

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	11-04-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	11-04-2026 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (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	Office Of Cgmt Bsnl Haryana Circle
वस्तु श्रेणी /Item Category	Repair, Maintenance, and Installation of Plant/ Systems/Equipments (Version 2) - Exchange and BTS sites; SMPS and SMPS Power Plants; Service Provider
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	3 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	1 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू 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 लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
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	1
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
अनुमानित बिड मूल्य / Estimated Bid Value	888400
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	22300

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	24

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

AO
Office of CGMT BSNL Haryana Circle, Bharat Sanchar Nigam Limited (BSNL), 107, THE MALL, AMBALA CANTT-133001
(Ao Claim)

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
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

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
4. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
5. 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.
6. 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 or

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.

7. 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.

8. 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.

9. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

10. 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

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

SCHEDULE OF QUANTITY & AMC ESTIMATED COST - [1774077627.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Buyer to mention scope of work:[1774077645.pdf](#)

Terms and Conditions/ Deductions etc to be mentioned by Buyer as per their requirement:[1774077652.pdf](#)

Any other details to be mentioned by buyer for repair work:[1774077660.pdf](#)

Repair, Maintenance, And Installation Of Plant/ Systems/Equipments (Version 2) - Exchange And BTS Sites; SMPS And SMPS Power Plants; Service Provider (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Premise	Exchange and BTS sites
Type of Item/Product/System to be repaired or Installed	SMPS and SMPS Power Plants

विवरण/ Specification	मूल्य/ Values
Consumables to be provided by	Service Provider
Spare parts to be provided by	Service Provider
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Estimated number of visits as per last year records	0

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.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Chandra Prakash Meena	121001,BSNL Office Sector 15A Faridabad Haryana	Project / Lumpsum Based	<ul style="list-style-type: none"> Estimated Cost of Spare/Consumables /Items on Reimbursement basis in Rs (please input 0 if not applicable) : 0

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

NOTICE INVITING TENDER

NIT No: T-108/ AMC and Repair/Maintenance of SMPS Power Plant / FARIDABAD OA

E_Tender for AMC and Repair/ Maintenance of SMPS Power Plant (Modules/Control Panel / Display/ AC Contractor of 25 A, 50 A, 100A & 200 A etc.) in FARIDABAD OA (Part of FARIDABAD BA).

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**PART-A
SECTION-I**

1. ELIGIBILITY CONDITION

- (i) The bidder should have Average Annual financial turnover of at least 30% of estimated cost during last three financial years that is financial year (2022-23 ,2023-24 and 2024-2025). Audited annual reports along with CA certificate shall be submitted along with bid to establish above requirement.
- (ii) The bidder should have experience of successful execution of contract for Repair and Maintenance of Power Plant in government department/ MTNL / BSNL / other PSU during last seven years (that is from FY 2019-20 to FY 2025-26) and in such a manner as indicated below:-
 - a) Should have successfully executed each contract, if executed three or more contracts f

or tendered work, costing not less than the amount equal to 40% of the estimated cost.

or

b) Should have successfully executed each contract ,if executed two contracts for tender ed work, costing not less than the amount equal to 50% of the estimated cost.

or

c) Should have successfully executed at least one contract costing not less than the amount equal to 80% of the estimated cost

Note 1: Experience certificate should be issued by an officer not below the rank of STS level officer or equivalent.

Note 2: Only executed work will be counted for experience. Submission of P.O. or work order will not be counted as experience.

Note 3: Experience should clearly mention the amount/cost of successfully executed the similar work.

iii) (a) The bidders participating in the said tender should ensure the compliance of the order issued vide F. No: 6/18/2019-PPD dated 23.07.2020 by Public Procurement Division, Department of Expenditure, Ministry of Finance, and its subsequent Clarifications. (Please refer <https://www.doe.gov.in/> for further details). An Undertaking on the Company's letter head shall be submitted, along with the Bid documents.

(b) The successful bidders shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. (please refer Note: iii-(a).

iv) Bidder shall submit a self-declaration that they are not blacklisted/debarred/terminated (due to non-performance in Haryana Telecom Circle) with Ministry of Communication or BSNL/PSU/Govt Department/ Autonomous body in India or under debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No.F.1/20 /2018-PPD by Department of Expenditure (DoE), MoF dated on 2nd Nov 2021 as on Bid submission date . If the bidder is found to have been blacklisted by any authorities mentioned above at any stage of the tender or during supply, action shall be taken by BSNL as per tender terms and conditions.

Note- If the bidder company is formed with same or part management of another company which has been black-listed/ banned by Ministry of Communication or BSNL or debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) for the period covering bid submission date, then the credentials of this black-listed/ banned company shall not be considered to meet any of the eligibility criteria.

v) The Bidder must be Indian registered Companies under Companies Act 1956/2013

or an LLP

or a Firm registered under applicable Acts. (Partnership / Proprietorship).

vi) The Bidder must have a valid PAN & valid registration under GST Act, EPF and

ESI in India

vii) Micro and Small Enterprise (MSE) bidders should submit their valid Udyam Registration Certificate indicating URN (Udyam Registration Number) issued from MSME, in order to avail the benefits

available to MSEs as contained in Public Procurement Policy for MSEs. URN certificate should broadly cover the Equipment / services offered in Tender. The scope of area of the above MSE registered bidders must be of similar nature i.e. Telecom Services etc. MSE bidders claiming exemptions from Tender fee & EMD as per MSME guidelines.

(Note: Traders category are excluded from the purview of this EMD exemption)

viii) **Bidder who have backlisted/debarred/ terminated (due to non-performance in Haryana Telecom Circle) by BSNL in anywhere in India are not eligible for participation in the bid.**

Viv) EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy

SECTION II

BID FORM

NIT No : T-108/ AMC and Repair/Maintenance of SMPS Power Plant / FARIDABAD OA

To

The Chief General Manager Telecom BSNL, Ambala-133001

Dear Sir,

Having examined the conditions of contract and specifications including addenda/corrigendum No _____, if any, the receipt of which hereby duly acknowledged, we, undersigned, offer to do the e-Tender for "AMC for Repair and Maintenance of SMPS Power Plant in **FARIDABAD OA (Part of FARIDABAD BA)**" in conformity with said drawings, conditions of contract and specifications as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

1.1 Particulars of Payment of Price of Tender Document-

DD No.....Date.....Amount.....Bank:.....

1.2 Particulars of EMD deposited areas below-

DD No.....Date.....Amount.....Bank:.....

OR

2 Particulars of MSE/NSIC bidders

Validity: From.....To.....

Monetary Limit in Rs.....

Whether registered for the tendered work (Yes/No).....

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

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract. We agree to abide by this Bid for a period of 180 days from the date fixed for Qualifying Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

Bid submitted by us is in full compliance of the requirements of e-tendering.

Dated...../...../.....

Signature of bidder / Authorized signatory (Name.....
With date and company seal

**SECTION III
BIDDER'S PROFILE**

NIT No:

General:

- 1. Name of the bidder /firm_____
- 2. Name of the person submitting the tender and who possesses the Digital Signature Certificate (DSC).
 - (a) Shri/Smt_____
 - (b) Sole Proprietor/Partner/Director/Employee/Other.....
 - (c)DSC Issuing Agency.....

(In case of Proprietary / Partnership firms, the tender has to be digitally signed by Proprietor/Partner(s) only, as the case may be)

- 3. Address of the firm

.....

.....

- 4. Correspondence Address

.....

.....

- 5. Tel. No. (With STD code)(O)..... (R).....

Email id:.....

Mobile Number:.....

