

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	04-09-2026 16:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	04-09-2026 16:30:00
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
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id :satishkumarchopra@bsnl.co.in Buyer Email id: spyare@bsnl.co.in
कुल मात्रा / Total Quantity	260
वस्तु श्रेणी / Item Category	Computer Printer (V2) (Q2) , A4 and Legal Size Multifunction Printer (MFP) (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	20 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का) / OEM Average Turnover (Last 3 Years)	200 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	1 Year (s)
टर्नओवर पात्रता मानदंड / Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and 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

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,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
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	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	30 %
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
प्राथमिक उत्पाद श्रेणी/Primary product category	Computer Printer (V2)
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य / Estimated Bid Value	6597000
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of consignee receipt-cum-acceptance certificate (CRAC) 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	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts

बिड विवरण/Bid Details**सुलह खंड/Mediation Clause**

No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	165000

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).	36

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। 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.

(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 :

Account Officer

107 The MALL office of CGMT BSNL Haryana Circle, Bharat Sanchar Nigam Limited Portal(BSNL), Ambala Cantt-133001

(Ao Claim)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII

सक्षम प्राधिकारी का नाम/Name of Competent Authority	CGM
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	CGM Haryana

सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	Circle office Ambala
सीए अनुमोदन संख्या/CA Approval Number	599586
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	27-08-2025
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	MII Purchase Preference: NO (AS per GOI order: F.No. W-43/4/2019-IPHW-Meity dated: 07-09-2020 Regarding Public Procurement (Preference to Make in India)-order-2017 - Notifying electronics Products in furtherance of order)

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

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	25

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. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. 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.
3. 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.
4. 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.
5. 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.

6. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

7. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated 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 OEM 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.

8. **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 25% (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.

9. 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.

10. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

11. 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

Computer Printer (V2) (207 pieces)

Bis Required	Yes
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तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Generic	Description of Stores	Computer Printer with Minimum 1 Year On Site Warranty, including Cartridge and Power Cord/Adaptor
	Print Technology	Laser
	Type of Printing	Monochrome (Black)
	Paper Size	A4 and Legal, A3, A4 and Legal Or higher
Printing	Minimum Print Speed per Minute as per ISO/IEC 24734 in A4 Size-Monochrome (Black) (in PPM)	31 to 35, 36 to 40, 41 to 45, 46 to 50, 51 to 55, 56 to 60, 61 to 65, 66 to 70 Or higher
	Minimum Print Speed per Minute as per ISO/IEC 24734 in A4 Size-Colour (in PPM)	Not Applicable Or higher
	Minimum Print Speed per Minute as per ISO/IEC 24734 in A3 Size-Mono (in PPM)	Not Applicable, 1 to 5, 6 to 10, 11 to 15, 16 to 20, 21 to 25, 26 to 30, 31 to 35, 36 to 40, 41 to 45, 46 to 50, 51 to 55, 56 to 60 Or higher
	Minimum Print Speed per Minute as per ISO/IEC 24734 in A3 Size-Colour (in PPM)	Not Applicable Or higher
	Auto Duplexing Printing (2-Sided Feature)	Yes Or higher
Connectivity	Connectivity	USB Port, Ethernet Port

परिषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परिषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Savtantar Kumar	133001,GMTD Office ,Ambala Cantt	25	15
2	Chandra Prakash Meena	121001,BSNL Office Sector 15A Faridabad Haryana	20	15
3	Sandeep Verma	122001,GMTD Office BSNL PLOT 81 IFFCO CHOWCK , SECTOR -8	25	15
4	Sunil Kumar Sachdeva	125001,Main telephone Exchange Hisar	17	15
5	Pyare Lal	133001,Office of CGMT BSNL, 107 The Mall , Ambala Cantt	42	15

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
6	Balinder Singh	132001,Office of GMTD Karnal, Sec 8 Karnal	27	15
7	Vikas Saini	124001,GM Office HUDA Complex ROHTAK	35	15
8	Charu Agrawal	123401,Office of GMTD Rewari	16	15

A4 And Legal Size Multifunction Printer (MFP) (53 pieces)

