

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	19-08-2026 19:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	19-08-2026 19:30:00
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	Eastern Telecom Region Kolkata
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :nkmeena@bsnl.co.in Buyer Email id: sanjay67.bsnl@nic.in
वस्तु श्रेणी /Item Category	Cluster Outsourcing for Maintenance of Landline and Broadband network - OFC Network - As per bid; As per Bid
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)	60 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *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	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	5719660.13
Payment Timelines	Payments shall be made to the Seller within 15 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
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	90627

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).

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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कैटेगरी 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.

(c). ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

DGM, CNTxE, Ranchi

Eastern Telecom Region Kolkata, Department of Telecommunications (DOT), Bharat Sanchar Nigam Limited Portal(BSNL), Ministry of Communications (Sanjay Bhattacharya)

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/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. 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.

2. 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.

3. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer 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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

4. 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.

5. 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.

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

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

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Number of years of experience as on date of which at least XX years should be in provisioning new connection or maintenance of underground telecom works related to provisioning new connection or maintenance to any Telecom Service Providers government departments, PSUs, private companies and centrally funded institutions:3

The Bidder must have successfully executed at least XX projects of any value in past 3 years of providing similar services to Central/State Government, PSUs or any other government organizations:1

Cluster Outsourcing For Maintenance Of Landline And Broadband Network - OFC Network - As Per Bid; As Per Bid (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Maintenance work for network	As per bid
Category of work	As per Bid
एडऑन /Addon(s)	
Laying Down of New Cable(In case of damage of existing optical fibre)	NA
अतिरिक्त विवरण /Additional Details	
Name of Cluster	CNTxE Ranchi SR

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	संसाधनों की मात्रा / Number of Clusters	अतिरिक्त आवश्यकता /Additional Requirement
1	Vikash Verma	834001,Office of DGM Maintenance, ETR, Third Floor, Microwave Building, Telephone Exchange Campus, Lake Road, Ranchi	1	Approximate kms for maintenance of Optical Fibre during contract period : 3000

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

1. Generic

OPTION CLAUSE 25% : 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, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

3. **Payment**

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

4. **Buyer Added Bid Specific Scope Of Work(SOW)**

File Attachment [Click here to view the file.](#)

5. **Buyer Added Bid Specific ATC**

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

6. **Buyer Added Bid Specific SLA**

File Attachment [Click here to view the file.](#)

7. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

8. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

AO (CASH), BSNL, O/o DGM(M), ETR, RANCHI
payable at
Ranchi

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

9. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

AO (CASH), BSNL, O/o DGM(M), ETR, RANCHI
Account No.
300801010521162
IFSC Code
UBIN0530085
Bank Name
UNION BANK OF INDIA
Branch address
HOME SELECT, NEAR HOTEL SURYA, KUTCHERY CHOWK, RANCHI

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

10. **Buyer Added Bid Specific ATC**

A. Description of Services

Sl. No.	Service Type	Service Description	Service Specifications
1	Transmission Station Maintenance	a) Running of Engine Alternator in case of power failure and operation of change-over switch b) Regular health check-up of Battery sets c) In case of problem in Battery and alarm in Power Plant, immediate intimation to be given to the concerned officer of BSNL. d) All kinds of physical support to rectify fault in Battery and Power Plant e) Cleaning and dusting of Battery and Power Plant room f) Assisting duty officers in various technical activities such as laying of Pigtails, Patch Cords, PCM Cables, etc. in Transmission room g) Keeping the Transmission Room and Equipment clean. h) Running of AC units i) Labelling of Equipment, Pigtails, Patch Cords, various Switches with proper stickers j) Supply of drinking water k) Cleaning of Office rooms l) Protection of Equipment room and Transmission compound from any trespasser/intruder m) Assisting duty officer in Route restoration work as and when required n) Other associated works	8 hours/16 hours/ 24 hours service as per the details

B. Specifications & Station Details

STATION NAME	SERVICE DESCRIPTION	TYPE OF SERVICES REQD. B1=24 Hrs service B2=16 Hrs service B3= 8 Hrs service	ESTIMATED MONTHLY COST (Rs.)
A	B	C	D
Dumka	As per Clause- A/ 1 under Section-II I	B3	20196.54
Ranibahal		B1	60589.62
Katrasal		B1	60589.62
Baharagora		B1	60589.62
Jhumritiliya		B2	40393.08
Giridih		B2	40393.08
Simdega		B2	40393.08
Kolebira		B2	40393.08
Daltonganj		2XB3	40393.08

Note-1: The successful bidder shall ensure supervision of the work on a daily basis. The contact number of the person deputed for supervision shall be intimated to the designated officer of CN TX-E Circle, BSNL.