6. Registration & incorporation particulars of the firm (Tick as applicable):

(i) Proprietorship (ii)Partnership (iii) Private Limited (iv)Public Limited

7. Name of Proprietor/ Partners/Directors.....

8. Bidder's Bank Details:

a. Bank Account No.....b, Name of Bank.....

b. Name of Branch.....d. City.....

e. Branch Code (MICR No.).....f. IFSC Code of Branch.....

9. Permanent Income Tax Account Number (PAN),.....

Income Tax circle.....

10. GST registration Number.....

11. Whether Micro or Small Enterprises (MSEs)? (Yes/No):.....

If Yes,

Validity: from.....to.....

Monetary Limit in Rs.....

12. Turnover of the firm in last three Financial Years

FY 2022-23.....

FY 2023-24.....

FY 2024-25.....

Declared that the information furnished above is true and correct.

Signature of bidder / Authorized signatory (Name)

With date and company seal

SECTION-IV
TERMS AND CONDITIONS

1. ELIGIBILITY CONDITION:-

- i) The bidder should have Average Annual financial turnover of at least 30% of estimated cost during last three financial years that is financial year (2022-23,2023-24 and 2024-25). Audited annual reports along with CA certificate shall be submitted along with bid to establish above requirement.
- ii) The bidder should have experience of successful execution of contract of Repair and Maintenance of Power Plant in government department/ MTNL / BSNL / other PSU during last seven years (that is in FY 2019-20 to FY 2025-26) and in such a manner as indicated below
 - a) Should have successfully executed each contract, if executed three or more contracts for tendered work, costing not less than the amount equal to 40% of the estimated cost.
 - or
 - b) Should have successfully executed each contract, if executed two contracts for tendered work, costing not less than the amount equal to 50% of the estimated cost.
 - or
 - c) Should have successfully executed at least one contract costing not less than the amount equal to 80% of the estimated cost.

Note 1: Experience certificate should be issued by an officer not below the rank of STS level officer or equivalent.

Note 2: Only executed work will be counted for experience. Submission of P.O. or work order will not be counted as experience.

Note 3: Experience should clearly mention the amount/cost of successfully executed the similar work.

iii) Bidder shall submit a self-declaration that they are not blacklisted/debarred/Terminated (due to non-performance in Haryana Telecom Circle) with Ministry of Communication or BSNL/PSU/Govt Department/ Autonomous body in India or under debarment order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE), MoF dated on 2nd Nov 2021 as on Bid submission date. If the bidder is found to have been blacklisted/debarred/Terminated (due to non-performance in Haryana Telecom Circle) by any authorities mentioned above at any stage of the tender or during supply, action shall be taken by BSNL as per tender terms and conditions.

Note- If the bidder company is formed with same or part management of another company which has been black-listed/ banned by Ministry of Communication or BSNL or debarment order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) for the period covering bid submission date, then the credentials of this black-listed/ banned company shall not be considered to meet any of the eligibility criteria"

2. **RIGHT TO ACCEPT OR REJECT**

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

3. **SUBMISSION OF BIDS**

a) **Method of Preparation & Submission of Bids in e-Tendering System:**

Bid should be submitted in the following manner:

- Document to be Submitted Offline by Non MSE (Micro and Small Enterprise) Bidders:-

- Following documents should be submitted physically in a sealed envelope on or before the date & time of submission As Mentioned in Critical dates in Tender details on CPP Portal addressed to the AGM(MM) O/o CGMT BSNL, Room no. 303, 3rd Floor, 107-The Mall Ambala Cantt, Haryana-133001. The envelope must be superscribed as below-

"Bid security authorization Envelop"

**NIT No: T-108/ AMC and Repair/Maintenance of SMPS Power Plant /FARIDABAD
OA (Part of FARIDABAD BA)**

To
AGM (MM), O/o CGMT BSNL Haryana
Room No-303, 3rd Floor
107 The MALL Ambala Cant-133001 (HR)
Mob:9416010234

ROM:.....

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- (i) **EMD/Bid Security:** Online mode/DD/Bank Guarantee (BG) on account of Bid Security/EMD for the amount mentioned in the NIT issued by a scheduled bank drawn in favour Account Officer (Claim), O/o CGMT BSNL Ambala (HR), payable at Ambala (HR), BG valid for 210 days from date of opening of bids as per format attached

Note: -1 The bidders are required to submit EMD preferably through online payment mode as per the below mentioned Bank/Beneficiary Details.

Note:- 2 **MSE/NSIC bidders who want to claim the exemption for Cost of Tender Document /EMD/Bid security need to upload on Portal(CPPP/GEM) the self-attested copy of Latest and valid MSE/NSIC Certificate. (Trader's category are excluded from the purview of this EMD exemption)**

Note-3 On-line payment shall be in Beneficiary name **AO (Claim) BSNL, Account No. 0119 1132000917, IFSC Code PUNB0001400 Bank Name Punjab National Bank, Branch address 6148/6 Near Quality Hotel, Sadar Bazar, Ambala Cantt - 133001, MICR Code : 133024001**

Note:- Please note that the receipt of above documents before due date and time of the bid opening on e-tendering website is a pre-requisite.

b) Submission of Bids on-tendering website-

The bidder shall upload his bid in two separate folders marked as "Technical Bid" and "Financial Bid". The bid folders shall contain the documents as given below-

- i **Technical Bid folder-**The scanned documents in electronic form as per clause 5.2 of Section-V must be uploaded in this folder.
- ii **Financial Bid folder-** Scanned copy of the rates duly quoted in the prescribed format as given
- iii in Part-B, Section-I, Schedule for Quoting the Rates.

Document to be Submitted Online:- Details at Clause-5.2 of Section -V

Note: -The bids, which are not submitted as per above mentioned procedure will be summarily rejected.

4. BID OPENING

Document sought vide clause 3 of Section-IV to be submitted by the bidder in sealed envelope will be checked for its submission by the bidder before proceeding to open online bids.

The tender will be opened online as per the schedule given in NIT in the chamber of AGM (MM) O/o CGMT BSNL Ambala in the presence of bidders or their authorized representatives who wish to be present at their own cost. Authorization letter to this effect shall be submitted by the representative before they are allowed to participate in bid opening. If the tender opening day happens to be holiday, then same will be opened on next working day at the same time.

- a. Financial bid of the technically qualified bidders only will be opened.
- b. Bidder shall furnish the documents as per Technical Bid. Bid submitted without bid fee, EMD, experience certificate as per NIT treated as non responsive and such bid shall be rejected.
- c. Rates should be quoted as per the Section-I of Part-B (**FINANCIAL BID**). The format for

Financial Bid should not be changed in any manner. Addition / deletion / alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.

- d. The bidder is requested to examine all instructions, forms, terms and specification in the Bid documents. Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the Bid.
- e. At any time, prior to the date of submission of bid, BSNL may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
- f. In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the BSNL may, at its discretion, extend the deadline for the submission / opening of bids suitably
- g. The bidder shall bear all costs associated with the preparation and submission of the bid. BSNL in no case be responsible for these costs regardless of the conduct or outcome of the bidding process.

5. BID EVALUATION

(i) Bids shall be evaluated to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed and whether bids are generally in order.

(ii) If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, BSNL will determine the substantial responsiveness of bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by BSNL.

(iii) Evaluation of Financial Bids:

The financial evaluation and comparison of responsive bids shall be done on the percentage deviation (above / below / at par) offered and indicated in schedule of quoting rates of the bid documents. Bidder quoting the lowest rates will be L-1.

6. CLARIFICATION OF BIDS BY BSNL

i). To assist in the examination, evaluation and comparison of bids, BSNL may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

ii). If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However, BSNL at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be outrightly rejected without entertaining further correspondence in this regard.

