

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	11-04-2025 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	11-04-2025 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	150 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Communications
Department Name/विभाग का नाम	Department Of Telecommunications (dot)
Organisation Name/संगठन का नाम	Bharat Sanchar Nigam Limited Portal(bsnl)
Office Name/कार्यालय का नाम	Oo Cgmt Bsnl Kerala Circle Trivandrum
क्रेता ईमेल/Buyer Email	smuthupriya@bsnl.co.in
Item Category/मद केटेगरी	Facility Management Service- Manpower based (Version 2) - Commercial; Housekeeping, Housekeeping Security Services; Semi-skilled , Facility Management Service - Outcome Based
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	16 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No

Bid Details/बिड विवरण	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	168902

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	18

(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज 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।

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

Beneficiary/लाभार्थी :

AO cash
O/o CGMT BSNL KERALA CIRCLE TRIVANDRUM -695033
(Cgmt Bsnl)

MII Compliance/एमआईआई अनुपालन

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

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

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

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

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

5. 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

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:Project with contract value not less than (Rs) 16 lakhs for contract of providing housekeeping services for 1yr to Central/ State Govt/ PSU/ autonomous bodies during last 5 FY

Scope of work & Job description:[1742377494.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:[1742377547.pdf](#)

Facility Management Service- Manpower Based (Version 2) - Commercial; Housekeeping, Housekeeping Security Services; Semi-skilled (25)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Premise	Commercial
Type of Services Required	Housekeeping , Housekeeping Security Services
Skill Category	Semi-skilled
Type of Function	Non-IT Technical
List of Profiles	Assistant lineman
Educational Qualification	High School
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Addon(s)/एडऑन	
Consumables to be provided by Service Provided	Yes
High End Machinery and Equipments to be provided by Service Provider	NA

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Anil Kani	682016,O/o PGMT, BSNL, Ernakulam, BSNL bhavan, Kalathiparambu road, Ernakulam south-	25	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 614 • Bonus (INR per day) : 0 • EDLI (INR per day) : 2.5 • EPF Admin Charge (INR per day) : 2.5 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • ESI (INR per day) : 19.96 • Number of working days in a month : 30 • Provident Fund (INR per day) : 60 • Tenure/ Duration of Employment (in months) : 12

Facility Management Service - Outcome Based (8637)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Premises	Commercial
Type of services required	Housekeeping
Cost for Consumables/ Materials	Consumables to be provided by service provider (inclusive in contract cost)
Service component	Cleaning & Sanitation
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Total area in sq. ft	Additional Requirement/अतिरिक्त आवश्यकता
1	Anil Kani	682016,O/o PGMT, BSNL, Ernakulam, BSNL bhavan, Kalathiparambu road, Ernakulam south-	8637	<ul style="list-style-type: none">No. of months within the contract period : 12

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. Generic**

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

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

BUYER ADDED BID SPECIFIC ATC**1. Earnest Money Deposit (EMD)**

The bidder shall furnish, as part of his bid, a bid security (EMD) for an amount as specified in the NIT. Bid Security shall be paid in the form of Crossed Demand Draft or direct bank transfer or Bank Guarantee issued by a Nationalized/Scheduled bank only, drawn in favour of **“Accounts Officer (Cash) , O/o CGMT, BSNL, PMG Jn, Thiruvananthapuram-33” payable at Thiruvananthapuram.**

(a) EMD can also be submitted in the form of DD/Direct transfer through bank Account/ Bank Guarantee / Insurance surety bond in original which is issued on or after the date of NIT and should be valid for **30 days beyond the bid validity** in the format attached in Annexure

(b) The originals of bank Instruments like EMD DD/BG/Insurance surety bond etc., should submit in a Sealed Envelope to “Assistant General Manager Tender, Office of the Chief General Manager Telecom Doorsanchar Bhavan, PMG Junction Vikas Bhavan PO, Thiruvananthapuram – 695 033” on any date before or within 5 days of bid submission end date failing which the tender bid (if already opened on basis of scanned copies uploaded in 1st electronic envelop shall be rejected). The envelope shall bear (name of the work), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time) and strictly through Registered post/Speed post or by Courier.

(c) EMD, if applicable, is required to be submitted (along with

h transaction details i.e. UTR number shall also required to be furnished in the bid document) by the bidder preferably through online payment mode as per the Bank/Beneficiary details provided.

(d) The EMD should be valid for **30 days beyond the bid validity.**

(e) EMD submitted by the bidder shall be forfeited, if the bidder:

- i. Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or
- ii. If it comes to notice that the information / documents furnished in its bid is false, misleading or forged; or
- iii. Fails to furnish requisite performance security / PBG within stipulated time required as per e-bid / RA conditions.

