

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	17-03-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	17-03-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	150 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Communications
विभाग का नाम/Department Name	Department Of Telecommunications (dot)
संगठन का नाम/Organisation Name	Bharat Sanchar Nigam Limited Portal(bsnl)
कार्यालय का नाम/Office Name	Oo Cgmt Bsnl Kerala Circle Trivandrum
वस्तु श्रेणी /Item Category	Bulk SMS Service (Version-2) - OTP, TRANSACTION, PROMOTION; Domestic SMS; Very High; BSNL SI; Authorized Channel Partner of Mobile Telecom Operator; Delivery within 1 min; 200 Char; 5000; Yes
अनुबंध अवधि /Contract Period	1 Year(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	1 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड विवरण/Bid Details

बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
मूल्यांकन पद्धति/Evaluation Method	Item wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

Limited Tender

Limited Tender Applicable	Yes
Reason	The competent authority in the Ministry or Department has certified that the demand is urgent, and any additional expenditure involved by not procuring through advertised tender enquiry is justified in view of urgency. The Ministry or Department has placed on record the nature of the urgency and reasons why the procurement could not be anticipated.
List of Seller Organization for participation	***** ***** *****

1. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1772438109.pdf](#)

If you want to add additional conditions in addition to standard SLA then please mention the clauses of additional SLA .:[1772438118.pdf](#)

If you want to add additional conditions in addition to standard SLA then please upload approval from competent authority.:.[1772438128.pdf](#)

Payment terms:[1772438146.pdf](#)

मूल्यांकन विधि(मदवार मूल्यांकन विधि) / Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

मूल्यांकन अनुसूचियां / Evaluation Schedules	वस्तु/श्रेणी / Item/Category	मात्रा / Quantity
Schedule 1	Bulk Sms Service (version-2) - Otp,transaction,promotion; Domestic Sms; Very High; Bsnl Si; Authorized Channel Partner Of Mobile Telecom Operator; Delivery Within 1 Min; 200 Char; 5000; Yes	Number of SMS Proposed for procurement during the contract period.(in multiple of per 1000 SMS) : 500
Schedule 2	Bulk Sms Service (version-2) - Otp,transaction,promotion; Domestic Sms; Very High; Bsnl Si; Authorized Channel Partner Of Mobile Telecom Operator; Delivery Within 1 Min; 200 Char; 5000; Yes	Number of SMS Proposed for procurement during the contract period.(in multiple of per 1000 SMS) : 5000
Schedule 3	Bulk Sms Service (version-2) - Otp,transaction,promotion; Domestic Sms; Very High; Bsnl Si; Authorized Channel Partner Of Mobile Telecom Operator; Delivery Within 1 Min; 200 Char; 5000; Yes	Number of SMS Proposed for procurement during the contract period.(in multiple of per 1000 SMS) : 10000
Schedule 4	Bulk Sms Service (version-2) - Otp,transaction,promotion; Domestic Sms; Very High; Bsnl Si; Authorized Channel Partner Of Mobile Telecom Operator; Delivery Within 1 Min; 200 Char; 5000; Yes	Number of SMS Proposed for procurement during the contract period.(in multiple of per 1000 SMS) : 50000
Schedule 5	Bulk Sms Service (version-2) - Otp,transaction,promotion; Domestic Sms; Very High; Bsnl Si; Authorized Channel Partner Of Mobile Telecom Operator; Delivery Within 1 Min; 200 Char; 5000; Yes	Number of SMS Proposed for procurement during the contract period.(in multiple of per 1000 SMS) : 50001
Schedule 6	Bulk Sms Service (version-2) - Otp,transaction,promotion; Domestic Sms; Very High; Bsnl Si; Authorized Channel Partner Of Mobile Telecom Operator; Delivery Within 1 Min; 200 Char; 5000; Yes	Number of SMS Proposed for procurement during the contract period.(in multiple of per 1000 SMS) : 500
Schedule 7	Bulk Sms Service (version-2) - Otp,transaction,promotion; Domestic Sms; Very High; Bsnl Si; Authorized Channel Partner Of Mobile Telecom Operator; Delivery Within 1 Min; 200 Char; 5000; Yes	Number of SMS Proposed for procurement during the contract period.(in multiple of per 1000 SMS) : 5000
Schedule 8	Bulk Sms Service (version-2) - Otp,transaction,promotion; Domestic Sms; Very High; Bsnl Si; Authorized Channel Partner Of Mobile Telecom Operator; Delivery Within 1 Min; 200 Char; 5000; Yes	Number of SMS Proposed for procurement during the contract period.(in multiple of per 1000 SMS) : 10000

Schedule 9	Bulk Sms Service (version-2) - Otp,transaction,promotion; Domestic Sms; Very High; Bsnl Si; Authorized Channel Partner Of Mobile Telecom Operator; Delivery Within 1 Min; 200 Char; 5000; Yes	Number of SMS Proposed for procurement during the contract period.(in multiple of per 1000 SMS) : 50000
Schedule 10	Bulk Sms Service (version-2) - Otp,transaction,promotion; Domestic Sms; Very High; Bsnl Si; Authorized Channel Partner Of Mobile Telecom Operator; Delivery Within 1 Min; 200 Char; 5000; Yes	Number of SMS Proposed for procurement during the contract period.(in multiple of per 1000 SMS) : 50001
Schedule 11	Bulk Sms Service (version-2) - Otp,transaction,promotion; Domestic Sms; Very High; Bsnl Si; Authorized Channel Partner Of Mobile Telecom Operator; Delivery Within 1 Min; 200 Char; 5000; Yes	Number of SMS Proposed for procurement during the contract period.(in multiple of per 1000 SMS) : 500
Schedule 12	Bulk Sms Service (version-2) - Otp,transaction,promotion; Domestic Sms; Very High; Bsnl Si; Authorized Channel Partner Of Mobile Telecom Operator; Delivery Within 1 Min; 200 Char; 5000; Yes	Number of SMS Proposed for procurement during the contract period.(in multiple of per 1000 SMS) : 5000
Schedule 13	Bulk Sms Service (version-2) - Otp,transaction,promotion; Domestic Sms; Very High; Bsnl Si; Authorized Channel Partner Of Mobile Telecom Operator; Delivery Within 1 Min; 200 Char; 5000; Yes	Number of SMS Proposed for procurement during the contract period.(in multiple of per 1000 SMS) : 10000
Schedule 14	Bulk Sms Service (version-2) - Otp,transaction,promotion; Domestic Sms; Very High; Bsnl Si; Authorized Channel Partner Of Mobile Telecom Operator; Delivery Within 1 Min; 200 Char; 5000; Yes	Number of SMS Proposed for procurement during the contract period.(in multiple of per 1000 SMS) : 50000
Schedule 15	Bulk Sms Service (version-2) - Otp,transaction,promotion; Domestic Sms; Very High; Bsnl Si; Authorized Channel Partner Of Mobile Telecom Operator; Delivery Within 1 Min; 200 Char; 5000; Yes	Number of SMS Proposed for procurement during the contract period.(in multiple of per 1000 SMS) : 50001

Bulk SMS Service (Version-2) - OTP, TRANSACTION, PROMOTION; Domestic SMS; Very High; BSNL SI; Authorized Channel Partner Of Mobile Telecom Operator; Delivery Within 1 Min; 200 Char; 5000; Yes (500)

तकनीकी विशिष्टियाँ / Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Classification of Bulk SMS Services	OTP, TRANSACTION, PROMOTION
Type (territorial classification) of SMS Service	Domestic SMS
Priority attached with SMS	Very High
Name of the Telecom Service Provider (TSP)	BSNL SI
Status Of Bulk SMS of Service Provider	Authorized Channel Partner of Mobile Telecom Operator
Delivery Time of SMS	Delivery within 1 min
Max Size of the SMS	200 Char
Throughput per Second (TPS)	5000
Unicode compliant	Yes
Experience in delivering Bulk SMS in a month	1 crore

विवरण/ Specification	मूल्य/ Values
MIS Report Required	No
Fields required for MIS Report Generation	Not Required
एडऑन /Addon(s)	
Long Code Number Rental Required	NA
Virtual Mobile Number Required	NA
अतिरिक्त विवरण /Additional Details	
Consumption per month	1000000

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of SMS Proposed for procurement during the contract period.(in multiple of per 1000 SMS)	अतिरिक्त आवश्यकता /Additional Requirement
1	B S SOORAJ	695001,O/o The PGMT, Uppalam road, Trivandrum	500	N/A

Bulk SMS Service (Version-2) - OTP,TRANSACTION,PROMOTION; Domestic SMS; Very High; BSNL SI; Authorized Channel Partner Of Mobile Telecom Operator; Delivery Within 1 Min; 200 Char; 5000; Yes (5000)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Classification of Bulk SMS Services	OTP,TRANSACTION,PROMOTION
Type (territorial classification)of SMS Service	Domestic SMS

विवरण/ Specification	मूल्य/ Values
Priority attached with SMS	Very High
Name of the Telecom Service Provider (TSP)	BSNL SI
Status Of Bulk SMS of Service Provider	Authorized Channel Partner of Mobile Telecom Operator
Delivery Time of SMS	Delivery within 1 min
Max Size of the SMS	200 Char
Throughput per Second (TPS)	5000
Unicode compliant	Yes
Experience in delivering Bulk SMS in a month	1 crore
MIS Report Required	No
Fields required for MIS Report Generation	Not Required
एडऑन /Addon(s)	
Long Code Number Rental Required	NA
Virtual Mobile Number Required	NA
अतिरिक्त विवरण /Additional Details	
Consumption per month	1000000

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of SMS Proposed for procurement during the contract period.(in multiple of per 1000 SMS)	अतिरिक्त आवश्यकता /Additional Requirement
1	B S SOORAJ	695001,O/o The PGMT, Uppalam road, Trivandrum	5000	N/A