7. AWARD OF CONTRACT

BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable. The work to be executed shall be awarded to eligible L-1 bidder. If there are two or more than two L1 bidders, then work shall be

distributed equally (as far as possible) among all L1 bidders. However, for any combination of eligible bidders not covered above, decision of CGMT, Ambala regarding distribution of work among such eligible bidders shall be final and binding.

In case L-1 refused to work 100% work, then the Performance security i.e. EMD may be forfeited or action may be taken as per Bid Security Declaration without assigning further reasons, CGMT BSNL Ambala reserves the right to debar the contractor for three years from participating in any tender process of BSNL Haryana.

The qualified bidders shall within 15 days of issue of LOI/APO give his acceptance along with performance security in conformity with **clause 18 of Section-IV**.

Successful bidder/bidders may be given another work in any other BAs of Haryana circle under the jurisdiction of CGMT Haryana, the work up to 100% of value may be awarded to L1 bidder with the same quoted rate.

8. RIGHT TO VARY QUANTITIES

The BSNL, at the time of award of work under the contract, reserves the right to decrease or increase the work up to 50% of the total quantum **or Value** of work specified in the schedule of requirement without any change in the rates or other terms and conditions, depending upon the actual requirement.

9. SIGNING OF AGREEMENT

- (i) On approval of tender by the competent authority, the bid Security deposited by the successful bidder shall be compulsorily converted into the performance security deposit, which will be held by the BSNL till the completion of warranty period.
- (ii) Before signing the agreement, the successful bidder shall be required to submit performance security as per clause 18 of Section-IV within 15 days of issue of letter of intent. Thereafter, the agreement with the successful bidder shall be signed by the BSNL.
- (iii) After Signing the agreement, bidder has to take handover the SMPS Power Plant within 15 days and to submit the report in Planning section of the concerned BA.
- (iv) In case, bidder fails to start the work within 30 days after the agreement. The agreement against said tender will be taken as cancelled without any notice and action will be taken as per Clause-20.**

10. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 8 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security / EMD (if applicable) or action may be taken as per Bid Security Declaration in the event of which BSNL may decide to award the work to any other bidder or call for new bids.

11. PERIOD OF VALIDITY OF BIDS

Bid shall remain valid for 180 days from date of opening of the bid (Qualifying Bid). A bid valid for a shorter period shall be rejected by BSNL as non-responsive.

12. BID PRICE

(i) The bidder **shall quote deviation (- or = or +) in numeric percentage (e.g. -x or at par or +x where x is numeric digit), from base price as per schedule of rates** (financial bid) Part B Section-I for all type of mentioned items. The base rates given in the price schedule are all inclusive total composite rates (inclusive of all levies and other charges). GST will be paid extra.

(ii) The rate quoted (deviation from base price) by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation or not in accordance with the price schedule (Financial bid) will be treated as non-responsive and shall be rejected.

13. BID SECURITY

(i) The bidder shall furnish, bid security (EMD) declaration as mentioned in Section-I of the NIT for AMC and Repair/Maintenance of power plant.

(ii) The bid security declaration is required to protect the BSNL against the risk of bidders' conduct, which would warrant the security's forfeiture.

(iii) The MSME/NSIC bidders who want to claim the exemption for Cost of Tender Document / EMD need to submit the self-attested copy of Latest and valid Certificate.

14. The bid security shall be forfeited at any stage of tender:

- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
- b) If the bidder does not accept the APO/ AWO and/ or does not submit PBG & sign the contract / agreement action will be taken in accordance of Appendix-1 of clause-26 Section IV, or
- c) The bidder/firm is found to have been already blacklisted/debarred/Terminated (due to non-performance in Haryana Telecom Circle) with Ministry of Communication or BSNL or under debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE), MoF dated on 2nd Nov 2021 as on Bid submission date
- d) To observe terms and conditions stipulated in the tender document including mandatory/statutory/legal requirements

15. TERMS OF PAYMENT

- (i) **The AMC amount of Power Plant is to be calculated on basis of actual no. of working modules in Power Plant on last day of proceeding month to be checked & verified by concerned JTO /SDE/DET In charge i.e AMC charges for the month of May will be calculated on the basis of no. of modules working in Power plant on 30th April & so on.**

(ii) **The payment of one-time repair/replacement charges/cost for faulty module s & Parts/ components of SMPS Power Plants will be made on actual basis, for number of modules & parts /components repaired as detailed in scope of work, on approved rates, subject to satisfactory working of repaired Modules & Parts/ components of SMPS Power Plant for at-least 7 days & same will be duly checked & verified by concerned JTO /SDE/DET In-charge.**

(iii) Payment will be done as per availability of funds of bills complete in all respect in r/o AMC & One Time Repaired Modules of 25A/50A/100A/200A and Parts/Components of SMPS Type Power Plants duly checked and verified by the DE /SDEs concerned.

(iii) All payments are subject to production of proper bills in duplicate on **Quarterly Basis** (duly verified by SDE & DET concerned) by the contractor after observing usual BSNL procedure. Payment will be made by **A.O. (Claim) BSNL O/o CGMT AMBALA** by NEFT/RTGS/A/c payee cheque only in the name of the contractor.

(iv) The certificates regarding AMC performance report and the photocopy of log book / register having information of fault booking and its rectification date / time will be sent by all site in-charge to concerned division in-charge in the 1st week of every month for verification of bills. The bills may be submitted by contractor within a week after completion of quarter along with following certificates by concerned site in-charge duly counter signed by concerned division in-charge: -

1) **Certified that AMC Amount is calculated as per working modules in Power Plants as per clause 15(i) & One-time repair charges/ cost as per clause 15(ii).**

2) Certified that the initial repair (one time repair of faulty equipment only) / Preventive & Corrective maintenance has been carried out as per contract agreement and that each power plant under AMC is working satisfactorily.

3) Certified that the component used to replace the faulty components for the repair of modules have been checked, verified, and found genuine and no safety / protection features in the module are bypassed. The module is working satisfactory after repair and no damage is caused by the contractor.

4) Certified that the replaced faulty components have been deposited with site in-charge by the contractor and same is accounted for in the store.

5) Certified that no recovery is to be made from contractor for any reason and if recovery is to be made site in-charge to indicate the details and its reasons.

(v) Any penalty due shall be recovered from the bills submitted by the contractor. The payment will be made as per BSNL norms. No interest shall be paid for any delayed payment. No advance payment will be made.

(vi) Facilitation charges will be levied for processing of Vendor Invoices (through VIPA Platform/ offline mode) as per BSNL HQ instructions

16. Deleted

17. DURATION/PERIOD OF CONTRACT

The rates accepted will normally be operative for a period of one year from the date of agreement. However, the CGM BSNL Ambala reserves the right to extend the contract for one year in suitable steps on the same rates with proportionate amount, terms & conditions which shall be binding on the contractor. This contract can also be further extended on mutual consent of both parties on the same rates, terms & conditions under special / administrative requirements.

18. PERFORMANCE SECURITY DEPOSIT

The performance security deposit under this contract shall be 5% of the value of the estimate

d work. This performance security deposit shall be secured in the following manner-

(i) The bidder, including NSIC registered MSE, shall be required to submit a Performance Security Deposit in the form of DD / Bank Guarantee as per the prescribed Pro-forma, of an amount equal to 5% of the value of awarded work, valid for a period of 24 months from a scheduled bank within 15 days of issue of the letter of acceptance and before signing of the agreement.

(ii) The proceeds of the performance security shall be payable to the BSNL as compensation for any loss resulting from the contractor's failure or otherwise any failure to perform the obligations under the contract.

