

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	17-05-2025 10:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	17-05-2025 10:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	180 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Communications
<b>Department Name/विभाग का नाम</b>	Department Of Telecommunications (dot)
<b>Organisation Name/संगठन का नाम</b>	Bharat Sanchar Nigam Limited Portal(bsnl)
<b>Office Name/कार्यालय का नाम</b>	Office Of Cgmt Bsnl Haryana Circle
<b>क्रेता ईमेल/Buyer Email</b>	vinod.bsr@bsnl.co.in
<b>Item Category/मद केटेगरी</b>	Facility Management Services - LumpSum Based - Commercial; Housekeeping, Work of Housekeeping Sweeping Cleaning Dusting Lifting Disposal of Garbage Filling of water containers etc in different offices telephone exchange premises of Sonipat OA; Cons..
<b>Contract Period/अनुबंध अवधि</b>	1 Year(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	21 Lakh (s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	1 Year (s)
<b>Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है</b>	Yes
<b>MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है</b>	Yes
<b>Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है</b>	Yes

Bid Details/बिड विवरण	
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	3 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	6866549
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	172000

#### 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).	24

(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 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।

(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  
office of CGMT BSNL Haryana Circle, 107, The Mall, Ambala Cantt-133001  
(Ao Claim)

**MII Compliance/एमआईआई अनुपालन**

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.

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

Price Breakup Sheet(BoQ) - [1745653378.xlsx](#)

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Geographic Presence in states:**Proof of Geographical presence of bidder in Haryana/Undertaking regarding the establishment of its office/branch office in the Haryana State within a month after the award of APO.

**Total experience in providing facility management services to government departments, public sector companies, and government autonomous organizations::**As Per NIT.

**Details of the premise:**[1745653396.pdf](#)

**Scope of work:**[1745653435.pdf](#)

**Facility Management Services - LumpSum Based - Commercial; Housekeeping, Work Of Housekeeping Sweeping Cleaning Dusting Lifting Disposal Of Garbage Filling Of Water Containers Etc In Different Offices Telephone Exchange Premises Of Sonipat OA; Cons.. ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Type of Premises	Commercial
Type of services required	Housekeeping , Work of Housekeeping Sweeping Cleaning Dusting Lifting Disposal of Garbage Filling of water containers etc in different offices telephone exchange premises of Sonipat OA
Cost for Consumables/ Materials	Consumables to be provided by service provider (inclusive in contract cost)
Service component	Cleaning & Sanitation , Work of Housekeeping Sweeping Cleaning Dusting Lifting Disposal of Garbage Filling of water containers etc in different offices telephone exchange premises of Sonipat OA
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	To be set as 1	Additional Requirement/अतिरिक्त आवश्यकता
1	Vikas Saini	124001,GM Office HUDA Complex ROHTAK	1	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

Sonipat OA:(Housekeeping)

User Specific Term & Conditions

#### 1. Generic

OPTION CLAUSE:

a) Duration of the service contract may be extended up to 1 year or 100% of contract value beyond the initial contract duration/value (subject to satisfactory performance) in one go or part thereof as per requirement.

b) 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 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

c) Successful bidder may be asked to work in any BA of Haryana BSNL (as per approved rates but the minimum wages will be as approved by the CLC of that area) under the jurisdiction of the CGMT Haryana Telecom Circle, Ambala Cantt within the agreement/extension work or period.

d) The BA head will be principal employer for deployment of Man service/labour and related works.

#### 2. Generic

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

#### 3. Generic

Actual delivery as per the scope of work under the Sonipat OA.

#### 4. Payment

a) PAYMENT OF WAGES: Successful bidder is required to pay wages of contracted staff deployed at buyer location first i.e. on their own and then submit the claim for payment from Buyer along with proof of payment i.e. all statutory documents like, EPF, ESIC etc. as well as the bank statement of payment done to staff.

b) The Contractor will make the payment to the labour concerned (deployed against the contract agreement of this tender) before 7th day of the following month.

c) The contractor shall submit the bill on monthly basis, one copy to be submitted in concerned BA/Vertical for verification and duplicate copies to AO (Claim) O/o CGMT, 107 The MALL Ambala Cantt-133001 for payment after satisfactory completion of work if required

or as per instructions issued by BSNL HQ like through newly implemented VIPA (Vendor Invoice Process Automation) system/platform along with Service completion certificate (SCC)

d) Payment will be made as per the fund availability from BSNL HQ, but the work will not be stopped by the contractor due to non-receipt of payment.

#### 5. Forms of EMD/Bid Security

The bidder shall furnish the bid EMD in one of the following ways (preferably through online): -Online payment / DD/BG valid for 210 days from date of opening of bids as per format attached as Annexure-XII

a) On-line payment shall be in Beneficiary name AO (Claim) BSNL, Account No. 01191132000917IFSC Code PUNB0001400 Bank Name Punjab National Bank, Branch address # 6148/6 Near Quality Hotel, Sadar Bazar, Ambala Cantt- 133001

b) Account Payee Demand Draft in favor of AO (Claim) O/o CGMT, BSNL Haryana Telecom Circle, 107, The Mall, Ambala Cantt" and payable at Ambala.