Bulk SMS Service (Version-2) - OTP,TRANSACTION,PROMOTION; Domestic SMS; Very

High; BSNL SI; Authorized Channel Partner Of Mobile Telecom Operator; Delivery Within 1 Min; 200 Char; 5000; Yes (10000)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Classification of Bulk SMS Services	OTP,TRANSACTION,PROMOTION
Type (territorial classification)of SMS Service	Domestic SMS
Priority attached with SMS	Very High
Name of the Telecom Service Provider (TSP)	BSNL SI
Status Of Bulk SMS of Service Provider	Authorized Channel Partner of Mobile Telecom Operator
Delivery Time of SMS	Delivery within 1 min
Max Size of the SMS	200 Char
Throughput per Second (TPS)	5000
Unicode compliant	Yes
Experience in delivering Bulk SMS in a month	1 crore
MIS Report Required	No
Fields required for MIS Report Generation	Not Required
एडऑन /Addon(s)	
Long Code Number Rental Required	NA
Virtual Mobile Number Required	NA
अतिरिक्त विवरण /Additional Details	
Consumption per month	1000000

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of SMS Proposed for procurement during the contract period.(in multiple of per 1000 SMS)	अतिरिक्त आवश्यकता /Additional Requirement
1	B S SOORAJ	695001,O/o The PGMT, Uppalam road, Trivandrum	10000	N/A

Bulk SMS Service (Version-2) - OTP,TRANSACTION,PROMOTION; Domestic SMS; Very High; BSNL SI; Authorized Channel Partner Of Mobile Telecom Operator; Delivery Within 1 Min; 200 Char; 5000; Yes (50000)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Classification of Bulk SMS Services	OTP,TRANSACTION,PROMOTION
Type (territorial classification)of SMS Service	Domestic SMS
Priority attached with SMS	Very High
Name of the Telecom Service Provider (TSP)	BSNL SI
Status Of Bulk SMS of Service Provider	Authorized Channel Partner of Mobile Telecom Operator
Delivery Time of SMS	Delivery within 1 min
Max Size of the SMS	200 Char
Throughput per Second (TPS)	5000
Unicode compliant	Yes
Experience in delivering Bulk SMS in a month	1 crore
MIS Report Required	No
Fields required for MIS Report Generation	Not Required
एडऑन /Addon(s)	
Long Code Number Rental Required	NA
Virtual Mobile Number Required	NA
अतिरिक्त विवरण /Additional Details	
Consumption per month	1000000

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of SMS Proposed for procurement during the contract period.(in multiple of per 1000 SMS)	अतिरिक्त आवश्यकता /Additional Requirement
1	B S SOORAJ	695001,O/o The PGMT, Uppalam road, Trivandrum	50000	N/A

Bulk SMS Service (Version-2) - OTP,TRANSACTION,PROMOTION; Domestic SMS; Very High; BSNL SI; Authorized Channel Partner Of Mobile Telecom Operator; Delivery Within 1 Min; 200 Char; 5000; Yes (50001)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Classification of Bulk SMS Services	OTP,TRANSACTION,PROMOTION
Type (territorial classification)of SMS Service	Domestic SMS
Priority attached with SMS	Very High
Name of the Telecom Service Provider (TSP)	BSNL SI
Status Of Bulk SMS of Service Provider	Authorized Channel Partner of Mobile Telecom Operator
Delivery Time of SMS	Delivery within 1 min
Max Size of the SMS	200 Char
Throughput per Second (TPS)	5000
Unicode compliant	Yes
Experience in delivering Bulk SMS in a month	1 crore
MIS Report Required	No
Fields required for MIS Report Generation	Not Required
एडऑन /Addon(s)	
Long Code Number Rental Required	NA

विवरण/ Specification	मूल्य/ Values
Virtual Mobile Number Required	NA
अतिरिक्त विवरण /Additional Details	
Consumption per month	1000000

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of SMS Proposed for procurement during the contract period.(in multiple of per 1000 SMS)	अतिरिक्त आवश्यकता /Additional Requirement
1	B S SOORAJ	695001,O/o The PGMT, Uppalam road, Trivandrum	50001	N/A

Bulk SMS Service (Version-2) - OTP,TRANSACTION,PROMOTION; Domestic SMS; Very High; BSNL SI; Authorized Channel Partner Of Mobile Telecom Operator; Delivery Within 1 Min; 200 Char; 5000; Yes (500)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Classification of Bulk SMS Services	OTP,TRANSACTION,PROMOTION
Type (territorial classification)of SMS Service	Domestic SMS
Priority attached with SMS	Very High
Name of the Telecom Service Provider (TSP)	BSNL SI
Status Of Bulk SMS of Service Provider	Authorized Channel Partner of Mobile Telecom Operator
Delivery Time of SMS	Delivery within 1 min
Max Size of the SMS	200 Char

विवरण/ Specification	मूल्य/ Values
Throughput per Second (TPS)	5000
Unicode compliant	Yes
Experience in delivering Bulk SMS in a month	1 crore
MIS Report Required	No
Fields required for MIS Report Generation	Not Required
एडऑन /Addon(s)	
Long Code Number Rental Required	NA
Virtual Mobile Number Required	NA
अतिरिक्त विवरण /Additional Details	
Consumption per month	1000000

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of SMS Proposed for procurement during the contract period.(in multiple of per 1000 SMS)	अतिरिक्त आवश्यकता /Additional Requirement
1	B S SOORAJ	695001,O/o The PGMT, Uppalam road, Trivandrum	500	N/A

Bulk SMS Service (Version-2) - OTP, TRANSACTION, PROMOTION; Domestic SMS; Very High; BSNL SI; Authorized Channel Partner Of Mobile Telecom Operator; Delivery Within 1 Min; 200 Char; 5000; Yes (5000)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
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विवरण/ Specification	मूल्य/ Values
कोर / Core	
Classification of Bulk SMS Services	OTP,TRANSACTION,PROMOTION
Type (territorial classification)of SMS Service	Domestic SMS
Priority attached with SMS	Very High
Name of the Telecom Service Provider (TSP)	BSNL SI
Status Of Bulk SMS of Service Provider	Authorized Channel Partner of Mobile Telecom Operator
Delivery Time of SMS	Delivery within 1 min
Max Size of the SMS	200 Char
Throughput per Second (TPS)	5000
Unicode compliant	Yes
Experience in delivering Bulk SMS in a month	1 crore
MIS Report Required	No
Fields required for MIS Report Generation	Not Required
एडऑन /Addons	
Long Code Number Rental Required	NA
Virtual Mobile Number Required	NA
अतिरिक्त विवरण /Additional Details	
Consumption per month	1000000

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषित/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of SMS Proposed for procurement during the contract period.(in multiple of per 1000 SMS)	अतिरिक्त आवश्यकता /Additional Requirement
1	B S SOORAJ	695001,O/o The PGMT, Uppalam road, Trivandrum	5000	N/A

Bulk SMS Service (Version-2) - OTP,TRANSACTION,PROMOTION; Domestic SMS; Very High; BSNL SI; Authorized Channel Partner Of Mobile Telecom Operator; Delivery Within 1 Min; 200 Char; 5000; Yes (10000)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Classification of Bulk SMS Services	OTP,TRANSACTION,PROMOTION
Type (territorial classification)of SMS Service	Domestic SMS
Priority attached with SMS	Very High
Name of the Telecom Service Provider (TSP)	BSNL SI
Status Of Bulk SMS of Service Provider	Authorized Channel Partner of Mobile Telecom Operator
Delivery Time of SMS	Delivery within 1 min
Max Size of the SMS	200 Char
Throughput per Second (TPS)	5000
Unicode compliant	Yes
Experience in delivering Bulk SMS in a month	1 crore
MIS Report Required	No
Fields required for MIS Report Generation	Not Required
एडऑन /Addon(s)	
Long Code Number Rental Required	NA
Virtual Mobile Number Required	NA
अतिरिक्त विवरण /Additional Details	
Consumption per month	1000000

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

No

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of SMS Proposed for procurement during the contract period.(in multiple of per 1000 SMS)	अतिरिक्त आवश्यकता /Additional Requirement
1	B S SOORAJ	695001,O/o The PGMT, Uppalam road, Trivandrum	10000	N/A

Bulk SMS Service (Version-2) - OTP,TRANSACTION,PROMOTION; Domestic SMS; Very High; BSNL SI; Authorized Channel Partner Of Mobile Telecom Operator; Delivery Within 1 Min; 200 Char; 5000; Yes (50000)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Classification of Bulk SMS Services	OTP,TRANSACTION,PROMOTION
Type (territorial classification)of SMS Service	Domestic SMS
Priority attached with SMS	Very High
Name of the Telecom Service Provider (TSP)	BSNL SI
Status Of Bulk SMS of Service Provider	Authorized Channel Partner of Mobile Telecom Operator
Delivery Time of SMS	Delivery within 1 min
Max Size of the SMS	200 Char
Throughput per Second (TPS)	5000
Unicode compliant	Yes
Experience in delivering Bulk SMS in a month	1 crore
MIS Report Required	No
Fields required for MIS Report Generation	Not Required
एडऑन /Addons	
Long Code Number Rental Required	NA

विवरण/ Specification	मूल्य/ Values
Virtual Mobile Number Required	NA
अतिरिक्त विवरण /Additional Details	
Consumption per month	1000000

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of SMS Proposed for procurement during the contract period.(in multiple of per 1000 SMS)	अतिरिक्त आवश्यकता /Additional Requirement
1	B S SOORAJ	695001,O/o The PGMT, Uppalam road, Trivandrum	50000	N/A

Bulk SMS Service (Version-2) - OTP,TRANSACTION,PROMOTION; Domestic SMS; Very High; BSNL SI; Authorized Channel Partner Of Mobile Telecom Operator; Delivery Within 1 Min; 200 Char; 5000; Yes (50001)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Classification of Bulk SMS Services	OTP,TRANSACTION,PROMOTION
Type (territorial classification)of SMS Service	Domestic SMS
Priority attached with SMS	Very High
Name of the Telecom Service Provider (TSP)	BSNL SI
Status Of Bulk SMS of Service Provider	Authorized Channel Partner of Mobile Telecom Operator
Delivery Time of SMS	Delivery within 1 min
Max Size of the SMS	200 Char

विवरण/ Specification	मूल्य/ Values
Throughput per Second (TPS)	5000
Unicode compliant	Yes
Experience in delivering Bulk SMS in a month	1 crore
MIS Report Required	No
Fields required for MIS Report Generation	Not Required
एडऑन /Addon(s)	
Long Code Number Rental Required	NA
Virtual Mobile Number Required	NA
अतिरिक्त विवरण /Additional Details	
Consumption per month	1000000