Bis Required	Yes
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तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
General Product Information	Description of Stores	A4 and Legal size Multifunction Machine Printer with core function as Print, Scan and Copy with Power Cord/Adapter and connecting USB cable
	Printing Technology	Electrophotography/Xerography (Laser/LED)
	Type of Printing	Monochrome (Black), Colour Or higher
	Availability of Fax	Yes
Printing Performance	Minimum Print Speed per Minute as per ISO/IEC 24734 in A4 Size-Monochrome (Black) (in PPM) for Laser/LED MFPs	40 to 44, 45 to 49, 50 to 54, 55 to 59, 60 to 64, 65 to 69, 70 to 74, 75 to 79 Or higher
	Minimum Print Speed per Minute as per ISO/IEC 24734 in A4 Size-Monochrome (Black) (in IPM) for Inkjet MFPs	Not Applicable Or higher
	Minimum Print Speed per Minute as per ISO/IEC 24734 in A4 Size-Colour (in PPM) for Laser/LED MFPs	Not Applicable, 5 to 9, 10 to 14, 15 to 19, 20 to 24, 25 to 29, 30 to 34, 35 to 39, 40 to 44, 45 to 49, 50 to 54, 55 to 59, 60 to 64, 65 to 69, 70 to 74, 75 to 79 Or higher
	Minimum Print Speed per Minute as per ISO/IEC 24734 in A4 Size-Colour (in IPM) for Inkjet MFPs	Not Applicable Or higher
Duplexing & Copying Features	Auto Duplexing Printing/Coping (2-sided Feature)	Yes Or higher
Document and Paper Handling	Original Document Feeder Type (For Scanning and Copying)	Single-Pass Document Feeders (SPDF) Or higher

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Number of Main Paper Tray	1, 2, 3, 4 Or higher
Connectivity and Reliability	Connectivity	USB Port, Ethernet Port
Certification and Warranty	On Site Warranty (in Year)	1 Or higher
	Extended Warranty (in Years) over and above standard warranty	4 Or higher

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Savtantar Kumar	133001,GMTD Office ,Ambala Cantt	5	15
2	Chandra Prakash Meena	121001,BSNL Office Sector 15A Faridabad Haryana	5	15
3	Sandeep Verma	122001,GMTD Office BSNL PLOT 81 IFFCO CHOWCK , SECTOR -8	5	15
4	Sunil Kumar Sachdeva	125001,Main telephone Exchange Hisar	5	15
5	Pyare Lal	133001,Office of CGMT BSNL, 107 The Mall , Ambala Cantt	15	15
6	Balinder Singh	132001,Office of GMTD Karnal, Sec 8 Karnal	5	15
7	Vikas Saini	124001,GM Office HUDA Complex ROHTAK	8	15
8	Charu Agrawal	123401,Office of GMTD Rewari	5	15

Special terms and conditions-Version:3 effective from 31-01-2025 for category Computer Printer (V2)

1.

For Buyers		
1	Product Verification	The buyer/consignee shall verify the complete product details, including configuration, through the OEM website. The buyer/consignee should be able to perform these verifications without needing to create an account on the OEM website.

2	Warranty	1. The buyer may ensure that as soon as supplies are received, a request for a warranty certificate is made, along with logging into the OEM website/call centre to verify the certificate. 2. The product in GeM marketplace (Direct Purchase & L1 purchase) comes with a minimum standard on site warranty of one year. In case the seller has standard warranty more than one year, the same may be mentioned in the catalogue (including in the model name) and in such case higher warranty offered shall prevail/supersede the minimum one year warranty. 3. Buyer shall verify the actual number of prints completed by the printer at the time of delivery (to ensure that the product has not been in use prior to delivery to the buyer) and may be verified using the printer's built-in print counter or an equivalent tracking system as available with OEMs. 4. Buyer may please note that warranty does not cover any consumables i.e. Cartridges/Toner/Ink/Developer and such consumables.
For Sellers		
3	OEM Website Link/Part No for product verification	The OEM shall provide the OEM website link to the buyer at the time of delivery. The offered model details/configuration should be available on the OEM's website. A device serial number must also be provided at the time of supply, which must also be mentioned on the product supplied. The buyer/consignee must be able to verify the complete product details, including configuration, through the provided OEM website link.
4	Warranty	1. The seller shall furnish a valid warranty Certificate/Tag in physical or digital format from the OEM to the purchaser, guaranteeing the product's coverage under the specified warranty terms. The warranty certificate should be verifiable through the OEM website/customer care centre. 2. The product in GeM marketplace (Direct Purchase & L1 purchase) comes with a standard warranty of 1 year only and additional warranty may be opted for via the bidding process. 3. The warranty period will be valid for the specified number of years or until the printer reaches the OEM-defined Minimum Number of Prints within the Warranty Period, whichever is earlier, i.e. once the printer meets either the Minimum Number of Prints within the Warranty Period or the time duration specified, the warranty coverage will end. 4. The actual number of prints completed by the printer during the warranty period may be verified using the printer's built-in print counter or an equivalent tracking system.
5	Compliance of extended producer's responsibility	With effect from 1st April 2023, as per the E-waste rules 2022, EPR registration is mandatory for manufacturing entities. Therefore, all OEMs shall hold valid EPR registration, and the registration number should be reflected in the catalogue parameter. OEMs shall ensure compliance with all responsibilities as per EPR registration applicable from time to time.

Special terms and conditions-Version:1 effective from 10-02-2026 for category A4 and Legal Size Multifunction Printer (MFP)

1.