#### 6. Forms of PBG

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

#### 7. Certificates

a) Document required from bidder: As per Annexure-XV (Checklist for the Bidders) attached

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

Note: -Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in Annexure-XV

#### 8. CLARIFICATION OF BIDS

a) 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.

b) 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.

#### 9. SETOFF (RECOVERY OF SUM DUE/Penalty/Damage)

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

(ii) In the event of said security deposit being insufficient, the balance of total amount recoverable, as the case may be shall be deducted from any sum due to the successful bidder under this or any other contract with Bharat Sanchar Nigam Limited. Should this amount be insufficient to cover the said full amount recoverable, the successful bidder shall pay to Bharat Sanchar Nigam Limited on demand the balance amount, if any, due to Bharat Sanchar Nigam Limited within 30 days of the demand by BSNL.

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

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

(v) In case of any loss or theft of any material/equipment at site location, concerned person of bidder at site location is liable to lodge the DDR (Daily diary register) / FIR immediately for the same to Police Authority and get CSR from police authorities. Primary responsibility is of bidder. The concerned BSNL site in charge will extend the help.

## SECTION-I

### NIT Eligibility Criteria

I. The eligible bidders should be Indian companies, Firms and Individuals Experience of having successfully completed similar work (Housekeeping/Upkeeping/Security/OFC construction/ OFC Maintenance/Cluster CF A/Cluster CM, maintaining of positions & infra maintenance) 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. OR

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

II. 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. 2021-22, 2022-23, 2023-24) issued by Chartered Accountant or Duly audited Profit and Loss Statements for Last three years.

III. The bidders must be registered with the appropriate authority of EPF, ESI Deptt., and GST & should have Valid PAN no. Within India wherever its work is going on. However, the Agency/Contractor should provide a valid proof of its registration with EPF, ESI, Department.

IV. Scanned copy of undertaking to the effect that Labour license will be obtained from the concerned Chief Labour Commissioner (CLC) office & submitted within one month of receipt of applicable Form from the Principal employer.

V. The Micro & Small Enterprise (MSE) units registered with the National Small Industries Corporation/MSE

shall be exempted from submission of Bid Security (EMD) on production of valid certificate issued by NSIC/ MSME under the Ministry of Micro, Small & Medium Enterprises for similar works as mentioned in point I above. 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 above-mentioned benefits.

VI. Bidders from any part of the country are eligible for participation. The successful bidder has to establish its office/branch office in the Haryana State within a month after the award of APO and submit the proof. (Annexure XIV)

Note: -

1. All the documents submitted by the bidder should be self-attested.
2. The bidders participating in the said tender should ensure the compliance of the order issued vide F.No: 6/18/2019-PPD dated 23.07.2020 by Public Procurement Division, Department of Expenditure, Ministry of Finance, and its subsequent Clarifications. (pl refer <https://www.doe.gov.in/> for further details). An Undertaking in the format given at ANNEXURE-I on the Company's letter head shall be uploaded.
3. The successful bidders shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
4. If the certificates given by Bidder in the tender documents regarding their compliance with order stated in Note-2& Note-3 is found to be false at any later stage, this would be ground for immediate termination and further legal action in accordance with law.
5. Since the work is of top priority only contractors having sufficient resources to complete the work in time need to participate.
6. On successful completion of tender, 100% of work will be awarded successful L1 bidder.
7. If there are more than one tenderer at the same rates, the work will be awarded to the single bidder. L-1 vendor declaration method will be done by GeM Portal i.e. system selected only. No manual/external intervention is done from BSNL side in selection of L-1 vendor and both the parties has to accept the said L-1 system selected vendor.
8. 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 others conditions are also met.
9. Deleted
10. If Bank Guarantee is submitted against following securities: -
  - a. 2.5% EMD should be valid up to 210 days from the date of tender opening.
  - b. Performance Security Deposit (@ 5% of value of contract) valid up to expiry of warranty period i.e. 24 months from date of signing of agreement.
  - (i) Above bank guarantee is required as security held against BID placed by vendor and Performance of the vendor during the tender period.
  - (ii) Above Bank Guarantees should be compulsorily extended 21 days prior to its last date of expiry if communicated by BSNL on account of unsettled business or works. Failure to extend the same in 21 days advance will lead to encashment of Bank Guarantees in BSNL accounts and kept as security deposits up to due date as per tender document. No extended/new Bank Guarantees will be entertained during the last 21 days of its expiry or after.
  - (iii) Bank Guarantees will be released on fulfilment of its purpose as mentioned in Tender Document.
11. In case of any clause is not mentioned, prevailing BSNL/DOT/Govt guidelines will apply.