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of SMS Proposed for procurement during the contract period.(in multiple of per 1000 SMS)	अतिरिक्त आवश्यकता /Additional Requirement
1	B S SOORAJ	695001,O/o The PGMT, Uppalam road, Trivandrum	50001	N/A

Bulk SMS Service (Version-2) - OTP, TRANSACTION, PROMOTION; Domestic SMS; Very High; BSNL SI; Authorized Channel Partner Of Mobile Telecom Operator; Delivery Within 1 Min; 200 Char; 5000; Yes (500)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
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विवरण/ Specification	मूल्य/ Values
कोर / Core	
Classification of Bulk SMS Services	OTP, TRANSACTION, PROMOTION
Type (territorial classification) of SMS Service	Domestic SMS
Priority attached with SMS	Very High
Name of the Telecom Service Provider (TSP)	BSNL SI
Status Of Bulk SMS of Service Provider	Authorized Channel Partner of Mobile Telecom Operator
Delivery Time of SMS	Delivery within 1 min
Max Size of the SMS	200 Char
Throughput per Second (TPS)	5000
Unicode compliant	Yes
Experience in delivering Bulk SMS in a month	1 crore
MIS Report Required	No
Fields required for MIS Report Generation	Not Required
एडऑन / Addon(s)	
Long Code Number Rental Required	NA
Virtual Mobile Number Required	NA
अतिरिक्त विवरण / Additional Details	
Consumption per month	1000000

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ / Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषित/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of SMS Proposed for procurement during the contract period.(in multiple of per 1000 SMS)	अतिरिक्त आवश्यकता /Additional Requirement
1	B S SOORAJ	695001,O/o The PGMT, Uppalam road, Trivandrum	500	N/A

Bulk SMS Service (Version-2) - OTP,TRANSACTION,PROMOTION; Domestic SMS; Very High; BSNL SI; Authorized Channel Partner Of Mobile Telecom Operator; Delivery Within 1 Min; 200 Char; 5000; Yes (5000)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Classification of Bulk SMS Services	OTP,TRANSACTION,PROMOTION
Type (territorial classification)of SMS Service	Domestic SMS
Priority attached with SMS	Very High
Name of the Telecom Service Provider (TSP)	BSNL SI
Status Of Bulk SMS of Service Provider	Authorized Channel Partner of Mobile Telecom Operator
Delivery Time of SMS	Delivery within 1 min
Max Size of the SMS	200 Char
Throughput per Second (TPS)	5000
Unicode compliant	Yes
Experience in delivering Bulk SMS in a month	1 crore
MIS Report Required	No
Fields required for MIS Report Generation	Not Required
एडऑन /Addon(s)	
Long Code Number Rental Required	NA
Virtual Mobile Number Required	NA
अतिरिक्त विवरण /Additional Details	
Consumption per month	1000000

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of SMS Proposed for procurement during the contract period.(in multiple of per 1000 SMS)	अतिरिक्त आवश्यकता /Additional Requirement
1	B S SOORAJ	695001,O/o The PGMT, Uppalam road, Trivandrum	5000	N/A

Bulk SMS Service (Version-2) - OTP,TRANSACTION,PROMOTION; Domestic SMS; Very High; BSNL SI; Authorized Channel Partner Of Mobile Telecom Operator; Delivery Within 1 Min; 200 Char; 5000; Yes (10000)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Classification of Bulk SMS Services	OTP,TRANSACTION,PROMOTION
Type (territorial classification)of SMS Service	Domestic SMS
Priority attached with SMS	Very High
Name of the Telecom Service Provider (TSP)	BSNL SI
Status Of Bulk SMS of Service Provider	Authorized Channel Partner of Mobile Telecom Operator
Delivery Time of SMS	Delivery within 1 min
Max Size of the SMS	200 Char
Throughput per Second (TPS)	5000
Unicode compliant	Yes
Experience in delivering Bulk SMS in a month	1 crore
MIS Report Required	No
Fields required for MIS Report Generation	Not Required
एडऑन /Addons	
Long Code Number Rental Required	NA

विवरण/ Specification	मूल्य/ Values
Virtual Mobile Number Required	NA
अतिरिक्त विवरण /Additional Details	
Consumption per month	1000000

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of SMS Proposed for procurement during the contract period.(in multiple of per 1000 SMS)	अतिरिक्त आवश्यकता /Additional Requirement
1	B S SOORAJ	695001,O/o The PGMT, Uppalam road, Trivandrum	10000	N/A

Bulk SMS Service (Version-2) - OTP,TRANSACTION,PROMOTION; Domestic SMS; Very High; BSNL SI; Authorized Channel Partner Of Mobile Telecom Operator; Delivery Within 1 Min; 200 Char; 5000; Yes (50000)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Classification of Bulk SMS Services	OTP,TRANSACTION,PROMOTION
Type (territorial classification)of SMS Service	Domestic SMS
Priority attached with SMS	Very High
Name of the Telecom Service Provider (TSP)	BSNL SI
Status Of Bulk SMS of Service Provider	Authorized Channel Partner of Mobile Telecom Operator
Delivery Time of SMS	Delivery within 1 min
Max Size of the SMS	200 Char

विवरण/ Specification	मूल्य/ Values
Throughput per Second (TPS)	5000
Unicode compliant	Yes
Experience in delivering Bulk SMS in a month	1 crore
MIS Report Required	No
Fields required for MIS Report Generation	Not Required
एडऑन /Addon(s)	
Long Code Number Rental Required	NA
Virtual Mobile Number Required	NA
अतिरिक्त विवरण /Additional Details	
Consumption per month	1000000

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of SMS Proposed for procurement during the contract period.(in multiple of per 1000 SMS)	अतिरिक्त आवश्यकता /Additional Requirement
1	B S SOORAJ	695001,O/o The PGMT, Uppalam road, Trivandrum	50000	N/A

Bulk SMS Service (Version-2) - OTP, TRANSACTION, PROMOTION; Domestic SMS; Very High; BSNL SI; Authorized Channel Partner Of Mobile Telecom Operator; Delivery Within 1 Min; 200 Char; 5000; Yes (50001)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
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विवरण/ Specification	मूल्य/ Values
कोर / Core	
Classification of Bulk SMS Services	OTP, TRANSACTION, PROMOTION
Type (territorial classification) of SMS Service	Domestic SMS
Priority attached with SMS	Very High
Name of the Telecom Service Provider (TSP)	BSNL SI
Status Of Bulk SMS of Service Provider	Authorized Channel Partner of Mobile Telecom Operator
Delivery Time of SMS	Delivery within 1 min
Max Size of the SMS	200 Char
Throughput per Second (TPS)	5000
Unicode compliant	Yes
Experience in delivering Bulk SMS in a month	1 crore
MIS Report Required	No
Fields required for MIS Report Generation	Not Required
एडऑन / Addon(s)	
Long Code Number Rental Required	NA
Virtual Mobile Number Required	NA
अतिरिक्त विवरण / Additional Details	
Consumption per month	1000000

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ / Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of SMS Proposed for procurement during the contract period.(in multiple of per 1000 SMS)	अतिरिक्त आवश्यकता /Additional Requirement
1	B S SOORAJ	695001,O/o The PGMT, Uppalam road, Trivandrum	50001	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/**Buyer Added Bid Specific Terms and Conditions**

1. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**Request For Proposal [RFP] for the Selection of Bulk SMS System Integrator for
or Push based SMS Gateway Services**

RFP/TVM/Bulk Push SMS/01

Dated DD-MM-2026

RFP invited by:

The GM, BSNL Trivandrum BA

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DISCLAIMER

The information contained in this Document provided to the Bidder, by or on behalf of the GM, Enterprise Business, BSNL, Trivandrum BA or any of its employees or advisors, is provided to the Bidder(s) on the Terms and Conditions set out in this Document and all other Terms and Conditions subject to which such information is provided.

The sole objective of this Document is to solicit Request for Proposal (RFP) from Corporate Office empaneled Bulk SMS System Integrator(s) for providing Bulk Push SMS for the Enterprise Customers of Trivandrum BA.

This Document does not claim to contain all the information each Bidder may require. This Document may not be appropriate for all persons, and it is not possible for the BSNL, Trivandrum BA, its employees or advisors to consider the business / investment objectives, financial situation and particular needs of each Bidder who reads or uses this Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Document and where necessary obtain independent advice from appropriate sources. BSNL, Trivandrum BA, its employees and advisors make no representation or warranty and shall incur no Liability under any Law, Statute, Rules or Regulations as to the accuracy, reliability or completeness of the Document.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of Proposal including but not limited to preparation, expenses associated with any demonstrations or presentations which may be required by BSNL any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the BSNL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the selection process.

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1. Invitation notice for Request For Proposal [RFP] for Bulk Push SMS for the Enterprise Customers of Trivandrum BA:

About BSNL:

Bharat Sanchar Nigam Limited (BSNL) is a Telecommunications Company fully owned by the Government of India. Formed in the year 2000, it functions under the Ministry of Communications and delivers Telecom services throughout the country.

About the RFP:

The purpose of this RFP is to select from the Corporate Office empaneled Bulk SMS System Integrator(s) to provide Bulk Push SMS Gateway services for implementing SMS Solutions including acknowledgement on completion of online payments, OTP messages etc, to the Enterprise Customers of Trivandrum BA.

This RFP is for finalization of Rates on a Rate Contract Basis and does not by itself constitute any commitment on the part of the Purchaser to place a Work Order or guarantee any minimum quantity of work. Work quantity and duration, if any, shall depend entirely on Customer requirements, acceptance of Commercial Terms, and execution of separate Agreements.

The Rates finalized under this RFP shall remain valid for a period of one (1) year from the Date of Execution of the Agreement. The Validity Period may be extended for a further period of six (6) months at a time, up to a maximum of twelve (12) months, subject to Validity of SI Empanelment, Satisfactory Performance, continued requirement, mutual consent of both parties, and Approval of the Competent Authority, or till finalization of a new RFP, whichever is earlier.

Based on the actual requirement and subject to Approval of the Competent Authority, individual Work Orders and / or Customer-specific Agreements shall be issued from time to time, defining the Scope of Work, quantities, Service Level Agreements (SLAs), penalties, and period of Validity.

Any Work Order and / or Customer-specific Agreement issued during the Validity Period of this RFP / Rate Contract may have a term extending beyond the Validity of this RFP / Rate Contract, subject to a maximum Tenure of three (3) years. The Rates finalized under this RFP shall remain applicable and binding for the entire duration of such Work Order and / or Agreement.

