

## Tender for

# “Watch & Ward Services at ALTTC Ghaziabad”



Tender Type	-	e-Tendering
Bid Type	-	Single stage Two Envelop system
Date of downloading Tender document	-	As per GeM portal
Last date of downloading Tender document	-	As per GeM portal
Last date of bid submission	-	As per GeM portal
Opening date of E-Tender	-	As per GeM portal
<b>Estimated cost</b>	-	<b>Rs 41,28,000/-</b>

**BHARAT SANCHAR NIGAM LIMITED**  
(A Government of India Enterprise)  
Advanced Level Telecom Training Centre, Ghaziabad –201002

**e-File No. ALTTC-ALT/14/2/2023-11 dated 25/07/2023**

**Sub:** - Tender for “Watch & Ward Services at ALTTC Ghaziabad”

Please find enclosed the tender document in respect of above mentioned tender which contains the following.

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AGM (Works)

Tel:- 0120-2757543

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**SECTION – 1 Part A****DETAILED NOTICE INVITING TENDER (DNIT)**

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

Advanced Level Telecom Training Centre, Ghaziabad - 201002

1. E-tenders in Single Stage Two Envelop method (Part-A: Techno-commercial bid and Part-B: Financial bid are invited on behalf of the Chief General Manager, ALTTC, Ghaziabad for undertaking following works.

Name of the Item/ Work	Period of Contract	Estimated Quantity (Nos.)	Estimated Cost	Cost of Tender Document (Non-refundable)	Bid Security/ Earnest Money Deposit Amount for the tender @ 2%	Date & time for submission of tender on e-portal and submission of required document	Date & Time for Opening of Technical Bid.
Watch & Ward Services at ALTTC Ghaziabad	01 Year	24 Nos. of watch & ward guards (22 unarmed + 02 armed)	Rs. 41,28,000/-	Rs.590/-	Rs 82,560/-	As per GeM portal	As per GeM portal

2. **Accessibility of Tender Document:** The tender document for participating in e-tender shall be available for downloading from ....//2023 at ...Hrs (as per GeM portal) onwards from e-tendering website- <https://gem.gov.in>. The tender document can also be downloaded from ALTTC website i.e. <http://www.alttc.bsnl.co.in>.

2.1 The bidders downloading the tender document are required to pay the cost of tender document amount through NEFT/RTGS to State Bank of India, Navyug Market, Ghaziabad as detailed in clause 4.1 Section-1 Part A.

2.2 The tender documents can be downloaded free of cost by MSE bidders on submission of requisite proof in respect of valid certification from an appropriate authority, for the d item.

2.3 As ALTTC, BSNL has decided to use process of e-tendering for inviting this tender, so the hard copy of the tender will not be available for sale.

3. **Eligibility Criteria:** - Please refer Clause-2 of Section-4, Part-A.

4. **Bid Security/EMD:**

- 4.1 The bidder shall furnish the bid EMD as detailed below:

- a. **Through NEFT/RTGS :** The bidders are required to pay the EMD amount through NEFT/RTGS to State Bank of India, Navyug Market, Ghaziabad of India, detail as below :-

Account No.	10888625814
IFSC Code	SBIN0000642
In name of	AO (Cash), ALTTC, Ghaziabad
E-mail to :	aocashalt@gmail.com

- b. The scanned copy of Bank transaction acknowledgement will be uploaded in e-portal site <http://www.gem.gov.in> by the bidders, failing it, bid will be cancelled.

- c. **Tender Fee & EMD**, if applicable, is required to be submitted by the bidder through online payment mode only as per the Bank/Beneficiary Details provided in the DNIT/Tender Enquiry document. In case of MSE (Micro & Small Enterprise) bidder, valid MSE Certificate/Udyam Registration certificate, broadly covering the d equipment/services, for claiming exemption of Tender Fee/EMD shall be required to be submitted.

However, scanned copies of the following documents (whichever applicable):

Bank Transaction details with UTR Number towards the successful e-payment for Tender Fee/EMD Valid MSE Certificate/Udyam Registration Certificate (for Micro & Small Enterprise claiming exemptions from Tender Fee/EMD) are to be mandatorily uploaded by the bidder in their online bid part (1st electronic Envelope i.e. Technical Envelope) on the e-tender portal failing which the tender bid shall be archived unopened/rejected on e-tender portal at bid opening stage.

**4.2** The MSE units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from appropriate authority.

**5 Date & Time of Submission of Tender bids: on or before .... : ..... hours of .../.../2023 (as per GeM web-portal).**

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

**6 Opening of Tender Bids: On ..../.../2023 at .... : .... Hrs (as per GeM web-portal).**

**7 Place of opening of Tender bids:** Authorized representatives of bidders (i.e. vendor organization) can attend the TOE at the Room No. 103, First Floor, Admin Bldg, ALTTC, Ghaziabad, where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (POTOE).

**8** Tender bids received after due time & date will not be accepted.

**9** Incomplete, ambiguous, Conditional tender bids are liable to be rejected.

**10** CGM, ALTTC reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.

**11** The bidder shall furnish a declaration in his tender bid 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 the website.

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

**Note 1:** All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

**Note 2:** All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.

**12.** The supplier has to indemnify BSNL against loss of input tax credit to BSNL on account of blacklisting of supplier during tenure of contract.

**13.** BSNL has the right to recover input tax credit loss suffered by it due to any mis-declaration on invoice by supplier.

**SECTION- 2**  
**Tender Information**

**1. Type of tender- :**

- a) No. of online Bid Submission Stages for tender: Single
- b) No. of Electronic Envelopes for online submission of Bids: Two Nos.

**Note:** The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only shall be opened.

- c) E-reverse auction : **No**

**2. Bid Validity Period / Validity of bid Offer: 180 days from bid opening date on GeM portal.**

**3. The electronic bid is invited in single stage two envelope system**

**a) Techno-commercial envelope**, in electronic form, shall contain following documents

- i) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause-2 of Section-4, Part-A of the DNIT viz;
  - a.** Experience certificate.
  - b.** Copy of PAN no.
  - c.** Copy of Goods and Service Tax Registration Certificate

**OR**

The bidder should produce certificate that bidder is exempted to register under Goods and Service Tax.

- ii) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A(if applicable)
- iii) Integrity Pact (if applicable)
- iv) Clause by clause compliance as per clause 11.2 of Section-4A & Section-8 (Annexure-D)
- v) Details of Bid security/EMD.
- vi) Details of Tender Documents fee.
- vii) Deviation statement as per clause 11.2 of Section-4A & Section-8 (Annexure-C)
- viii) Bidder's Profile & Questionnaire duly filled & signed.(Section-8)
- ix) Near-Relation Certificate duly filled & signed.(Section-6 B)
- x) Undertaking & declaration duly filled & signed.(Section-6 A)
- xi) Documents stated in clause 10 of Section-4 Part A viz;
  - a.** Valid MSE certificate, if any.
  - b.** Certificate of incorporation, if any.
  - c.** Article **or** Memorandum of Association **or** partnership deed **or** proprietorship deed **or** Tourist Transport operator recognized by Govt. of India as the case may be.
- xii) Tender Document

**b) Financial envelope** shall contain Price Schedule. First techno-commercial bid will be opened and evaluated by TEC. The financial bid of only responsive bidders shall be opened.

All relevant bid annexure should be uploaded on e-Platform i.e. "**www.gem.gov.in**" only (**since tender is invited through e-tendering process**).

{Techno-commercial & Financial bid, copy or original, **should not** be submitted to AGM (Works), ALTTC}.

**Note:** Payment terms are mentioned at Section-5 Part B.

## **SECTION- 3 Part A**

### **SCOPE OF WORK**

Watch & Ward services in ALTTC campus, Ghaziabad shall include round the clock manning of the main entry gates, security posts, all buildings in the ALTTC campus, patrolling in the entire ALTTC campus and providing security inside the ALTTC campus and safety of all assets of the campus as per the requirements of the ALTTC administration. The number of manpower may vary depending on the actual requirement.

#### **The work shall include the following:**

1. General security of the campus and buildings in the ALTTC Campus.
2. Restrict entry inside the campus to the authorized persons only. No unauthorized person including hawker/ vendor/ sales persons etc. shall be allowed in the campus.
3. Protection of property in ALTTC Campus. Watch that no damage to property of ALTTC BSNL takes places and promptly take all necessary action(s), if such occurrence is observed /reported.
4. Prevention of encroachments into ALTTC property. Keeping round the clock vigil for any trespassing or encroachment or any illegal activity in ALTTC campus. Preventing entry of stray animals etc.
5. Effective Patrolling of the Campus, not allowing any unlawful activities in the area and to take prompt action if observed. Call for police protection, in case of any serious incident.
6. Provision of armed guards as and when required as per ALTTC BSNL authorities’ direction and persons deployed for such duty shall have necessary license for firearms.
7. Providing of escort duties as and when required.
8. The guards deployed for patrolling of the campus have to walk on foot or make their own arrangement of bicycle or motor bike and its fuel.

**SECTION- 3 Part B****TECHNICAL SPECIFICATIONS/ Schedule of Requirements****TECHNICAL SPECIFICATIONS**

The vendor should comply the standard stipulated in Private Security Agencies (Regulation) Act, 2005 with up to date Amendments.

**Schedule of Requirements**

**Total 24 no. of watch & ward guards (22 unarmed + 02 armed):** are required for round the clock manning of posts and patrolling duty in ALTTC campus.