(iii) The performance security deposit will be refunded to the contractors after a period of six months of completion of all obligations by the contractors under the terms of contract and on submission of a 'No Objection Certificate' by all in-charge subject to such deductions

from the security as may be necessary for making up of the BSNL claims against the contractor. Further, performance security deposit shall be refunded only after payment of final bills against the contract has been made.

(iv) No interest will be paid to the contractor on the security deposit.

19. NEAR-RELATIONSHIP CERTIFICATE

19.1 The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the BSNL units*

In case of bidder being proprietorship firm, this certificate will be given by the proprietor. For partnership firm, the certificate will be given by all the partners.

In case of bidder being Company/Limited company the certificate will be given by all the Directors of the company, **but excluding following:**

- a) Government of India/ Financial institution nominees and independent non-Official part time Directors, appointed by Govt. of India or the Governor of the state and
- b) Full time Directors of PSUs, both Central and State

Due to any breach of these conditions or incorrect declarations by the bidder [Company or firm or any other person], the tender /bid submitted will be cancelled and Bid Security will be forfeited at any stage, whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

***Unit**, shall be taken as following:

(a) In case of any near relative of the bidder being non-executive employees, the "BSNL unit" is defined as "Business Area (BA)".

(b) In case of any near relative of the bidder being executive (up to AGM/STS level), the "BSNL unit" is defined as "BSNL Circle".

(c) In case of any near relative of the bidder being higher executive (DGM/JAG or higher), "BSNL unit" is defined as "BSNL as a whole".

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

(a) Members of a Hindu undivided family.

(b) They are husband and wife.

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

19.3 The format of the certificate is given in Annexure-III of section VIII

20. TERMINATION OF THE CONTRACT

a. In case Service Provider fails to carry out any obligation under any of the terms & conditions of contract, BSNL may without prejudice to any other right / remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving two days (working) notice in writing to the contractor. In such case performance security deposits will also be forfeited and BSNL would be at liberty to procure services from other source at risk and cost of defaulting bidder.

b. In case any of the information / documents found false or misleading or any of the certificate (s) are found false at any stage, **BSNL reserve the right to terminate the contract and the bidder will be black listed for three years.** In such case performance security deposit will also be forfeited and BSNL would be at liberty to procure services from other source at risk and cost of defaulting bidder.

c. Notwithstanding anything contained herein, BSNL also reserves the right to terminate the contract at any time or stage during the period of contract, by giving two days notice in writing without assigning any reason and without incurring any financial liability whatsoever to the contractor.

d. All instructions, notices or any communication under the contract will be given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the Service Provider.

21. TERMINATION FOR INSOLVENCY

BSNL may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right to action or remedy as hirer.

22. INSURANCE

(i) The Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 or as per any such act enacted by State / Central Government from time to time shall be taken by the Service Provider. The Service Provider shall ensure necessary insurance cover for any persons deployed by him even for short duration.

(ii) BSNL shall not entertain and shall not be liable for any claim arising out of mishap, if any, that may take place. In the event of any liability / claim falling on BSNL on any account, the same shall be reimbursed / indemnified by the Service Provider.

23. SET OFF (RECOVERY OF SUM DUE)

(i) Any sum of money due and payable to the Service Provider (including security deposit refundable to him) under this contract may be appropriated by BSNL and set off the same against any claim of BSNL for payment of a sum of money arising out of this contract or under any other contract made by Service Provider with BSNL.

(ii) In the event of said security deposit being insufficient, the balance of total amount recoverable, as the case may be shall be deducted from any sum due to the Service Provider under this or any other contract with Bharat Sanchar Nigam Limited. Should this amount be insufficient to cover the said full amount recoverable, the Service Provider shall pay to

Bharat Sanchar Nigam Limited on demand the balance amount ,if any, due to Bharat Sanchar Nigam Limited within 30 days of the demand by BSNL.

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

- (iv) In the Event of any type of recovery against damage, loss and theft or any type of penalty as the case may be shall be deducted from any sum due to the Service Provider under this or any other contract with Bharat Sanchar Nigam Limited. Should this amount be insufficient to cover the said full amount recoverable, the Service Provider shall pay to Bharat Sanchar Nigam Limited on demand the balance amount ,if any, due to Bharat Sanchar Nigam Limited within 30 days of the demand by BSNL.

24. FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion ,sabotage ,fires ,floods ,explosions ,epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist ,and the decision of BSNL as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

25. ARBITRATION

I. ARBITRATION (Applicable in case of supply orders/Contracts with firms, other than Public Sector Enterprise) (Not applicable in cases valuing less than Rs. 5 lakhs)

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

- (1) A party wishing to commence arbitration proceeding shall revoke Arbitration Clause by giving 60 days' notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

- (2) The number of the arbitrators and the appointing authority will be as under:

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

(3) Neither party shall appoint its serving employee as arbitrator.

4. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise, he shall proceed de novo.

5. Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

6. Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is upto Rs. 5 crores.

[29B. Fast track procedure - (1) *Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section (3).*

(2) *The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.*

(3) *The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-*

- (a) *The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;*
- (b) *The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;*
- (c) *An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;*
- (d) *The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.*

(4) *The award under this section shall be made within a period of six months from the date the ar*

arbitral tribunal enters upon the reference.

(5) If the award is not made within the period specified in sub-section (4), the provisions of sub-sections (3) to (9) of Section 29 A shall apply to the proceedings.

(6) The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.]

7. The arbitral tribunal shall make and publish the award within time stipulated as under:

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)
Up to 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.

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

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

9. The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case may be).

10. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

II. 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 Department(s)/organizations(s) (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 dt. 22.5.2018.

III. APPLICABLE LAW AND JURISDICTION

(a) The supply order for Goods 'or' Services, including all matters connected with this supply order shall be 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.

(b) 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.

26. VERIFICATION OF DOCUMENTS AND CERTIFICATES

The bidder will ensure that all the documents and certificates, including experience/ performance

ce and self-certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder. If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false/ fabricated/ tempered/ manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action as per Clause-1 of **Appendix-1** of this section. The original documents/papers (as per bid submitted) will be required to be produced for verification before issue of PO.

Appendix-1

S. No	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 & condition of tender in respect of EMD/ PBG;</p> <p>b) Certificate for claiming exemption in respect of EMD;</p> <p>and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.</p>	<p>i) Rejection of tender bid of respective Vendor.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.</p>
	Note 1:- However, in this case the performance guarantee if alright will not be forfeited.	
	Note 2:- Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.	
1(b)	<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 tender:</p>	

	(i) <i>If detection of default is prior to award of APO</i>	<ul style="list-style-type: none"> i) Rejection of Bid & ii) Forfeiture of EMD. iii) Banning of business for up to three years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for up to three years from date of issue of banning order.
	(ii) <i>If detection of default after issue of APO but before receipt of PG/ SD (DD, BG, etc.)</i>	<ul style="list-style-type: none"> i) Cancellation of APO, ii) Rejection of Bid& iii) Forfeiture of EMD. iv) Banning of business for up to three years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for up to three years from date of issue of banning order.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(b) contd.	(iii) <i>If detection of default after receipt of PG/ SD (DD, BG etc.) .</i>	<ul style="list-style-type: none"> i) Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/SD. <p>However on realization of PG/ SD amount, EMD, if not already released shall be returned.</p> <p>Banning of business for up to three years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for up to three years from date of issue of banning order.</p>

	(iv) If <i>detection of default after issue of PO/ WO</i>	<p>i) Termination/ Short Closure of P O/WO and Cancellation of APO</p> <p>ii) Rejection of Bid &</p> <p>iii) iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.</p> <p>iv). Banning of business for up to three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for up to three years from 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.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	<p>If vendor or his representative uses violent/coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for or the following:</p> <p>a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/Contractors.</p> <p>b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.</p>	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
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: In case of L-1 bidder being an MSE and does not accept APO/AWO, the bidder will be business banned for 1 year which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 1 years from date of issue of banning order.

