



# Bharat Sanchar Nigam Ltd.

(A Government of India Enterprise)

O/o General Manager Telecom District, Shimla

## Section – I (NIT)

### Notice Inviting Online EOI (Expression of Interest) for Security Services In Shimla SSA and CGMT Office.

No: GMTD/Shimla/Admn/EOI/Security Services/2018-19/07

Dated:- 28.01.2019

Online EOIs are invited for on behalf of BSNL by GMTD, Shimla for Security services in Shimla SSA and CGMT Office from private security agencies as detailed below:

EMD	Cost of EOI Document Non –refundable	Last Date & Time for online Bid Submission	Date & Time of online Bid opening	Estimated Cost
Rs .81,925/-	Rs. 590/-	12:00 Hrs. 20.02.2019	12:30 Hrs. 20.02.2019	Rs. 32,77,000/-

**Note: EMD of Rs. 81,925/- and cost of EOI Rs. 590/- (DD/Banker Cheque only) for Security Works should be deposited through DD/Bank Guarantee payable in favor of AO (Claim) BSNL O/o GMTD, Shimla.**

#### 1. Eligibility Requirements:

- The PSAs must have a turnover of not less than One Crore, during preceding (last) three financial years i.e 2015-16, 2016-17, 2017-18. The turnover of the agency as required in eligibility criteria to be issued / certified by Chartered Accountant / Auditor with the supporting document P&L account and balance sheet.
- The PSA should have obtained a license in accordance with section 4 & 7 of the Private Security Regulation Act 2005 in the state where the act has been implemented. The license should be valid for the state of Himachal Pradesh or tenderer has to submit affidavit that he will obtain security license valid for Himachal Pradesh State within one month of agreement of tender.
- The PSAs should have their own office in Himachal Pradesh.
- The PSAs should have atleast 3 years experience providing Security services in Centre/State Govt. during last 7 years (i.e. upto 31.12.2018)
- Experience certificate should have clearly mentioned No. of Jobs, installation/office address and issuing authority & should be issued by STS/equivalent level officer.
- PAN No. with ITR of last two F.Y i.e Assessment Year 2016-17, 2017-18.
- GSTIN Registration
- Undertaking that bidder is not blacklisted by GST authorities.
- EPF & ESIC Registration Certificate.

Note (i) : Detail of documents required in physical form is given at Page No. 05.

Note (ii) : The bidder has to upload scanned copies of documents as detailed above, failing which his bid shall be considered as non-responsive.

The EOI, which is not accompanied by the requisite Bid Security, shall be summarily rejected. Tender will not be accepted if received after expiry date and time. **The GMTD, Shimla** reserves the right to reject any or all tenders without assigning any reason what so ever.

In case opening date happens to be holiday, the tender will be opened on next working day.

**Section – II**  
**Request for Expression of Interest**  
**Requirement for Shimla SSA and CGMT office.**

Security Guard (without arms)	15 No	12 for Shimla SSA,3 for CGMT office Shimla
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**2. SCOPE OF WORK:-**

- i. PSA shall be fully responsible for security of Telephone Exchanges and Store Godowns, administrative offices and any other Vital Telecom Installation as specified by General Manager Telecom District, Shimla.
- ii. Beside the normal security, the other functions required to be performed for the safety of all specified Telecom Exchanges and store Godown and any other establishment in General Manager Telecom District , Shimla and CGMT office Shimla.
  - To man security check posts located at various gates of the Exchanges/important establishments and at any other points specified by the GMTD, Shimla.
  - To man the entry points of buildings specified under item 2 above and allow public/subscribers/staff on production of gate pass or identity cards or as per procedures laid down by GMTD, Shimla.
  - Security Personnel deployed by the agency shall check the material/property going out of the building/Exchange through the procedure of gate pass etc. as laid down by GMTD, Shimla.
  - To perform watch and ward functions including night patrol on the Exchange/important establishments as specified.
  - To prevent the entry of stray dogs , other anti-social elements and unauthorized passers into the buildings.
- iii. The PSA shall deploy personnel of a good health between the age of 21 to 60 years only for the purpose of this contract in Shimla Telecom District. PSA shall submit weekly duty chart of the security personnel to concerned DE/SDE prior to commencement of the week. It shall also submit the daily attendance sheet of the security personnel for the previous working day. Failure to do so can result in non-payment for the day/days for which the attendance sheet is not furnished.
- iv. PSA shall not replace the security personnel at random. This shall be done with the prior knowledge of the concerned DE/SDE and full particulars of the security personnel so deployed shall be given to him. In case the staff is found to be posted without the previous knowledge of concerned DE/SDE the BSNL shall not be liable to pay for such security personnel.
- v. No leave of any kind of the security personnel shall be sanctioned by the concerned DE/SDE. PSA shall make substitute arrangement in case of absence of the security personnel. Similarly PSA shall have to make substitute arrangement in case of the weekly offs. No extra payment shall be made on this account. PSA shall man the security check posts and other locations as specified by the General Manager Telecom District, Shimla on all the week days. No short leave/meal relief shall be permitted to the security personnel unless PSA provides suitable substitute without extra payment. PSA has to keep sufficient number of leave reserves.