## SECTION-II

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

Intending bidders may download bid document 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 Documents to be submitted offline physically by non-MSE bidders:

(i) Bid Security (EMD): - The bid security is 2.5% of estimate cost. Signed copy of Bank Transaction details with UTR Number towards the successful-payment for EMD to BSNL in bank account of AO (Claim) O/o CGMT BSNL, Ambala Cantt. A/c 01191132000917 IFSC: PUNB0001400 or Original of DD/ Bank Guarantee

(ii) Proprietor certificate from the Proprietor of the firm that he is the sole Proprietor of the firm certificate is issued by the notary public on-judiciary stamp paper, in case of Proprietary firm or Authenticated copy of partnership deed in case of partnership firm as per Annexure-II.

Note: -

(a) Above documents shall be submitted by bidder on any date before or within 5 days of bid submission end date in a sealed envelope either in the tender box available in Room No.- 303 or through post to AGM (MM-I) Room No-303, O/o CGMT Haryana Telecom Circle, 107, The Mall, Mahatma Gandhi Marg, Ambala Cantt-133001 HARYANA.

(b) Deleted.

(c) If the above documents are not submitted/received physically as specified time mentioned above, then the tender bid (if already opened on basis of scanned copies uploaded in 1st electronic Envelop i.e. Techni

cal Envelop) shall be rejected.

(i) Envelope of Bid document should be super scribed as "The scope of work is to carry out the work House keeping/Sweeping/Cleaning/Dusting/Lifting & Disposal of Garbage /Filling of water containers etc. Sonipat OA".

(ii) Tender No. /Bid No. \_\_\_\_\_ and do not to be opened before \_\_: \_\_ AM dated \_\_\_\_\_. should be mentioned on the envelope containing above documents as specified.

2. Bidders are advised to complete all bidding procedure well before last date and time to avoid last hour hassles. BSNL or e-tendering successful bidder shall not be responsible for any failure to bid due to any circumstances.

3. Amendments(s) if any, to the tender document will be notified on the website GeM Portal. It is the responsibility of the bidder(s) to keep themselves updated of such amendments.

### SECTION-III

Documents to be submitted ONLINE (on GeM Portal) bidders

The bidder will have to upload the scanned copies of following documents/deposits with the Technical Bid. Any bid not accompanying the below mentioned documents/deposits will be liable to be rejected:

1) (a) Bid Security (EMD): - The bid security is 2.5% of estimate cost. Scanned copy of Bank Transaction details with UTR Number towards the successful e-payment for EMD to BSNL in bank account of AO (Claim) O/o CGMT BSNL, Ambala Cantt. A/c 01191132000917 IFSC: PUNB0001400 or Scanned copy of DD/ Bank Guarantee for Non-MSE bidder or Scanned copy of valid MSE Certificate & Udyam Registration certificate for Micro & Small Enterprise claiming exemptions from EMD broadly covering the tendered equipment/ services.

(b) If NSIC Holder is claiming exemption of Tender fee and/or Bid Security (EMD) then along with valid NSIC certificate,

2) All corrections and overwriting must be initialed with date by the bidder or his authorized representative

3) The self-attested copy of experience certificate issued by the competent authority as per NIT Eligibility Criteria.

i) Note: PO/Work order will not be considered as experience Certificate

4) The self-attested Copy of Turn over Certificate of last three years issued by Chartered Accountant or duly

y audited Profit and Loss Statements for Last three years as per NIT Eligibility Criteria.

5) The copy of PAN Card of the firm/proprietor & its Income Tax Return of last three financial years i.e. FY 2021-22, FY 2022-23 and FY 2023-24.

6) In case of company, the bidder must be a registered under Indian Companies Act, 1956 or 2013. Bidder must submit latest Certificate of Incorporation in case of company.

7) Authenticated copy of partnership deed in case of partnership firm

8) Articles of Associations duly registered with Registrar of Company, in case of Limited/Pvt. Limited Company.

9) Signed Annexure-I on company's letter head in compliance with Note 2,3 and 4 of SECTION-I

10) Proprietor certificate from the Proprietor of the firm that he is the sole Proprietor of the firm certificate issued by the notary public on-judiciary stamp paper, in case of Proprietary firm. As per annexure-II

11) A self-declaration by bidder that the bidder is not blacklisted/debarred by BSNL DOT/Govt/PSU/State Govt/GST or NSIC /MSME authorities, as on date of bidding (Annexure-II point no-2)

12) Self-attested copy of ESI registration certificate (wherever ESI is applicable), for other stations an undertaking to be given that medical insurance will be submitted within one month of signing the agreement as per Annexure-II

13) Self-attested copy of EPF Registration certificate under EPF act, 1952 duly self-attested

14) Bid Form, duly filled in, as per Annexure-III.

15) Bidder's profile duly filled in, as per Annexure-IV.

16) Scanned Copy of "Power of Attorney" duly attested by the Notary public in case any person (authorized representative) other than Owner/Partners of firm/Directors of Company has signed the tender document.

17) Scanned copy of an undertaking to the effect that Labour license will be obtained from the concerned CLC office & submitted within one month of receipt of applicable Form from the Principal employer.

18) Scanned 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-V

19) The self-attested copy of Valid GST Registration Certificate in name of the Firm/Proprietor.