Product Verification	At the time of delivery, the Seller shall provide the Original Equipment Manufacturer website link along with the device serial number corresponding to the supplied product. The serial number shall be clearly indicated on the product. The Buyer or Consignee shall be able to verify complete product details, including configuration, through the Original Equipment Manufacturer website without the need to create a user account.
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Warranty	1. The Seller shall provide a valid Warranty Certificate or Warranty Tag, in physical or digital form, issued by the Original Equipment Manufacturer, at the time of supply. The warranty shall be verifiable through the Original Equipment Manufacturer official website and or authorised customer care centre. 2. The warranty shall remain valid for the specified number of years or until the printer reaches the Original Equipment Manufacturer defined minimum number of prints during the warranty period, whichever occurs earlier. Upon reaching either of these limits, the warranty coverage shall automatically cease. 3. The Buyer may verify the actual number of prints completed by the printer at the time of delivery to confirm that the product has not been previously used. Such verification may be carried out using the printer's in-built print counter or any other Original Equipment Manufacturer approved mechanism.. 4. The warranty shall not cover consumables, including but not limited to cartridges, toner, ink, developer, and similar consumable items.
Operating System Supportability	1. Products offered under this category shall support at least the Latest-2 versions of the operating systems specified in the catalogue. 2. If compatibility with an operating system version earlier than Latest-2 is required, the Buyer may specify the same under the "Additional Specification Parameter" section at the time of bid creation.

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Buyer Added Bid Specific ATC

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

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Procurement of IT Items through BID/RA on GeM Portal

Section -I

Details of the Items

Procurement of Printers through GeM Portal by Bid/RA method including Single function printers and Multi function s machines for BSNL Haryana Circle as per details below.

1. Scope of Work:

Sr. No.	Item	Quantity
---------	------	----------

1	Single Function Printer	207
2	Multi-Function Printer	53
Total		260

2. BA/Consignee wise list of the required IT Items

Single Function Printers (SFP) and Multi functions Printers (MFP)		
Unit/BA	SFP	MFP
Circle Office	42	15
Ambala	25	5
Faridabad	20	5
Gurgaon	25	5
Hisar	17	5
Karnal	27	5
Rewari	16	5
Rohtak	35	8
Total	207	53

1. Technical specification

(Compliance should be provided by Bidder on duly certified on OEM Letter Head in format as below A and B)

A: Printers (Single Function)

Specification	Value Required	Value Offered by Bidder
Printing Technology	Laser	
Cartridge Technology	Separate Drum and Toner	
Type of Printing	Mono	
Paper Size	A4, Legal or Higher	
Resolution (Dpi)	600 x 600 or Higher	
Memory (MB)	512 MB or Higher	
Processor Speed	1.0 GHz Or Higher	
Duplexing Feature	Yes	
Print Speed (PPM)	35 or Higher	
Network Connectivity	Yes	
Network Interface, if available	Ethernet 10/100/1000 or Higher	
Number of Main Paper Trays	1	
Paper Tray	Legal or Higher	
Each Main Paper Tray Capacity	250	
Duty Cycle	50,000	
On site OEM warranty (Years)	3	
OEM LOGO	On Printer Body and Cartridge OEM logo /Trademark embossed on them; no sticker allowed.	
Drum Life	Single Drum life should be 50000 pages or Higher	

B: Multifunction Machines Printers

Specification	Value Required	Value Offered by Bidder
Type of Machine	Multifunction Machine (Print, Scan, Copy)	
Print Technology	Laser	
Type of Printing	Mono	
Cartridge Technology	Separate Drum and Toner	
Platen/Flatbed Size	Legal or Higher	
Paper Size (Original/Image)	A4, Legal or Higher	
RAM size (MB)	1 GB or Higher	
Minimum Speed per Minute A4 Size-Mono	39 PPM or Higher	
Scanning Feature Availability	Yes	
Duplexing Feature Availability	Yes	
Networking Feature Availability	Yes	
If yes, Type of Network Interface	Ethernet 10/100/1000 or Higher	
Original Document Feeder Type	SPDF or Higher	
Feeder Capacity (Number)	50 or Higher	
Number of Main Paper Tray	1	
Each Main Paper Tray Capacity (Number)	250 Sheets	
Duty Cycle	60,000	

Bypass Tray Capacity	100 Sheets	
Control Panel	5 Line LCD or Higher	
Power Consumption	Print/Copy Mode (580 watt or less)	
Starter Toner Capacity	3500 Page or Above	
Network	Ethernet 1000 Base-T	
On Site OEM Warranty (Year)	3	
OEM LOGO	On Printer Body and Cartridge OEM logo /trademark embossed on them; no sticker allowed.	
Drum Life	Single Drum life should be 60000 pages or Higher	

SECTION -II

Evaluation Criteria /Documents uploaded on GEM for technical Evaluation of Bid

Intending bidders may download bid documents from GeM Portal. The bid is to be submitted only online through GeM Portal. The Tender document will not be issued by post / courier.