The expiry of this RFP / Rate Contract shall not affect the Rights and Obligations of the Parties in respect of Work Orders and / or Agreements Validity issued during the RFP Validity Period.

No claim for placement of any Work Order, minimum guaranteed business, or compensation shall be admissible solely on account of the finalization of Rates under this RFP.

Objective:

The GM, BSNL Trivandrum BA, Kerala (hereinafter referred to as “the Authority”) invites Proposals from Corporate Office empaneled, Eligible and Experienced Bulk SMS System Integrator(s) for providing Bulk Push SMS Gateway services to the Enterprise Customers of Trivandrum BA.

2. Prequalification Criteria of the Bidder:

The Bidder should have met the following Criteria and submit all the required Documents as mentioned. The Bids received without the Documentary evidence shall be rejected summarily. Non-compliance of any condition shall lead to disqualification.

SN	Clause	Documents Required
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1	Valid Empanelment as Bulk SMS System Integrator with BSNL	Copy of Documents to be submitted.
2	General Power of attorney in favour of the signatory signing the RFP Documents. It is not required in case of Proprietor if the Proprietor himself signs the Documents (Annexure-B)	Format Attached (to be submitted)
5	SMS Gateway Solution must be handling a minimum 1 Crore SMS per month for the last 1 year.	Copies of Work Order or Contract Agreement mentioning the Project Value. Completion Certificate / Satisfactory Performance Certificate from the Clients w.r.t the above Work Orders / Agreements.
6	Capacity of pushing 5000 SMS per second and delivery percentage of 99.5 in the last six months.	Documentary proof to be submitted.
7	Own service center details in Kerala with postal address, contact person and mobile numbers OR An undertaking to be submitted to set up a service center within two months in Kerala after the issuance of PO].	Details to be provided.
8	The Bidder should not be presently barred or Black-listed by any of the Central / State Government organizations at the time of Bid Submission Date.	A Self-Declaration Certificate (Annexure C) from the Authorised Signatory should be submitted.
9	Messaging Solutions offered should support web portals and API integration	Copy of Documents to be submitted

3. Bid submission procedure & contents:

The GM, Trivandrum, Kerala (hereinafter referred to as "The Authority") invites Proposals from Eligible and Experienced Bulk SMS System Integrators for providing Bulk Push SMS Gateway services to the Enterprise Customers of Trivandrum BA.

4. Instructions to the Bidder:

1. Bids should be valid for a minimum period of 180 days from the Date of Submission of Bid. In exceptional circumstances, BSNL may request the Bidder(s) for an extension of the period of Validity of the Bid.
2. The Bid submitted should be strictly as per RFP specifications / conditions. If not, deviations must be spelt out specifically. Deviation on the lower side of specifications will not be considered.
3. BSNL reserves the right to cancel, withdraw, or terminate this RFP process at any stage prior to award, without assigning any reason whatsoever. B

SNL shall not pay any costs incurred in the preparation and submission of any Bid.

4. The Work Order to be issued to the Bidder under this RFP is strictly on a Back-to-Back Basis and is dependent upon the Purchase Order / Work Order received by BSNL from its end Customer. In the event of any variation in scope, quantity, or duration, or in case of short-closure, cancellation, or termination of the corresponding Purchase Order / Contract by the end Customer for any reason whatsoever, BSNL shall have the right to correspondingly vary, reduce, or terminate the Work Order issued to the System Integrator, in whole or in part, by giving prior notice of two (2) weeks. In such an event, the System Integrator shall be entitled to payment only for the work actually executed and duly certified by BSNL up to the effective date of such variation or termination. No claim whatsoever shall be admissible on account of loss of profit, loss of anticipated business, overheads, idle charges, or any indirect or consequential damages.
5. The Successful Bidder shall provide proper maintenance support, in executing the Purchase Orders placed and ensure that all activities / services are performed in accordance with the Scope of Work and service specifications.
6. Any attempt of negotiation direct or indirect on the part of the Bidder with the RFP Inviting Authority or to influence by any means the acceptance of a particular RFP will lead to disqualification. The decision of BSNL in this regard will be final & conclusive and no queries / communication will be entertained in this regard.
7. The Bidders shall arrange all the testing software and tools required for implementation, testing, maintenance etc. at their own cost.
8. BSNL will have the right to reject the Solution if it does not comply with the specifications at any point of implementation / inspection.
9. Conditional RFPs shall not be accepted on any ground and shall be rejected. If any clarification is required, the same should be obtained before submission of the Bids.

10. Security and Regulatory Compliance

- The Bidder shall comply with all Applicable Laws, Rules, Regulations, Orders, and Guidelines issued by the Telecom Regulatory Authority of India (TRAI), Department of Telecommunications (DoT), and Government of India, including but not limited to the Telecom Commercial Communications Customer Preference Regulations (TCCCPR), 2018 and all subsequent amendments, DLT-based regulatory framework, Unified License conditions (where applicable), and security instructions issued from time to time.
- The Bidder shall ensure end-to-end message traceability, Lawful interception capability, proper maintenance and retention of logs and records as prescribed, and shall provide all information, data, and assistance to Law Enforcement Agencies (LEA) or any other Competent Authority within the ti

melines specified by such Authorities, as and when Lawfully required.

- The bidder shall be solely responsible and accountable for any breach, shortfall, deficiency, non-compliance or violation of applicable data protection laws, statutory and regulatory requirements, licence conditions, or security obligations arising out of or in connection with the performance of the Work Order. Under no circumstances shall BSNL be held liable for any claims, losses, damages, penalties, regulatory fines, compensation, costs and expenses, whether direct or indirect, arising from or attributable to the acts, omissions, negligence, misconduct or non-compliance of the bidder.
- In the event of any violation or non-compliance, the Purchaser reserves the right to suspend or terminate the Contract, in whole or in part, without prejudice to any other Rights or Remedies available under Law.
- The Bidder shall implement and maintain adequate technical and organizational security measures, including secure transmission protocols, access controls, encryption, logging, monitoring, and periodic security testing. The Bidder shall not store, retain, use, analyse, disclose, or commercially exploit SMS content or metadata except to the extent strictly required for service delivery and regulatory compliance.

5. Functional requirements:

The overall system should meet (but not limited to) the following functional requirements:

- The Bidder should have its own infrastructures like servers, communication links, software / applications for messaging related activity.
- All outgoing transactional / informational messages (SMS) are to be delivered to the mobile subscriber within 90 seconds of receipt of the message at Bidder's server in normal situations.
- All outgoing High Priority Messages (OTP) are to be delivered to the mobile subscriber within 30 seconds of receipt of the message at the Bidder's server in normal situations.
- The Solution should have the facility to prioritize the outgoing messages so that it is possible to send certain critical messages immediately (Premium SMS-like OTP).
- Sender ID should contain the identity of the sender.
- The Bidder should provide a facility to download delivery status of at least the previous 6 months.
- The Bidder should provide the monitoring facility for the bulk SMS facility.
- The Bidder should provide acknowledgement for delivery of each SMS and

d should submit reports providing the time of receipt of SMS at Bidder 's server, time of delivery to mobile subscriber concerned for each message.

- The Bidder should integrate the SMS Gateway with any particular applications and other related systems of the Customer.
- **Bulk SMS specifications:**
 - Sending SMS to one / many mobile numbers.
 - The System should be menu driven.
 - Accessing the system with User IDs / Passwords.
 - Facility of Admin utility to maintain users.
 - The admin User should be able to draw reports for any other user.
 - Maintaining address books, groups for mobile numbers including import / export of address books.
 - Generation of period wise (last 6 months) reports on SMS sent including various status like delivered, undelivered, if undelivered reason the reof etc.
 - Bulk upload of SMS from spreadsheet.
 - Scheduling SMS.
 - The Bidder should provide monthly backup of all SMS sent.
 - The Bidder should provide the provision of sending SMS to minimum 5 000 mobile phones of different service providers in a single stroke without any manual intervention. The Bidder should provide the required software interface for typing the messages to be sent and explain the entire process of transmission internally handled by the Bidder .
 - The Bidder should keep track of all the messages sent with date and time stamp and acknowledgement of delivery of the same to be provided to BSNL as and when required.
 - The Bidder should be able to send SMS messages to all the mobile phone service providers across the country.
 - The Bidder shall comply with all Applicable Rules, Regulations, and procedures while providing the Bulk SMS Gateway Solution, in accordance with the Prevailing Guidelines, directions, and instructions issued by TRAI, DoT, and the Government of India, as amended from time to time.

6. Scope of Work:

- The Proposed SMS Gateway system should have the facility to prepare, exchange, store, track and retrieve SMS for use. The SMS Gateway shall be hosted in a centralized single instance and shall be integrated seamlessly with the existing IT system of the Customers. The L1 Bidder has to provide access to its Gateway through API.

- The Work Order will be issued by BSNL as needed throughout the Validity Period of RFP and any extensions thereof.
- A high level abstract of the scope of L1 Bidder is given below just to get an understanding of the Project. The SMS Gateway Solution should be:
 - Robust, reliable and feature-rich nature.
 - Capable of delivering awareness messages and transactional alerts outgoing SMS to the mobile phones on a real time basis.
 - Capable of integrating with Customer databases.
 - Able to provide push / pull messaging service.
 - Provide in-depth reporting and statistics.
 - Ensure confidentiality of content sent in SMS. Having the number validation feature for database clearing.
 - Provide reports of submitted, delivered and undelivered SMS
- The L1 Bidder shall be responsible for providing 24 x 7 x 365 days after-sales support / service for the complaints relating to the SMS services.

7. Commercial Bid & Evaluation:

Refer Annexure F

8. Payment Terms:

- The Bidder shall submit the invoice along with the report containing header (Sender) id wise count of submitted, delivered and undelivered SMS traffic for processing the payment.
- Payments to the Successful Bidder shall be made on a Back-to-Back Basis, subject to receipt of payment from the respective Customer in accordance with the applicable Customer specific Agreement, and after deduction of any applicable penalties, LD, license fees, TDS, and other statutory dues.
- **Vendor Invoice Processing Automation (VIPA).**

BSNL has implemented Vendor Invoice Processing Automation (VIPA) through IT Solutions w.e.f. 01.07.2025 to make faster processing of the vendor invoices and minimize the human interventions and also maintaining the digital record from receiving of the invoice to the processing of the invoices by the claim officer.