<b>S. No.</b>	<b>Post Name</b>	<b>No. of watch &amp; ward per day</b>	<b>Morning Duty</b>	<b>Evening Duty</b>	<b>Night Duty</b>	<b>Remarks</b>
1.	Main Gate	5 unarmed 1 armed	06 AM- 02 PM (2 guards)	02 PM-10 PM (2 guards)	10 PM - 06 AM (01 un-armed + 01 armed)	Main entry point of campus/ office area
2.	ERP Building	4 unarmed	06 AM- 02 PM (1 guard)	02 PM- 10 PM (1 guard)	10 PM- 06 AM (2 guards)	Administrative Office
3.	Hostel Area	4 unarmed	06 AM- 02 PM (1 guard)	02 PM- 10 PM (1 guard)	10 PM- 06 AM (2 guards)	Hostel area / entry point of campus
4.	Colony Gate	4 unarmed	06 AM- 02 PM (1 guard)	02 PM- 10 PM (1 guard)	10 PM- 06 AM (2 guards)	Entry point of campus
5.	Loading/ Unloading	4 unarmed	06 AM- 02 PM (1 guard)	02 PM- 10 PM (1 guard)	10 PM- 06 AM (2 guards)	Theft prone area as boundary height is very low & close proximity to road.
6.	Continuous patrolling of ALT campus	1 unarmed +1 armed	_____	_____	10 PM - 06 AM (01unarmed + 01 armed)	Very big campus area needs continuous monitoring.

## SECTION-4 Part A

### GENERAL INSTRUCTIONS TO BIDDERS (GIB)

#### 1.0 DEFINITIONS

- (a) "**The Purchaser**" means the ALTTC, Bharat Sanchar Nigam Ltd. (BSNL), Ghaziabad.
- (b) "**The Bidder**" means the individual or firm who participates in this tender and submits its bid.
- (c) "**The Supplier**" or "**The Vendor**" means the individual or firm supplying the goods/services under the contract.
- (d) "**The Goods/services**" means all the equipment, machinery, and/or other materials/services which the Supplier is required to supply to the Purchaser under the contract.
- (e) "**The Advance Purchase Order**" or "**Letter of Intent**" means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) "**The Purchase Order**" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "**Contract**" appearing in the document.
- (g) "**The Contract Price**" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) "**Validation**" is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- (i) "**Telecom Service Provider**" means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- (j) "**Successful Bidder(s)**" means the bidder(s) to whom work in this tender is awarded.

#### 2.0 ELIGIBILITY CONDITIONS:

2.1 a) The bidder should have:

- i) valid (as on bid submission date) license for security services under Private Security Agencies (Regulation) Act, 2005 with upto date amendments.

OR

Bidder should be empanelled by DGR for supply of Security Personnel.

- ii) Proof of experience of having satisfactorily completed work of Watch & Ward/Security Services in DOT/BSNL/MTNL/Central Govt. Dept./PSU's/Semi Govt. /Private Telecom Operator/Private organizations during last three years ending the month previous to the month in which tender is opened as under:

One completed work should be of a value of at least Rs.33,02,400/- (Rs. Thirty Three Lac Two Thousand & Four Hundred only) that is 80% of Estimated cost,

OR

Two completed works, each work should be of a value not less than Rs.20,64,000/- (Rs. Twenty Lac & Sixty Four Thousand only), that is 50% of Estimated cost

OR

Three completed works, each work should be of a value not less than Rs.16,51,200/- (Rs. Sixteen Lac Fifty One Thousand & Two Hundred only) that is 40% of Estimated cost.

The experience certificate should be on the letter head of the organization with name, designation and contact number along with the office seal of issuing authority.



- b) The bidder should have Valid PAN No.
- c) The bidder should have Goods and Service Tax Registration Certificate. Copy of Registration Certificate is to be submitted as part of bid and bidder has to give a self-declaration that bidder is not black listed by GST authorities.

**OR**

- The bidder should produce certificate that bidder is exempted to register under the Goods and Services Tax (GST).
- d) The bidder has to register himself/herself/itself within one month of award of work with the appropriate authorities under Employees Provident Fund and Employees State Insurance Acts, if not already registered.
- 2.2 The experience certificate should be on the letter head of the organization with name, designation and contact number along with the office seal of issuing authority. The certificate should be signed/issued by the authority not less than the “Gazetted Officer/Manager” rank officer for Govt./Semi Govt./PSU/Private organizations and should be supported by “TDS” certificate, if issued by authorities of private organizations.
- 2.3 The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self-attested by the bidder.
- 2.4 The bidders should not have been blacklisted by any Govt. organization/PSU.

**3.0 COST OF BIDDING**

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

**4.0 DOCUMENTS REQUIRED**

- 4.1 The goods/services required to be supplied; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.
- 4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

**5.0 CLARIFICATION OF BID DOCUMENTS**

- 5.1. A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser as per GeM portal.
- 5.2 Any clarification issued by ALTTC, BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

**6.0 AMENDMENT OF BID DOCUMENTS**

- 6.1 The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.
- 6.2 The amendments shall be notified by Email or by Addendum through e-tendering portal (for tenders invited through e-tendering process) to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

## **7.0 DOCUMENTS COMPRISING THE BID**

The bid prepared by the bidder shall ensure availability of the following components:

- (a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 2 & 10.
- (b) Bid Security furnished in accordance with clause 12.
- (c) A Clause by Clause compliance as per clause 11.2 (a)
- (d) A Bid form and price schedule completed in accordance with clause 8 & 9.

## **8.0 BID FORM**

- 8.1 The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods/services to be supplied, brief description of the goods/services, their quantity and prices as per section- 9.

## **9.0 BID PRICE**

- 9.1 The bidder shall give the total price including packing, forwarding, freight and insurance etc. but excluding Goods and Service Tax which will be paid extra. All the price need to be filled as per GeM portal.
- 9.2 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.3 "DISCOUNT if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account".
- 9.4 The total price quoted by bidder in GeM portal against the services shall be inclusive of all cost & GST involved in performance of contract as per scope of work (Section-3, Part A), Technical Specifications/Schedule of other terms and conditions of bid document.

## **10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION**

- 10.1. The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents (whichever is required) as per terms and conditions of Bid Documents.
  - a) Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
  - b) Documents to establish the eligibility and qualification of bidder as specified in Section-1 and Section-4 Part A.
  - c) Power of Attorney as per clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per clause 14.3 (b) or (c) of this section.
  - d) Certificate of incorporation.
  - e) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be or Tourist Transport operator recognized by Govt. of India as the case may be.

## **11.0 DOCUMENTS ESTABLISHING GOODS/SERVICES' CONFORMITY TO BID DOCUMENTS**

- 11.1 Pursuant to clause 7, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all goods and services which he proposes to supply under the contract.
- 11.2 The documentary evidences of the "goods and services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:
  - (a) Clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Scope of Work, Technical Specifications, SOR

(Section-3 Part A, B), General (Commercial) Conditions & Special (Commercial) Conditions of contract shall not be considered.

- 11.3 For the purpose of compliance to be furnished pursuant to the clause 11.2(a) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

## **12.0 BID SECURITY / EMD**

- 12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1 Part-A of DNIT.
- 12.2 The MSE bidders are exempted from payment of bid security:
- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the items will have to be attached along with the bid.
  - b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
  - c) MSE unit is required to submit its monthly delivery schedule.
  - d) If a vendor registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by ALTTC, BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.
- 12.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.
- 12.4. A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal.
- 12.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser pursuant to clause 13.
- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security.
- 12.7 The bid security may be forfeited:
- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
  - b) If the bidder does not accept the APO/ AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28.
- Note:** The bidder shall mean individual company/ firm or the front bidder and its technology/ consortium partner, as applicable.

## **13.0 PERIOD OF VALIDITY OF BIDS.**

- 13.1 Bid shall remain valid for period specified in clause-2 of section-2 of Tender Information. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- 13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

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

- 14.1. The bidder shall submit his bid (Techno-commercial and Financial), online only with EMD & Tender Fee, 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 by hand signatures 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.

#### **15.0 SEALING AND MARKING OF BIDS**

15.1 The bid should be submitted as per Clause 3, Section 2 of tender information.

The bidder shall submit his bid in two electronic envelopes;

The First envelope will be named as Techno-commercial bid. This envelope will contain documents of bidder's satisfying the eligibility /Technical & commercial conditions as per clause 2 & 10 with Bid Security as per Clause 12. Second envelope will be named as Financial bid containing Price Schedules as per Section-9 Part B.

15.2 If due to administrative reasons, the venue of Bid opening is changed; it will be displayed prominently on Room No. 103, 1st Floor, Admin Bldg and notice board on Ground Floor, Admin Bldg.

15.3 If both the envelopes are not marked and submitted as required at para 15.1, the bid shall be rejected.

#### **16.0 SUBMISSION OF BIDS**

16.1 Bids must be submitted by the bidders on or before the specified date & time indicated in Clause 6 of Section-1, Part-A i.e. DNIT.

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

16.3 The bidder shall submit its bid offer against a set of bid documents purchased by him for all or some of the systems/ equipment as per requirement of the Bid Documents. He may include alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.

#### **17.0 LATE BIDS**

17.1 No submission of bid shall be accepted after the specified deadline prescribed by the purchaser/GeM portal.

#### **18.0 MODIFICATION AND WITHDRAWAL OF BIDS**

18.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.

18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated.

18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

#### **19.0 OPENING OF BIDS BY PURCHASER**

19.1 The tenders will be opened through 'Public Online Tender Opening Event (POTOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (POTOE) from the comfort of their offices.