20) TENDER Terms & Conditions ACCEPTANCE LETTER as per Annexure-VI

21) 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 shall not be older than One year from the date of issue of NIT (Annexure-VII).

22) BID Security Declaration (Annexure-VIII).

23) Authorized Signatory Details (Name: \_\_, Designation \_\_, Email: \_\_, Mobile no. \_\_, Specimen Signature \_\_.)

24) Declaration by bidder to establish its office/branch office in the Haryana State within a month after the award of APO and submit the proof. (Annexure XIV)

25) Checklist for the Bidders: As per Annexure-XV attached

#### SECTION-IV

##### User Added Special Terms and Condition

(i) All required Annexure should be on letter-head of bidder's firm or company except Annexure -II to be submitted as Affidavit.

(ii) Bidder can be called upon to submit any of the above documents physically (hard copy) for clarification during any stage of tendering process or during the period of contract.

The onus of genuineness of the documents submitted to meet the eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments, GST etc. or submitted as supporting documents with the bid to meet other terms & conditions of the tender lies with the bidder. Submission of any forged/fake document during the tendering process or any document found forged/fake during the period of contract may invite stringent action against the concerned vendor as per BSNL's applicable rules such as rejection of bid of the vendor or even cancellation of contract.

(iii) Evaluation and comparison of substantially responsive bids: -

As per GEM General Terms and Conditions (GTC)

(iv) Purchaser's right to accept any bid and to reject any or all bids: -

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

b. The Purchaser reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered into with the Purchaser.

(v) Duration of Contract: -The duration of the contract will be one year from the date of award of the contract. Duration of the service contract may be extended up to 1 year or 100% of contract value beyond the i

initial contract duration/ value (subject to satisfactory performance) in one go or part thereof as per requirement.

#### User Added Special Terms and Condition

##### PART-A

- a. The BSNL will not in any case be liable for providing employment or other facilities as given to the BSNL employees to the workmen of contractor at any time. The contractor would comply with all the clauses of various labour Laws, rules, orders and notifications issued whether by Central or State Govt. Or Local Authorities as applicable to him or to this contract from time to time, Minimum wages Act and workmen compensation Act as amended from time to time.
- b. The payment of wages to the workers is to be made by the contractor Online/RTGS only. Proof/Certificate regarding the same is to be submitted by the contractor along with the bills.
- c. The workmen engaged for executing the works is purely the responsibility of the contractor and they will not have any claim / liability on BSNL and the workmen so engaged shall not claim regularization from BSNL.
- d. The BSNL will not be responsible for any accident or any mis-happening during the execution of work. The compensation to the workers if any will have to be paid by contractors.
- e. If any worker of the successful bidder indulges in any unlawful activity or causes any loss / damages to the company's belonging, the amount of loss caused by the workers shall be recovered from the Bill / Security of successful bidder.
- f. Timely availability of all the workmen, material and machinery at the building/premises shall be the sole responsibility of the contractor and in the event of his/her failure to do so, BSNL reserves the right to get it done by its own ways, and expenditure incurred shall be deducted from the payments due to the contractor along with penalty as deemed fit by BSNL authorities.
- g. The contractor shall take all necessary steps to ensure that due to housekeeping work, official work and beneficiaries are not put to inconvenience during office timings and there is no safety hazard/any other hazard at the workplace.
- h. The contractor shall maintain all records /registers required to be maintained by him under various labour laws and produce the same before the Statutory Authorities when required.
- i. The contractor shall also submit periodical reports/returns to the various statutory authorities.
- j. The work should not be subcontracted.
- k. The contractor shall deploy adequate number of persons for execution of the work undertaken on contract regulating their working hours and weekly off within the statutory limits.
- l. Contractor shall provide proper identification cards to his employees to be deputed by him for work, duly signed by the contractor or authorized person on behalf of contractor.
- m. The workers deployed by the contractor for the service shall meet the following requirements:

- o Should be adult and medically fit.
- o Should maintain good conduct and discipline.
- n. It is mandatory for the contractor for giving replacement in the event of absence of any Housekeeper.
- o. It will be obligatory on part of the contractor to appoint authorized person who will monitor the work of the man services deployed for this service from time to time and visit each premises /unit involved at least once in a fortnight to have meeting with the AGM/Designated officer-in-charge concerned, for redressal of the complaints if any, in this regard. Further the authorized person so appointed should always be available on his mobile number got noted with the AGM/Designated officer-in-charge of the premises/unit concerned.