Action to be taken by the vendor

a) As a first step, vendors have to get themselves registered on VIPA Platform. For registration, vendors have to submit their one approved e-mail ID (max 3 per vendor) and mobile no of the contact person, on the company letterhead duly signed by authorized signatory. The mail for registration along with the authorization letter for E-mail ID and mobile No is to be sent on BSNL e-mail ID bsnlvipahelp@gmail.com. Vendor invoices for processing

g on VIPA platform shall be accepted only from this registered E-mail ID of the vendors.

b)Vendor must obtain SAP regenerated Purchase orders(PO) from BSNL in case of existing and future supply of services. The SAP generated PO number is to be mandatorily quoted in invoices submitted on VIPA platform.

c)When the Service Entry Sheet (SES) is done by BSNL in SAP for verification of the services received, the SES is sent to the vendor through E-mail on E-mail address maintained in vendor master in SAP. Vendor shall get their E-mail address maintained in vendor master in SAP verified and updated through the concerned circle in which services have been provided.

d)Vendor shall prepare the invoice on the basis of the SES details received from BSNL and also prepare the Service Completion certificate (SCC) for the invoice. (Format given below).

Invoice No:

Invoice line item no	BSNLS' SAP PO NO	PO LINE ITEM NO	BSNL SES No	SES line item No.	ITEM DESCRIPTION	DATE OF COMPLETION OF SERVICES (Optional)	QUANTITY	Unit of measure	Price	Net Value

I hereby certify that the services provided by me are in accordance with the terms and conditions of the purchase order referred over.

(Sign&stamp)

(Authorised signatory)

Company name

e)Vendor will submit the invoice, Service completion certificate (SCC) and other prescribed documents as per Purchase Order terms and conditions on two e-mail IDs designated by BSNL for this purpose : bsnlvipa@eyipa.com and bsnlvipa@bsnl.co.in from the registered E-mail ID of the vendor.

f) Vendor will submit digital invoice having valid digital signatures generated against service Entry Sheet (SES) details communicated to the vendor. Invoice must contain SAP-generated PO number.

g) Wherever e-invoice is applicable, the invoice submitted must have valid IRN and QR code.

h) Each E-mail shall have all three separate attachments i.e. 1. Invoice, 2. Scanned copy of SCC (Service Completion Certificate)/ POD (Proof of Delivery) and 3. Scanned copies of all the other documents in a zip folder/files per terms and conditions of Purchase Order (PO). (Scan quality of 300 DPI or higher).

i) Multiple invoices/SCC must not be clubbed in a single file/attachment.

j) There must not be any hand-written text or mark or stamp on any field/values of attachments of Invoice and SCC.

k) There must be no over-lapping of text or images

l) First 2 documents attached are to be in PDF format and third attachment must be Zip file. The size of all files attached under single mail must not exceed 30MB.

m) For each invoice a separate mail is to be sent and invoice number is to be clearly mentioned in the subject of the mail.

n) The E-mail for submission of invoice is to be sent from the registered E-mail ID of the vendor only.

o) Being an automated process, non-conformity to the above guidelines may lead to rejection of the invoices submitted for processing or delay in processing of invoices.

p) In case of any queries/doubts, kindly feel free to reach out to us on our e-mail ID: bsnlvipahelp@gmail.com.

q) Facilitation charges for Invoice processing will be levied in all invoices w.e.f 01.07.2025.

Invoice Value (Incl GST)	Charges (Incl GST)
Up to Rs 1,00,000	NIL
From Rs 1,00,001 to Rs 5,00,000	Rs 590 (Rs 500+Rs 90 GST)
From Rs 5,00,001 to Rs 50,00,000	Rs 1,180 (Rs 1,000+ Rs 180 GST)
exceeding Rs 50,00,000	Rs 2,360 (Rs 2,000+ Rs 360 GST)

Exception: Not applicable for the invoices relating to NFS, 4G saturation, B BNL, work for external agencies.

Facilitation charges are non-refundable.

A GST complaint E-invoice will be issued from SAP by the claim officer (GST to be charged @ 18 %) in respect of the charges recovered from the invoice. The invoice will be provided to the vendor to avail the benefit of ITC (Manually by the claim officer).

9. Service Level Requirements:

- 9.1. Service Level Requirements SLA will be executed on a Back-to-Back Basis. The SLA will be based on Customer stipulations.
- 9.2. Scheduled maintenance will be excluded from the penalty clause, provided prior Approval has been obtained from BSNL.
- 9.3. Any penal provisions specified in this RFP shall remain applicable and enforceable. In addition, variations in SLA conditions under Customer-Specific Agreements including uptime commitments, delivery timelines, Liquidated Damages (LD), and penalty structures as well as any SLA non compliance, shall be governed exclusively by the penalty and/or service credit mechanisms defined in the respective Customer specific Agreement with the successful Bidder . In no event shall such SLA variations impact the unit Rates finalized under this RFP.
- 9.4. All penalties imposed by the Customer shall be levied on the Bidder on a Back-to-Back Basis. Penalty won't be levied on the Bidder if downtime is caused by reasons beyond their control. Bidder shall produce necessary Documents for waiver of such penalty. BSNL's decision in this regard is final and binding on the Bidder.

10. General Terms Of Contract:

10.1. Performance Security Deposit:

The Successful Bidder shall, for each Work Order / Agreement issued pursuant to this RFP , submit a Performance Security Deposit equivalent to 5% of the Contract Value of the respective Work Order / Agreement, within 14 days from the date of issue of such Work Order / execution of the Agreement, unless otherwise specified therein. RFP Issuing Authority reserves the right to extend the time limit if the reasons on which extension is sought are deemed fit.

The Performance Security may be submitted in any one of the following forms, at the option of the Bidder:

- a. Unconditional and Irrevocable Bank Guarantee issued by a Scheduled Commercial Bank, in the format prescribed by BSNL; or
- b. Demand Draft drawn in favour of "Accounts Officer (Cash), O/o PGMT, BSNL Trivandrum" or
- c. Deposit through NEFT/RTGS to BSNL ACCOUNT : No 10570284634 , Ac

counts officer (Cash BSNL) , IFSC : SBIN0000941

The Performance Security shall be valid for the entire duration of the respective Work Order / Agreement, including any extensions thereof, and shall, in all cases, remain valid for a minimum period of six (6) months after the expiry or termination of such Work Order / Agreement, towards settlement of claims, if any.

The Performance Security shall be liable to be invoked, wholly or partly, in the event of failure of the Service Provider to perform the services in accordance with the agreed Scope of Work, Service Level Requirements, timelines, delivery success Rates, uptime requirements, or in the event of breach of any Terms and Conditions of the RFP/Work Order / Agreement.

The Performance Security furnished for a particular Work Order / Agreement shall be applicable exclusively to that Work Order / Agreement and shall not be applicable to or adjusted against any other Work Order / Agreement.

The Performance Security shall be released only after Satisfactory Completion of the services, fulfillment of all Contractual Obligations including SLA Obligations, settlement of all dues and claims and submission of a No-Claim Certificate by the purchaser.

No interest shall be payable on the Performance Security.

10.2. **Delivery period:**

Any delay by the Bidder in the performance of delivery of services shall render the Bidder liable to any or all of the following sanctions:

- Forfeiture of its Security Deposit
- Imposition of Liquidated Damage or/and
- Cancellation of the Purchase Order for Default.

10.3. **Liquidated Damages (LD):**

In the event of failure of the Bidder to onboard, provision, configure, or make operational the Bulk SMS services, including API connectivity, DLT registration support, sender ID configuration, or test message validation, within the timelines specified in the Service Order / Purchase Order or any approved extension thereof, BSNL may, at its discretion, withhold payments towards Liquidated Damages (LD) and not by way of penalty. **BSNL may, at its discretion, deduct, adjust, or recover amounts towards Liquidated Damages (LD), and not by way of penalty, from any payments due or becoming due to the Bidder.**

The Liquidated Damages shall be levied at the rate of 0.5% of the value of the monthly service charges, computed on a pro-rata basis, attributable to the delayed service, per week or part thereof subject to a maximum of 10% of the said value, or at such other rate, basis, or methodology as may be specified in the applicable Customer-specific Agreement, subject to the Terms and Conditions thereof.

The amount of Liquidated Damages shall be recovered from the Performance

Bank Guarantee / Security Deposit, or from any amounts due or becoming due to the Bidder. Liquidated Damages shall be imposed only in cases where the delay is attributable to the Bidder, and the decision of BSNL regarding the applicability and quantum of LD shall be final and binding.

The Liquidated Damages provisions contained herein shall form an integral part of, and shall be deemed incorporated into, all subsequent Agreements, Service Orders, and Purchase Orders issued under this RFP.

10.4. **Cancellation of RFP:**

- BSNL reserves the right to cancel the RFP or modify the requirement without assigning any reason. BSNL will not be under any Obligation to give clarifications for doing the aforementioned.
- BSNL also reserves the right to modify / relax any of the Terms & Conditions of the RFP.
- BSNL in view of Project requirements may reject any RFP(s), in which any prescribed condition(s) is / are found incomplete in any respect and at any processing stage.

10.5. **Set-off:**

Any sum of money due and payable to the Contractor (including security deposit, EMD, or bills) under this Contract or any other Contract with BSNL may be appropriated or set off against any claim of the Procuring Entity for the payment of any sum of money arising out of or under this Contract or any other Contract.

11. **Special Terms of Contract**

- 11.1. In the event of a Successful Bidder or the concerned division of the Bidder is taken over / bought over by another Company, all the Obligations and execution responsibilities under the Agreement with the BSNL should be passed on for compliance by the new Company in the negotiation for their transfer.
- 11.2. In the event that the Successful Bidder is found to be in breach of any Terms and Conditions of the RFP or the Service Order at any stage during the **provision of Bulk SMS services or during the Validity of the Contract**, appropriate legal action shall be initiated against the Bidder in accordance with the Applicable Rules and Laws. In addition, the **Security Deposit / Performance Bank Guarantee shall be liable to Forfeiture**, and the Bidder shall be **debarred and blacklisted for a minimum period of three (3) years** from further dealings with BSNL.
- 11.3. BSNL may, at any time, terminate the Purchase Order by giving written Notice to the Bidder(s) without any compensation, if the Successful Bidder(s) is / are blacklisted by any Govt. agency during the Agreement period or extended period, provided that such Termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to BSNL.