### **19.2 Sequence & Procedural details of Opening of Bid:**

- Name of electronic envelopes to be opened & information to be read out by Bid Opening Committee
- i) The bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the date of opening of techno commercial bids & sealed financial bids will be handed over to AGM (Works), ALTTC for retention. Thereafter the CET/TEC will evaluate Techno-commercial bids & the report of CET will be approved by competent authority. The financial bids of those bidders, who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC.
  - ii) The following information should be read out at the time of Techno-commercial bid opening:-
    - a) Name of the Bidder
    - b) Name of the item
    - c) EMD amount & validity and acceptability
    - d) Information in respect of eligibility of the bidder.
    - e) Details of bid modification/ withdrawal, if applicable.
  - iii) The following information should be read out at the time of Financial bid opening:-
    - a) Name of the Bidder
    - b) Name of the item
    - c) Quantities/prices quoted in the bid
    - d) Discount, if offered
    - e) Taxes & levies

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

### **20.0 CLARIFICATION OF BIDS**

- 20.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.
- 20.2 If any of the documents, required to be submitted along with the techno commercial and financial bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

### **21.0 PRELIMINARY EVALUATION**

- 21.1 The purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser.
- 21.3 If there is a discrepancy between words and figures, the amount in words shall prevail.
- 21.4 Prior to the detailed evaluation pursuant to clause 22, the purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.5 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not

subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

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

## **22.0 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS**

- 22.1 The purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to ALTTC, BSNL on the basis of total composite prices of the services offered inclusive of Packing, Forwarding, Freight and Insurance charges etc. but excluding goods and service tax which shall be paid extra.

## **23.0 CONTACTING THE PURCHASER**

- 23.1 Subject to Clause 20, no bidder shall try to influence the purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 23.2 Any effort by a bidder to modify its bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

## **24.0 PLACEMENT OF ORDER**

- 24.1. The purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods/services have been type approved/ validated by the purchaser. The purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 24.2 The ordering price of bid shall not exceed the lowest evaluated package price.
- 24.3. The purchaser reserves the right for the placement of order of entire d quantity on the bidder with the lowest evaluated price.

## **25.0 PURCHASER'S RIGHT TO VARY QUANTITIES**

Purchaser reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions. Such increase/ decrease will be intimated to contractor in writing at least 01 day in advance as per requirement under scope of work.

## **26.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

- 26.1 The purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.
- 26.2 **In case of any ambiguity in terms & condition and service level agreement of GeM and buyer specific terms & condition and agreement then Buyer's specific Additional Terms and Conditions (ATC) document uploaded on GeM portal, shall be treated as final.**

## **27.0 ISSUE OF ADVANCE PURCHASE ORDER**

- 27.1. The issue of an Advance Purchase Order shall constitute the intention of the purchaser to enter into contract with the bidder.
- 27.2 The bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance guarantee in conformity with the Proforma provided with the bid document at Section-7B.

## **28.0 SIGNING OF CONTRACT**

- 28.1 The issue of Advance Purchase order shall constitute the award of contract on the bidder.
- 28.2 Upon furnishing of performance guarantee by successful bidder (pursuant to clause 27) and signing of contract, the purchaser shall discharge the bid security in pursuant to clause 12.

## **29.0 ANNULMENT OF AWARD**

Failure of the successful bidder to comply with the requirement of clause 27 & 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the purchaser may award the work to any other bidder at its discretion or call for new bids.

## **30.0 QUALITY ASSURANCE REQUIREMENTS**

The quality of services will be monitored by the authorized representatives of the purchaser and their decision in this regard has to be accepted by the contractor.

## **31.0 REJECTION OF BIDS**

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

- a) Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
- b) Clause 2 & 10 of Section-4 Part A: If the eligibility condition as per clause 2 of Section-4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section-4 Part A are not enclosed, the bids will be rejected without further evaluation.
- c) Clause 11.2 (a) of Section-4 Part A: If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
- d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5 Part B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
- e) Section-4 Part A clause 9.3 on discount which is reproduced below:-  
"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".

31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4 Part A, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.

31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desired representatives of the participating bidder/companies present on the occasion.

31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.

31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days' notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

**32.0 NEAR-RELATIONSHIP CERTIFICATE**

- 32.1. 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 Security will be forfeited at any stage whenever it is noticed and ALTTC, BSNL will not pay any damage to the company or firm or the concerned person.
- 32.2. The Company or firm or the person will also be debarred for further participation in the tenders in the concerned unit.
- 32.3 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).
- 32.4. The format of the certificate is given in Section 6 (B).

**33.0 VERIFICATION OF DOCUMENTS AND CERTIFICATES**

The bidder will ensure that all the documents and 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 as deemed fit.

- 34.0 The supplier has to indemnify BSNL against loss of input tax credit to BSNL on account of blacklisting of supplier during tenure of contract.
- 35.0 This concurrence is subject to budget allotment by BSNL Corporate Office for the purpose.



## **SECTION-4 Part B**

### **SPECIAL INSTRUCTIONS TO BIDDERS**

These Special Instructions to Bidders shall supplement the '**Instructions to Bidders**' and in case of any conflict with those in Section-4 Part A i.e. GENERAL INSTRUCTIONS TO BIDDERS (GIB), the provisions herein shall prevail.

**1.0 Eligibility Conditions.**

As defined in clause 2 of DNIT (Section-4 Part – A)

**2.0 Bid Security**

The bank guarantee for bid security or Micro & Small Enterprise (MSE) registration certificate for claiming exemption from submission of bid security, as prescribed in clauses 12.1 & 12.2 of Section-4 A of the bid document should be submitted by the bidder in a separate cover. The bank guarantee so submitted shall be as per the format given in Section-7 A on prescribed non judicial stamp paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number.

**3.0 Distribution of Quantity**

Only one contractor will be selected.

## SECTION-5 Part A

### GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

#### 1. APPLICATION

The general condition shall apply in contracts made by the purchaser for the procurement of services for “Watch & Ward Services at ALTTC Ghaziabad.

#### 2. PERFORMANCE GUARANTEE

- a) The bidder (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc.) shall furnish performance guarantee to the purchaser for an amount equal to 5% of the value of Advance purchase order within 14 days from the date of issue of Advance Purchase Order by the purchaser.
- b) The proceeds of the performance guarantee shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- c) The performance guarantee Bond shall be in the form of Bank Guarantee issued by a scheduled Bank, valid for 30 months, in the Proforma provided in 'Section-7B of this Bid Document.
- d) The performance guarantee Bond will be discharged by the purchaser after completion of the bidder's performance obligations including any warranty obligations under the contract.

#### 3. Labour Regulations

The contractor shall obtain a valid labour licence under the Contract Labour (R&A) Act 1970 and the Contract Labour (R&A) Central Rules 1971, before commencement of the work, else he will not depute more than 19 persons at a time on any day. A copy of labour licence has to be submitted by him to ALTTC. He shall continue to have a valid licence until the completion of work. The contractor shall also abide by and comply with the provisions of the Child Labour (Prohibition and Regulation) Act 1986, Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Maternity benefits Act 1961, Apprentices Act, 1961, EPF & Misc. Provisions Act 1952 & Employees Provident Fund Scheme 1952 and ESI Act 1948 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The contractor is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits/ risks in relation to employees to be engaged by him. . The contractor shall maintain all the statutory registers, required under labour laws. The contractor shall also produce these records on demand by ALTTC authority. If he fails to do so, his failure will be a breach of the contract and ALTTC may at its discretion cancel the contract without prejudice to any other action under the law and contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the acts.

- a) The contractor shall indemnify ALTTC against payments to be made under and for the observance of the laws without prejudice to his right to claim indemnity from sub-contractors.
- b) The aforesaid regulations shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- c) ALTTC shall have the right to deduct from the money due to the contractor, any sum required or estimated to be required, for making good the loss suffered by a worker or workers, by reason of non-fulfillment of the conditions of the contract of the benefit of the workers, non-payment of wages or of deduction made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations. In the event of any loss/ damages caused directly or indirectly to

ALTTC, the same will be payable by the contractor along with such penalty as may be decided by ALTTC which shall not be less than 10 percent of the total loss suffered by ALTTC.

- d) Security Deposit will not be refunded till clearance certificate from Labour Officer is obtained by the contractor.

#### **4. SAFETY REGULATIONS**

- 4.1 During the execution of work, unless otherwise specified the contractor shall at his own cost provide all materials and execute all work necessary for the stability and safety of all equipment, structures, excavations and shall ensure that no damage, injury or loss is caused or is likely to be caused to any person or property.
- 4.2 The contractor shall be responsible to take all precautions to ensure the safety of the property whether of public or company and shall post such lookout men as in the opinion of the officer in charge are required.

#### **5. STATUS OF THE CONTRACTOR AND ITS STAFF MEMBER(S)**

- 5.1 The contractor shall have the legal status of an independent contractor. Neither the contractor nor its staff members, nor any person employed by the contractor or its agents for the performance of the services under the present contract shall be considered in any way as being staff members of ALTTC.
- 5.2 The ALTTC shall accept no liability for, nor any financial or other consequences arising from, sickness, injury, damages or death of the personnel of the contractor or of any person performing on their behalf any work under the present contract, including the time spent in travel, nor for any damages which may arise by reason of the neglect or default of any of them.
- 5.3 The contractor shall indemnify and hold harmless the ALTTC in respect of any claim arising out the contractor or its staff members’ negligence or unlawful performance under the present contract for any liability as referred to in paragraphs 5.2 above, including their heirs and assigns, or by third parties.
- 5.4 For the purposes of this article, the term third party shall be deemed to include “inter-alia” officials of ALTTC and its agents and officials, as well as any person or entity employed by the contractor or engaged for the contractor, in order to perform services for, or supplying goods to the contractor in connection with the implementation of the present contract.
- 5.5 Notwithstanding anything to the contrary contained in this contract, the contractor shall only be liable, and shall only be required to indemnify the ALTTC/BSNL, in respect of claims or liabilities that arise out of the negligence, breach of contract or unlawful conduct of the contractor or its staff members or agents in the performance of this contract.