1. Evaluation Criteria/ Documents to be submitted online along with technical bid:

S.No	Item Name	Remarks (Attached)
1	Experience Certificate Proof as T&C of Tender (Experience certificate issued by the competent authority Note: PO/Work order will not be considered as experience Certificate)	
2	Scanned copy of the EMD document i.e. Non-MSE Bidders have to submit Original DD/ / FDR/BG (including e-BG)/ proof of payment if paid through NEFT/RTGS against bid security/EMD	

3	Micro and Small Enterprise (MSE) bidders should submit Self attested certificate of 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.	
4	Self-attested copy of PAN number of Authorized dealer/Bidder & its Income tax return of last three financial years. i.e. FY 2022-23, FY 2023-24 & FY 2024-25	
5	Bidder turnover Certificate: The bidders should have Minimum Average Annual Turnover i.e. 30% of Estimated Cost of tender or above (in total) during the period of last three years (i.e.2022-23, 2023-24 & FY 2024-25) is issued by Chartered Accountant or Duly audited Profit and Loss Statements for Last three years.	

6	OEM turnover Proof of last three completed years (i.e. 2022-23, 2023-24, 2024-25)	
7	Copy of the GSTIN Registration Certificate of Authorized dealer/Bidder	
8	Service Centre List for each item.	
9	Service & Support document separately for each item.	
10	OEM Authorization Certificate only ink signed by OEM.	
11	Data sheet of the offered product	
12	Bidders must supply the offered product as per technical specifications mentioned in ATC.	
13	Bidder financial standing that the bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt.	
14	Specifications in ATC Document compiled by the Authorized dealer/Bidder should be on OEM letterhead and also duly attested by OEM.	
15	Bidder must submit the latest Certificate of Incorporation in case of Company registered under Indian Companies Act,1956 or 2013.	
16	Articles of Associations duly registered with Registrar of Company, in case of Limited/Pvt. Limited Company.	
17	Signed copy of Annexure-1 on company's letter head (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. (pl refer https://www.doe.gov.in/ for further details).	
18	Bid Security Declaration (Annexure- II) for MSE Bidders	
19	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-III	

20	TENDER Terms & Conditions ACCEPTANCE LETTER as per <u>Annexure-IV</u>	
21	Solvency Certificate (Annexure -V) The solvency certificate Issued by bank should not be older than One year from the date of issue of NIT	
22	Notarized AFFIDAVIT that bidder is owner/proprietor/partner/director of the firm/public/private company (Annexure-VIII)	
23	Mandate Form /Bank details of Bidders (Annexure-IX)	
24	Undertaking/Self declaration certificate for not blacklisted/debarred by GEM or BSNL or GST or NSIC authorities any other PSUs or any other Govt. authorities as on Date of Bidding (as per Annexure-X), Any misrepresentation may lead to blacklisting of the OEM as well as Bidder.	
25	Self-Attested copy of Power of attorney (if issued for purpose of all tenders) /Power of Attorney if issued for specific tender duly attested by the Notary public in case any person other than Owner/Partners of firm/Directors of Company has signed the tender document. Details like full name, mobile number, email id and specimen signature of Authorized person might be provided.	
26	Authorized Signatory Details (Name: __, Designation __, Email: __, Mobile no. __, Specimen Signature __.)	

Note:

- All the above documents should be self-attested by the bidder otherwise their bid will be straightway rejected.**
- If the certificates given by Bidder in the tender documents found to be false at any later stage, this would be ground for immediate termination and further legal action in accordance with law.
- On successful completion of the tender, 100% of work will be awarded to the successful L1 bidder.
- The BSNL shall consider award of contract only to L-1 bidder whose offers have been found technically, commercially and financially acceptable. The L-1 bidder is one who quotes the lowest rate and provided all other conditions are also met.
- In case any clause is not mentioned, prevailing BSNL/DOT/Govt/GEM guidelines will apply.

2. Documents to be submitted OFFLINE physically (Hard Copy) by Non- MSE bidders

- Bid Security (EMD)**: - The bid security Signed copy of Bank Transaction details with UTR Number towards the successful e-payment for EMD to BSNL in the bank account of AO (Claim) O/o CGMT BSNL, Ambala Cantt. A/c 01191132000917 IFSC: PUNB0001400 or

Original of DD/ Preferably Bank Guarantee (Bank cheque not allowed).

Above documents must be submitted by intending non-MSE bidders a day before the bid opening date in a sealed envelope either in the tender box available in Room No.-303 or through post to AGM (MM) O/o CGMT Haryana Telecom Circle, 107, The Mall, Mahatma Gandhi Marg, Ambala Cantt-133001 HARYANA. If the above documents are not submitted/received physically before specified time, then the online technical bid of that bidder will be rejected. The Envelope of Bid document should be superscribed as "Bid for Procurement of Printers (Single Function & Multifunction)", only to be opened by concerned at the time of bid opening.

In case of non-MSE bidders, online bids will be opened only for those bidders whose offline documents would reach physically a day before the bid opening date.