- 11.4. The Bidder(s) should not assign or sublet the Work Awarded or any part of it to any other agency in any form unless specified or Approval obtained from BSNL. Any such eventuality shall result in Termination of Purchase Order and Forfeiture of Security Deposit concerning such Bidder(s).
- 11.5. BSNL may, at any time, terminate the PO by giving written Notice to the Successful Bidder(s) without any compensation, if the Successful Bidder(s) becomes bankrupt or otherwise insolvent, provided that such Termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to BSNL.
- 11.6. No deviations from the Terms and Conditions will be accepted; violation thereof will lead to rejection of the Bid and Forfeiture of Security Deposit.
- 11.7. BSNL reserves the right to cancel this RFP or modify the requirement without assigning any reasons. BSNL will not be under Obligation to give clarifications for doing the aforementioned.
- 11.8. BSNL also reserves the right to modify / relax any of the Terms & Conditions of the RFP.
- 11.9. BSNL reserves the right to outrightly reject any RFP(s) that is/are found incomplete in any respect.
- 11.10. Bidder(s) are directed to submit the RFP carefully along with complete technical features of the products / systems as well as other Documents required to access the capability of the Bidder.
- 11.11. Notwithstanding the expiry or termination of this RFP and/or the Rate Contract, such provisions of the RFP as are expressly incorporated into and forming part of the respective Work Order(s) and/or Customer specific Agreement(s) shall survive and remain valid and enforceable for the duration of such Work Order(s)/Customer specific Agreement(s), and thereafter to the extent necessary for enforcement of Accrued Rights and Obligations.

Without limitation, such surviving provisions may include, to the extent incorporated, functional and commercial requirements such as Scope of Work, Functional Requirements, Payment Terms, Service Level Requirements, Delivery Period, Performance Security, Liquidated Damages, Special Terms and Conditions, General Terms of Contract, and Miscellaneous provisions, as well as risk allocation and legal provisions including Indemnity, Limitation of Liability, Force Majeure, Termination, Dispute Resolution, Arbitration, Applicable Law and Jurisdiction, and any other provisions which by their nature are intended to survive expiry or termination.

12. Evaluation of RFP:

- Evaluation and finalization of Bidders shall be carried out by a Standing Committee of BSNL. The evaluation shall be conducted separately for each category and each slab, as per Annexure F (Commercial Bid Format). Th

e L1 Bidder for each category and each slab shall be determined and selected independently. Bidders may quote for one or more categories and/or slabs.

- The price Bids of only those Bidders who are qualified as per Eligibility Criteria and technical Bids will be opened.
- BSNL reserves the right to accept or reject any Bid, wholly or partly, and to annul the selection process and reject all Bids at any time prior to finalization of L1
- Bidder, without thereby incurring any Liability to the affected Push SMS service provider(s) or any Obligation to inform the affected Push SMS service provider(s) of the grounds for the BSNL's action.
- The price Bids of only those Bidders who are qualified as per Eligibility Criteria and technical Bids will be opened.
- In their own interest the Bidders are advised to ensure that the Solution quoted by them should conform to all RFP technical parameters / specifications and are functional. The Solution quoted and not meeting complete RFP specifications or lower in specification will not be considered for Evaluation.
- A Rate Contract, incorporating the Terms and Conditions of the RFP, shall be executed with the L1 Bidder.
- During the period of Agreement , the Purchase Orders may be placed as per the actual requirements for the quantities on the unit Rates finalized against this RFP.

13. Indemnity:

1.The Bidder shall indemnify the BSNL from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind whatsoever suffered, arising or incurred inter alia during and after the Contract Period out of:

- Any negligence or wrongful act or omission by the Bidder or any Third Party associated with the Bidder in connection with or incidental to this Contract
- Any breach of any of the Terms of the Bidder's Deed as agreed, the RFP and this Contract by the Bidder
- Any infringement of patent, trademark / copyright or Industrial Design Rights arising from the use of the supplied devices and related services or any part thereof
- Any non-compliance or violation by the Bidder of Applicable Laws, Regulations, Regulatory directions, or Statutory Obligations, including any fines , penalties, damages, costs, or proceedings imposed upon or suffered by BSNL as a consequence thereof.

2. Under no circumstances shall BSNL be liable for any consequence, claims, losses, damages, penalties, regulatory fines, litigation costs, compensation claims, and reputational harm arising from failure to comply with applicable laws, security obligations, or regulatory requirements or any breach or non-compliance attributable to the Bidder. The Bidder's liability under this clause shall be unlimited in cases involving data breach, confidentiality violation, unauthorised access, regulatory violation, spam/UCC non-compliance, misrouting, or security incident arising out of its acts, omissions, negligence, system failure, or misconduct..

3. BSNL stands indemnified from any claims that the Bidder's manpower may opt to have towards the discharge of their duties in the fulfillment of the Purchase Orders. BSNL also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by the Bidder's manpower while discharging their duty towards fulfillment of the Purchase Orders. The Bidder shall be solely responsible for any damage, loss or injury which may occur to any property or to any person by or arising out of the execution of the works or temporary works other than due to the matters referred to in this RFP herein before.

4. The Bidder would ensure observance of all labour and other Laws applicable in the matter and shall indemnify and keep indemnified the Customer against the effect of non-observance of any such Laws.

14. Force Majeure:

If at any time, during the continuance of the RFP / Agreement, the performance in whole or in part by either Party of any Obligation under the Agreement is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, act of fires, floods, epidemics quarantine restrictions or acts of God (hereinafter referred to as "events"), provided Notice of happenings of any such event is duly endorsed by the Appropriate Authorities / chamber of commerce in the country of the Party giving Notice, is given by Party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and Termination thereof and satisfies the Party adequately of the measures taken by it, neither Party shall, by reason of such event, be entitled to terminate the Agreement, nor shall either Party have any claim for damages against the other in respect of such non performance or delay in performance, and deliveries under the Agreement shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the Purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any Obligation under the Agreement is prevented or delayed by reason of any such event for a period exceeding 60 days, the Purchaser may at his option, terminate the Agreement.

15. Termination:

BSNL may terminate this Contract in whole or in part by giving Bidder a prior and written Notice indicating its intention to terminate the Contract under the following circumstances:

- Where BSNL is of the opinion that there has been such event of Default on the part of Bidder which would make it proper and necessary to terminate this Contract and may include failure on the part of Bidder to respect a

ny of its commitments with regard to any part of its Obligations under its Bid, the RFP or under this Contract.

Default is said to have occurred:

1. If the Bidder fails to deliver any or all of the services within the time period(s) specified in the Purchase Order or any extension thereof granted by the Competent Authority.
2. If the Bidder fails to perform any other Obligation(s) under the Contract.
3. Bidder has failed to adhere to any of the key performance indicators as laid down in the Service Levels, or if Bidder has fallen short of matching such standards / benchmarks / specifications as BSNL may have designated with respect to the system or any goods or services, necessary for the execution of the Scope of Work and performance of services under this Contract. The above mentioned failure on the part of Bidder may be in Terms of failure to adhere to performance, quality, timelines, specifications, requirements as per Contract.
4. If the Bidder, in either of the above circumstances, does not take remedial steps within a period of 5 days after receipt of the Default Notice from BSNL (or takes longer period in spite of what has been Authorized in writing), BSNL may, where it deems fit, issue to the Defaulting Party another Default Notice or proceed to Contract Termination in whole or part.
5. The Purchase Order / Contract can be terminated by giving one month written Notice to the Bidder, without any compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent.
6. ACTION BY PURCHASER AGAINST SYSTEM INTEGRATOR IN CASE OF DEFAULT.

In case of Default by Bidder(s)/ Vendor(s) mentioned above or any other Default whose complete list is enclosed in **Annexure-G**, BSNL will take action as specified in **Annexure-G** of this section.

- Where Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against Bidder, any failure by Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against Bidder or the happening of any such events that are adverse to the commercial viability of Bidder. In the event of any events of the above nature, BSNL shall reserve the right to take any steps as are necessary, to ensure the effective transition of the sites to a successor agency, and to ensure business continuity.
- Termination for Insolvency: BSNL may at any time terminate the Contract by giving written Notice to the Bidder, without compensation to Bidder, if Bidder becomes bankrupt or otherwise insolvent, provided that such Termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to BSNL.

16. Arbitration:

- 16.1. Arbitration (Applicable in case of Supply Orders / Contracts with Firms, other than Public Sector Enterprise)

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.

- 16.2. A Party wishing to commence arbitration proceedings shall invoke 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.
- 16.3. The number of Arbitrators and the Appointing Authority will be as under:

Claim amount (excluding claim for counter claim, if any)	Number of Arbitrators	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 3 rd Arbitrator, who shall be presiding Arbitrator, by the two Arbitrators. BSNL will appoint its Arbitrator for its panel.

- 16.4. Neither Party shall appoint its serving employee as Arbitrator.
- 16.5. 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 for the stage where his predecessor had left it both Parties consent for the same; otherwise, he shall proceed de novo.
- 16.6. 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.

- 16.7. Unless otherwise decided by the Parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, for resolution of all Disputes shall be followed, where the claim amount is up to Rs. 5 crores.
- 16.8. 29B. Fast track procedure:
- 16.8.1. 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).
- 16.8.2. 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.
- 16.8.3. The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):
- 16.8.3.1. The arbitral tribunal shall decide the Dispute on the basis of written pleadings, Documents and submissions filed by the Parties without any oral hearing;
- 16.8.3.2. 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;
- 16.8.3.3. 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;
- 16.8.3.4. 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.
- 16.8.4. The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.
- 16.8.5. If the award is not made within the period specified in sub-section (4), the provisions of sub-sections (3) to (9) of section 29A shall apply to the proceedings.
- 16.8.6. 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.]
- 16.9. The arbitral tribunal shall make publish the award within time stipulated as under:

Amount of claims and counter claims	Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)
Upto Rs. 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.