#### **6. Responsibility for payment of wages –**

- 6.1 The contractor shall be responsible for payment of wages to each worker employed by him as contract labour and such wages shall be paid before the expiry of such period as may be prescribed.
- 6.2 In case the contractor fails to make payment of wages within the prescribed period or makes short payment, then ALTTC shall make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the contractor and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor under any contract or as a debt payable by the contractor.
- 6.3 The contractor shall fix wage periods in respect of which wages shall be payable.
- 6.4 No wage period shall exceed one month.
- 6.5 The wages of every person employed by the contractor shall be paid by “ECS/Cheque” before the expiry of

the seventh day after the last day of the wage period in respect of which the wages are payable. In case the work is completed before expiry of the wage period, final payment shall be made within **48** hrs of last working day. **All the payments should be made in presence of "Authorized Representative" of ALTTC.**

- 6.6 Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.
- 6.7 Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act, 1936 (IV of 1936).
- 6.8 A notice showing the wage period and the place and time of disbursement of wage shall be displayed at the place of work and copy sent by the contractor to ALTTC under acknowledgement.

**7. Schedule of Submission of Bills: -**

The contractor shall submit single bill for the contracted actual work done, on monthly basis and the bills will be paid within 6 weeks thereafter. However, any deterioration in the services should not be there on the plea of delay in receipt of payment.

**8. Payments:-**

- a) Payments will be made through RTGS (Real time Gross Settlement) or NEFT (National Electronic Fund Transfer) as the case may be.
- b) Mandate willing to receive e-payments signed by authorised signatory of vendor shall be submitted by the vendor containing following information at the time of signing of Agreement/Contract.
1. Account beneficiary's name.
  2. Account type.
  3. Account number.
  4. Name of the bank.
  5. Bank Branch's NEFT code.
  6. IFSC code in case of Transfer through RTGS.

All the above particulars which form the essential element of this mandate may be duly verified by Banker of the vendor.

- c) Monthly running bill will be submitted by the contractor along with Goods and Service Tax challans of the previous month exclusively deposited in the bank in respect of ALTTC.
- d) The contractor will also have to submit employee-wise proof of ESI & EPF contribution, of the previous month, as issued by appropriate authority, along with monthly bill. In case bills are not submitted with the above documents, ALTTC will not be responsible for delay in payment.
- e) If for any reason work is done for only a part of the month, payment will be made on pro-rata basis for the number of days work has been performed. This is without prejudice to the penalty to be imposed for contractual defaults.

**9. Deductions: -**

In case the contractor fails to execute/ perform the assigned works or part thereof, ALTTC shall be authorized to make suitable deductions as deemed fit by ALTTC from the bills of the contractor and damages will be charged to the extent of loss. Suitable deductions shall be the price being paid by

ALTTC for the service or part of service plus penalty as decided.

**10. PRICES**

Prices charged by the bidder for services performed under this contract shall not be higher than the prices quoted by the bidder in its Bid.

**11. SUBCONTRACTS**

The bidder shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in its bid. Such notification, in its original bid or later shall not relieve the supplier from any liability or obligation under the Contract.

**12. DELAYS IN THE SUPPLIER'S PERFORMANCE**

12.1 Start of services and performance of the services shall be made by the bidder in accordance with the time schedule specified by the purchaser in its purchase order. In case the services are not started in the stipulated time period, as indicated in the Purchase Order, purchaser reserves the right to short-close/ cancel this purchase order and/ or recover liquidated damage charges. The cancellation/ short-closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied services at the risk and cost of the defaulting vendors.

12.2 Delay by the bidder in the performance of its service obligations shall render the Supplier liable to any or all of the following sanctions:

- (a) forfeiture of its performance guarantee,
- (b) imposition of liquidated damages, and/ or
- (c) Short closure of the contract in part or full and/ or termination of the contract for default.

**13. LIQUIDATED DAMAGES**

a) The date of start of services specified in the work order should be deemed to be the essence of the contract and the services should be started on that date. Extension will not be given except in exceptional circumstances. Should, however, the service be started after the date specified in the work order, such starting of services will not deprive ALTTC of its right to recover liquidated damages as per **Clause 13(b)** below.

b) Should the contractor **fails to start services** on specified date, ALTTC shall be entitled to recover liquidated damages to the extent of the difference in charges incurred by ALTTC in making alternative arrangements along with penalty of Rs. 500/- per day for the delayed period.

Note: GST (if applicable) on account of liquidated damage would be borne by contractor.

**14. ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT.**

In case of default by Bidder(s)/ Vendor(s) such as

- (a) Failure to deliver and/ or commission any or all of the services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.
- (b) Failure to perform any other obligation(s) under the Contract; and
- (c) If the contractor persistently neglect to carry out his obligation under the contract and/or commits default in complying with any of the term and the condition of contract and does not remedy it or take effective steps to remedy it within the time specified after a notice in writing is given to him in that behalf by purchaser.

When the contractor has made himself liable for any of the cases aforesaid, the ALTTC shall have the powers to terminate the contract as aforesaid and get the work done by employing another agency at the

risk and cost of contractor.

**15. FORCE MAJEURE**

- a) If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- b) Provided, also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the bidder at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the bidder may with the concurrence of the purchaser elect to retain.

**16. Extension of Contract**

ALTTC will also have the right to extend this contract on the same rates, terms & conditions at one time or in spells of lesser time period upto a cumulative maximum period of **six months** or till an alternative arrangement is made whichever is earlier. Extension beyond **six months** on the same rates, terms and conditions will be mutually agreed upon.

**17. Termination for insolvency**

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

**18. ARBITRATION**

- 18.1 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:
  - 1. A party wishing to commence arbitration proceeding shall revoke Arbitration Clause by giving 60 days’ notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
  - 2. The number of the arbitrators and the appointing authority will be asunder:

Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority

Above Rs. 5 lakhs to Rs. 5 crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL.	BSNL (Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs. 5 crores	3 Arbitrators	One arbitrator by each party and the 3rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.

3. Neither party shall appoint its serving employee as arbitrator.
4. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same: otherwise, he shall proceed de novo.
5. Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
6. Unless otherwise decided by the parties, Fast Track procedure as prescribed in the Arbitration Conciliation (Amendment) Act, 2015 for resolution of all disputes shall be followed, where the claim amount is upto Rs.5 crores.

**Fast track procedure —**

1. Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section (3).
2. The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.
3. The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-
  - a. The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
  - b. The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
  - c. An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
  - d. The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.
4. The award under this section shall be made within 'a period of six months from the date the arbitral tribunal enters upon the reference.
5. If the award is not made within the period specified in sub-section (4), the provisions of sub- sections (3) to (9) of Section 29 A of Arbitration Conciliation Act, 1996 & its subsequent amendment in 2015 shall apply to the proceedings.
6. The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.]
7. The arbitral tribunal shall make and publish the award within time stipulated as under:

<b>Amount of Claims and Counter Claims</b>	<b>Period for making and publishing of the award (counted from the date the arbitral tribunal enters Upon the reference)</b>
UptoRs. 5 crores	Within 6 months (Fast Track procedure)
Above Rs 5 crores	Within 12 months

However, the above time limit can be extended by the Arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the Act.

8. In case of arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.

9. The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case may be).
10. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

Following Arbitration Clause may be incorporated in Contracts POs, APOs, Tenders, Eols, etc. between BSNL and Central/State Government (s) as the case may be in terms of DPE guidelines for settlement of commercial disputes between Public Sector Enterprises inter-se and Public Sector Enterprise(s) and Government Department(s) through Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises.

In the event of any question, dispute or difference arising under this agreement or in connection therewith 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 ALTTC or in case his designation is 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 ALTTC or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager ALTTC or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the Chief General Manager ALTTC or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. There will be no objection to any such appointment that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government Servant he has expressed views on all or any of the matters under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chief General Manager ALTTC or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

- 18.2** The arbitrator may from time to time with the consent of parties extend the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 18.3** The venue of the arbitration proceeding shall be the office of Chief General Manager ALTTC at



Ghaziabad or such other places as the arbitrator may decide.

**19. SET OFF**

Any sum of money due and payable to the bidder (including performance guarantee refundable to him) under this contract may be appropriated by the purchaser and set off the same against any claim of the purchaser for payment of a sum of money arising out of this contract or under any other contract made by the bidder with the purchaser.

**20. COURT JURISDICTION**

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

20.2 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 the 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 Ghaziabad only”.