- vi. The Officer In-charge of establishment shall arrange to lock/seal the stores, godowns and office to the satisfaction of PSA and show pilfer able items lying in open to the PSA. Suitable record of the same shall be maintained duly signed by the representative of both the Exchanges/establishments and the PSA.
- vii. The Officer in-charge of establishment shall be authorized to fix timings to the various duty shifts. A single duty shift will have normal job duration of 8 hours. In case of any compelling reasons, if a duty shift is to be extended, the same shall not be restored to by PSA without prior consent of the officers in-charge.
- viii. PSA shall arrange to dress all the security personnel on duty smartly and neatly on police pattern and ensure good behavior with the Shimla Telecom District establishment and visitors to the Shimla Telecom District. They shall abstain from taking part in any staff union and association activities. The PSA shall provide as a part of dress(uniform), appropriate woollens to the security personnel in winter season. The security personnel shall not be permitted to wear any odd wrappers. The dress(uniform) shall be uniform in colour and design.
- ix. PSA shall ensure that the person deployed by him has knowledge of the use of fire alarms. The legal implications for use of such alarms shall rest with the PSA.
- x. PSA shall bear all the expenses, incurred on the following:-
  - Provision of torches and cells to the security guards on night patrol.
  - Stationery for writing duty chart and registers at the security check points for making entries of the visitors.
- xi. The Officers In-charge of establishment reserves the right to change the place of duty of any security personnel. It also has the right to ask for replacement if a particular security staff is not sound to be carrying out the security functions.
- xii. The security staff shall be bound to observe all the instructions issued by the Officer In-charge concerning general discipline and behavior.
- xiii. The security staff should ensure locking of all rooms & switching off of lights, fans, computers/ power points, air conditioners ,heaters etc..
- xiv. PSA will ensure that no unauthorized entry is permitted and the security guards at the entry point should be able to categories the legitimate visitors without causing any embarrassment.
- xv. The strangers/visitors shall be allowed only after entry has been made in the register at the entry gate. This practice is to be followed at each entry gate.
- xvi. The performance of Security function under the contract will be reviewed by the AGM (A) or the BSNL authority on any working day in the first week of the every month and PSA will remain present personally or through an authorized representative.

### **3. Agreement period**

**3.1.** The agreement shall be valid for a period of one year and will be extended on same terms and conditions in step of three months upto next one year with mutual consents subject to satisfactory performance during the previous period by the PSA. Accordingly tendered value will increase to that proportion/extent. Work order shall be issued by AGM (Admn) O/o GMTD, Shimla as per requirement. Quantity of security persons may increase or decrease by 25% during contract period Accordingly tendered amount will increase or decrease to that extent. In case minimum wages increase, during the currency of the tender the amount of tender will increase to that extent automatically.

This is subject to extension of the Performance Bank Guarantee of same amount or enhanced amount as per the discretion of BSNL, one month prior to the end of the agreement.

### **4. Right**

**4.1.** BSNL reserves the right to reject any application/ EOI for any reason, without assigning any reason and liability, the information provided by PSA gathered by BSNL shall become BSNL s property even if application is rejected and can be used by BSNL in any manner, it deem fit.