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.	<ul style="list-style-type: none"> i) Termination of PO/WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	<ul style="list-style-type: none"> i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
5.1	The supplied equipment does not perform satisfactorily in the field in accordance with the specifications mentioned in the PO/ WO/ Contract.	<ul style="list-style-type: none"> i) 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> <p>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>
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).	<ul style="list-style-type: none"> i) 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> <ul style="list-style-type: none"> ii) 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. <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and</p> <ul style="list-style-type: none"> iii) Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract	<ul style="list-style-type: none"> i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' clause 23 of Section IV or by any other legal tenable manner.

(a) For amount already paid by BSNL.	
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	(b) For Quantity in excess of that supplied by Vendor to BSNL.	ii) Banning of Business for 3years
	c) For unit rate and/ or amount higher than that approved by BSNL for that purchase.	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.	
	Note6:- This penalty will be imposed irrespective of the fact that payments disbursed by BSNL or not.	
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	i) Termination of PO/WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.
	a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	
	b) Disrupts/ Sabotages functioning of the BSNL network equipment's such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipment's but not limited to these elements and/ or any other TSP through BSNL.	iv) Legal action will be initiated by BSNL against the Vendor if required.
	c) Tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	
	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	
	e) Undertakes any action that affects/ endangers the security of India.	

8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	<ul style="list-style-type: none"> i) Termination/ Short Closure of the PO/WO. ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/material (or its part). v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/or material is acceptable with degraded performance, the purchaser may determine the
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		<p>price for degraded equipment (Financial penalty = Price - price determined for degraded equipment) himself and/ or through a committee.</p> <p>vi) Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
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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>	<p>i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). 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. v) Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
10	<p>If the vendor does not return/ refuses to return BSNL's dues:</p> <p>a) in spite of order of Arbitrator.</p>	<p>i) Take action to appoint Arbitrator to adjudicate the dispute.</p> <p>i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later. iii) Take legal recourse i.e. filing recovery suite in appropriate court.</p>
	<p>b) in spite of Court Orders.</p>	<p>i) Termination of contract, if any Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>
11	<p>If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course</p>	<p>Take Action as per the directions of CBI or concerned department.</p>

12	The following cases may also be considered for Banning of	i) Banning of business for 3 years which implies Barring further dealing with the vendor for
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	business:	procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.	
	(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	
	(c) If the vendor/ supplier fails to submit required documents/ information, where required.	
	(d) 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 provisions of this tender.		
Note 8:- In case of clash between these guidelines & provision of this tender, the provision in this tender 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.		

27. RESOLUTION OF DISPUTES

27.1 Disputes and Excepted Matters

- **27.1.1** All disputes and differences between the parties hereto, as to the construction or operation of t

his contract, or the respective rights and liabilities of the parties on any matter in question; or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, that cannot be resolved amicably between the **Contractor and Purchaser/BSNL**, shall be hereinafter called the "Dispute". The aggrieved party shall give a '**Notice of Dispute**' specifying all points of Dispute/ issue, the amount of any quantified claims citing relevant Contractual clause, and, to the extent possible, an estimate of the monetary value of all other claims, along with supporting document(s) to the other party, and requesting for invoking the following dispute resolution mechanisms.

- **27.1.2** After receipt of a '**Notice of Dispute**', as above, the parties shall in good faith, make all reasonable efforts, to arrive at a mutually acceptable resolution to the disputes raised in the "**Notice of Dispute**" in formal meetings(s) between authorized representatives of the parties.
- **27.1.3** Parties agree that any effort by either party for arriving at the mutually acceptable resolution of the disputes is to be kept confidential by both Parties. Parties also agree to not rely upon any views expressed, admissions or suggestions made, or willingness to enter into a settlement by either party as evidence in any forum/arbitration/court proceeding.
- **27.1.4** Parties agree that neither party shall be entitled to any claim or compensation for any consequential, indirect or special losses/damages, including loss of profit, loss of production, loss of use, loss of goodwill, loss of reputation, remote damages, loss of business opportunities, loss of employment opportunities, loss of interest including any pre-reference or pendent-lite interest, idling costs of men and machinery, prolongation costs etc., on account of any dispute/ claim raised under the contract. Parties agree that claim for any such amount shall not be considered and shall be void.
- **27.1.5** In case the parties fail to amicably resolve the disputes between them within 60 days of receipt of "**Notice of Dispute**" sent under clause 25.1.1 above, the following provisions, as mentioned below, shall follow:

The Dispute shall be resolved without recourse to courts through dispute resolution mechanisms detailed subsequently, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein.

1. **Adjudication**
2. **Mediation**
3. **Litigation**

27.2 Excepted Matters

Matters for which specific provision has been made in any clause of the Contract, and where the decision of BSNL has been stated to be final and binding, shall be deemed as Excepted Matters and shall not be subject to adjudication, mediation, or arbitration. These shall include, but shall not be limited to, the following:

- 1) Any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.
- 2) Issues related to the pre-award tender process or conditions.
- 3) Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the signing of the contract by the contractor.
- 4) Any claim, difference or dispute relating to, connected with or arising:
 - i. out of BSNL's decision to initiate proceeding for suspension or banning, or decision to suspend or to ban business dealings with the Bidder / Contractor;
 - ii. Any claim, difference or dispute relating to, connecting with or arising out of BSNL's decision under the provisions of Integrity Pact executed between BSNL and the Bidder / Contractor.
 - iii. Any dispute pertaining to insolvency and bankruptcy, property laws.
- 5) Provisions incorporated in the contract, which are beyond the purview of BSNL or are in pursuance of policies of Government, including but not limited to:
 - i. Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of Make in India policy of the Government.
 - ii. Provisions regarding restrictions on Entities from Countries having land-borders with India

n terms of the Government's policies in this regard.

iii. Purchase preference policies regarding MSEs and Start-ups.

27.3 Adjudication

After exhausting efforts to resolve the Dispute with the Purchaser/BSNL executing the contract on behalf of the Procuring Entity, the contractor shall give a '**Notice of Adjudication**' specifying the matters which are in question, or subject of the dispute or differences indicating the relevant contractual clause, as also the amount of claim item-wise to CMD BSNL or CGM of the BSNL circle as the case may be, or any other authority mentioned in the contract (hereinafter called the "Adjudicator") for invoking resolution of the dispute through Adjudication. During his adjudication, the Adjudicator shall give adequate opportunity to the contractor to present his case. Within 60 days after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation or arbitral or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings. If not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the abovementioned time-frame, the contractor/ purchaser may proceed to invoke the process of Mediation as follows.

27.4 Mediation of disputes

- 1) For cases with dispute amount more than **10 Crores**, Mediation shall be conducted through the mediation scheme framed by the Department of Telecommunications, Government of India vide OM No. 1-1/4/2024-Law (1) dated 22.11.2024, comprising, where considered appropriate, a retired judge, a retired senior officer, and/or a technical expert ("Mediation Scheme").
- 2) For cases with dispute amount less than **10 Crores**, the mediation process will be adopted as per institutional mediation provisions defined under the Mediation Act, 2023.
- 3) The cost of the mediation shall be shared equally by the parties unless otherwise agreed.
- 4) If the parties reach an agreement on a dispute settlement, they shall draw up a written settlement agreement duly signed by the parties and Mediator. When the parties sign the settlement agreement, it shall be final and binding on the parties. The dispute shall be treated as resolved on the date of such agreement.
- 5) The parties shall not initiate, during the mediation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the mediation proceedings.
- 6) **Termination of Mediation:** Disputes shall remain alive if the mediation is terminated as follows:
 - (a) By written declaration of the mediator, after consultation with the parties, to the effect that further efforts at mediation are no longer justified, on the date of such declaration; or
 - (b) By a written declaration of any party to the mediator, **before the signing of settlement agreement by both sides**, to the effect that the mediation proceedings are terminated, on the date of such declaration; or
 - (c) If the parties fail to reach an agreement on a settlement of the dispute, within stipulated time from the appointment of mediator.