## SECTION –5 Part B

### SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

#### Subsection-1:

1. Successful Bidder will sign the contract agreement with ALTTC for providing watch & ward services in ALTTC campus and will be referred to as contractor or agency.
2. ALTTC reserves the right to terminate the agreement with the agency at any point of time in case of unsatisfactory performance with a notice period of ten days. In such a case the Security Deposit shall stand forfeited. The decision of CGM ALTTC, BSNL, Ghaziabad, shall be final & binding in this regard.
3. ALTTC shall in no case be liable or responsible for reimbursement or payment of compensation or damage to anyone under any Act in respect of any loss (physical or material) to the deployed watch & ward guards or to any third parties for any damages which may arise by reason of any neglect or default of any of them or otherwise, in ALTTC campus or outside the campus during the period of agreement with the agency.
4. The bidder shall be solely responsible for the sickness / accidents/ injuries/ death or any other loss of its deployed staff or of any person performing on its behalf any work under this contract, including the time spent in travel. The agency shall make its own arrangement for providing all facilities like boarding and transport etc. for its workers. The responsibility for the safety of watch & ward guards engaged by the bidder shall be entirely of the bidder only.
5. Agency shall ensure that deployed watch & ward staff in the course of their duties shall adhere to all safety regulations such as all possible protective gears and standard precautions while on duty and will report to proper Govt. authorities about the accidents and treatment of the injured etc. During the execution of work, the contractor/ agency shall at its own cost provide all materials and execute all work necessary for the stability and safety of all deployed manpower and shall ensure that no damage, injury or loss is caused or is likely to be caused to any person or property.
6. The successful Bidder shall provide uniform, shoes and other essential items to deployed guards to properly perform their duties (like torch, searchlight, batons, bicycle etc.).
7. The contractor shall be responsible to take all precautions to ensure the safety of all the properties in the ALTTC campus, whether public or BSNL / DoT and shall post such lookout men as required in the opinion of the ALTTC authorities.
8. ALTTC will not be held responsible for any use or misuse of fire arms (firing etc.) by the watch & ward persons of the agency. The whole responsibility in this regard, including any injuries or loss of life to any one, will be of the agency.
9. The agency shall ensure and keep insured its personnel deployed in the premises of ALTTC against all liabilities for death and injury or any loss whatsoever, on account of any accident / mis-happening in the course of performing the assigned job.
10. In the event, if ALTTC is made liable to pay any damage or compensation in respect of deployed persons of the watch & ward agency, the agency shall immediately reimburse to ALTTC such damage or compensation on demand by ALTTC.
11. The bidder shall be responsible for any theft or loss of any items in ALTTC campus and compensate in full, the loss sustained by ALTTC on account of damage/ theft/ loss of material during the contract period. Decision of committee empowered by CGM ALTTC BSNL for assessing the loss & compensation to be recovered from the contractor / agency shall be final & binding on the contractor / agency and shall be borne by the contractor / agency. The compensation shall be recovered from the running bills of the agency or through any other means as decided by the CGM ALTTC.
12. In the event of theft / attempt of theft/ pilferage of any material / or any damage to any person or property in the ALTTC campus or any unlawful activity in the campus, the agency shall lodge the FIR to police and take up / pursue the case with police & submit report and actively assist BSNL. The Agency should follow up the case till the case is closed or discharged from Court of Law.
13. The loss that ALTTC may incur due to acts of omission or commission or negligence of the agency or its deployed persons shall be deducted from the contractor’s bills. The decision of CGM ALTTC or his

successor in all such events shall be final and binding.

14. The successful agency shall provide within ten days of being issued a work order, the list and the details of guards along with reserve personnel who are likely to be engaged. The list shall contain individual personal details like Name, Father's Name, Age, Nationality, Address, Educational qualification, Passport size photograph, Adhaar no., EPF/ ESI details, Bank Account number. The information furnished shall be supported by documentary evidence.
15. The agency shall supply & maintain the relevant visitor, vehicle & goods registers as specified by the ALTTC at the main gate of ALTTC.
16. The agency shall comply with all statutory obligations under the Central Govt. and State Govt. Acts from time to time. The watch & ward staff should comply the standard stipulated in Private Security Agencies (Regulation) Act, 2005 with up to date amendments.
17. The contractor shall have the legal status of an independent contractor. Every watch & ward guard employed by the agency for this contract shall be deemed to be the staff of watch & ward agency and no such guard / worker shall have any claim or right whatsoever against BSNL. Neither the contractor nor its staff members, nor any person employed by the contractor or its agents for the performance of the services under the present contract, shall be considered in any way as being staff members or employee of ALTTC or BSNL.
18. The watch & ward agency & its guards deployed in ALTTC campus shall be bound to observe all the instructions issued by ALTTC BSNL Ghaziabad, including instructions concerning general discipline and proper behavior. The watch & ward staff on duty will be polite and courteous while dealing with the BSNL/DoT Staff or any other persons. All the deployed personnel shall maintain official decorum and abide by general rules & regulation of BSNL. The Watch and ward guards should not be in a state of intoxication while on duty.
19. Watch & ward persons should not indulge in any kind of Trade union / Association activities in and around ALTTC Campus. Strike by watch & ward agency on account of any dispute between the agency and their guards regarding wages or any other reasons shall not be deemed to be a reason beyond the watch & ward agency's control and the agency shall be responsible for any loss or damage which the BSNL may suffer on this account.
20. The Agency shall ensure that all the employees engaged by the agency are free from all communicable or contagious, infectious and other diseases. If in the opinion of ALTTC, any employee of the agency is found to commit any misconduct or indulge in misbehavior or found unsuitable for duty due to any reason, ALTTC in its sole discretion may require the agency to remove such employee and the agency shall remove such employees without questioning the decision of ALTTC in this respect. ALTTC will be entitled to restrain such employees from entering the ALTTC campus.
21. The agency shall name a competent authorized representative. The representative shall represent the watch & ward agency and all directions given to him shall be binding as if given to the agency. The authorized representative shall be available on phone to receive the instructions. The representative of the agency should visit & meet the management of ALTTC as may be required for effective services.
22. The agency shall deploy one supervisor / duty in-charge among the deployed guards for each shift (Morning/ Evening/ Night). The three supervisors shall ensure that all three shift duties as assigned by ALTTC authorities, are performed by watch & ward staff in the desired manner. Supervisors will ensure presence of all guards on their respective posts & in patrolling duties during their shift duty. They will ensure that no security post or patrolling duty remains vacant at any time during their duty.
23. The supervisors shall ensure that deployed guards are always active and vigilant towards security of the ALTTC campus at all time during their duty hours.
24. The supervisors shall ensure that after duty hours of a guard, charge of the post / patrolling shall be handed over to the next incoming guard and any post will not be left vacant until the next incoming guard takes charge. Any watch and ward guard on duty shall not leave his post until his reliever reports for duty at the post. Any gap in duty created by early going and late coming of next guard shall be responsibility of the respective shift supervisor & the agency.
25. If any **watch & ward** guard is found absent from his **post** / duty at any time, then **the wages shall be deducted on pro rata basis per guard from the bill for that day and a penalty of Rs. 500/- per occasion**

**shall be imposed.**

26. An attendance register of watch & ward staff shall be maintained by the supervisors /agency and shall be submitted to ALTTC on demand.
27. No additional charges shall be entertained by ALTTC for the supervisors to visit the compound and supervise the guard's duties during their shift.
28. The bidder shall submit bills on a monthly basis as per agreed rates.
29. ALTTC, Ghaziabad, shall not be liable to provide any residential accommodation or transport or food to the supervisor and watch & ward persons deployed by the agency.
30. No cooking or lodging or stay beyond duty hours of any watch & ward persons shall be allowed inside ALTTC campus.
31. Deployed watch & ward persons shall not allow entry or entertain any of their personal visitor inside the ALTTC campus.
32. The bidder shall not be permitted to transfer its rights and obligations under this agreement to any other person or organization.
33. The bidder will be bound by the details and all documents furnished by it to ALTTC, Ghaziabad. In case, any of the details or documents furnished by it are found to be false at any stage, the BSNL shall have the right to proceed against the bidder under the process of law. The bidder shall not impose any other conditions during the period of contract / agreement.
34. Watch and ward Agency will ensure that all instructions of the ALTTC authorities are strictly followed and there is no lapse of any kind.
35. In case of breach of any of the terms of agreement by the bidder, the Security Deposit is liable to be forfeited. Any sum of money due or payable to the bidder including the security deposit refundable to it under the agreement can be forfeited by the BSNL.
36. Any other provisions as instructed/ issued by the BSNL Corporate Office in due course of time shall be incorporated in the agreement. The same shall also be binding on the bidder.
37. The bidder shall be responsible for the due compliance of statutory provisions of various enactments that are applicable to them.
38. The bidder making payment to workers by cheque or by crediting the wages in their bank account directly should do so after obtaining written authorization of the deployed staff.
39. The bidder shall ensure that all the required returns are prepared and submitted to the respective authorities in time. The remittance of GST to Statutory Authorities is to be submitted on monthly basis with documentary evidence. GST returns to be filed periodically.
40. The watch & ward guards deployed by the bidder must carry their photo identity cards duly certified/ issued by the agency/ bidder. The guards shall wear distinguishable uniform.
41. The bidder shall ensure that any information if required will be prepared and submitted to ALTTC in time.
42. Canvassing in any form is strictly prohibited and tenders/ bids submitted by bidder who resort to canvassing shall be liable for rejection.
43. The intending bidders may visit the whole ALTTC campus including remote and peripheral areas of the campus (during night /dark time also) to observe the extent of locations coming under the watch and ward activity, and shall give a certificate to this effect.
44. Any watch & ward person to be deployed for security in ALTTC campus during this contract and supervisor must be shown the whole ALTTC campus including remote and peripheral areas of the ALTTC campus (during night time/dark also) before their deployment in the campus. Agency has to collect this undertaking from every person before his deployment for security duty in ALTTC campus. The Tender is subject to the discharge of the duties, responsibilities and obligations imposed as such under the following acts and is the exclusive responsibility of the bidder after the acceptance of the tender of ALTTC: -
  - i) The Minimum Wages Act, with rules and orders and notifications issued there under from time to