**4.2.** The EOI can be withdrawn at any time without any information or notice to anyone.

4.3. The decision of BSNL will be final and binding on all the PSAs.

4.4. **Any delay in deployment over the stipulated period will attract penalty of 5% of the monthly contract payment per day subject to maximum of the monthly contract payment per month of delay. The BSNL reserves its right to recover this amount by any mode, which includes adjusting from any payment to be made by the BSNL to the PSA or from the Bank guarantee.**

## 5. Inspection

5.1. BSNL shall have the right to cause an examination of the work. and the bills of PSA including all supporting vouchers, abstract etc.

## 6. General Terms and Conditions:

6.1. BSNL reserves the right to disqualify such PSAs who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL.

6.2. The BSNL reserves the right to black list a PSAs for a suitable period in case he fails to honour his bid without sufficient grounds.

6.3. The payment to the PSAs will be made through a cheque / RTGS after deducting applicable taxes.

6.4. All PSAs representatives will report to SSA Head/ competent Authority through the nodal officer appointed by SSA Head/Competent Authority.

6.5. The PSAs representatives shall comply with all applicable laws, bye Laws, rules, regulations, orders, directions, notifications etc of the Govt./ Court/Tribunals and shall also comply with all directions issued by BSNL and provide BSNL with all information and cooperation that BSNL may reasonably require from time to time.

6.6. The PSAs representatives have to fully cooperate with BSNL to investigate any complaint from the public/staff.

6.7. PSA shall ensure provision of necessary safety devices tools/ kits etc required for discharge of services as mentioned.

6.8. PSA shall be liable for all payments of wages, Salary etc to its employees & shall comply with all statutory laws, rules, relating to employment, wages, PF, ESIC, ID act etc.

6.9 PSA shall be liable for payment of minimum wages revised from time to time by Govt. of India vide notification 191(E) dated 19.01.2017 by ministry of labour & employment revising the minimum rates of wages payable to Watch and Ward contract workers . Rates are revised twice in a year w.e.f. April & October.

6.10. The PSA shall be liable for any theft, sabotage etc. of BSNL property and the damages/ losses if any will be recovered from the PSA. PSA shall report any such incident to the site in charge immediately.

**7. PROCEDURE FOR SUBMISSION OF DOCUMENT IN PHYSICAL FORM.**

**'Bid Security & Authorization Envelope'**

**No: GMTD/Shimla/Admn/EOI/Security Services/2018-19/07, Dated:- 28.01.2019**  
**(Tender for Security Services in Shimla SSA & CGMT office)**

**To,**

**AGM (Admn) BSNL**

**O/o GMTD ,Block-35,SDA Complex**

**Shimla-171009(HP)**

From: ....., Do not open before Date: 20.02.2019, Time: 12:30 Hr

- i. DD/Banker's Cheque/Bank Guarantee Receipt against payment of tender fees & EMD as mentioned in NIT. Latest valid MSME/NSIC etc. certificate to be submitted if exempted.
- ii. Power of Attorney in Original (if applicable).
- iii. Affidavit if any -
  - The above documents needs to be sent physically to AGM (Admn), O/o the GMTD, BSNL, Block-35,SDA Complex,Shimla-171009 (HP) up to 12:00 Hrs. on dated **20.02.2019**. No bid will be accepted after scheduled date & time.
  - E-bidding and quote of prices shall be done independently in the electronic format of e-bid to be accessible through an authorized user ID and Password, to be issued by BSNL through its authorized agency.
  - E-Tender will be received up to 12:00 Hrs of **20.02.2019**. The Technical bid will be opened through e-bidding portal on same day i.e **20.02.2019** at 12:30 Hrs. Tenders received late will be rejected. The tenders will be opened in the presence of tenderers or their authorized representatives who may wish to be present during opening of tenders.

In case **20.02.2019** happens to be a holiday, the tender will be opened on the next working day. Financial bid in r/o eligible bidders only will be opened through e-bidding portal on the specified date as conveyed to the tenderers by the GMTD, Shimla

**7.1.** The Bid should be submitted online through E-Bidding on the website [tenderwizard.com/BSNL](http://tenderwizard.com/BSNL). All the scanned copies of necessary documents should be uploaded online and one hard copy of each document with the payment details/proof of EMD and document cost in favour of A.O (Claim) O/o GMTD Shimla, should be submitted up to 12:00Hrs dated 20.02.2019.