SECTION-III

TERMS & CONDITIONS

1. PURCHASER'S RIGHT TO VARY QUANTITIES

6.1 BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.

6.2 The decision of **CGMT Haryana Ambala** on any matter connected to this tender is final binding.

2. BSNL's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

3. Warranty (COMPREHENSIVE WARRANTY):

a. The vendor will have to provide comprehensive on-site warranty for all the hardware & firmware goods supplied for 3 years (36 months) after the stores have been taken over from the date of delivery of complete material at the ultimate consignee/ site, whichever is earlier.

b. The online record should be available for the warranty for each item along with facility of booking fault online/ on phone /Email etc. and online fault status should be available for the tracing of fault rectification and an escalation matrix should be available to escalate the timely non-rectified faults to the higher authorities.

c. All installed systems firmware/Hardware shall also be covered under warranty.

d. In case Power supply, cartridge unit/Relay/Laser assembly/ etc. goes faulty in any machine under the warranty the same shall be replaced by a good one with the similar make or branded make of the

same or higher capacity free of cost as a replacement against faulty ones.

e. Frequent faults of the same nature in the same Printers or peripherals etc. will be considered inefficiency of the contractor and if repeated faults of the same nature in the same Printers or peripherals are noticed frequently, notice of termination for the company will be issued.

4. PENALTY:

1. Delay in Delivery: if bidder fails to supply the material within delivery period, Late delivery charged will be applicable on the cost of delayed material as below

A) 1% per week after delivery period on cost/Value of delayed items and maximum up to 10 %.

2. In case of delay in rectification of the fault during warranty period beyond 7 days and if the firm fails to make the system working penalty of Rs 100/- (Rs. One hundred only) will be imposed per day per system (viz. printer etc.) after 7 working days of the booking of the fault. In case of delay in rectification of the fault beyond 17 days from booking of fault a penalty of Rs. 200/- per day per machine will be levied. Total penalty should not be exceeded from 10% of the contract value. In such an event, the purchaser may get the faults rectified by a third party and such cost of repairs shall have to be borne by the contractor, in addition to the penalty. Break down period will include Saturdays, Sundays and Holidays also.

5. PAYMENT TERMS

1. 100 % payment after 45 days of installation with the submission of 5% ABG for the period of 7 months (testing period). Or 95% payment after 45 days of installation and 5% payment will be retained 7 months (testing period)

For claiming this payment following documents shall be produced before the paying authority

- a. Invoice clearly indicating break up details of composite price i.e. Basic, Goods and Services Tax (GST), any other Duties and Taxes, Freight/Packing Charges, etc.
- b. Acknowledged Delivery Challan in original.
- c. Inspection certificate from the inspection team to be nominated by this office.
- d. Proof of payment of GST, if applicable.
- e. Timely uploading of correct and necessary information on the GSTN portal is mandatory as prescribed in GST compliances.
- f. If the supplier fails to furnish necessary supporting documents i.e. GST invoice / Customs invoices etc. and also fail to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier.
- g. Tax amount will be paid to the supplier only after the supplier declares the details of the invoices in its return in GSTR 1 and GSTR-3 uploaded by the supplier and the same is reflected in GSTR-2A of BSNL on the GSTN portal.
- h. TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be).
- i. Payment process may take up to 45 Days from the date of submission of invoice.

2. The payment will be released after taking over of the equipment by the consignee after installation of hardware & software by the vendor and completion of project leading to commissioning of the entire system. For claiming this payment following documents must be produced –

- a. Taking over Certificate from the consignee.
- b. Satisfactory Installation & Commissioning of system Certificate countersigned / counter signed by an Officer not below the rank of AGM/Divisional Engineer. This payment shall be released only in case there are no damages/ shortages. In those cases where such shortages/damages are intimated to the supplier in

writing, the balance payment shall be released only after the cases are settled in accordance with the provisions of the purchase order.

3. No payment shall be made for the goods rejected at site and fail on testing.

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

6. CLARIFICATION OF BIDS

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. Bidder financial standing:

The bidder should not be under liquidation; court receivership or similar proceedings should not be bankrupt.

Solvency certificate from the banker of the tenderer: For works costing up to Rs. 20 lakhs-solvency certificates should be of Rs. 5 lakhs; For works costing more than 20 lakhs- solvency certificate should be of Rs. 10 lakhs. The solvency certificate issued by bank should not be older than One year from the date of issue of NIT

8. Near Relative Certificate:

(i) 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”.

(ii) 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).

(iii) Copy of certificate/s 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-III**

9. EMD/ BID Security

The bidder shall furnish the bid EMD/Bid Security, preferably through online payment mode as per the below Bank/Beneficiary details. However, Bid security may also be submitted through DD / Online mode/ Bank Guarantee in one of the following ways:-

- i) BSNL Bank/Beneficiary Details for e-Payment transaction Beneficiary name - AO (Cash) Bharat Sanchar Nigam Ltd
- Name of the Bank - Oriental Bank Of Commerce (Merged in Punjab National Bank) Branch
- 6148/6, Near Quality Hotel, Sadar Bazar, Ambala Cantt-133001 IFSC
- Code - PUNB0001400
- Bank Account No - 01191132000917
- ii) The bidder can also submit bid EMD, if applicable, in form of Bank Guarantee (format as per the **Annexure-VI**) from a “Scheduled Commercial Bank from public / private sector (excluding co-operative banks)” drawn in favour of ‘AGM (MM), Bharat Sanchar Nigam Limited, Office of CGMT BSNL, 107 The Mall, Ambala Cantt’.