On termination of Mediation, if the dispute is still alive, the aggrieved party shall be free to invoke litigation.

27.5 Dispute Settlement in case of disputes between two Central Public Sector Enterprises or with any government body, the following shall apply;

In case of any dispute between BSNL and another Central Public Sector Enterprise (CPSE), or between BSNL and a Government Department/Organization (excluding disputes involving Railways, Income Tax, or Customs & Excise), the dispute shall be referred for resolution through the Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) in accordance with DPE OM No. 05/0003/2019-FTS-10937 dated 14.12.2022. The decision of AMRCD shall be final and binding on both parties, and no arbitration or court proceedings shall be initiated until the said mechanism is exhausted.

SECTION-V

HELPDESK:

BSNL Contact:	
BSNL's Contact Person	Sh. Tarun Khetarpal AGM(MM) O/o CGMT, Ambala
Telephone	0171-2603822; Mobile- 9416010234, 9416805171 [between 10:00 hrs to 17:30 hrs on working days]
E-mail ID	teammhar@gmail.com

1. METHOD FOR SUBMISSION OF BID DOCUMENTS

In this tender the bidder has to participate in e-tender online. Some documents are to be submitted physically offline.

5.1. OFF LINE SUBMISSION

The bidder shall submit the following documents offline in Physical form to **AGM (MM) O/o CGMT, BSNL Ambala-133001(HR)** on or before the date & time of submission of bids specified in NIT, in a Sealed Envelope. The envelope shall bear (the tender name), the tender number and the words 'DO NOT OPEN BEFORE '(due date & time).

- i. **EMD/Bid Security:** Online mode/DD/Bank Guarantee (BG) on account of Bid Security /EMD for the amount mentioned in the NIT issued by a scheduled bank drawn in favour Account Officer (Claim), O/o CGMT BSNL Ambala (HR), payable at Ambala (HR), BG valid for 210 days from date of opening of bids as per format attached. MSE bidders who want to claim the exemption **for Cost of Tender Document** need to Upload on portal (CPPP/GEM) the self-attested copy of Latest and valid UDYAM Certificate/NSIC Certificate

Note: Traders category are excluded from the purview of this EMD exemption

5.2 ONLINE SUBMISSION:-

List of Documents to be uploaded in the 'Technical Bid Folder' on e-tendering portal

Sr.	Contents of Techno-Commercial Bid	Document Name provided on CPP Portal & submitted /Not submitted	If Not Applicable, reason in brief
1	Bid Form: Scanned copy of the duly filled, signed, and stamped Bid Form, Section-II of the tender document	Doc1	
2	Tenderer's Profile: Scanned copy of the duly filled, signed, and stamped Tenderer's Profile, Section-III of the tender document	Doc2	

3	Bid Security Declaration (From MSE bidders) : Signed and stamped 'Bid Security Declaration' (as per Annexure-IX) in place of EMD accepting that if they withdraw or modify their bids during the bid validity period then they will be suspended /debarred /banned for a period of 03 years.	Doc3	
4	Bid Security/EMD: Bid Security in the form of Online transaction/EMD/DD valid up to 210 days from the date of tender opening. (as per clause-13 of Section-IV) Or MSE/NSIC bidders who want to claim the exemption need to Upload the self-attested copy of Latest and valid MSE Certificate	Doc4	
5	Experience certificate issued by the competent authority as per NIT (Note: PO/Work order will not be considered as experience Certificate)	Doc5	
6	PAN Card of the firm/proprietor	Doc6	
7	Scanned copy of the EPF Registration Certificate	Doc7	
8	Self-attested copy of ESI registration certificate (wherever ESI is applicable)	Doc8	
9	GSTN: Valid GST Registration Certificate in name of the Firm/Proprietor (GSTN).	Doc9	
10	Turn Over : Scanned Copy of Turn Over Certificate of last three years issued by Chartered Accountant or Duly audited Profit and Loss Statements for Last three years as per NIT.	Doc10	
11	The registration of the firm, Attested copy of Articles of Association duly registered with Registrar of Company affairs, in case of Limited/Pvt. Limited Company. Or Bidder must submit latest Certificate of Incorporation in case of Company registered under Indian Companies Act,1956 or 2013.	Doc 11	

12	Affidavit of sole proprietor of the firm , in case Proprietor firm (as per Annexure-V) issued by the notary public on-judiciary stamp paper	Doc12	
13	Partnership deed: authenticated copy of partnership deed in cases of partnership firm. or	Doc13	
14	Power of Attorney/ Resolution of Board of Directors , (in case any person (authorized representative) other than Owner/Partners of firm/Directors of Company has signed the tender document)	Doc14	
15	Near relative: Certificate from all the Directors/Partners of the firms/ Sole Proprietors stating that none of his/her/their near relative working in BSNL as per Annexure-3.	Doc15	
16	TENDER Terms & Conditions Acceptance along with UNDERTAKING on Company's Letter Head as per Annexure-IV	Doc16	
17	Copy of list of all Directors of the Company (in case limited Firm)	Doc17	
18	Reg Land border sharing : Declaration w.r.t. Rule 144 (xi) to GFR 2017 on Company's letter head Annexure-VII. (Undertaking Regarding country which shares a land border with India and on sub-contracting to contractors from such countries.)	Doc-18	
19	A self-declaration by bidder that the bidder is not blacklisted/debarred/ Terminated (due to non-performance in Haryana Telecom Circle) by BSNL/DOT/Govt /PSU/State Govt/GST or NSIC /MSME authorities, as on date of bidding as per Annexure-VIII	Doc19	
20	Authorized Signatory Details (Name: ____, Designation ____, Email: ____, Mobile no. ____, Specimen Signature ____.)	Doc20	
21	Any other supporting documents asks for in bid document	Doc21	

	Contents of Financial Bid		
1	Price Schedule as per financial bid Part-B (Section-I).		

Scanning Note- Scanned document corresponding to any item must be in a single PDF file. This single PDF file may contain one or more than one pages, as the case may be. The File Name of any Document must be made as below-

File Name= Document XY is the two digit Serial No. of the Document in the above Table.

For example, No Near Relative Certificate is having the Serial Number as 13, hence the file name of its scanned document will be - Document_13. And depending upon the firm, this file Document_13 may contain 1 or more than 1 page(s).

Note:

- (i) If any document is not applicable for the bidder then he has to upload scanned copy of paper mentioning „The document <name> called vide Clause ____ Sub Clause ____ of Section is not applicable on us.
- (ii) If document asked for contains more than one page then all those pages to be uploaded in one PDF file.

6. Price Schedule /Schedule of Quoting Rates

Utmost care may kindly be taken to upload price schedule. Any change in the format of Price Schedule shall render it unfit for bidding. Following steps may be followed-

1. Download Price Schedule format
2. Fill rates in down loaded Price Schedule
3. Save filled copy of downloaded price schedule file in your computer and remember its name & location for uploading correct file when required.

Alternatively, the bidder can take the print out of the Part-B, Financial Bid, Section-I, duly fill it, sign and stamp it with the company’s seal and then scan and upload it on the e-tendering portal in the Financial Bid envelope.

