

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	07-04-2025 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	07-04-2025 12:30:00
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	chrish73@bsnl.co.in
Item Category/मद केटेगरी	Scanning and Digitisation Service (Version 2) - 150; A4 and legal
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)	2 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
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

Bid Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
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	3 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	14160

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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(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 CGM, BSNL, TRIVANDRUM
O/o CGMT BSNL KERALA CIRCLE TRIVANDRUM, Department of Telecommunications (DOT), Bharat Sanchar Nigam Limited Portal(BSNL), Ministry of Communications
(Ao Cash)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
-------------------------------	-----

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
---	-----

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. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.
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

Please add additional scope of work:[1742039881.pdf](#)

Scanning And Digitisation Service (Version 2) - 150; A4 And Legal (200000)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Scanning Resolution (dpi)	150
Document Size	A4 and legal
Document Age (In Years)	Upto 10
Metadata Field (per image/page)	Not Required
Colour Type	Black and White
Speed of Scanning (Number of Pages Per Day)	Upto 5000
Addon(s)/एडऑन	
Binding Required	NA
Bar Coding required	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	Total number of images(page s) scanned and digitized	Additional Requirement/अतिरिक्त आवश्यकता
1	Aravind M	695033,O/o CGMT TVM-33	200000	N/A

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

Name of work: SCANNING AND DIGITIZATION OF VARIOUS OFFICE RECORDS IN THE SECTIONS OF O/o CGMT, BSNL, KERALA TELECOM CIRCLE, PMG JUNCTION, THIRUVANANTHAPURUM

1. SCOPE OF WORK :

Scanning and digitization of various office records in the various sections of Office of C

Chief General Manager (Telecom), BSNL, Kerala Telecom Circle, PMG Junction, Thiruvananthapuram – 695 033, including pre-scanning activities such as collection of documents, removal of unwanted dust, tags, pins, etc., sorting and numbering of files, folders, drawings, ESPs, etc., opening of files and separation of documents, scanning of documents (Approx : 2,00,000 pages) in contractor's scanning equipment installed in BSNL Office, conversion of scanned document into PDF Format at 150ppi (as per requirement), 20MB limit for uploading in e-office, removing individual pages like legal pages etc from files, sorting of scanned PDF documents as electronic files of respective names as that of the original file, each file browsed and diarized as separate correspondences in e-office, uploading the electronic files in e-office.

2. **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 Bank Guarantee 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 (cl.10. of this ATC document) .
- (b) The originals of bank Instruments like tender fee DD, EMD DD/BG 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 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) **“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”.**

Following categories of Sellers shall however, be exempted from furnishing Bid Security:

Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the Buyer.

- (f) Account details of AO CASH for online payment

Name & address of the Bank	:	UNION BANK OF INDIA, PATTOM BRANCH, T.C 3/21(18), Mathews Arcade, Kesavadaspuram, Pattom Palace, Trivandrum-695004
Account No.	:	545101110050003
IFSC /RTGS Code	:	UBIN0554511

Account Type	:	Current Account
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

(g) 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 (Annexure- 6) **of a scheduled Bank or Nationalized Bank / State Bank guaranteed by Reserve Bank of India** on GeM portal in the prescribed format with validity of 18 months.

(h) 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.

(i) 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 upto the period of 3 years or as decided by BSNL.** By submitting a bid on Gem, the Bidder explicitly undertakes to abide by the above clause.

(j) ACTION BY BSNL AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT.

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

- (a) Failure to deliver and/ or commission any or all of the goods/ service within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to this contract;
- (b) Failure to perform any other obligation(s) under the Contract; and
 - (c) Failure to ensure loss/ damage free redeployment of equipment as per the work order Or any other default whose complete list is enclosed in Appendix-1. BSNL will take action as specified in Appendix-1 below.

(k) VERIFICATION OF DOCUMENTS AND CERTIFICATES

The bidder will ensure that all the documents and certificates, including experience/ performance and self-certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action as per Clause-1 of Appendix-1 of this section.

Appendix-1

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. 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. iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand. iv) If EMD is submitted and PBG is found to be forged, then EMD will be forfeited.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD/PBG ;	
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	
	and detection of default at any stage from receipt of bids till award of APO/AWO issue of PO/WO.	
	Note :- 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 Goods and Service 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/AWO	i) Rejection of Bid & ii) Forfeiture of EMD. iii) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services Including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.

	<p>(ii) If detection of default after issue of APO/AWO but before receipt of PG/ SD (DD, BG etc.)</p>	<p>i) Cancellation of APO/AWO , ii) Rejection of Bid & iii) Forfeiture of EMD.</p> <p>iv) Banning of business for up to three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for up to three years from date of issue of banning order.</p>
1(b) continued.	<p>(iii) If detection of default after receipt of PG/ SD (DD,BG etc.) .</p>	<p>i) Cancellation of APO/AWO Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.</p> <p>iv) Banning of business for up to three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.</p>
	<p>(iv) If detection of default after issue of PO/ WO</p>	<p>i) Termination/ Short Closure of PO/WO and Cancellation of APO /AWO</p> <p>ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.</p> <p>iv) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.</p>
	<p>Note 3:- However, settle bills for the material received/services delivered in correct quantity and quality if pending items do not affect working or use of supplied/delivered items/services.</p>	
	<p>Note 4:- No further supplies/services are to be accepted except that required to make the already supplied items/delivered services work.</p>	

2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threaten 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.
4.1	Failure to supply/delivery of services and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.