#### User Added Special Terms and Condition

#### PART-B (i)

1. Incomplete tender and tender received without Bid Security (in original) will be straightway rejected. No interest will be paid on security deposit. If any bidder withdraws its tender offer before the final acceptance of the tender, it will be suspended/debarred/banned for one year, same as specified for MSE bidder; for bidding in all BSNL tenders.
2. Conditional tenders which propose any alterations in specified items or in the item Schedule or which contain any other condition of any sort shall be summarily rejected.
3. The Bidder should specify whether they are signing as: -
  - a. Sole Proprietor
  - b. Partner
  - c. Under power of attorney
4. Director or Secretary or in any other capacity whatsoever. Copies of documents of authorizing the bidder for signing the Tender on behalf of such companies/firms, proof should be attached with the tender.
5. The bidder should also sign the terms and conditions on Tender form in token of having accepted all the terms and conditions of the tender form. Cutting/Overwriting, if any in the Tender offer should be avoided & if any to be signed by the Bidder.
6. Any ambiguity in rates, delivery terms, specification of work etc. will make the offer invalid.
7. BSNL reserves the right to offer a reasonable rate to the lowest bidder in case BSNL finds the rates quoted to be too high.
8. AWARD OF CONTRACT & DISTRIBUTION OF WORK:
  - (i) Technically Qualified/Eligible bidders shall be evaluated on the basis rates quoted by them in Financial Bid (Price breakup sheet) of this tender document.
  - (ii) Bidder quoting lowest rates will be declared as L1.
  - (iii) On finalization of tender, work will be awarded to L1 bidder.

(iv) If there are more than one tenderer at the same rates, the work will be awarded to the single vendor. L-1 vendor declaration method will be done by GeM Portal i.e. system selected only. No manual/external intervention is done from BSNL side in selection of L-1 vendor and both the parties have to accept the said L-1 system selected vendor.

(v) The BSNL shall consider award of contract only to L-1 system selected bidder whose offers have been found technically, commercially and financially acceptable.

9. The security deposited with the BSNL by the contractor will be released after six months from the date of satisfactory completion of work by the contractor and further fulfillment of conditions as indicated in clause-39. No interest will be paid on the Security Deposit or any other amount due to the contractor.

10. Duration of Contract: -

(i) BSNL reserves the right to increase/decrease the work in the tender form without any change in the rates and terms & conditions of the contract. The duration of the contract will be one year from the date of award of the contract. Duration of the service contract may be extended up to 1 year or 100% of contract value beyond the initial contract duration/ value (subject to satisfactory performance) in one go or part thereof as per requirement.

(ii) The Bank Guarantee will have to be extended in case of extension of agreement.

(iii) Successful bidder may be asked to work in any BA of Haryana BSNL under the jurisdiction of the CGMT Haryana Telecom Circle, Ambala within the agreement/extension work or period

11. Prices: -

a. The monthly cost mentioned in the Financial Bid Form/Price schedule of Rates includes all the taxes excluding GST.

b. Charges for extra hours will be paid only for maintaining the Transmission/OFC routes (Rates to be quoted in the BoQ by the bidder) maximum up to 50 Hrs per month in each OA/25 Hrs per Month in each of Zone BA)

c. Notwithstanding anything else herein stated the contractor shall furnish and pay for all supervision, labour, tools supplies, construction, equipment and consumable materials including anything else as may be necessary for performance of work and the cost of those shall be included in the rates quoted.

d). (I) The service charges of all three parts quoted by the L-1 bidder in BOQ/Price Break-up sheet shall remain fixed during the entire period of the contract. The service charges will be paid on prevailing wages rates for that month which are amended time to time through notifications by Central labour Depts.

(II) BSNL Haryana will follow a Central Minimum wage act (wage rates are amended time to time through notifications by Central labour Depts). The detail of wages (For Class -C City) as on date is as under pl

(i) No of days in a month = 26 Days

(ii) Basic daily wages exclusive of GST = Rs 541.00

(iii) EPF (EPF @ 3.67% + Employee Pension Scheme @8.33%) =Rs 64.92

(iv) EPF Admin Charges @ 1% = Rs 5.41

(v) ESI contribution @3.25% =Rs 17.5825

(vi) Total wages per day (ii+iii+iv+v) =Rs 628.9125

(vii) Total monthly wages exclusive of GST (vi X 26) = Rs 16351.73

\*The minimum rates of daily wages exclusive of GST (basic rates and variable Dearness Allowance) payable w.e.f 01-04-2025 has been taken from CLC (C) letter no F.No. 1/6(3)/2025-LS-II dated 28/03/25

(III). The other Statutory & Regulation charges if any as shown above will be borne by the contractor.

(IV). A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

e. Discount, if any, offered by the bidders shall not be considered. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.

f. deleted

g. deleted

h. 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 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

i. No extra payment and any type of conveyance will be provided by the BSNL to the person deployed to attend the fault.

j. For changes in taxes/ duties during the scheduled service delivery period, the unit price shall be regulated as under:

i. Prices will be fixed at the time of issue of advance purchase order as per taxes and statutory duties applicable at that time

ii. In case of reduction of taxes and other statutory duties during the scheduled service delivery period, BSNL shall take the benefit of decrease in these taxes/ duties for the services provided from the date of enactment of revised duties/taxes.

iii. In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/ taxes for the services, to be made during the remaining delivery period as per terms and conditions of the purchase order.

#### PART-B (ii)

1. Changes in Advance Purchase Order: The purchaser may, at any time, by a written order given to the contractor, make changes within the general scope of the contract in any one or more of the following

a. The place of services to be provided.

b. The services to be provided by the contractor.