- 16.10. 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 or appointed by it. Claimants 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.
- 16.11. The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case may be).
- 16.12. 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.
- 16.13. In the event of any Dispute or difference relating to the interpretation and application of the provisions of Commercial Contracts between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organisations (excluding Disputes concerning Railways, Income Tax, Customs & Excise Departments) such Dispute or difference shall be taken up by either Party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018.
- 16.14. **APPLICABLE LAW AND JURISDICTION:**
- 16.14.1. The supply order for good or services, including all matters connected with this supply order shall be subject governed by the Indian Law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian courts at the place from where the purchase order has been placed.
- 16.14.2. Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the Law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

17. Limitation of Liability:

1. Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.
2. Except in case of gross negligence or wilful misconduct on the part of the Bidder or on the part of any person or Company acting on behalf of the Bidder in executing the work or in carrying out the services, the Bidder,

with respect to damage caused by the Bidder to property and / or assets of the Purchaser or of any of Purchaser's Customers, shall not be liable to Purchaser:

- a. For any indirect or consequential loss or damage;
- b. For any direct loss or damage that exceeds:
 - i. The Contract value, or
 - ii. The proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a Liability, whichever of (i) or (ii) is higher.
- c. This limitation of Liability shall not affect the Bidder's Liability, if any, for damage to Third Parties caused by the Bidder / Bidder's team or any person or Firm / Company acting on behalf of the Bidder in executing the work or in carrying out the services.

18. Damage to person and property:

- 18.1. The Bidder should ensure to take full responsibility for the care thereof and of all temporary works and in case any damages loss or injury happens to the works or to any part thereof or to any temporary works due to lack of precaution or negligence on the part of Bidder, the loss shall be made good at its own cost.
- 18.2. The Bidder shall (except, if and so far as this Agreement provides otherwise), indemnify and keep indemnified the BSNL & its all Customers against all losses and claims for injuries or damage to any person or property arising out of or in consequence of the construction and maintenance of the works by them and against all claims demands, proceedings, damages, loss charges and excesses whatsoever in respect of or in relation thereof.

19. Miscellaneous:

The Agreement under this RFP is not assignable by the Selected Bidder(s). The Selected Bidder(s) shall not assign its Contractual Authority to any other Third Party. The Selected Bidder(s) shall be obliged to render services / supplies to BSNL and its Customer organisations. Any Default or breach in discharging Obligations under this RFP by the Selected Bidder(s) while rendering services / supplies to BSNL or its Customers, shall invite all or any actions / sanctions, as the case may be, including Forfeiture of Performance Guarantee stipulated in this RFP Document.

The decision of BSNL as above will be final and no representation of any kind will be entertained on the above. Any attempt by any Bidder to bring pressure of any kind, may disqualify the Bidder for the present RFP and the Bidder may also be liable to be debarred from Bidding for BSNL RFPs in future for a period of at least three years.

Any conditions mentioned in their RFP Bids by the Bidders which are not in conformity to the conditions set forth in the RFP will not be accepted by BSNL. All th

e Terms and Conditions for the supply, testing and acceptance, payment Terms, penalty etc. will be as those mentioned herein and no change in the Terms and Conditions set by the Bidders will be acceptable. Alterations, if any, in the RFP Bid should be attested properly by the Bidders, failing which the Bid will be rejected.

BSNL reserves the right to modify and amend any of the above-stipulated conditions / criterion depending upon Project priorities vis-à-vis urgent commitments. BSNL also reserves the right to accept /reject any Bid, to cancel / abort RFP process and / or reject all Bids at any time prior to Award of Contract, without thereby incurring any Liability to the affected agencies on the grounds of such action taken by the BSNL.

Any Default by the Bidders in respect of RFP Terms & Conditions will lead to rejection of the Bid & Forfeiture of PBG / Security Deposit.

Bidders are advised to study the RFP Document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the RFP Document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Incomplete or partial Bids shall be rejected. Bidders shall bear all costs associated with the preparation and submission of the Bid, including cost of presentation and demonstration for the purposes of clarification of the Bid, if so desired by BSNL. BSNL shall in no event be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

20. Check List for Bidders:

- 20.1. The Bidder should ensure that all Documents and papers submitted in this RFP are fully authenticated by the Authorised Signatory under his Signature with Official Seal wherever applicable.
- 20.2. The following Documents form part of the RFP and should be submitted with the RFP.

Documents to be submitted	Documents submitted	
	Yes / No	Page No. at which Document attached
All pages of this RFP Document are duly signed by the Authorised Signatory in a token of acceptance of all Terms and Conditions by the Bidder. Any other Document submitted by the Bidder should also be signed by the Authorised Signatory.		
Organizational details of the Bidder (Annexure - A)		

General Power of Attorney in favour of the Signatory signing the RFP Documents. It is not required in case of a Proprietor if the Proprietor himself signs the Documents (Annexure - B)		
Self attested copy of Article and Memorandum of Association or Partnership Deed or Proprietorship Registration as the case may be.		
Self-attested copy of GST Registration number		
Self-attested copy of PAN Number.		
Documents for Prequalification Criteria (Clause 2)		
Covering Letter & Acceptance of Terms and Conditions contained in the RFP (Annexure - D)		
Technical Specifications and Compliance Sheets, duly signed copy (Annexure - E)		
Commercial Bid (Format in Annexure - F)		
Bank Account Details(Name of the Bank,Branch Name & Address,Bank Account Number,Account Type (Savings/ Current),IFSC Code)		

Every additional Document submitted and every page of the RFP Document shall be duly signed by the Authorised Signatory as a token of compliance and acceptance to all Terms and Conditions.

21. ANNEXURES:

Annexure - A: Organization details of the Bidder:

SN	Description	Details
1	Name of the Bidder:	

2	Address for communication: Tel : Fax: Email id:	
3	Name of the Authorised person signing & submitting the Bid on behalf of the Bidder: Mobile No. : Email id :	
4	Registration / Incorporation Details Registration No: Date & Year. :	
5	PAN Number:	
6	Goods and Services Tax Identification Number (GSTIN):	
7	Willing to carry out assignments as per the Scope of Work of the RFP	Yes / No
8	Willing to accept all the Terms and Conditions as specified in the RFP	Yes / No

Authorised Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

(Note: In case of Consortium, this needs to be filled by each member of the Consortium and signed by the Authorised Signatory of the Lead Bidder)

Annexure - B: Format for Power of Attorney:

(On Bidder's Letterhead)

I, the _____, (Designation) of (Name of the Organization) in witness whereof certify that _____ <Name of person> is Authorized to execute the Attorney on behalf of _____ <Name of Organization>, _____ <Designation of the person> of the Company acting for and on behalf of the Company under the Authority conferred by the _____ <Notification / Authority Order No.> Dated <date of reference> has signed this Power of Attorney at _____ <place> on this day of <day><month>, <year>.

The Signatures of _____ <Name of person> in whose favour Authority is being made under the Attorney given below are hereby certified.

Name of the Authorised Representative:

(Signature of the Authorised Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing Attorney:

Address of the Bidder:

**Annexure - C: Affidavit for Blacklisting:
(On Non-Judicial Stamp Paper)**

To,

The Deputy General Manager

O/o PGMT, BSNL

Uppalam Road, Trivandrum

Date:

Subject: << Name of the RFP>>

Dear Sir/Madam,

We confirm that _____ <<name of the Firm>> is not blacklisted by any Central Govt. / State Govt. / PSU / Govt. Bodies or its agencies and Departments in India as on the Date of Submission of this RFP.

Yours sincerely,

Signature

Authorised Signatory Name Seal

Contact details:

Annexure - D: Covering Letter & Acceptance of Terms and Conditions contained in the RFP:

(On Company Letterhead)

To,

The DGM (EB)

O/o The Principal General Manager Telecom, BSNL

Upplam Road, Trivandrum

Kerala - 695001

Subject: Acceptance of Terms and Conditions contained in the RFP for _____
_____ dated _____

Dear Sir,

I/We, the undersigned, are in conformity with the said RFP Documents without Dispute.

I/We agree to abide by the said RFP, until a Formal Contract through RFP is prepared and executed.

I/We understand that the O/o The DGM (EB), Trivandrum , Kerala - 695001 is n

ot bound to accept the highest or any offer ,based on the discretion of the office

I/We have carefully gone through the Terms and Conditions contained in the RF P. I/We declare that all the provisions of this RFP are acceptable to our Company. I/We further certify that I/We am/are Authorised Signatory of my / our Company and therefore competent to make this declaration.

I/We have never been barred / black listed or faced any legal action by any Public sector Unit, University, Trust, RBI or IBA or any other Government entity.

Name & Signature of the service provider / Bidder in the capacity of

Name & address of the Company Seal of the Company

Annexure - E: Technical Specifications:

The specifications mentioned hereunder are the bare minimum requirements:

SN	Specifications	Compliance (Y/N)	Deviation (If any)
1	SMS Gateway Solution must be handling a minimum 1 Crore SMS per month for the last 1 year (Proof to be submitted)		

2	Capacity of pushing 5000 SMS per second and delivery percentage of 99.5 in the last six months (Proof to be submitted)		
3	Messaging Solutions offered should support web portal (Details to be produced)		
4	Capability to integrate the SMS Gateway with any particular applications and other related systems of the Customer (Proof to be submitted)		
5	Generation of period wise (last 6 months) reports on SMS sent including various status like delivered, undelivered, if undelivered reason thereof etc.		
6	Adherence to all the Norms / Guidelines issued by TRAI, DoT, Government of India or any other Regulatory Authority from time to time and comply with the same within the stipulated time frame.		
7	Bidder will be responsible for the end-to-end process and operations of Bulk SMS services.		
8	The platform shall support multilingual messages.		
9	The Bidder shall maintain a log of the IP addresses of the PEs/TMs transmitting messages through its platform. Such IP addresses may be whitelisted during the testing and commissioning phase, as applicable.		
10	Bidder shall provide contact details as part of the escalation matrix.		