**SECTION-VI
(SCOPE OF WORK)**

1. Comprehensive AMC/ repair & maintenance of SMPS Power Plants of all Make and Capacity of **25/50/100/200 Amp in FARIDABAD OA (Part of FARIDABAD BA)** including repair & maintenance of other parts/items for proper uninterrupted working of Power Plant during the AMC period.
2. The contractor shall be fully responsible for fault free working of the power plant to the satisfaction of the BSNL authorities to ensure proper & uninterrupted working of Power Plant during the period of contract.
3. **SCHEDULE OF QUANTITY & AMC ESTIMATED COST :**

Estimated Cost for SMPS Power Plants AMC & One Time Repair of PP Modules / LVD/ Control Panel /Display /AC Contractor 25/50/100/200 Amp (All Makes)

4. Power Plant Make/Capacity Wise Detailed Summary:

Capacity of Power Plant	Total Power Plant	Total Module	Working Modules	Faulty Modules	RNP Modules
25 A	46	183	95	78	10
50 A	5	19	12	7	0
100 A	15	57	19	37	1
200 A	2	6	2	4	0
TOTAL	68	265	128	126	11

	TOTAL	WORKING	FAULTY
LVD	68	55	13
DISPLAY /CONTROLLER	68	29	39

5. SCHEDULE OF QUANTITY & AMC ESTIMATED COST :

A) SMPS Power Plants for AMC

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S No	Item	Approximate Qty of Power Plants	Base Rates (in Rs.) Per complete Power Plant per Month excluding GST for AMC	Monthly Charges	Annual Charges
		(Q)	(R)	$S=(Q) \times (R)$	$T=S*12$
1	AMC for 4 x 200A SMP S Power Plant with Module, All Makes	1	800	800	9600
2	AMC for 2 x 200A SMP S Power Plant with Module, All Makes	1	400	400	4800
3	AMC for 2 x 100A SMP S Power Plant with Module, All Makes	2	300	600	7200
4	AMC for 3 x 100A SMP S Power Plant with Module, All Makes	2	450	900	10800
5	AMC for 4 x 100A SMP S Power Plant with Module, All Makes	9	600	5400	64800
6	AMC for 5 x 100A SMP S Power Plant with Module, All Makes	1	750	750	9000
7	AMC for 6 x 100A SMP S Power Plant with Module, All Makes	1	900	900	10800
8	AMC for 3 x 50A SMPS Power Plant with Module, All Makes	2	375	750	9000
9	AMC for 4 x 50A SMPS Power Plant with Module, All Makes	2	500	1000	12000
10	AMC for 5 x 50A SMPS Power Plant with Module, All Makes	1	625	625	7500
11	AMC for 2 x 25A SMPS Power Plant with Module, All Makes	3	200	600	7200

12	AMC for 3 x 25A SMPS Power Plant with Module, All Makes	1	300	300	3600
13	AMC for 4 x 25A SMPS Power Plant with Module, All Makes	40	400	16000	192000
14	AMC for 6 x 25A SMPS Power Plant with Module, All Makes	1	600	600	7200
15	AMC for 8 x 25A SMPS Power Plant with Module, All Makes	1	800	800	9600
	Total Power Plants	68			
	(A) Total Cost of AMC (in Rs.)			30425	365100

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****AMC Rates will be applicable @ 25 Amp = Rs. 100 per module /month including Cabinet.**

@ 50 Amp = Rs. 125 per module /month including Cabinet.

@ 100 Amp= Rs. 150 per module /month including Cabinet.

@ 200 Amp= Rs. 200 per module /month including Cabinet.

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ANNUAL CHARGES OF RNP MODULES				
MODULE CAPACITY	RNP MODULES	Per Module Monthly AMC Charges	Total Monthly Charges	Annual Charges
25 A	10	100	1000	12000
50 A	0	125	0	0

100 A	1	150	150	1800
200 A	0	200	0	0
Total	11		1150	13800

B) ****Total Estimated Cost (Rs.) after deduction of Annual AMC Charges of RNP Modules = 365
100 - 13800 = 351300**

C) **One Time Repair of Faulty Modules/LVD/Display Panel/Contractor Switches:-**

Sr.	Name of Item	Base Rates in Rs. (in figure) per Unit/Item	Estimated Units (in No.)	Estimated Cost (in Rs.) without GST
1	200 Amp SMPS Power Plant Modules (All makes)	3000	4	12000
2	100 Amp SMPS Power Plant Modules (All makes)	2500	37	92500
3	50 Amp SMPS Power Plant Modules (All makes)	1200	7	8400
4	25 Amp SMPS Power Plant Modules (All makes)	1000	78	78000
5	LVD (NEW)	5000	13	65000
6	Control Panel & Display (All makes- New)	6800	39	265200
7	AC Contactor 50A L&T or equivalent (New)	2500	1	2500
8	AC Contactor 100A L&T or equivalent (New)	5500	1	5500
9	AC Contactor 200A L&T or equivalent (New)	8000	1	8000

Grand Total		537100
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Total Estimated Cost (AMC Charges + One Time Repair Charges (Rs.) without GST = 351300 + 537100 = 888400

****RNP Modules are not considered for Repair.**

SECTION-VII

Special Terms and Conditions

1. The accepted tender will be operative for all Urban & Rural Exchanges/BTSs under the jurisdiction of DE (E)/(W)/(N)/(S))/ DE(Internal)/DE(Rural) of FARIDABAD OA (Part of FARIDABAD BA) . However, CGM BSNL AMBALA reserves the right to give work of other areas also for execution.
2. All types/makes of Modules **25A/50A/100A/200 A** of SMPS Power Plants shall be covered under the contract for repairs.
3. Only faulty serviceable Modules will be offered for repairs. The unserviceable Modules or broken Modules or Modules with missing of major components shall not be covered.
4. **Contractor will not declare more than 5% modules as irreparable, out of the modules taken over for repairs, otherwise Penalty @Rs.2000/- Per Module declared as irreparable, beyond permissible limit of 5%, will be recovered from contractor's bill/security or Contractor shall replace the Module Free of Cost.**
5. The Modules shall be repaired by the contractor either at BSNL premises or at its own Repair Center with proper receipt to In charge of Power Plant. Entries shall be made in the LOG BOOK maintained at Power Room.
6. Modules will be given under proper receipt from competent field officer not below the rank of JTO/SDE.
7. The concerned SDEs will maintain register/history sheet showing module no., date of fault, date of repair, date of warranty etc. Necessary certificate will be given while forwarding the bills to planning section.
8. After repairs, the contractor shall handover the Repaired Modules to In charge of Power Plant under proper receipt. The In-charge Power Plant shall further make necessary entries in the stock registers for the repaired SMPS Modules received from the contractor.
9. The Faulty Modules of 25A/50A/100A/200A SMPS Type Power Plants after one time repair, in working condition, will be covered under AMC w.e.f. date of testing by concerned JTO/SDO as per approved AMC Rates till expiry of AMC Contract.
10. The contractor will be responsible for any loss/damage caused to the modules during the period of his custody and cost of loss/damage will be recovered from the contractor's bills. Decision of CGM BSNL Ambala shall be final and acceptable to the contractor.