2. Security Deposit: The successful bidder will be required to deposit a Performance Security amount of 5 % of the Contracted value of the work by a Bank Guarantee issued by Nationalized Bank (As per Annexure-XI) valid for a period of 24 months from the date of commencement of Tender or Six months after the expiry of Tender whichever is later, before entering into the agreement within Fifteen (15) days of issuing a letter of acceptance of tender/APO.

3. Signing of Agreement:

(i) Successful bidder after depositing security deposit (PBG) shall be required to sign a contract Agreement on a judicial stamp paper of Rs.100/- (Rs. One Hundred only) on his own cost and in the form annexed hereto (Annexure-IX). If the successful bidder fails to sign the contract agreement within fifteen days of being called upon to do so after acceptance of tender or in the event of failure to start the work as stipulated, it will be suspended/debarred/banned for one year, same as specified for MSE bidder; for bidding in all BSNL tenders.

(ii) AGM (MM) O/o CGMT Haryana circle, Ambala Cantt-133001, shall sign the contract on behalf of BSNL & he/she shall represent the BSNL with reference to contract.

4. Work order/PO: -

(i) That the contractor will commence the work only within a week (7 days) after issue of work order/PO. This work order/PO will contain detail of the work such as Station, Site and Time frame for the commencement



nt of the work etc.

(ii) That if the contractor fails to commence the work within the time frame as mentioned in the work order /PO or within the time extension if so, permitted by the BSNL in writing and which in the opinion of the BSNL is necessary due to unforeseen circumstances or any other justified reasons, the contractor shall be liable to pay the liquidated Damage (LD) charges. The execution of the work will normally be done as per specifications to this agreement, however at the time of actual execution, if the situation demands some deviation in the work execution (mode of work), the work has to be carried out by the contractor as per the directives of the site-in-charge without any extra payment. Such contingency shall be deemed to have been provided for in the rate quoted and as agreed above.

#### 5. Material: -

(i) All the material required for cleanliness i.e. naphthalene ball, Harpic, liquid phenyl, bamboo sticks, TAT/ Duster-cloth for cleaning of floors and dusting purpose etc. will be supplied by the Successful bidder.

(ii) The contractor shall make his own arrangement in the concerned unit to keep the material to be used for cleanliness work.

(iii) The BSNL will not be responsible for the supply of any material and will not be liable to the contractor for any losses or damages, costs, charges or expenses that he may in any way sustain/suffer due to any reason. In other words, no other payment for whatsoever reasons will be paid to the contractor other than agreed in legal agreement.

(iv) In case of loss of any material supplied to the contractor for execution of work, the contractor shall pay the cost of material lost or substitute the same at his cost. Alternately the same will be adjusted against the amount due to be paid to the contractor by the BSNL and/or security Deposit, after satisfactory completion of the work the contractor shall return all the balance materials issued to him/ her by the Department at place told at his own cost.

#### 6. Insurance: -

(i) Without limiting any of the contractor's obligations or liabilities the contractor shall at his own expenses, take and keep comprehensive insurance including third party risk for the machine material etc. brought to the site and for all the work during the execution. The contractor shall also take out workman's Compensation Insurance as required by the Law and undertake to indemnify and keep indemnified the Government from and against all manners of claims and demands and losses and damages and cost charges and expenses that may arise in regard to the same or the Govt. may suffer or incur with respect to and or incidental to the same.

(ii) It will entirely be the responsibility of the contractor to take any type of insurance for the safe guard of the deployed Man service/material being used. BSNL has no liability in case of accident, misplace/damage on or beyond its premises.

#### 7. Control of Personnel: -

(i) The control of the person deputed will be the entire responsibility of the contractor, however, the persons deputed by the contractor will also take instructions from their respective in-charge of building and will be bound to perform the work assigned. Any denial to perform the work assigned will be considered loss of service and the payment to the bidder will be reduced proportionately for the period till the work remains undone.

(ii) The contractor shall provide the man services to be used for providing the services. The contractor shall be responsible for providing all statutory benefits to the personnel employed by him including off day after 6-day work and National holidays. EPF, ESI etc. And the documentary proof of the same have to be provided on or before next month's Bill.

(iii) For proper cleanliness of all work/items, the services of the workers deployed by the contractor are to be utilized under the instructions of concerned Unit In-charge during the office hours.

#### 8. Change of personnel:

(i) All persons deputed by the contractor should carry a letter of authority/ID Card by the contractor and the contractor must certify his/her credentials. The contractor should avoid frequent changes of the persons deputed. However, in case the BSNL desires change of persons, then the contractor will have to comply with such an order without any question asked. The BSNL may not allow any person deputed by the contractor in which case the contractor is bound to make alternative arrangement to the satisfaction of the BSNL.

(ii) The contractor shall be bound to replace any man services within a week whose work and Conduct is not found satisfactory by the unit in-charge.

(iii) The contractor will be responsible good conduct and satisfactory antecedent of the man services employed by him for the service of housekeeping of the buildings.