- time. The contractor shall ensure that the payment is made in accordance with the notification for the minimum wages issued by Labour Department from time to time and also abide by provision of Employees Provident Fund and ESI contributions.
- ii) Employees State Insurance Act w.r.t. persons provided by him.
  - iii) Contract Labour (Regulations & Abolition) Act 1970 with rules, orders and notifications made there under from time to time.
  - iv) Industrial Dispute Act, 1947 with Rules Orders, & Notifications issued there under from time to time.
  - v) The workmen Compensations Act 1923 with rules, orders & Notifications issued there under from time to time.
  - vi) Shops and Establishments Act if applicable with Rules, Orders & Notifications act, if issued there under from time to time.
  - vii) Payment of Gratuity Act 1972 if applicable with Rules, Orders & Notifications issued there under from time to time.
  - viii) Payment of Wages Act 1936 with Rules, Orders & Notifications Act if applicable with Rules, Orders & Notifications issued there under from time to time.
  - ix) Employees Provident Fund & Miscellaneous provisions Act 1952 with Rules, Orders & Notifications Act applicable with Rules Orders & Notifications issued there under from time to time.
45. The remittance of EPF recovery to EPF Authority from the wages on monthly basis, with documentary evidence is to be submitted.
  46. The payment to guards shall be made through ECS/ RTGS only.
  47. In case of any additional financial burden on the agency due to revision in minimum wages or due to any statutory revisions by the govt. during the contract period, the same shall be reimbursed on submitting the documentary evidence to this effect.

## **Subsection-2:**

### **(A) Schedule of watch & ward activities:**

**The strength of watch & ward staff to be deployed may vary and will be decided by ALTTC administration from time to time and informed to the agency accordingly.** Number & location of security posts and timing of shifts can be altered as per need by the ALTTC administration at any time during the contract. ALTTC administration will have the right to increase or decrease **up to 25%** of the quantity of services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract and with a prior notice of 10 days to the watch & ward agency during the period of the contract. Accordingly, payment shall be done on pro-rata basis for the actual number of persons deployed.

The watch & ward persons are to be provided as per guidelines and eligibility condition under Private Security Agencies (Regulation) Act, 2005 with up-to-date amendments and fully conversant with security duties. They shall patrol the entire ALTTC campus (an area of 81 acres) during day and night to ensure that no theft or sabotage takes place. Back side of ALLTC campus includes desolated & semi forest type area also with a short heighted boundary wall at present. The patrolling should also be resorted to, along the boundary wall wherever possible to check unauthorized entry/exit of men and material.

**All the deployed persons will sign attendance register kept at main gate of ALTTC to be separately maintained by the agency.**

### **(B) Watch & ward procedure:**

- 1) **Main Gate :** While controlling the entry through the main gate the following points may be kept into consideration: -
  - a. Check point shall maintain a visitor register and the watch & ward guard manning the check point is responsible to make proper entries in this register.
  - b. In order to allow taking away of the departmental material / stores / equipment etc., a printed gate pass, signed & stamped by the custodian of material & concerned faculty head shall be issued. The

gate pass will be countersigned by the Admin. section of ALTTC before release of store from ALTTC.

- c. While issuing a gate pass four copies shall be prepared for use as under: -
- (i) First copy - To be kept by the issuing authority/ custodian of material being taken out.
  - (ii) Second Copy - To be kept by the watch & ward guard.
  - (iii) Third Copy - To be retained by the person carrying the goods.
  - (iv) Fourth copy – To be submitted to Admin. Section.

On duty guard shall cross check the quantity & specification of material being carried out with details mentioned on the gate pass before allowing the material to be taken and shall contact ALTTC administration in case of any mismatch or doubt or suspicion.

- d. The record of any items being taken out of ERP building & main gate of ALTTC campus shall be maintained. Departmental stores / equipment should not be allowed to go without proper gate pass and detailed entry in the goods register as directed by the ALTTC officer in-charge. Register for the purpose shall be supplied by the Bidder.
- e. Any colony resident or owner of any shop in shopping centre, shifting his Luggage out of the campus, has to produce a gate pass to the guard on duty at main gate. The gate pass should be duly signed by the colony resident / shop owner & countersigned by the Security officer of ALTTC.
- f. Watch & ward person / guard shall check the materials/ properties going out of offices/ hostels as per the procedure laid down by the ALTTC Authority.
- 2) Detailed Instructions related to each post are given as under. However, these are subject to change as per the need of the ALTTC administration.
- a. Staff of ALTTC without proper identity cards may be allowed entry once or twice on confirmation from the office in-charge. In case of repetition this may be brought to the notice of the BSNL Authority for a decision.
- b. Visitors coming to meet the officers of the department /ALT colony residents for official/ private purposes may be allowed. The watch & ward guard on duty shall call the concerned officer/ concerned resident on phone, to verify whether the concerned officer is on duty or willing to meet the visitors. Having ascertained as above, the guard shall make an entry in the visitor register and allow the visitor to meet the concerned officer/ official.
- c. No visitor is to be allowed entry without proper ID proof and confirmation from concerned colony residents or DoT/NTIPRIT/ BSNL staff.
- d. All authorized persons (ALTTC, DoT/NTIPRIT or INMARSAT staff / colony residents) may be allowed to move freely inside campus. The presence of the guard at the gate should in no case be a source of harassment to officers/ officials/ colony residents/ authorized visitors.
- e. Any visitor to the shopping centre inside campus may be allowed only after proper verification of identity documents and after satisfaction of guard.
- f. Contract workers like HK workers and Mess workers deployed by mess managers shall be issued ID cards by their respective employers. They will be allowed after checking their ID cards.
- g. Any person of doubtful integrity, anti-social elements, unknown persons, person in a drunken state or person with a weapon should not be allowed to enter. The watch & ward guard on duty has to use his own discretion or take advice from ALTTC authorities in case of doubt. They shall thoroughly check any bags or articles being taken inside the ALT campus; any doubtful article may be deposited at the entry gate and reported to ALTTC authorities.

**(C) Duties of watch & ward guards:**

- (1) The watch & ward agency shall provide guards to carry out the security related work satisfactorily on round the clock basis.
- (2) The agency shall provide replacement of guards in case of protracted illness, absenteeism, casual, sick

leave, weekly off etc. so as to ensure full no. of guards at all times.

- (3) While on duty, they shall remain standing at the check post located at various designated security posts of ALTTC campus and at any other point specified by the ALTTC authorities and shall always remain alert throughout the duty period.
- (4) Guards deployed in patrolling duty shall patrol the entire campus as instructed by ALTTC authorities during day and night. The patrolling should also be resorted to along the boundary wall wherever possible to check unauthorized entry/exit of men and material.
- (5) The guards on patrol duty shall lodge a complaint about the faulty lights on the electric poles or other fixtures with substation over phone. Also, they shall report to concerned official about any running water wastage from water hydrants and taps, if noticed.
- (6) They shall also follow any other method / instructions prescribed / issued by the ALTTC Authority in regard to the security of ALTTC campus & enforcement of the watch and ward services from time to time.
- (7) Guards should be well trained to extinguish any fire in the campus with the help of fire extinguishing cylinders and other firefighting material available on the spot. If there is fire in any part of ALTTC campus, the guards shall try to extinguish the fire, call the fire stations and also help the firefighting staff in extinguishing the fire and help in any other natural calamity. He should also inform the officers in-charge in case of fire or any other hazards
- (8) They shall physically frisk the visitors and ensure regulation of queues etc. All the visitors shall be regulated through entry gate after thorough checking.
- (9) They shall allow entry/ exit of vehicles with valid entry/ parking stickers issued by ALTTC to BSNL/ DoT staff & colony residents, which are pasted upon the vehicle.
- (10) They shall monitor the movement of vehicles inside the campus and will note down details of visitor vehicles entering the campus and note down in & out times in the register. Visitor vehicles may be thoroughly checked, when going out of ALTTC. No private vehicles should be allowed to park overnight within the ALTTC campus.
- (11) They shall check & out the persons loitering in the premises without any genuine purpose.
- (12) They shall check the premises and see for the abandoned articles, packages etc.
- (13) They shall check the toilets, staircases for any abandoned articles.
- (14) They shall watch out for the persons moving in suspicious manner i.e. wearing unsuited clothes for the season or leaving any articles. In case of any doubt, they shall minutely search the dress for arms or explosives etc.
- (15) They shall question the persons moving suspiciously.
- (16) They shall monitor the live & stored CCTV footage wherever available and act accordingly to actively prevent any untoward incidents inside the ALTTC campus.
- (17) They shall inform/ contact appropriate authorities of ALTTC in the event of any alarms (Visual/ Audible/ sensory) in various panels or otherwise, whenever observed.
- (18) They shall take over/ make over the charge wherever round the clock guards are required.
- (19) In the event of theft of ALTTC's properties, based on the investigation, if it is emerging that the guards of the watch & ward agency are prima facie involved in such theft, then the agency shall remove those guards from BSNL duty and shall report such incident to the police on advice from the company and do the necessary follow-up on the same. If required on ALTTC advice, the watch & ward agency shall file FIR with police and carry out the necessary follow-up. ALTTC is at liberty to recover the losses from the agency (Bidder) in case of theft due to any reason.
- (20) A team of ALTTC officers will carry out inspection of guard performance from time to time. If it is found that proper service is not being provided or if any guard is found to be negligent towards his duty or found to be in drunken condition, then those guards should be removed and replaced by the agency as

- per direction of ALTTC.
- (21) The ALTTC, Ghaziabad, may assign additional duties and responsibilities to the watch & ward guards from time to time as per the actual field requirements and conditions.
  - (22) Guards shall always be alert & active for their own safety also, during duty hours or otherwise in the campus or nearby areas especially when they are present in remote or bushy or backside areas of the ALTTC campus or in dark (during evening or night duty etc.) or when near an abandoned building in the campus .
  - (23) Watch & ward agency (bidder) shall take care for the safety of guards also deployed in ALTTC campus & will be solely responsible for safety of guards in the campus from any anti-social intruders (thief etc.) or from any natural threat present in the campus, including antelopes (neelgai), snakes, dogs, monkeys, porcupine (saahi) etc. or any other wild animal present in the campus.
  - (24) Guards shall remain alert from drug addicts, which may intrude in to the campus because Nasha Mukti Kendra is situated just behind the Bhabha Hostel area.