7.2. The PSAs are requested to upload the quoted rates only in financial bid online. Failing may result in rejection of the bid. Financial bid will be opened only of technically qualified PSAs.

7.3. A prospective PSA requiring any clarification on the Bid document may query to AGM (Admn) O/o GMTD, Shimla on mobile no. 9418100245/9418500444 and L/L 0177-2626600/2624700 or through email id agmsaleshtml@gmail.com/vinodsaini60@gmail.com upto 12.02.2019.

## 8. Evaluation Criterion

8.1. Evaluation will be done on the basis of quoted lowest Service Charges.

8.2. Successful PSA will deposit 10% of the tendered Cost as Performance guarantee in the form of DD/BG in favour of AO (Claim) O/o GMTD, Shimla. The BG should be valid for 18 months from the date of agreement.

8.3 The BSNL intends to limit the number of technically and commercially responsive bidders to one number.

## 9. Turn around Time for deployment of Labourer / manpower.

9.1. In case of addition of new sites, PSA has to deploy / rearrange his man power resources to meet out requirements at new stations, within 3 days from the date of firm order. All Such sites will be part of the contract under the same terms and conditions. Contract/tendered value will increase accordingly.

## 10. Verification of documents and certificates.

“The PSAs will verify the genuineness and correctness of all documents and certificates, including experience / performance certificates, issued either by the PSAs or any other firm / associate before submitting them in the bid. The onus of proving genuineness of the submitted document would rest with the PSAs.

As per requirement of the tender’s conditions, if any document /paper/certificate submitted by the participant PSAs is found to be false /fabricated/tempered/manipulated at any stage during bid evaluation or award of contract, then the bid security (EMBG) of the PSA would be forfeited and the PSA would be disqualified from the tender. Action would also be taken for banning of business dealing with the defaulting firm.

## 11. Clauses of Agreement:-- As per Section-V

### 12. Maintenance of records

12.1.1PSA shall maintain a true and accurate record of all the cost of material, salaries and direct operating expenses related to the expenses and other incidental activities.

12.2. PSA hereby declares that nobody connected with or in the employment of the Bharat Sanchar Nigam Limited/DOT/DTS is not/shall not ever be achieved as partner in the contract

12.3. **The rates approved are inclusive of all taxes (except GST as applicable) through Cheques / ECS and deduction of Income Tax & all statutory/Govt. Taxes. PSA shall comply with all the statutory obligations. The party of first part (BSNL) may call record of the statutory payments made to local/central government deptt. by the PSA. PSA shall submit the bills on monthly basis duly signed and verified by the officer’s in-charge for satisfactory work execution enclosing the copies of the required challans etc for the previous month. In the absence of these documents, the claims are likely to be rejected. PSA will make the payment of wages on monthly basis by 7th day of every month to the employees mustered by PSA irrespective to the payment of bill of the month to PSA.**

## LIMITATION OF AGREEMENT

**13.1.** Trademarks, trade names and trade secrets

**13.2.** PSA shall not claim any ownership right in trade mark, trade name, design, copyright, goodwill which is not the subject matter of this agreement but property of B S N L. It shall derive its power to use from the provision and clauses of this agreement only.

**13.3.** PSA shall not claim any ownership right on premises as it shall be property of B S N L after complying all the mandatory provisions of applicable laws and contractual obligations. It shall derive its power to use from the provision and clauses of this agreement only.

**13.4.** PSA agrees not to divulge any trade secrets that may be made available to it, in confidence. PSA further agrees to ensure fidelity of information imparted to or available to them.

**13.5.** All the liabilities of the PSA related to their business prior to the date of execution of this agreement shall be liabilities of the PSA.

## 14. INSURANCE

**14.1.** PSA takes appropriate policies for new insurances w.e.f this agreement to cover it against losses /damages and renew such policies up to the period of this agreement. Evidence of policies having being renewed shall be made available to the BSNL, in case it requires it, in any compliance issue.

**14.2.** PSA and the indemnifiers are jointly and severally responsible for losses to damages to third person, originating in or connected with the conduct of PSA for all claims demand for damages to properties or for injury, illness, or death of persons directly or indirectly resulting there from. The agency and indemnifier agree to defend, Indemnifies and save the BSNL from any harm with respect to any such claims, losses all damages.