Note-2: BSNL reserves the right to bar any worker, employed by the contractor, from carrying out the works, if there is doubt about his / her integrity, conduct and character. The decision of BSNL in this regard shall be final and binding on the contractor.

11. Buyer Added Bid Specific SLA

Text Clause(s)

SECTION-VI

PAYMENT TERMS

1.
 - a) Invoices may be submitted on monthly basis on completion of the work as per the agreement. The Contractor has to pay all the Government statutory dues in time as per the existing rules.
 - a) The Contractor has to submit the Payment receipt of EPF/ESI for the last month.
 - b) The Contractor has to get himself registered on VIPA platform. For registration, the Contractor has to submit his approved e-mail IDs (maximum 3) and one mobile No. of the contact person on the firm's letterhead duly signed by the authorised signatory. The mail for registration along with the authorization letter for e-mail ID and mobile No. is to be sent on BSNL e-mail ID bsnlvipahelp@gmail.com.
 - c) The Contractor shall prepare Service Completion Certificate (SCC) in the prescribed format (annexed below) on the basis of the Service Entry Sheet (SES) details received from BSNL through e-mail. Service Completion Certificate (SCC) is not required to be signed by BSNL.

- d) Invoices are to be submitted through the registered e-mail ID of the Contractor only on the following two e-mail IDs designated by BSNL for this purpose: bsnlvipa@eyipa.com and bsnlvipa@bsnl.co.in.
- e) For each Invoice, a separate email is to be sent and Invoice number is to be clearly mentioned in the subject of the email.
- f) Only digital Invoice having valid digital signatures to be submitted. Invoice must contain BSNL's SAP-generated PO number.
- g) Wherever e-Invoice is applicable, the Invoice submitted must have valid IRN and QR code.
- h) Each e-mail must have all three separate attachments i.e. 1) Invoice 2) SCC (Service Completion Certificate) and 3) all other documents as per PO requirements as a third attachment. Invoice and SCC must be in PDF format and the third attachment must also have all the documents in PDF format compressed into a single ZIP file with .zip extension. The size of all pdf files attached under single email must not exceed 30 MB. Scan quality must be of at least 300 DPI or higher.
- i) In case of services against more than 1 line item of Purchase order, both the Invoice and the SCC must have equivalent number of Line items as in the PO. Moreover, the items in the Invoice and the SCC must be given in the same serial order.
- j) Invoice should be uploaded in GST Portal before submission.
- k) BSNL will make GST retention payment only after credit of GST is available.
- l) BSNL has the right to recover ITC Loss.

Note: The bill shall be processed on receipt of Invoice, SCC, and supporting documents as per the above guidelines.

2. The **Claim Cell, O/o The DGM (Mtce), CNTx East, Ranchi BA** will scrutinize the invoice and other documents submitted by the contractor duly certified for arranging payment along with recovery details. Payment will be made after deducting the penalties as applicable.
3. The bidder has to give the mandate for receiving payment electronically and the charge if any levied by the bank has to be borne by the bidder. The bidder is required to give the following information for this purpose:
 - (i) Beneficiary Bank name
 - (ii) Beneficiary Branch name
 - (iii) IFS Code of beneficiary Branch
 - (iv) Beneficiary Account Number.
4. In pursuance to Section-15 of Micro, Small and Medium Enterprises Development Act, 2006, BSNL shall make payment to a micro or small enterprise within 45 (forty-five) days from the day of acceptance of the services rendered by the enterprise.
5. Facilitation charges for Invoice processing will be levied in all invoices w.e.f. 01.07.2025.