Beneficiary Bank details of BSNL for issuance of EMBG

Beneficiary name - AO (Claim) Bharat Sanchar Nigam Ltd

Name of the Bank - Oriental Bank Of Commerce (Merged in Punjab National Bank) Branch

- 6148/6, Near Quality Hotel, Sadar Bazar, Ambala Cantt-133001 IFSC

Code - PUNB0001400

Bank Account No - 01191132000917

The Micro & Small Enterprise (MSE) units registered with the National Small Industries Corporation/MSME shall be exempted from submission of Tender Document fee and Bid Security (EMD) on production of valid certificate issued by NSIC/MSME under the Ministry of Micro, Small & Medium Enterprises for the tendered item. Certificate should be valid on the date of opening of the tender. 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.

Note: Traders are excluded from the Scope of EMD Exemption.

10. Forms of PBG

Successful Bidder will submit the Performance Security @5% of contract Value in the form PBG (as per Annexure- VII) /Online, The Bank Guarantee to be furnished should be strictly in BSNL format issued by an Indian Nationalized/ Scheduled Bank.

Beneficiary Bank details of BSNL for issuance of PBG

Beneficiary name - AO (Claim) Bharat Sanchar Nigam Ltd
Name of the Bank - Oriental Bank Of Commerce (Merged in Punjab National Bank) Branch
- 6148/6, Near Quality Hotel, Sadar Bazar, Ambala Cantt-133001 IFSC
Code - PUNB0001400

Bank Account No - 01191132000917

11. Certificates

a) **Document required from seller:** mentioned in Section-II documents uploaded on GEM for technical Evaluation of Bid

All documents submitted by bidders against eligibility criteria will be self-attested and then be uploaded in the portal

Note:-

- 1) Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in Annexure-I to X
- 2) EMD EXEMPTION: Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the preview of this Policy.
- 3) EMD & Performance security should be in favor of Beneficiary, wherever it is applicable.

12. Experience Criteria:

Firms and Individuals Experience of having successfully completed similar work during last 3 (Three) years i.e. the current financial year and the last 3 financial years (ending month of March prior to the bid opening) should be either of the following in DOT/MTNL/BSNL/PSU/Central Govt. Department/Telecom service provider as mentioned below:

a) Three similar completed works each costing not less than amount equal to 40% of the annual estimated cost.

OR

b) Two similar completed works each costing not less than amount equal to 50% of the annual estimated cost

R

c) One similar completed works costing not less than amount equal to 80% of the annual estimated cost

13. Turnover certificate: -

The bidders should have Minimum Average Annual Turnover i.e. 30% of Estimated Cost of tender or above (in total) during the period of last three years (i.e. 2022-23, 2023-24 & FY 2024-25) issued by Chartered Accountant or Duly audited Profit and Loss Statements for Last three years.

14. Beneficiary:

AO (Claim)

O/o CGMT BSNL Haryana, 107 The Mall, Mahatma Gandhi Marg, Ambala Cantt., Bharat Sanchar Nigam Limited (BSNL)

15. 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 arbitrators	Appointing Authority

Above Rs. 5 lakhs to Rs. 5 crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL.	BSNL (Note: BSNL will forward a list containing names of three 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 3 rd 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.

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

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

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

(a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions

filed by the parties without oral hearing;

(b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;

(c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;

(d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.

(4) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.

(5) If the award is not made within the period specified in sub-section (4), the provisions of sub-sections (3) to (9) of Section 29 A 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)/organization(s)(excluding disputes concerning Railways, Income Tax, Customs & Excise departments).Such dispute or difference shall be taken up by either party for resolution through AMR CD as mentioned in DPE OM no. 4(1) 2013-DPE(GM)/FTS-1835 dt. 22.5.2018.

III. APPLICABLE LAW AND JURSDICTION

(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.

16. ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDER(S) IN CASE OF DEFAULT

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

- (a) Failure to perform any other obligation(s) under the Contract; and
- (b) Or any other default whose complete list is enclosed in Appendix-1
- (c) Purchaser will take action as specified in Appendix-1

Appendix-1

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C

1(a)	Submitting fake / forged	Rejection of tender bid of respective Vendor.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD/ PBG;	Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	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/
	and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	complete work in hand.
	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)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender:	
	(i) If detection of default is prior to award of APO	Rejection of Bid & Forfeiture of EMD. 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) If detection of default after issue of APO but before receipt of PG/ SD (DD, BG, etc.)	Cancellation of APO, Rejection of Bid & Forfeiture of EMD. 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) If <i>detection of default after receipt of PG/ SD (DD, BG etc.)</i> .	Cancellation of APO Rejection of Bid & Forfeiture of PG/SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned. 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.
	(iv) If <i>detection of default after issue of PO/ WO</i>	Termination/ Short Closure of PO/WO and Cancellation of APO Rejection of Bid & (iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned. (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.
	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	If vendor or his representative uses violent/coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following:	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	

3	Non-receipt of acceptance of APO/AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD: In case of L-1 bidder being an MSME 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	4 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.	Termination of PO/WO. Under take purchase/ work at the risk & cost of defaulting vendor. 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.	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. Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	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. OR 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.

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).	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; OR 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; and Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking or by any other legal tenable manner.
	(a) For amount already paid by BSNL.	
	(b) For Quantity in excess of that supplied by Vendor to BSNL.	ii) Banning of Business for 3 years
	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. Note 6:- 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	Termination of PO/WO. Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.

	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. 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.	iv) Legal action will be initiated by BSNL against the Vendor if required.
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.	Termination/ Short Closure of the PO/WO. Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. No further supplies are to be accepted except that required to make the already supplied items work. In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). 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. vi) Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.

9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	Termination/ Short Closure of the PO/ WO. Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items. No further supplies are to be accepted except that required to make the already supplied items work. In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price - price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) inspite of order of Arbitrator.	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. Take legal recourse i.e. filing recovery suite in appropriate court.
	b) inspite of Court Orders.	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.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
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

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.	
(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.	

17. **Power of attorney:** - Self-Attested copy of Power of attorney (if issued for purpose of all tenders)/Power of Attorney if issued for specific tender duly attested by the Notary public

in case any person other than Owner/Partners of firm/Directors of Company has signed the tender document. Details like full name, mobile number, email id and

18. **Authorized Signatory Details:** Details like full name, mobile number, Designation, email id and specimen signature of Authorized person might be provided.

19. **OEM/Bidder should not have been suspended/blacklisted on Gem Portal or any government or organisation/PSU**, for any reason whatsoever, failing which the bid of the said OEM/Bidder (whether bidder directly or through any business partner) will be rejected outrightly.

An undertaking to be submitted along with the bid. Any misrepresentation may lead to blacklisting of the OEM

as well as Bidder.

20. RESOLUTION OF DISPUTES

20.1 Disputes and Excepted Matters

- **20.1.1** All disputes and differences between the parties hereto, as to the construction or operation of this 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.
- **20.1.2** 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.
- **20.1.3** 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.
- **20.1.4** 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.
- **20.1.5** 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**

20.2 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 in terms of the Government's policies in this regard.
- iii. Purchase preference policies regarding MSEs and Start-ups.

20.3 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.

20.4 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.

20.5 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.

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Section-IV (Annexures)

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Annexure-I

Certificate from Bidder for compliance (to be uploaded along with their Bid/Offer)

I have read the clause/Para regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

(a) I certify that
M/s_____ (name of Bidder) is not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I also certify that M/s_____ will not offer any products/services of entity from such countries unless such entity is registered with the Competent Authority.

Or

(b) I certify that
M/s_____ (name of Bidder) is from such a country and has been registered with the Competent Authority. I also certify that M/s_____ has products/services of entity from such countries and these entity/entities are also registered with the Competent Authority. I also certify that M/s_____ has sub-contracted some work to a contractor from such countries and that such contractor is registered with the Competent Authority.

I hereby certify that M/s_____ (name of Bidder) fulfills all requirements in this regard and is eligible to be considered.

I hereby acknowledge that in the event of acceptance of my bid on above certificate and if the certificate is found to be false at any stage, the false certificate would be a ground for immediate termination of contract and further legal action in accordance with the Law.

(Signature & Name of Authorized person of the Bidder) Name & address of the Bidder with stamp

Note: 1. Give certificate for either (a) or (b).

2. Where applicable, evidence of valid registration by the Competent Authority shall be uploaded along with the bid/offer.

3. Bidders are advised to upload the certificate duly signed by authorized person of the Bidder and duly stamped along with their Bid/Offer.

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ANNEXURE - II

(To be given on Bidder Company Letter Head)

Bid security Declaration

Tender Enquiry No. _____ Dated _____

I hereby accept that If I / we i.e. .M/s _____ (here after referred to as "Bidder") withdraw or modify my/our bids during period of validity etc., I/we will be suspended/debarred/ banned from any further work/contract by BSNL for the period of one year from the date of issue of such orders

(Signature of authorized signatory)

(Name of authorized signatory)

Seal of the bidder ...

-

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-
-
-
-
-

ANNEXURE -III

(To be given on Bidder Company Letter Head)

NEAR-RELATIONSHIP CERTIFICATE:

*

I..... S/o.....r/o...

hereby certify that none of my relative(s) as defined in

The tender document is/are employed in any **BSNL Unit as defined in the clause in the Tender Enquiry, on Near relationship.**

OR

*

Following are the details of near relatives working with the BSNL.