#### 9. SAFETY CODE: -

(i) All necessary personal safety equipment and accessories as considered adequate by the Purchaser or its nominee should be kept available for the use of persons employed on the site and maintained in condition suitable for immediate use, and the contractor(s) should take adequate steps of ensuring proper use of equipment by those concerned.

(ii) Any other accessories needed for protection during work execution should be arranged by the contractor.

(iii) The Contractor(s) shall not employ persons below the age of 18 years. Only men/women between the age of 18-56 years shall be employed.

(iv) To ensure effective enforcement of the Rules and Regulations relating to safety precautions, the arrangements made by the Contractor(s) shall be open to inspection by the Labour Officer or by the Purchaser or by its Nominee or representatives.

(v) Not with-standing the above clauses there are nothing in these to exempt the Contractor(s) from the operations of any other Act or Rules in force in the Republic of India.

10. The contractor will be responsible for safety and security of the property of the BSNL as specified. Any loss of the property due to negligence of contractor will be the responsibility of the contractor & will have to be compensated. In case the contractor does not compensate for the losses, the BSNL will be at the liberty to compensate for the loss incurred in the manner most suitable to the BSNL.

11. The contractor shall be fully responsible for taking all possible safety precautions during preparation for and actual performance of the works and for keeping the working site in reasonable safe condition. The contractor shall protect all life and property from damage or losses resulting from his/her operations and shall minimize the disturbance and inconvenience to public.

12. During the performance of the work the contractor shall at his own cost initiative fully comply with all applicable loss of the land and with any and all applicable by loss "Rules" Regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the "Government agency or Deptt." Municipal Board "Government or other regulatory or authorized body of persons and shall provide all certificates of compliance there with as may be required by such applicable laws. "By laws, rules regulations" order and/or provisions Contractor suit "losses and damage" claims and demands and cost between attorney and client (charges and expenses) whatsoever arising out of occasioned indirectly or directly by failure of the Contractor to make full and proper compliance with the said laws, By laws, Rules Regulations, order and provision as aforesaid.

#### 13. LABOUR CONDITIONS: -

(i) The successful contractor of this tender will have to submit a copy of labour license issued by the Regional Labour Commissioner (Central).

(ii) The Contractor(s) should keep the list of workers being engaged on the work with their full postal address and specimen signatures. Every day, attendance should be taken by the contractor/ In-charge of the work and no unauthorized persons should be allowed to attend the work.

(iii) Contractor(s) should take all necessary precautions for the safety of the persons and other properties.

(iv) Engaging child labour (below the age of 18) is strictly prohibited.

(v) The wages of labour should be as per Minimum Wage Act 1948

(vi) It will be the responsibility of the contractor/Agency to make available all the facilities to the persons engaged by him as envisaged in the applicable Labour laws.

Statutory & Regulation Clauses:

(i) The contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund & Miscellaneous Act, 1952, Employees' Pension Scheme, 1995, ESI Act 1948, Contract Labour (Regulation and Abolition) Act, 1970, Minimum Wages Act 1948, Payment of Wages Act 1936, Workmen's Compensation Act 1923, Works Contract Act, 1999 and other relevant Acts, Rules and Regulations in force and as amended from time to time and are in force in the State where the subject work under this Contract are executed as applicable in accordance with prevailing laws, rules & regulations, if applicable.

(ii) The engagement and employment of labour and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. BSNL may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor as and when required.

(iii) In case of non-compliance of labour laws, BSNL Haryana reserves right to recover all the dues from the contractor.

14. Contractor will follow a Central Minimum wage act (wage rates are amended time to time through notifications by central labour Depts. and any variation in wage rates to be implemented by contractor)

15. All the statutory liabilities of State / Central Government regarding labour laws must be strictly adhered to as per Govt. policies etc.

16. The garbage collections during cleaning operation should be removed out of the building and disposed off in accordance with the Municipal Committee instructions/Cantonment board.

17. Invoice: -

(i) The contractor shall submit the bill on monthly basis, one copy to be submitted in concerned BA/Vertical for verification and duplicate copies to AO (Claim) O/o CGMT, 107 The MALL Ambala Cantt-133001 for payment after satisfactory completion of work if required or as per instructions issued by BSNL HQ like through newly implemented VIPA (Vendor Invoice Process Automation) system/platform along with Service completion certificate (SCC)

(ii) Online mode/ RTGS for the amount admissible will be issued by the paying authority The AO (Claim) % CGMT CO HR, Ambala, after the contractor gives a pre-receipted bill along with the undertaking of statutory compliances as per applicable laws/acts etc.

(iii) The invoices shall be printed with the details of PAN No., GSTIN, Invoice number and RTGS No. etc.

(iv) Goods and Services Tax (GST) deposit particulars of preceding month must be attached with the bill of the succeeding month

(v) It shall be the responsibility of the successful bidder/supplier to mention State of place of supply of goods/services in the invoice issued to BSNL.

(vi) Where the location agreed are more than one state, then separate invoice state wise to claim input tax credit in a particular state shall have to be submitted.

18. GST Invoice: -

(i) All the details of Successful bidder firm (name, address, GSTIN/unregistered supplier, place of supply, SAC/HSN code etc.) and other mandatory details shall be mentioned on the invoice.