**Subsection-3:**

- (1) The contractor shall deploy only those persons whose antecedents have been verified by the Police. Proper identity cards are to be issued by the bidder to their deployed watch & ward guards. No person shall be deployed by the agency without his police verification.
- (2) The contractor shall be responsible and liable for any loss or theft of the assets of ALTTC during the period of contract caused by the agency's negligence or default of his employees.
- (3) Submission of bid shall bind the bidder to the acceptance of all the terms and conditions specified here in unless specified otherwise separately and mutually agreed to.
- (4) The contractor shall be responsible for compliance of all the laws rules/ regulations and Govt. instructions to protect the interest of the employees/worker engaged by him and shall ensure payment of all the statutory dues/ liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.
- (5) Contractor will be liable for all the acts of omission or commission on the part of the persons hired by him and shall compensate all damages / loss caused by such acts of omission or commission to the purchaser.
- (6) The contractor shall ensure that the payment is made in accordance with the notification for minimum wages issued by respective Labor department from time to time and also abide by provision of Employees Provident Fund (EPF) & ESI contributions. In case of any increase in Minimum Wages during the contract period the same will be intimated to ALTTC with copy of notification of Gazette. The rate of Watch & Ward charges will be revised in the same ratio of change in Minimum Wages in that particular period, accordingly
- (7) The contractor shall also ensure effective supervision of the Watch & Ward services in all the locations.
- (8) The contractor shall be liable to pay the whole amount of loss on account of stores stolen or damaged, during the contract period due to any reasons, whatsoever and whether due to any fault or neglect on his part.
- (9) For any dispute arising during the period of contract the decision of the CGM ALTTC shall be final & binding on all parties concerned. The contractor shall settle all disputes between him and the Workers employed by him for the work under the contract by himself. The purchaser shall not be a party in any way whatsoever in any of such disputes.
- (10) Contractor shall submit the bills in triplicate for the services provided in previous month, latest by 15th day of next month along with verification of services rendered, along with complete documents. The following documents should accompany as documentary proof:
  - (i) List showing the details of laborers/ employees engaged.
  - (ii) Duration /days of their engagement
  - (iii) The amount of wages paid to such employees for the duration in question.
  - (iv) Amount of EPF / ESI contributions (both employers and employees' contribution) for the duration of engagement, paid to the EPF / ESI authorities
  - (v) Copies of authenticated documents / challans of payments of such Contribution to EPF/ ESI authorities.



- (vi) A declaration from the contractors regarding compliance of the conditions of EPF Act 1952/ESI Act 1948 and minimum wage act.
- (vii) Copy of ECS statement showing payment of wages transferred to workers through online.
- (viii) Copy of GST challan mentioning the invoice no. & date against which the GST amount has been submitted.

**SECTION-6**

**UNDERTAKING & DECLARATION**

**Section- 6(A) - For understanding the terms & condition of Tender & Spec. of work**

**a) Certified that:**

1. I/ We ..... have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.

1. If I/ We fail to enter into the agreement & commence the work in time, the EMD/Performance guarantee deposited by us will stand forfeited to the ALTTC, BSNL Ghaziabad.

2. I/ We are not black listed by GST authorities.

**b) Tenderer hereby covenants and declares that:**

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.

2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to reject our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ Performance guarantee/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date: .....

Signature of Tenderer

Place: .....

Name of Tenderer .....

Along with date & Seal

**Section-6 (B) – NEAR-RELATIONSHIP CERTIFICATE:**

(Format of the Certificate)

"I.....S/o.....

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

Signature of the Tenderer  
With date and seal

**SECTION- 7**

**PROFORMAS**

**Section -7(A) For the BID SECURITY/EMD Guarantee**

(To be typed on non-judicial stamp paper of appropriate value)

**Sub: Bid Security/EMD guarantee.**

Whereas M/s ..... R/o .....  
(Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs. ..../-  
(hereafter known as the "B. G. Amount") valid up to ...../ 20..... (hereafter known as the "Validity date") in  
favour of the AGM (Works), ALTTC, BSNL, Ghaziabad. (Hereafter referred to as BSNL) for participation in the  
tender for "Watch & Ward Services at ALTTC Ghaziabad" vide Tender ALTTC-ALT/14/2/2023-11 dated  
25/07/2023 Now at the request of the Bidder, We ..... Bank  
.....Branch having .....  
..... (Address) and Regd. office address as .....  
.....  
(Hereinafter called "the Bank") agrees to give this guarantee as hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.
5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything herein contained ;
  - (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
  - (b) The guarantee shall stand completely discharged and all rights of the BSNL 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 BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "**AO (Cash) ALTTC, Ghaziabad**" payable at Ghaziabad.
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 .....

E-mail ID .....

**Section - 7(B) For the Performance Guarantee**  
(To be typed on non-judicial stamp paper of appropriate value)

Dated:.....

**Sub: Performance Guarantee.**

Whereas CGM, ALTTC, BSNL, Ghaziabad (hereafter referred to as BSNL) has issued an APO no. .... Dated ...../...../20.... awarding the work of "Watch & Ward Services at ALTTC Ghaziabad" to M/s ..... R/o ..... (hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour of CGM, ALTTC, BSNL, Ghaziabad 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 BSNL that if in the opinion of the BSNL, 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 BSNL the said sum limited to Performance guarantee. Amount or such lesser amount as BSNL may demand without requiring BSNL 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 BSNL shall be conclusive as regards the liability of Bidder 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 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 BSNL 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 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 Bidder 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 Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL 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 Performance guarantee Amount and

it will remain in force up to its Validity date.

- (b) The guarantee shall stand completely discharged and all rights of the BSNL 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 BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "**AO (Cash), ALTTC Ghaziabad**" payable at Ghaziabad.
- 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 .....

E-Mail ID.....

**Section - 7 (C) For Letter of Authorization for attending Bid Opening Event.**

(To be typed preferably on letter head of the company)

**Subject:** Authorization for attending Bid opening

I/ We Mr. /Ms. .... have submitted our bid for Tender ALTTC-ALT/14/2/2023-11 dated 25/07/2023 in respect of "Watch & Ward Services at ALTTC Ghaziabad" which is due to open on ..... (date), O/o The AGM (Works), R. N. 103, Admn building, ALTTC, Ghaziabad.

We hereby authorize Mr. / Ms. ....& Mr. / Ms.....(alternative) whose signatures are attested below, to attend the bid opening for the tender mentioned above on our behalf.

.....

Signature of the Representative

.....  
Name of the Representative

Signature of Bidder/ Officer authorized to sign  
on behalf of the Bidder

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

**Note 1:** Only one representative will be permitted to attend the Bid opening

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.



**SECTION- 8**  
**Bidder’s profile & Questionnaire.**

Bidder’s Profile & Questionnaire

(To be filled in and submitted by the bidder)

**A) Tenderer’s Profile**

1. Name of the Individual/ Firm: .....

2. Present Correspondence Address .....

.....

.....

Telephone No. .... Mobile No.....

.....

3. Address of place of Works/ Manufacture .....

.....

.....

Telephone No..... Mobile No. ....

4. State the Type of Firm: Sole proprietor-ship/partnership firm / Private limited company  
(Tick the correct choice.):

5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

S. No.	Name	Father’s Name	Designation
1.			
2.			
3.			
4.			
5.			

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ Private Ltd Company):

.....

.....

7. Permanent Account No. ....

8. Details of the Bidder’s Bank for effecting e-payments:

(a) Beneficiary Bank Name:.....

(b) Beneficiary branch Name:.....

(c) IFSC code of beneficiary Branch.....

(d) Beneficiary account No.:.....

(e) Branch Serial No. (MICR No.):.....

9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Ghaziabad? If so state its Address

.....  
 .....

**B) Questionnaire**

1. Do you think any other detail/ material is required to complete the work specified in the specification? Yes/ No.

1.1 If Yes, Give details

.....  
 .....

2. Do you think any other item of work need to be included in tender form to complete the work specified in the specification? Yes/ No.

2.1 If Yes, Give details

.....  
 .....

3. Kindly indicate the maximum Quantity of d material which you are capable of supplying within the scheduled delivery period.

Name of the tendered Item	Qty that can be supplied by the firm within scheduled delivery period.

4. Suggestion for improvement of the tender document.

.....  
 .....  
 .....

Place.....

Signature of contractor .....

Date .....

Name of

Contractor .....