(f) Notwithstanding above, Gem SPV / GeM Admin also reserve the right to debar such seller from GeM portal. Such debarment shall be for minimum 3 months initially on first such offence and on repeat offence, the debarment period can be increased suitably by GeM SPV / GeM Admin. **In addition to the above BSNL shall have the right to blacklist the bidder up to 3years or as decided by BSNL.**

By submitting a bid on Gem, the Bidder explicitly undertakes to abide by the above clause.

(g) Account details of AO CASH for online payment

Name & addresses of the Bank	:	UNION BANK OF INDIA, PATTOM BRANCH, T.C 3/21(18), Mathews Arcade, Kesavadasapuram, Pattom Palace, Trivandrum-695004
Account No.	:	545101110050003
IFSC /RTGS Code	:	UBIN0554511
Account Type	:	Current
Name and address of account holder	:	BSNL KERALA CIRCLE AO CASH COLLECTION ACCOUNT TRIVANDRUM, DOOR SANCHAR BHAVAN , O/o CGMT, PMG P.O, TRIVANDRUM-695033

(h) The successful bidder shall submit an amount equal to 5% of Contract value as ePBG in favour of **CGMT, BSNL, Kerala Circle, Thiruvananthapuram** required to be submitted by the successful bidder before placing the order in the form of Bank Guarantee **of a scheduled Bank or Nationalized Bank / State Bank guaranteed by Reserve Bank of India** or

insurance surety bond on GeM portal in the prescribed format with validity of 18 months.

2. **No sub-contracting** is permissible by BSNL.

3. **The near relatives of all BSNL employees** {Non executive employees working in BSNL & executive employee (also called Group A & Group B officers working in BSNL)} either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as :

(a) Members of a Hindu Undivided Family, (b) They are husband and wife, father, mother son(s), (c) The one is related to the other in the manner as son's wife (daughter in-law), Daughter(s) & daughter's husband (son in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother in-law)

4. The bidder(s) should give a certificate to the effect that none of his/her such relative is working in the units of BSNL as defined above. In case of proprietorship the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

5. **Documents to be submitted by the bidder along with the documents mentioned in the above bid document**

- a.) No near relation certificate- As per Annexure - 1
- b.) Vendor information form - As per Annexure - 2
- c.) Self declaration certificate for Terms and conditions - As per Annexure - 3
- d.) Non Black listed certificate- As per Annexure - 4
- e.) Declaration on GST % and price quoting in GeM- As per Annexure- 5
- f.) Proforma for the Bid security/EMD (if applicable) as Per Annexure - 6
- g.) Proforma for the performance guarantee (applicable during APO) as Per Annexure - 7

6. **BSNL reserves the right to vary the quantity:**

- i. 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.
- ii. BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/ contract within a period of twelve months from the

date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.

- iii. In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.
- iv. The tender will be for a period of One YEAR, extendable for a period of one more year (in spells of six months) at the sole discretion of the Tender inviting authority, BSNL, Kerala Circle.

7. Additional works (on Fixed rate basis)

Successful L1 bidder has to do works on fixed rate basis as mentioned in the Scope of work (1. Compound/Terrace cleaning 2. Call duty).

8. Price variation clause:

In case of any changes in the minimum wages or any statutory wage component as per the Applicable Laws during the Contract period, BSNL shall pay the Service Provider the differential amount in wage. It is clarified that such increase in the wages will not have any impact on the service charges. The total value of the service charge to be paid by the buyer to service provider shall remain same as per the original contract value.

9. Action taken by BSNL against defaulter:

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

1(a)	Submitting fake/forged	i. Rejection of tender bid of respective Vendor.
	A) Bank Instruments with the bid to meet terms and condition of tender in respect of tender fee and/or EMD.	ii. Banning of business for 3 years which implies barring further dealing with the bidder for procurement of Goods and 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;	
	c) and detection of default at any stage from receipt of bids till award of AWO/ issue of WO.	iii. Termination/ Short Closure of WO, if issued. This implies non-acceptance of further work and services except to make the already received complete work in hand.
	Note1:- However, in this case the performance guarantee if alright will not be Forfeited.	
	Note2:- Payment for already received completed work shall be made as per terms and conditions of WO.	
1(b)	Submitting fake/forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with GST, Income Tax departments etc and as supporting documents towards other terms and conditions with the bid to meet terms and condition of tender:	
	(i) If detection of default is prior to award of AWO/APO	i. Rejection of Bid and ii. Forfeiture of EMD. iii. Banning of business for upto three years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
	(ii) If detection of default after issue of AWO/APO but before receipt of PG/SD (DD, BG etc.)	i. Cancellation of AWO, ii. Rejection of Bid and iii. Forfeiture of EMD. iv. Banning of business for upto three years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.