11. The power plants (including all items) installed in FARIDABAD OA (Part of FARIDABAD BA) and which are under warranty period will also be covered under this AMC after the expiry of its warranty period. AMC charges of such power plants will be paid on proportionate basis after expiry of their warranty period.
12. The rates quoted should be inclusive of all taxes, cost of spare parts, labour, transport charges etc. No extra payment will be made except GST, which will be paid extra at the prevalent rates.
13. The contractor shall depute trained staff fully conversant with the repairs of MODULES OF 25A/50A/100A/200A OF SMPS TYPE POWER PLANTS. Frequent change of service personnel shall be avoided.
14. No transportation of handling charges etc. shall be given to the contractor separately.
15. The details of missing components will be intimated in writing by the contractor at the time of taking over the modules for repairs. Acknowledgement may also be taken from the authority making over the modules.
16. The repairs include the cost of the spare/spares to be replaced and the labour charges. The original spares of the 'Make of the Modules' are to be used by the contractor.
17. The Contractor shall keep sufficient stock of spares of standard manufacturer and repair of SMPS Power Plant Modules with new spares of standard make. Use of spares recovered from repairable/irreparable Modules of BSNL is strictly prohibited. A certificate to this effect shall be given by the contractor on the claims.
18. Acts of Secrecy: All data is to be maintained as confidential and not to be disclosed or made available to anyone in any form by the bidder to any other without the written permission of GM BSNL BA Ambala.
19. The bidder must have a service center at FARIDABAD OA (Part of FARIDABAD BA) with a Telephone/SMS/Whatsapp facility over which the faults can be booked by BSNL at the time of booking of the fault, a docket number shall be provided by the bidder. The service center shall run round the clock.
20. The repair of Power plant SMPS modules, which are possible at site, shall be done at site only. If the modules are required to be repaired at contractor's premises/ workshop then the full and fro Transportation charges shall be borne by the bidder. The modules will be taken to bidder's premises after due permission of the SDE (In charge).
21. The bidder shall keep adequate storage of spare parts and delay on account of non availability of these items will not be accepted.
22. The defective components replaced during the contract period shall be of standard make, good quality and guaranteed for proper functioning. The sub-standard components shall not be acceptable.
23. The bidder shall undertake the AMC of Power Plants on "as is where is" basis. They can inspect the power plant and their modules on any working day by taking prior permission of the SDE (concerned.)
24. All bidders shall be responsible for maintenance of complete power plants as per inventory made over vide point No. 22 including repair/replacement of modules and other components like **SMPS Display, SMPS LVD, SMPS Contactor, SMPS control card, SMPS Surge arrester, SMPS Fan, SMPS VMR, SMPS Fuse, SMPS back plane, SMPS Slots, SMPS TDR, SMPS MCBs etc.**
25. The Control Panel includes **SMPS Display, SMPS LVD, SMPS Contactor, SMPS Control Card, SMPS Surge Arrester/LSP, SMPS Fan, SMPS VMR, SMPS Fuse, SMPS Back Plane, SMPS Slots, SMPS TDR, SMPS MCBs etc.**
26. **Penalty:** - Since the proper functioning of power plant is essential for the smooth running of exchanges/BTS sites, the total failure of power plant services at any time is not envisaged. The bidder must take adequate steps to ensure this at all times. This should be taken as the essence of the contract.
 - i) All bidders should keep at least 10% (ten percent) of the total modules of different capacity each as imperest stock at the service center for prompt service in case of any emergency.
 - ii) All bidders shall ensure that the maximum downtime of complete power plant services should not be more than 8 hrs. (Eight hour) in any case and under any circumstances from reporting time to repair times. A penalty of Rs. 1000/- per hour per Power plant maximum up to 25000

/- shall be charged beyond the time mentioned above.

iii) Frequent faults of same nature in the same power plant module will be considered inefficient attendance by the bidder and If repeated faults of same nature in the same module are noticed frequently, the contract is liable to be terminated and performance security shall stand forfeited.

iv) The faulty modules/Parts of Power plants having major faults should be repaired and delivered at the site within 3 (three) days of the date and time of booking the faults. The intimation on phone at the bidder's service center shall be treated as booking of the fault, A penalty of Rs. 500/- per day per module shall be charged beyond the time mentioned above. Besides, no AMC charges shall be paid for the period of default.

v) However, in particular case (s) if the CGM BSNL is satisfied based on the facts and circumstances of the case (s) and also based upon any written representation that the bidder may make in this regard that the delay in rectification of fault in the module was due to reasons beyond the control of the bidder's the CGM BSNL reserves the right to waive off the penalty or mitigate it.

vi). Any delay in submission bills or any short of document required with the bills will be the responsibility of vendor and such type of delay will be counted on the part of the vendor/supplier .

vii). Any loss due to delay submission of bills or any short of document required with the bills will be recovered from vendor/supplier.

27. Within 15 days after signing the agreement Contractor will make the take-over report from BSNL signed by concerned DE In charge of all the Power Plant and will submit that report in BA Planning Section.

28. At the time of expiry of the contract, the bidder will make-over all the Power Plants in same perfect working condition as he received at the time of take-over from BSNL, including faulty modules & other items handed over for one time repair. The contractor will submit the certificate for same signed by concerned SDO & DET in BA Planning Section.

COMPLIANCE WITH LAWS AND REGULATION:

(i) During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any all applicable by-laws rules, regulations and order and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or BSNL, municipal board, other regulatory or authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law, by-laws, rules, regulations, orders and / or provisions. The contractor shall assume full responsibility for the payment of all contributions towards pay and any other dues to its employed, servants or agents engaged in the performance of the work specified in the contractor documents. If the contractor shall require any assignee or sub-contractor to share any portion of the work to be performed here under may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by-laws, rules, regulations, laws and any other order and provisions as aforesaid.

(ii) The successful bidder has to submit the attested copy of the Electric Safety License issued by Electrical department of the State Government, before signing the agreement, if the bidder fails to submit the Electric safety License within 15 days of issue of letter of intent, BSNL reserves the right to cancel the bid and forfeit the security.

(iii) The contractor shall get himself registered with appropriate authority for GST / EPF /ESI or any other such authority required to execute tendered work within 15 days from the date o

f approval of the tender. The contractor shall follow the EPF Act 1952 Rules and shall submit details of employee engaged, wages paid, EPF contribution made etc. every time while claiming the bills.

PART-B
SECTION-I
SCHEDULE OF QUOTING THE RATES

To

The Chief General Manager BSNL
Ambala-133001

Sub: E-Tender for AMC and Repair/ Maintenance of SMPS Power Plant in FARIDABAD OA (Part of FARIDABAD BA).

Ref: NIT No: T-108/ AMC and Repair/Maintenance of SMPS Power Plant /FARIDABAD OA (Part of FARIDABAD BA)

Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein, specifications of work etc. the under signed offer to execute the **work of Annual Maintenance Contract & One Time Repair of 25/50/100/200 AMP Modules & other items/parts of SMPS Power Plants for FARIDABAD OA (Part of FARIDABAD BA)** in conformity with the said terms and conditions of contract **at the percentage (below / at par / above) quoted on base rates** & it will be applicable for both jobs i.e. AMC & Onetime repair of faulty Modules/ other parts of SMPS Power Plants as under:

BELOW

In figures.....%

In words..... percentage

OR

AT PAR
(ON BASE RATES)

In figure.....%

In words..... percentage

OR

ABOVE

In figures %

In words _____percentage

- **Rates quoted are inclusive of all taxes, levies and transportation charges.**
- **The GST shall be paid extra, if applicable.**
- **Bidder has to opt/ choose only one option from above options & fill his deviation rate w.r.t base rate for opted option only (in figures & words).**

If our bid is accepted, we shall submit the securities as per the conditions mentioned in the contract. We agree to abide by this bid for a period of 180 days from the date of opening of Technical Bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Dated.....

Signature of bidder / Authorized signatory (Name.....)
With date and company seal

Note: All Annexures are in PDF file attached in Buyer Added Bid Specific ATC document.

3. 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---