**DRAFT- AGREEMENT**

**Contract No.** ALTTC-ALT/14/2/2023-11 dated 25/07/2023 Articles of agreement made and entered in to this day between the **Bharat Sanchar Nigam Limited** through the **Chief General Manager A.L.T.T.C., Ghaziabad** and **M/s** ..... herein after referred to as the contractor.

Whereas the contractor have contracted with the **Chief General Manager, ALTTC, Ghaziabad** acting in the premises for and on behalf of the **Bharat Sanchar Nigam Limited** in respect of Tender for "Watch & Ward Services at ALTTC Ghaziabad" vide NIT Tender e-File No ALTTC-ALT/14/2/2023-11 dated 25/07/2023 and **LOA No.** ..... dated ..... for a period of **one year** w.e.f..... to .....

And whereas the said contractor have prior to the execution of these presents offered a **Bank Guarantee No.**..... dated ..... As performance guarantee vide which the said ..... has undertaken to pay to the **Chief General Manager, A.L.T.T.C., Ghaziabad** an amount not exceeding **Rs.** ...../- (**Rupees** ..... **only**) against any loss or damage caused to or suffered by the **Bharat Sanchar Nigam Limited** by reason of any breach of contract by the said contractor of any terms and conditions contained in this agreement.

Now these presents witness that in pursuance of the said contract it is hereby agreed and declared by and between the said parties to these presents in the manner following.

That if the said contractor shall and will well and truly execute/perform the works contracted to be performed by them and observe, perform and fulfill the contract entered in to the satisfaction of the said **Chief General Manager, A.L.T.T.C., Ghaziabad** and also if the said contractor or their representative shall and will pay or cause to be paid to the said **Bharat Sanchar Nigam Limited**, his successors and assignees or to the said **Chief General Manager, A.L.T.T.C., Ghaziabad** for the time being all losses, damages, costs and expenses which he or they have sustained/incurred or be put in consequence of the default or failure by the said contractor for the due performance of the contract or in the execution and completion of the said work or any part thereof, then the above mentioned bank guarantee shall be returned to the said contractor.

Provided that, it is hereby further declared with true intent and meaning of the parties hereto that if default shall be made by the said contractor in the performance of the said contract to the satisfaction of the said **Chief General Manager, A.L.T.T.C., Ghaziabad** or in making good any losses damages or expenses herein before mentioned or any part thereof, then it shall be and will be lawful for the said **Chief General Manager, A.L.T.T.C., Ghaziabad to claim Rs.** ...../- (**Rupees** ..... **only** )in and towards the liquidation of the liability of the said contractor in respect of such default as aforesaid.

And it is hereby declared and agreed that the retention of the cash deposit shall be as and by way to liquidate damages without reference to the relative importance of the particular breach which shall have given occasion for such retention or whether the said **Bharat Sanchar Nigam Limited** may have sustained any ascertainable pecuniary damage thereby or not.

And it is further declared and agreed to between the said parties to these presents that until the completion of the said scheduled works contracted to be executed and performed by the said contractor to the satisfaction, (to be certified as aforesaid), of the **Chief General Manager, A.L.T.T.C., Ghaziabad** for the time being & until the final adjustment of the accounts between the said contractor & the **Chief General Manager, A.L.T.T.C., Ghaziabad** and payment of the final balance (if any) in connection with said contract, the bank guarantee shall remain in the hands and custody of the **Chief General Manager, A.L.T.T.C, Ghaziabad** for the time being or in any **Treasury** in which they may be lodged by the said **Chief General Manager, A.L.T.T.C., Ghaziabad**. In witness where of the said contractor and the said **Chief General Manager, A.L.T.T.C., Ghaziabad** acting in the premises as aforesaid have set their respective hands and seals the day and year first above written.

The terms & condition of the NIT & Tender ALTTC-ALT/14/2/2023-11 dated 25/07/2023 **the integral part of this agreement.**

**Deviation-Statement**

**To**

**The AGM (Works),  
ALTTC, Ghaziabad.**

**Sub:** Tender for “Watch & Ward Services at ALTTC Ghaziabad”

**Ref:** Tender ALTTC-ALT/14/2/2023-11 dated 25/07/2023

It is certified 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 the website.

(To be signed by  
Authorized Signatory)

**CLAUSE BY CLAUSE COMPLIANCE**

**To**

**The AGM (Works),  
ALTTC, Ghaziabad.**

**Sub:** Tender for “Watch & Ward Services at ALTTC Ghaziabad”

**Tender:** ALTTC-ALT/14/2/2023-11 dated 25/07/2023

In compliance of clause 11.2(a) of Section-4, Part-A, we accept for clause-by-clause compliance of the Scope of Work, Technical Specifications, SOR (Section-3 Part A, & B), and General (Commercial) Conditions & Special (Commercial) Conditions, (Section- 5 Part A, & B) and all other conditions of the tender document.

(To be signed by  
Authorized Signatory)

**SECTION-9 Part-A**

**Form-I**

**TECHNICAL BID FORM**

To

The AGM (Works),  
ALTTC, GHAZIABAD.

Sub: Tender for "Watch & Ward Services at ALTTC Ghaziabad"

Ref: Tender e-File No. ALTTC-ALT/14/2/2023-11 dated 25/07/2023

With reference to the above mentioned Tender for "Watch & Ward Services at ALTTC Ghaziabad", we have read the terms and conditions in the Bid Document and accept the same and furnish the following documents;

- i) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause-2 of Section-4, Part-A of the DNIT viz;
- a.** Experience certificate.
  - b.** Copy of PAN no.
  - c.** Copy of Goods and Service Tax Registration Certificate

**OR**

The bidder should produce certificate that bidder is exempted to register under Goods and Service Tax.

- ii) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A(if applicable)
- iii) Integrity Pact (if applicable)
- iv) Clause by clause compliance as per clause 11.2 of Section-4A & Section-8 (Annexure-D)
- v) Details of Bid security/EMD.
- vi) Details of Tender Documents fee.
- vii) Deviation statement as per clause 11.2 of Section-4A & Section-8 (Annexure-C)
- viii) Bidder's Profile & Questionnaire duly filled & signed.(Section-8)
- ix) Near-Relation Certificate duly filled & signed.(Section-6 B)
- x) Undertaking & declaration duly filled & signed.(Section-6 A)
- xi) Documents stated in clause 10 of Section-4 Part A viz;
- a.** Valid MSE certificate, if any.
  - b.** Certificate of incorporation, if any.
  - c.** Article **or** Memorandum of Association **or** partnership deed **or** proprietorship deed **or** Tourist Transport operator recognized by Govt. of India as the case may be.
- xii) Tender Document

(All documents have been uploaded on E-Platform of website www.gem.gov.in, as instructed in the tender document.)

Yours truthfully,

Name\_\_\_\_\_

Address\_\_\_\_\_

Telephone\_\_\_\_\_

Seal of the firm\_\_\_\_\_

Date:.....

**FINANCIAL BID FORM**

**(To be submitted online through e-Platform)**

From,

.....  
.....

Bidder's Ref: No: ..... Dated.....

**To**

**AGM (Works)  
ALTTC, Ghaziabad**

**Ref:** Your Tender e-File No. ALTTC-ALT/14/2/2023-11 dated 25/07/2023

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. .... dated .....the receipt of which is hereby duly acknowledged, I/we, the undersigned, offer to supply and deliver ..... in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by me/us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. I/We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by me/us. This bid shall remain binding upon me/us up to the aforesaid period.
4. I/We understand that it is not bound to accept the lowest or any bid, ALTTC, BSNL may receive.
5. If my/our Bid is accepted, I/we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
6. If my/our Bid is accepted, I/we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: ..... day of ..... 20...

Signature .....

Name .....

In the capacity of .....

Duly authorized to sign the bid for and on

behalf of .....

**SECTION-9 Part-B**

**PRICE SCHEDULE**

Quoted Rates by bidder shall be as per GeM portal and inclusive of all expenses to be incurred by vendor for providing goods and service as specified in the **Scope of work and Technical Specification of Section-3 (Part - A & B)** of the tender document **excluding Goods and service Tax**, which shall be paid extra, as per Goods and Service Tax rules applicable from time to time.



## CHECK-LIST FOR BIDDER

**The bidder should verify and upload following documents before submission of the bid.**

S. N.	Document Required	Document Attached (Yes/No)
1	Experience certificate as per clause 2.1 & 2.2 Section 4 Part-A	
2	Copy of PAN No.	
3	Copy of Goods and Service Tax Registration Certificate  <b>OR</b> The bidder should produce certificate that bidder is exempted to register under Goods and Service Tax.	
4	Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A(if applicable)	
5	Integrity Pact (if applicable)	
6	Clause by clause compliance as per clause 11.2 of Section-4A & Section-8 (Annexure-D)	
7	Details of Bid security/EMD (if applicable)	
8	Details of Tender Documents Fee (if applicable)	
9	Deviation statement as per clause 11.2 of Section-4A & Section-8 (Annexure-C)	
10	Bidder’s Profile & Questionnaire duly filled & signed.(Section-8)	
11	Near-Relation Certificate duly filled & signed.(Section-6 B)	
12	Undertaking & declaration duly filled & signed.(Section-6 A)	
13	Valid MSE certificate, if any, as stated in clause 10 of Section-4 Part A	
14	Certificate of incorporation, if any, as stated in clause 10 of Section-4 Part A	
15	Article <b>or</b> Memorandum of Association <b>or</b> partnership deed <b>or</b> proprietorship deed <b>or</b> Tourist Transport operator recognized by Govt. of India as the case may be, as stated in clause 10 of Section-4 Part A	
16	Tender Document	