S. No.	Name of the Relative	Designation	Name of the Unit (Office & section of BSNL) where working

*

Strike off whichever is not applicable.

In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signature of the Proprietor/Partners/Directors of the tenderer entity

With date and seal

ANNEXURE - IV

(To be given on Bidder Company Letter Head)

To

PGM(CFA/MM),

O/o CGMT, 107 The Mall

Ambala Cantt. HR-133001

Dated: -

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No and Tender dated : _____

Name of Tender / Work: -

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____
_____ as per your advertisement, given in the above-mentioned website(s).

2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/clauses contained therein.

3. The corrigendum(s) issued from time to time by BSNL too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s)/corrigendum(s) in its totality/entirety.

5. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.

I/We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then BSNL shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

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Annexure-VI

Format for BID SECURITY/EMD Guarantee
(To be typed on Rs.100/- non-judicial stamp paper)

Dated:.....

Sub: Bid Security/EMD guarantee.

Whereas M/s.....R/o.....
... (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs /-

(hereafter known as the "B. G. Amount") valid up to/...../ 20(hereafter known as the "Validity

date") in favour of 1) drawn in favour of 'AGM (MM), Bharat Sanchar Nigam Limited, Office of CGMT BSNL, 107 The Mall, Ambala Cantt', (Hereafter referred to as BSNL) for participation in the tender of work of
..... vide tender no.

Now at the request of the Bidder, We Bank

.....Branch having.....

..... (Address) and Regd. office address as.....

... (Hereinafter called 'the Bank')

agrees to give this guarantee as hereinafter contained:

1. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".

2. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.

3. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

4. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

Notwithstanding anything herein contained:

- (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
- (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

In case BSNL demands for any money under this bank guarantee, the same shall be paid through DD / Online mode/ banker's Cheque in favour of "AO (Cash), Office of CGMT BSNL, 107 The Mall, Ambala Cantt " payable at Ambala Cantt.

E-payment may be preferred. Accordingly, in case of E-payment to be made for BG encashed, Bank shall transfer the amount to Bank account as intimated by BSNL to Bank at that time through Bank Mandate.

The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank Authorized Power of Attorney Number: Name of the Bank officer:
..... Designation:

Complete Postal address of Bank: Telephone Numbers Fax numbers.....
.....

Format for Performance Guarantee

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

Annexure-VII

Dated:.....

Sub: Performance guarantee.

Whereas AGM (MM) O/o CGMT BSNL, Ambala Cantt, R/o.....

.....(hereafter referred to as BSNL) has issued an APO no. Dated/...../20..... awarding the work of to M/s.....
..... R/o

... (hereafter referred to as "Bidder") and BSNL has asked him

to submit a performance guarantee in favour of AGM (MM) O/o CGMT BSNL, Ambala Cantt of Rs.

...../- (hereafter referred to as "P.G. Amount") valid up to/...../20 (hereafter referred to as "Validity Date")

Now at the request of the Bidder, We Bank

.....Branch having.....

.....(Address) and Regd. office address as.....

... (Hereinafter called "the Bank") agreed to give

this guarantee as hereinafter contained:

1. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.

2. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.

3. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.

4. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

5. Notwithstanding anything herein contained;

(a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force, up to its Validity date.

(b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash), Office of CGMT BSNL, 107 The Mall, Ambala Cantt " payable at Ambala Cantt. E-payment may be preferred. Accordingly, in case of E-payment to be made for BG encashed, Bank shall transfer the amount to Bank account as intimated by BSNL to Bank at that time through Bank Mandate.

The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:..... Date:.....

(Signature of the Bank Officer)

Rubber stamp of the bank Authorized Power of Attorney Number: Name of the Bank officer:
..... Designation:
Complete Postal address of Bank: Telephone Numbers Fax numbers.....
.....

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Annexure-VIII

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Notarized AFFIDAVIT

-

I, _____, S/o/D/o _____, resident of _____ do hereby affirm and declare as under:-

That I am the _owner/proprietor/partner/director_ of the firm/public/private company situated at _____
_____.

Deponent

Verification-

I, the above-named deponent do hereby verify that contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Verified at on this

Deponent

Annexure-IX

Mandate Form /Bank details of Bidders

1. Beneficiary Bank name :

2. Beneficiary Branch name :

3. IFSC code of Beneficiary Branch :

4. Beneficiary account no. :

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

Annexure-X

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Undertaking/Self Declaration

Tender Reference No and Tender dated : _____

I/We/ M/s _____, S/o/D/o _____, do hereby affirm and undertake: -

That I have not been blacklisted/debarred by GEM or BSNL or GST or NSIC or MSME or any other PSUs or any other Govt. authorities as on Date of Bidding.

Signature of Tenderer

Name: -

Address: -

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.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by 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---