1(b) contd.	(iii) If <i>detection of default after receipt of PG/SD (DD, BG etc.)</i>	<ul style="list-style-type: none"> i. Cancellation of AWO ii. Rejection of Bid and iii. Forfeiture of PG/ SD. <p>However on realization of PG /SD amount, EMD, if not already released shall be returned.</p> <ul style="list-style-type: none"> iv. Banning of business for upto three years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
	(iv) If <i>detection of default after issue of WO/PO</i>	<ul style="list-style-type: none"> i. Termination/ Short Closure of PO/WO and Cancellation of AWO/APO ii. Rejection of Bid and iii. Forfeiture of PG/SD. <p>However on realization of PG/ SD amount, EMD, if not released shall be returned.</p> <ul style="list-style-type: none"> iv. Banning of business for upto three years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
	<p>Note3:-However, settle bills for the services received, if pending items do not affect working or use of supplied items.</p> <p>Note4:-No further supplies are to be accepted except that required to make the already supplied items work.</p>	

2	<p>If vendor or his representative uses violent/coercive means viz. physical/verbal means to threaten BSNL Executives/employees and/or obstruct him from functioning in discharge of his duties and responsibilities for the following :</p> <p>a) Obstructing functioning of tender opening executives of BSNL in receipt/opening of tender bids from prospective Bidders, suppliers/ Contractors.</p> <p>b) Obstructing/threatening other prospective bidders i.e. suppliers/Contractors from entering the tender venue and/or submitting their tender bid freely</p>	<p>Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
3	<p>Non-receipt of acceptance of AWO/APO and SD/ PG by L-1 bidder within the time period specified in AWO/APO.</p>	<p>Forfeiture of EMD.</p> <p>Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
4.1	<p>Failure to execute the work at all even in extended delivery schedules, if granted against WO/PO.</p>	<p>i. Termination of WO/PO.</p> <p>ii. Undertake purchase/ work at the risk of defaulting bidder.</p> <p>iii. Recover the excess charges if incurred from the PG/SD and outstanding bills of the defaulting Vendor.</p>
4.2	<p>Failure to execute the work in full even in extended delivery schedules, if granted against PO/WO.</p>	<p>i. Short Closure of WO/PO to the service already received by BSNL and/or in pipeline provided</p> <p>ii. Undertake purchase/ work at the risk of defaulting bidder.</p> <p>iii. Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting bidder.</p>
5.	<p>The site does not meet the Service Levels as mentioned in the PO/ WO/Contract.</p>	<p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/SD.</p>

6.	<p>Submission of claims to BSNL against a contract</p> <p>(a) For amount already paid by BSNL.</p> <p>(b) For amount higher than that approved by BSNL for that service.</p>	<p>i. Recovery of over payment from the outstanding dues of Vendor including EMD/ PG and SD etc. and by invoking 'Setoff' Clause 11 of Section 5 Part A or by any other legal tenable manner.</p> <p>ii. Banning of Business for 3 years from date of issue of banning order or till the Date of recovery of overpayment in full, whichever is later.</p>
Note5 :-The claims may be submitted with or without collusion of BSNL Executive/employees.		
Note6 :-This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.		
7	<p>(a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.</p> <p>(b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS,BSC/MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/or any other TSP through BSNL.</p> <p>(c) Tamper with the billing related data/ invoicing/ account of the customer/User(s) of BSNL and/or any other TSP(s).</p> <p>(d) Hacks the account of BSNL customer for unauthorized use i.e. to threaten others/spread improper news etc.</p> <p>(e) Undertakes any action that affects/ endangers the security of India.</p>	<p>i) Termination of PO/ WO.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p> <p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>

8	<p>If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>	<p>i. Termination/Short Closure of the WO/PO.</p> <p>ii. Settle bills for the service received if pending work does not affect the working or use of the services received</p> <p>iii. Undertake work at the risk of defaulting bidder.</p> <p>iv. In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part).</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/SD.</p>
9	<p>In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.</p>	<p>i. Termination/Short Closure of the WO/PO.</p> <p>ii. Settle bills for the service received if pending work does not affect the working or use of the services received.</p> <p>iii. Undertake work at the risk of defaulting bidder.</p> <p>iv. In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part).</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
10	<p>If the vendor does not return/refuses to return BSNL's dues:</p>	<p>Take action to appoint Arbitrator to adjudicate the dispute.</p>

	a. In spite of order of Arbitrator.	i. Termination of contract, if any. ii. Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods and 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.
	b. In spite of Court Orders.	Take legal recourse i.e. filing recovery suite in appropriate court. i. Termination of contract, if any. ii. Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods and 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/ GST Authorities / Customs Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business: (a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the Contract In question. (b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 and 4.2. (c) If the vendor/supplier fails to submit required documents/information, where required. (d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/supplier.	i) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.

Note7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.

Note8:-In case of clash between these guidelines and provision of invited tender, the provision in the respective tender shall prevail over these guidelines.

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

NOTE: Please refer Service level agreement in GEM for further details.

3. Buyer Added Bid Specific ATC

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

Disclaimer/अस्वीकरण

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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

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./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।

---Thank You/धन्यवाद---