5.1	The supplied equipment/services delivered do not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/ Contract.	<p>i) If the material/services delivered is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid , from the o/s bills/ PG/ SD.</p> <p>OR</p> <p>ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price - price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and/or QA Circle) / performance problems and non-rectification of defects (based on reports of field units and/or QA circle) .	<p>i) If the material/services delivered is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid , from the o/s bills/ PG/ SD;</p> <p>OR</p> <p>ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price - price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD;</p> <p>and</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle.</p>

6	Submission of claims to BSNL against a contract	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & S D etc. and by invoking ' Set off ' clause 21 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	(a) for amount already paid by BSNL .	
	(b) for Quantity in excess of that supplied by Vendor to BSNL.	
	c) for unit rate and/ or amount higher than that approved by BSNL for that purchase./work	
	Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for or 3 years from date of issue of banning order . iii) Recovery of any loss incurred on this account from the Vendor from its PG/ S D/ O/s bills etc.
	a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	
S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
7 continued.	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.	iv) Legal action will be initiated by BSNL against the Vendor if required.

	<p>c) tampers 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>	
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 PO/ WO.</p> <p>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price - price determined for degraded equipment) himself and/ or through a committee</p>
S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
8 continued.		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.	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price - price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
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.	<p>i) Termination of contract, if any.</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 from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>
10. continued.		iii) Take legal recourse i.e. filing recovery suit in appropriate court.

	b) in spite of Court Orders.	<p>i) Termination of contract, if any.</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 from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Goods and Service Tax / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	<p>The following cases may also be considered for Banning of business:</p> <p>(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.</p> <p>(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.</p> <p>(c) If the vendor/ supplier fails to submit required documents/ information, where required.</p> <p>(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.</p>	<p>i) 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>Note 7: The above penalties will be imposed provided it does not clash with the provision of this tender.</p>		

Note 8:-In case of clash between these guidelines & provision of invited 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/CRC /CAMC which will continue along with settlement of Bills.

Note 10: If defaulting bidder is MSE and default attract business banning, then period of business banning will be 1 year.

3. No sub-contracting is permissible by BSNL.

4. 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 and 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).

5. 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.

6. GENERAL CONDITIONS

1. Responsibilities : BSNL will provide electricity and working space for keeping the machines, while the maintenance of equipment will be the responsibility of the firm.

2. Log Book : A register/logbook will be maintained by the contractor, noting the files handled every day and signed by the contractor and countersigned by the Office Assistant/ JTO/SD E or any other staff authorized by AGM of concerned section.

3. Materials and Manpower:

a. All materials, tools, labor, maintenance, etc., are to be provided by the contractor at their own cost. Deployment of sufficient manpower shall be the responsibility of the firm. The successful tenderer shall make arrangement for daily check up of the scanning at own cost and shall keep all the scanners in perfect working condition at all times and also ensure smooth running of work. In case of failure of any scanner, the tenderer shall have to make alternate arrangement immediately so as to work does not suffer.

b. It will be the responsibility of the Tenderer to return the file after scanning to the officer concerned authorized by AGM of concerned section in proper condition and no document is soiled/lost/misplaced/damaged.

c. Complete secrecy and confidentiality is required to be maintained by the tenderer and his employees.

d. The Tenderer shall not be allowed to take away any file/ record etc in the shape of hard copy or soft copy and the work is to be carried out only within the campus of O/o CGMT, BSNL, PMG Junction, Thiruvananthapuram.

4. **Equipment Age** : The age of the machine should not be more than 5 years old.

5. **Scanning Mode** : PDF/Manual mode of scanning to be adopted as per requirement.

6. **Document Size** : Scanning of documents from files and the documents are in A4 Size / Legal sizes or any other sizes if available.

7. **Payment Terms** : Payment shall be made after uploading all the scanned files, documents records in e-office as directed by AGM of the concerned section or his representative. Manual mode of scanning to be adopted as per requirement. Payment will be made as per entries in log book only.

8. Other conditions

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 by up to **50%** of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

Documents to be submitted by the bidder while quoting

- a.) EMD / valid EMD exemption certificate.
- b.) Turnover certificate with UDIN number **or** Audited financial statements with UDIN number for any two financial years from last five years.
- c.) Attested Copy of valid PAN Card.
- d.) Attested Copy of GSTIN (if applicable).
- e.) No Near Relation certificate - As per Annexure-1
- f.) Vendor information form - As per Annexure-2
- g.) Self declaration certificate for Terms and conditions - As per Annexure-3
- h.) Non Black listed certificate- As per Annexure-4
- i.) Proforma for the Bid security/EMD (If applicable)- Annexure-5
- j.) Proforma for the Performance Guarantee(Applicable during APO) -Annexure-6
- k.) Proforma for Agreement (DEED OF INDEMNITY) (Applicable during APO)-Annexure-7
- l.) Declaration on GST % and price quoting in GeM is inclusive of Tax As per Annexure-8
- m.) Experience Certificate - As per Annexure-9

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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---