Annexure - F: Commercial Bid:

1. General Customers [On Delivery]	
Schedule No (In Gem Portal)	SMS count (Per year)
1	≤ 5 Lakhs
2	> 5 Lakhs and ≤ 50 Lakhs
3	> 50 Lakhs and ≤ 1 Crore
4	> 1 Crore and ≤ 5 Crore
5	> 5 Crore
2. Government Exempted Sender IDs, Approved by TRAI [On Delivery]	
Schedule No (In Gem Portal)	SMS count (Per year)
6	≤ 5 Lakhs
7	> 5 Lakhs and ≤ 50 Lakhs
8	> 50 Lakhs and ≤ 1 Crore
9	> 1 Crore and ≤ 5 Crore

10	> 5 Crore
3. Government / PSU / Scheduled Banks (Other than private banks) in non-exempted category [On Delivery]	
Schedule No (In Gem Portal)	SMS count (Per year)
11	≤ 5 Lakhs
12	> 5 Lakhs and ≤ 50 Lakhs
13	> 50 Lakhs and ≤ 1 Crore
14	> 1 Crore and ≤ 5 Crore
15	> 5 Crore

Note:

1. Bidders may quote for one or more categories and / or slabs.
2. This data is for GeM rate quoting reference.

Name & Signature of the Bidder

In the capacity of

Name & address of the Company

Seal of the Company

ANNEXURE - G:

SN	Defaults of the Bidder / Vendor	Action to be taken
A	B	C
1 (a)	<p>Submitting fake / forged</p> <p>a. Bank Instruments with the Bid to meet Terms & Conditions of RFP in respect of RFP fee and/ or EMD;</p> <p>b. Certificate for claiming exemption in respect of RFP fee and/ or EMD;</p> <p>c. and detection of Default at any stage from receipt of Bids till award of AP O/ issue of PO/WO.</p> <p>Note 1:- However, in this case the Performance Guarantee if alright will not be Forfeited.</p> <p>Note 2:- Payment for already received supplies/ completed work shall be made as per Terms & Conditions of PO/ WO.</p>	<ol style="list-style-type: none"> 1. Rejection of RFP Bid of respective Vendor. 2. Banning of business for 3 years which implies barring further dealing with the Vendor for procurement of Goods & Services including participation in future RFPs invited by BSNL for 3 years from date of issue of banning order. 3. Termination/Short Closure of PO/WO, if issued. This implies non- acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.
	<p>Submitting fake / forged Documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments etc and as supporting Documents towards other Terms & Conditions with the Bid to meet Terms & condition of RFP :</p>	

1 (b)

<p>1. If detection of Default is prior to award of APO</p>	<ol style="list-style-type: none"> 1. Rejection of Bid & 2. Forfeiture of EMD. 3. Banning of business for up to 3 years which implies barring further dealing with the Vendor for procurement of goods and services including participation in future RFPs invited by BSNL for up to 3 years from the date of issue of banning order.
<p>2. If detection of Default after issue of APO but before receipt of PG/ SD (DD,BG etc.)</p>	<ol style="list-style-type: none"> 1. Cancellation of APO, 2. Rejection of Bid & 3. Forfeiture of EMD. 4. Banning of business for up to 3 years which implies barring further dealing with the Vendor for procurement of goods and services including participation in future RFPs invited by BSNL for up to 3 years from the date of issue of banning order.
<p>3. If detection of Default after receipt of PG/ SD (DD,BG etc.) .</p>	<ol style="list-style-type: none"> 1. Cancellation of APO 2. Rejection of Bid & 3. Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned. 4. Banning of business for up to 3 years which implies barring further dealing with the Vendor for procurement of goods and services including participation in future RFPs invited by BSNL for up to 3 years from the date of issue of banning order.
<p>4. If detection of Default after issue of PO / WO</p>	<ol style="list-style-type: none"> 1. Termination/ Short Closure of PO/WO and Cancellation of APO. 2. Rejection of Bid & 3. Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned. 4. Banning of business for up to 3 years which implies barring further dealing with the Vendor for procurement of goods and services including participation in future RFPs invited by BSNL for up to 3 years from the date of issue of banning order.
<p>Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p>	

	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	If the Vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	Banning of business for 3 years which implies Barring further dealing with the Vendor for procurement of Goods & Services including participation in future RFPs invited by BSNL for 3 years from date of issue of banning order.
	1. Obstructing functioning of RFP opening executives of BSNL in receipt/ opening of RFP Bids from Prospective Bidders, Suppliers/ Contractors.	
	2. Obstructing/ Threatening other prospective Bidders i.e. Suppliers/ Contractors from entering the RFP venue and / or submitting their RFP Bid freely.	
3	Non-receipt of acceptance of APO / AWO and SD/ PG by L-1 Bidder within time period specified in APO / AWO.	Forfeiture of EMD.
4.1	Failure to supply and / or Commission the equipment and / or execution of the work at all even in extended delivery schedules, if granted against PO / WO.	<ol style="list-style-type: none"> 1. Termination of PO / WO. 2. Under take purchase/ work at the risk & cost of the Defaulting Vendor. 3. Recover the excess charges if incurred from the PG / SD and outstanding bills of the Defaulting Vendor.
4.2	Failure to supply and / or Commission the equipment and / or execution of the Work in full even in extended delivery schedules, if granted against PO / WO.	<ol style="list-style-type: none"> 1. Short Closure of PO / WO to the quantity already received by and / or commissioned in BSNL and / or in pipeline provided the same is usable and / or the Vendor promises to make it usable. 2. Under take purchase / work for balance quantity at the risk & cost of Defaulting Vendor. 3. Recover the excess charges if incurred from the PG / SD and outstanding bills of the Defaulting Vendor.

5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO / WO / Contract.	<ol style="list-style-type: none"> 1. If the material is not at all acceptable, then return the non- acceptable material (or its part) & recover its cost, if paid, from the o/s bills / PG / SD. <p style="text-align: center;">OR</p> <ol style="list-style-type: none"> 2. If the material is inducted in the network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price - price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of Vendor including PG/ SD.
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	<ol style="list-style-type: none"> 1. If the material is not at all acceptable, then return the non- acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; <p style="text-align: center;">OR</p> <ol style="list-style-type: none"> 2. If the material is inducted in the network & it is not possible to return it and/ or material is acceptable with degraded performance, the Purchaser may determine the price for degraded equipment (Financial penalty = Price - price determined for degraded equipment) himself and / or through a committee. Undertake recovery of financial penalty from outstanding dues of Vendor including PG / SD; <p style="text-align: center;">AND</p> <ol style="list-style-type: none"> 3. Withdrawal of TSEC / IA issued by QA Circle.
6	<p>Submission of claims to BSNL against a Contract</p> <ol style="list-style-type: none"> 1. for the amount already paid by BSNL. 2. for Quantity in excess of that supplied by Vendor to BSNL. 3. for unit rate and/ or amount higher than that approved by BSNL for that purchase. 	<ol style="list-style-type: none"> 1. Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' at clause 10.5 of Section 10 or by any other legal tenable manner. 2. Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.

Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.

Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.

7	<p>Network Security / Safety / Privacy:- If the Vendor tampers with the hardware, software / firmware or in any other way that</p>	<ol style="list-style-type: none"> 1. Termination of PO/ WO. 2. Banning of business for 3 years which implies barring further dealing with the Vendor for procurement of Goods & Services including participation in future RFPs invited by BSNL for 3 years from date of issue of banning order. 3. Recovery of any loss incurred on this account from the Vendor from its PG / SD / O/s bills etc. 4. Legal action will be initiated by BSNL against the Vendor if required.
	<ol style="list-style-type: none"> 1. Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL. 	
	<ol style="list-style-type: none"> 2. Disrupts / Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC / MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and / or any other TSP through BSNL. 	
	<ol style="list-style-type: none"> 3. tampers with the billing related data/ invoicing / account of the Customer / User(s) of BSNL and / or any other TSP(s). 	
	<ol style="list-style-type: none"> 4. hacks the account of BSNL Customer for unauthorised use i.e. to threaten others / spread improper news etc. 	
	<ol style="list-style-type: none"> 5. undertakes any action that affects/ endangers the security of India. 	

8	<p>If the Vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>	<ol style="list-style-type: none"> 1. Termination / Short Closure of the PO/ WO . 2. Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. 3. No further supplies are to be accepted except that required to make the already supplied items work. In case of Turnkey Projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment / material (or its part). 4. In case of Turnkey Projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the Purchaser may determine the price for degraded equipment (Financial penalty = Price - price determined for degraded equipment) himself and / or through a committee. Undertake recovery of financial penalty from outstanding dues of Vendor including PG / SD.
9	<p>In the event of the Vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.</p>	<ol style="list-style-type: none"> 1. Termination / Short Closure of the PO / WO . 2. Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items. 3. No further supplies are to be accepted except that required to make the already supplied items work. In case of Turnkey Projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment / material (or its part). 4. In case of Turnkey Projects, if the material is inducted in network & it is not possible to return it and / or material is acceptable with degraded performance, the Purchaser may determine the price for degraded equipment (Financial penalty = Price - price determined for degraded equipment) himself and / or through a committee. Undertake recovery of financial penalty from outstanding dues of Vendor including PG / SD.
	<p>If the Vendor does not return / refuses to return BSNL's dues:</p>	<ol style="list-style-type: none"> 1. Take action to appoint an Arbitrator to adjudicate the Dispute.

10	1. In spite of the order of the Arbitrator.	<ol style="list-style-type: none"> 1. Termination of Contract, if any. 2. Banning of business for 3 years which implies barring further dealing with the Vendor for procurement of Goods & Services including participation in future RFPs invited by BSNL from date of issue of banning order or till the date by which the Vendor clears the BSNL's dues, whichever is later.
	2. In spite of Court Orders.	<ol style="list-style-type: none"> 3. Take legal recourse i.e. filing recovery suit in appropriate court. 1. Termination of Contract, if any. 2. Banning of business for 3 years which implies barring further dealing with the Vendor for procurement of Goods & Services including participation in future RFPs invited by BSNL from the date of issue of the banning order or till the date by which the Vendor clears the BSNL's dues, whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Customs Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business:	<ol style="list-style-type: none"> 1. Banning of business for 3 years which implies Barring further dealing with the Vendor for procurement of Goods & Services including participation in future RFPs invited by BSNL for 3 years from date of issue of banning order.
	1. If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the Vendor / Supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of RFPs, interpolation, misrepresentation with respect to the Contract in question.	
	2. If the Vendor / Supplier fails to execute a Contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	
	3. If the Vendor / Supplier fails to submit required Documents/ information, where required.	

4. Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a Vendor / Supplier.

Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective RFP.

Note 8: In case of clash between these Guidelines & provision of invited RFP, the provision in the respective RFP shall prevail over these Guidelines.

Note 9: Banning of Business dealing order shall not have any effect on the existing / ongoing works / AMC / CAMC which will continue along with settlement of Bills.

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---