SL. No.	Invoice Value (Excluding GST)	Charges (Including GST)
1	Up to Rs. 1,00,000	NIL
2	From Rs. 1,00,001 to Rs. 5,00,000	Rs 590 (Rs 500 + Rs 90 GST)
3	From Rs. 5,00,001 to Rs. 50,00,000	Rs 1,180 (Rs 1,000 + Rs 180 GST)
4	Exceeding Rs. 50,00,000	Rs 2,360 (Rs 2,000 + Rs 360 GST)

Format of Service Completion Certificate (SCC):

VENDOR NAME
SERVICE COMPLETION CERTIFICATE

INVOICE No:

INVOICE Date:

Invoice Line Item No.	BSNL's SAP PO No.	PO Line Item No.	BSNL SES No.	SES Line Item No.	Item Descripti on	Date of Completi on of Services (Optional)	Quantity	UOM	Price	Net Value

terminate the contract as per the conditions detailed out below:

Table-A:

S I. N o .	Nature of Default	Penalties			Remarks
		1 st instance	2 nd instance	3 rd instance	
1	Non-deployment of resources	No work no payment. In addition , penalty will be charged on pro-rata basis as per Table-B under Section-VII	No work no payment. In addition, penalty will be charged on pro-rata basis as per Table -B under Section-VII	No work no payment. In addition, penalty will be charged on pro-rata basis as per Table-B under Section -VII	After 3 rd instance, the buyer may continue to impose the same penalty or cancel the contract with cancellation charges @ 10% of the order value
2	Failure to promptly address deficiencies / complaints brought to notice by the buyer	Penalty of Rs.500/-	Penalty of Rs. 800/-	Penalty of Rs. 1000/-	After 3 rd instance, the buyer may continue to impose the same penalty as imposed for 3 rd instance
3	If any employee of the contractor is found disclosing any confidential information/ document to other Telecom Service Provider/ any third party	Cancellation of the contract with cancellation charges @10% of the order value along with recovery of losses caused (if any) and legal action against the Service Provider depending on the gravity of the act			

Sl. No.	Nature of Default	Penalties			Remarks
		1 st instance	2 nd instance	3 rd instance	

4.	If any employee of the contractor is found responsible for any theft, loss of material/articles and damages	Immediate payment in actual, equivalent to the value of the article stolen / lost/damaged. Replacement of the employee within 2 days. If not paid then the amount may be recovered from the monthly bill/ security deposit.	Immediate payment in actual, equivalent to the value of the article stolen/ lost/ damaged. Replacement of the employee within 2 days. Cancellation of contract as decided by the buyer depending on the gravity of the act. If not paid then the amount may be recovered from the monthly bill/ security deposit.	Cancellation of the contract with cancellation charges @ 10% of the order value or value of the material/articles stolen, whichever is higher.	
5.	If any employee of the contractor is found responsible for or disobedience/ misconduct or found intoxicated	Warning/ counselling of the employee as decided by the buyer depending on the gravity of the act and penalty equivalent to non-deployment of resources will be imposed as per Table-B	Warning/ counselling/ immediate replacement of employee within 2 days as decided by the concerned BA Head or delegated authority and Warning to Service Provider depending on the gravity of the act	Cancellation of the contract with cancellation charges @ 10% of the order value	

Sl. No.	Nature of Default	Penalties			Remarks
		1 st instance	2 nd instance	3 rd instance	

6.	If any employee of the contractor is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or of officials at the work place	Immediate replacement of the employee within 2 days. Cancellation of the contract with cancellation charges @ 10% as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value		
7.	Non submission of documents related to statutory payments on demand and by BSNL	Equivalent amount will be held up until clearance of payment by contractor to the concerned authority.			Same for all instances

Note: If any SLA is breached beyond 3 instances in any billing period, the same shall be treated as a breach of contract and the buyer will have full rights to terminate the contract after giving a notice of 15 days.

Table-B:

Service Type	Service Description	Service Specifications	Quantum of Penalty for each Station (Rs per Day)
Transmission Station Maintenance	As per Clause- A/1 under Section-III	Round-the-clock (24 hours) service	3,750.00
		16 (Sixteen) hours service	2,550.00
		8 (Eight) hours service	1,250.00

12. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly

and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. 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 catalogues 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. 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 General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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 कार्यवाई 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---