## 15. 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/uploading 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 as per Annexure –B.

## 16.SCHEHULE OF REQUIREMENT(SOR)

Sr No	Name of site where S.G. required to be deployed	No of S.G(Withot Arm)	Remarks
1	CTO Bldg. Shimla	3	Round the clock duty
2	OCB Exchange Chhota Shimla	3	Round the clock duty
3	O/o GMTD Shimla-9	3	Round the clock duty
4	Telecom Store at Shanan Shimla-6	3	Round the clock duty
5	CGMT Office	3	Round the clock duty
		15	

## Section - III

### Financial Bid – (Uploaded separately)

**This is only Sample of the Financial Bid. Rates should not to be quoted here.**

Rates should be quoted in Financial Bid online only. If the rate is quoted/mentioned anywhere in other than online Financial bid tender will be cancelled/rejected.

The latest Minimum Wages as per Labour Ministry notification for Watch and Ward (Without Arms) w.e.f. 01-10-2018 is Rs. 527/- per day i.e. 13,702/- per month for Area C. The Minimum total statutory payments to be paid by PSA to its staff deployed under the contract are as under:-

S.N.	Components of Wages (Base Rate)	Area C (Amount in Rs./month)
1	Current rate per person/site /month (Minimum Wages)	13702.00
2	Employer share to EPF @13%	1781.26
3	Employer share to ESI @4.75%	650.84
4	Uniform Outfit & Washing Allowance @5000/-Per Annum i.e Rs.416/- Per.Month	416.00
<b>Total Cost Per Person Per Month (Base rate)</b>		<b>16550.00</b>

The above Base Rates shall be revised every six month on revision of the Minimum Wages by the Central Government. Generally revision of Minimum Wages is being done by Central Government two times in a Year in the month of **April and October**.

On the above Base Rates, PSAs will need to quote its 'Service charges' in % (percentage) as below:-

Name of Bidder	Service Charges in % over Base Rate per Person per Month	
	% in Figures	% in Words

**Service charges are to be quoted in % (percentage) over base rate. The PSAs who quote the rates below or equal to 0% (zero percent), their bid will be rejected out rightly.**

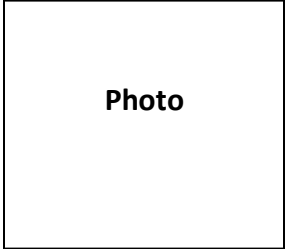
Rates are excluding GST which shall be paid (as applicable) on the bill amount as per the rules and statutory provisions of Govt. of India.

**In case similar rates are quoted by the PSAs, then work will be awarded to the PSA having more turnover.**



## Section - IV

### INFORMATION ABOUT TENDERER



1. Name of the Bidder/Firm : .....
2. Registered Address : .....
3. Sole proprietary or partnership firm or company : .....  
(Submit affidavit for proprietorship, Partnership deed for partnership & MOU/Registration for company)
4. Telephone/Telex/Fax No. : .....
5. Name of sole Proprietor / Partners/Directors : .....
6. Permanent Income Tax No. : .....
7. GSTIN Registration : .....
9. Turnover details : .....

**Signature of the tenderer**

## Annexure- A

### FORMAT OF THE PERFORMANCE BANK GUARANTEE

(To be typed on Rs. 100/-non-judicial stamp paper)

Re : Bank Guarantee in respect of LOI dated.....between Bharat Sanchar Nigam Limited and M/s-----  
-----,having its Registered Office at -----  
(hereinafter called CONTRACTOR)has entered into an agreement dated..... (herein after referred to as “the said agreement”) with M/s Bharat Sanchar Nigam limited (BSNL, in short ) (A Government of India Enterprise) with Corporate office at Harish Chandra Mathur Lane Janpath. New Delhi -110 001 and having Telecom circle office at..... through CGMT-----whereby BSNL has agreed to appoint contractors for providing BSNL services on the terms and conditions exclusively mentioned therein for the circle-----)

It has been agreed between the parties that a Bank guarantee for Rs. (Rupees-----thousand only) shall be given by the contractor in favour of the BSNL for due and faithful performance of the terms and conditions of the said agreement. -----Bank having its office at-----has at the request of the CONTRACTOR (M/s-----) agreed to give the guarantee as hereinafter contained:

1. We----- (herein after called ‘the bank’) do hereby undertake and assure to the BSNL, that if in the opinion of the BSNL, the CONTRACTOR 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 BSNL, the said sum of Rs. /-( Rupees lakh only) or such lesser amount as BSNL, may demand and without requiring BSNL to have recourse to any legal remedy that may be available to it, compel the Bank to pay the same.
2. Any such demand from the BSNL. Shall be conclusive as regards the liability of contractor to pay to BSNL 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 contractor 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 CONTRACTOR and BSNL regarding the claim.
3. We, the Bank further agree that the guarantee shall come into force the date hereof and shall remain in full force and effect upto its validity date .
- 4.The Bank further agrees that the BSNL 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 BSNL, against the contractor and to forebear 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 CONTRACTOR or through any forbearance. act or omission on the part of BSNL or any



S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1 (a)	Submitting fake/forged	i) Rejection of tender bid of respective Vendor. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/or EMD;	
	b) Certificate for claiming exemption in respect of tender fee and/or EMD;	
	and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	
	<b>Note 1:-</b> However, in this case the performance guarantee if alright will not be forfeited.	
<b>Note 2:</b> Payment for already received supplies/completed work shall be made as per terms & conditions of PO/WO.		
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	(i) If detection of default is prior to award of APO	i) Rejection of Bid & ii) Forfeiture of EMD.
	(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)	i) Cancellation of APO , ii) Rejection of Bid & iii) Forfeiture of EMD.
1(b) contd.	(iii) If detection of default after receipt of PG/ SD (DD, BG etc.) .	i) Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.
	(iv) If detection of default after issue of PO/ WO	i) Termination/ Short Closure of PO/WO and Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
	<b>Note 3:-</b> However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
<b>Note 4:-</b> No further supplies are to be accepted except that required to make the already supplied items work.		
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.

4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	<p>i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable.</p> <p>ii) Under take purchase/ work for balance quantity at the risk &amp; cost of defaulting vendor.</p> <p>iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) &amp; recover its cost, if paid, from the o/s bills/ PG/ SD.</p> <p>OR</p> <p>ii) If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) &amp; recover its cost, if paid, from the o/s bills/ PG/ SD;</p> <p>OR</p> <p>ii) If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD;</p> <p>and</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle.</p>
6	Submission of claims to BSNL against a contract	<p>i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG &amp; SD etc.</p> <p>ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.</p>
	(a) for amount already paid by BSNL .	
	(b) for Quantity in excess of that supplied by Vendor to BSNL.	
	(c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	
	<b>Note 5:-</b> The claims may be submitted with or without collusion of BSNL Executive/ employees.	
<b>Note 6:-</b> This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.		
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	<p>i) Termination of PO/ WO.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p> <p>(iv) Legal action will be initiated by BSNL against the Vendor if required.</p>
	a) Adversely affects the normal working of BSNL equipment (s) and/ or any other TSP through BSNL.	
	b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.	
	c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	
	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	
	e) undertakes any action that affects/ endangers the security of India.	

8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	<p>i) Termination/ Short Closure of the PO/ WO.  ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.  iii) No further supplies are to be accepted except that required to make the already supplied items work.  iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).  v) In case of turnkey projects, if the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p>
		Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<p>i) Termination/ Short Closure of the PO/ WO.  ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.  iii) No further supplies are to be accepted except that required to make the already supplied items work.  iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).  v) In case of turnkey projects, If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.  Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) in spite of order of Arbitrator.	<p>i) Termination of contract, if any.  ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.  iii) Take legal recourse i.e. filing recovery suite in appropriate court.</p>
	b) in spite of Court Orders.	<p>i) Termination of contract, if any.  ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
	The following cases may also be considered for Banning of business:	
12	(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	

## **Section – V**

### **DRAFT OF AGREEMENT**

The agreement made on --/--/2019 between GMTD Shimla on behalf of Bharat Sanchar Nigam Ltd. Called the GMTD Shimla on one part and M/s----- hereinafter called the Contractor which expression shall unless excluded by or repugnant to the context includes its successor and assign of the other part.

WHEREAS the BSNL is desirous of engaging the said contractor for the work of providing the security services to protect the BSNL Buildings /Vital Installations /BTS sites/Stores/Cash Counters in Shimla SSA.

This agreement would be operative with effect from --/--/2019 for a for a period of one year and will be extended on same terms and conditions in step of three months upto next one year subject to satisfactory performance during the previous period by the PSA. Accordingly tendered value will increase to that proportion. The estimated numbers of security guards to be engaged shall be 15(Without Arms) and the contractor agreed to provide the security services at vital installations Shimla SSA and CGMT office. The actual number of security guards to be engaged shall be defined in the work order to be issued by the AGM(Admn)O/o GMTD Shimla-171009.

The rates are given in the Annexure attached with Terms and conditions and as per Minimum wages fixed by Ministry of Labour Govt. of India. The rates will be revised as per the Minimum wages fixed by labour Commissioner New Delhi from time to time. Accordingly tendered value will increase to that proportion

### **TERMS & CONDITIONS**

1. All the clauses of Terms & Conditions of NIT will form part of this contract. The contract means documents forming terms and conditions and acceptance thereof and the formal agreement executed between GMTD Shimla and the contractor to enter with the documents referred therein including the conditions of the contract and the instructions issued from time to time. All the documents taken together shall be deemed to form the contract and shall be complementary to one another.
2. Weekly Off, National Holidays, Festival Holidays are to be provided as per various Statutory Obligations (including Financial liabilities) under the Contract Labour(Rules Regulations and Abolition) Act, minimum wages Act, workmen compensation Act and Laws and Rules it will be the sole responsibilities of the contractor.
3. The contractor has deposited 10% of the tendered value i.e. Rs. --/- as Contract Performance Guarantee. Deduction on account of Income Tax, Sales Tax & other taxes will be done from the bills at the prevailing rates. No interest shall be payable to the contractor against the Security Deposits/CPG.

4. Any person deployed by the security services on account of Guards supervision of work or for providing security services, whatsoever the case may be, will not be entitled for any absorption/employment or any preference to such absorption/re-employment in the BSNL.
5. The contractor shall submit monthly bills in (triplicate) in the printed Performa along with detail viz. Name of Location, Number of Security Personnel, Duty period duly verified by the officer in charge, countersign by D.E. concerned up to 3<sup>rd</sup> of each month to enable BSNL to release payment at the earliest.
6. No leave of any kind of the security personnel shall be sanctioned by the concerned DE/SDE. PSA shall make suitable arrangement in case of absence of the security personnel. Similarly PSA shall have to make suitable arrangement in case of the weekly offs. No extra payment shall be made on this account.
7. Contractor will provide list of guards with their proof of identity, photo, signature and name and address, before deployment of guards.
8. The contractor will be responsible for any dispute with the public by the guards.
9. The contractor should be registered with the State Government and will procure a labour license for providing security guards. The Labour License will be submitted by the contractor within 30 days of the execution of the contract.
10. The contractor will ensure adequate training to the security guards w.r.t. various type of duties assigned to them either on his own or through any other specialized agency and GMTD Shimla will not bear any cost on account of the training.
11. All payments to the contractor will be made by RTGS/NEFT only.
12. The contractor will make the payment to security guards by 7<sup>th</sup> of each month through RTGS/NEFT into their accounts and submit the documentary proof of previous month about the payment made to the security guard engaged at the time of submitting the monthly wage bill.
13. The contractor ensure that uniform and Kit is issued to each and every staff and the guards are smartly turned out at all times. It is to be ensured that uniform provided to the guards is not similar to the Army/Navy/Air Force/State Police Organization etc.
14. The contractor is required to maintain proper accounts of payments including statutory benefits being given to security guards. The financial statement and other documents are to be produced on demand as and when asked by the GMTD Shimla.
15. The contractor is responsible for the deposit of PF/EPF and ESI to the concerned Department and the proof of such deposits of the previous month will be supplied by the contractor at the time of submission of the next bill.
16. It will be the responsibility of the contractor to pay admissible Gratuity/Terminal benefits to its employees as per the existing rules of Govt. laws. The terminal benefits will be paid through RTGS/NEFT into account of the Security Guards on monthly basis and proof of payment will be supplied by contractor with next monthly wage bill.
17. The GMTD is not responsible for making any payment on account of overtime, Medical facility, Travelling allowance or any other expense incurred by the security guards/employees of the contractor.



18. The contractor shall deploy security guards at the locations as specified by the GMTD Shimla. However GMTD Shimla has the right to increase or decrease the number of security guards and locations of security depending upon the requirement from time to time.
19. (A) The contractor shall be responsible for providing at his own cost all statutory benefits to the security guards employed by him including off days, National Holidays etc. and the GMTD Shimla will not entertain any liability on this account. (B) The contractor shall in particular render the following services and shall make all arrangements thereto mentioned below.
- a. locking of all rooms etc, and switching off lights ,fans, power points, air conditioners, heaters etc.
  - b. Security of the personnel, Cash ,property, Assets, BTS and collection centre of the BSNL (Moveable and Immoveable) to safeguard against any loss in this regard.
  - c. The Security Agency shall perform other misc. housekeeping jobs like carrying the diesel/fuel from Petrol Pump/road head to BTS/Exchange building and keep the BTS in running condition ,record of diesel etc.
  - d. Maintenance of gate pass in r/o all incoming and outgoing goods, office property article etc. and keeping proper article etc. and taking suitable steps in case of any lapse.
  - e. To ensure that no unauthorized person enters into premises and no nuisance or disturbance is created.
  - f. To keep vigilance inside and around the premises.
  - g. With the prior consent of the BSNL to lodge complaints with the Police Authorities and pursue the progress of the cases there in respect of any untoward incidents/loss.
  - h. To carry out any another task/ duty ordered by the officer in charge in the interest of security of its premises, employees and property .
  - i. To advise the BSNL about such system as may be necessary to carry out above activities effectively.

j. The security Agency shall maintain law and order in-premises, guard areas and vulnerable points ,carry out investigations and submit report to concerned office on any issue which may be against the interest of BSNL.

20. The contractor shall be liable to make good to the BSNL any loss or damage caused due to lapses while providing security services.
21. The contractor shall be solely responsible for compliance of various Statutory Acts/Laws like Labour Act, Minimum Wages act. Workman Compensation Act. Depositing of PF, ESI, Bonus ,Mandatory holidays & weekly offs and other welfare measures for security guards as provided under government Law and Rules applicable from time to time.
22. It shall be sole responsibility of the contractor to provide security services to the satisfaction of BSNL and all properties must remain duly manned and safe.
23. The security guards & staff of contractor shall not permit any nuisance on the site and do nothing which shall cause unnecessary disturbance or inconvenience to the employees and customers of BSNL.
24. The contractor will make the payment of the arrears due to enhancement in the minimum wages fixed by Labor Commissioner from time to time before submission of the bill of the same to the GMTD Shimla.
25. The GMTD reserves the right to cancel the contract and forfeit security deposit, if the contractor fails to comply with any clauses of terms and conditions etc. herein or any contract of agreement which may be drawn as consequence of acceptance of tender. In such case the right to cancel the contract will rest with the BSNL GMTD Shimla.
26. GMTD Shimla reserves the right to terminate this contract at any time without assigning any reason.

## **27. ARBITRATION CLAUSE**

- 27.1 In case of any dispute regarding the execution of work or any payment to the contractor or interpretation of any clause of the terms and conditions, the matter will be referred to sole arbitrator nominated by the CGMT HP circle Shimla (HP) or any person nominated by him whose decision will be final and binding on both the parties. The dispute may be requested for arbitration within six months from the date of completion of work
- 27.2 Jurisdiction of civil court will be Shimla.
- 27.3 In addition to above clauses orders of DOT/BSNL will also be applicable.

## **28. Penalty Clause**

Any delay in deployment over the stipulated period will attract penalty of 5% of the monthly contract payment per day subject to maximum of the monthly contract payment per month of delay. The BSNL reserves its right to recover this amount by any mode, which includes adjusting from any payment to be made by the BSNL to the PSA or from the Bank guarantee.

29. This agreement deemed to be operational with effect from --/--/2019.

30. This agreement accepted by both the parties and signed on this day of /----/2019 in the O/o GMTD Shimla.

(Signature of authorized person to enter in to an agreement/contract and seal of office)

Authorized Signatory

Authorized Signatory

BSNL

Witness

1.

2.

Place:-

Dated:-