(ii) Invoice/Supplementary invoice need to be issued in compliant format and timely within the time prescribed under GST law.

(iii) It would be the responsibility of the Contractor/supplier/Successful bidder to declare correct information on invoice and GSTIN viz. the amount, the place of supply of services, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the successful bidder, the same would be recovered by BSNL from the successful bidder/Contractor.

(iv) Registered location of the both the parties i.e. BSNL and supplier should be mentioned in the agreement with GSTIN No.

(v) BSNL could at any time instruct the successful bidder/supplier to raise its invoices at a particular location of BSNL

(vi) Successful bidder/Supplier shall be responsible for timely issuance and delivery of invoice to enable BS

NL to claim tax benefit on or before the stipulated time period provided by the GST law. It is the responsibility of the successful bidder / supplier to ensure that GST return would be filed correctly. If not, then cost would be borne by Successful bidder/supplier. In case of mismatch because of successful bidder's fault, prompt amendments must be made by the successful bidder else successful bidder would be required to indemnify BSNL of the loss of credit due to mismatch. The compliances to be adhered by successful bidder include (but are not limited to) the following: -

- a) Uploading appropriate invoice details on the GSTN within the stipulated time;
- b) Issuing GST compliant invoice .PO issued by BSNL should be referred by successful bidder for capturing information on the invoice.
- c) Successful bidder needs to pay the entire self-assessed tax on timely basis.
- d) Successful bidder to issue all necessary documentation and perform all necessary compliances for BSNL to be eligible to claim the input tax credit of GST tax to them. In case BSNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the supplier would be recovered from the supplier.
- e) A self-declaration along with evidence that the bidder is not blacklisted by GST authorities. In case bidder/successful bidder gets black listed during the tenure of BSNL contract, then successful bidder/bidder must indemnify BSNL to ensure that no loss of input tax credit is borne by BSNL due to default of supplier.
- f) Anti Profiteering: As per GST requirement, GST may result in reduction in tax cost of business operations . Any benefit of reduction in prices will be passed on to the BSNL by way of commensurate reduction in prices.

#### 19. PAYMENT TERMS: -

- (i) No advance payment will be made. Contractor is required to submit bills at the end of every month. The bills will be submitted for payment (in Triplicate) by the contractor on monthly basis to AO(Claim) O/o CG MT BSNL, Haryana Circle office, Ambala and one copy to AGM(Plg.) office of concerned BA or as per instructions issued by BSNL HQ like through newly implemented VIPA (Vendor Invoice Process Automation) system/platform along with Service completion certificate (SCC). The following documents /certificates must be submitted along with every bill:
- (ii) Work done satisfactory certificate from the in-charge of the unit concerned.
- (iii) Proof/ Certificate/ECR of deposit of all mandatory/statutory levies like EPF/ESI etc. (with a list of individual names and amount deposited in their accounts). EPF/ESI obligation shall be borne by the contractor for all types of services, be it 8 Hrs or 2Hrs.
- (iv) Proof/Certificate of Online/RTGS payment to his personnel for the services completed during the previous month.
- (v) Income Tax or any other tax at the prevailing rates will be deducted from the bill of the contractor. Any other statutory Tax or levies introduced by the Haryana /Govt. of India shall be borne by the contractor.
- (vi) Certificate regarding compliance of labour laws and minimum wages act.
- (vii) Also, the bidder shall maintain a register to show the workmen employed and a register of payment of wages etc. in the prescribed formats and shall submit the same along with the bills for payment from BSNL to comply with Contract Labour (Regulation & Abolition) Act 1970 & this should be preserved & be made available when asked for/when required to be produced before any tribunal/court.
- (viii) Any delay in submission bills or any short of document required with the bills will be the responsibility of vendor and such type of delay will be counted on the part of the vendor/supplier.
- (ix) Any loss due to delay submission of bills or any short of document required with the bills will be recovered from vendor/supplier.

20. AGM/AD/Designated officer-in-charge of the building/premises concerned will be responsible for verification of bills.

#### Note:

- (i) If the successful bidder fails to furnish necessary details of GSTN as required, the amount pertaining to s

uch duties/taxes will be deducted from the payment due to the successful bidder, if required.

(ii) TDS/TCS shall be deducted at the prescribed rate, if any.

(iii) BSNL can adjust/forfeit bank guarantee obtained from the successful bidder against any loss of input tax credit to BSNL on account of successful bidder's default.

(iv) In-case BSNL has to pay GST on reverse charge basis, the successful bidder will not charge GST in its invoices. Further, the successful bidder undertakes to comply with the provisions of GST law as may be applicable.

(v) The services provided shall be verified by concerned SDE & DET/AGM in accordance with the EPF/ESI ECR challan provided by the contractor before forwarding bills to AO(Claim) O/o CGMT BSNL, Haryana Circle office, Ambala. The Accounts Officer shall verify through the EPF website regarding the remittances of the EPF by the contractor before actual payment is made to the contractor.

21. In case contractor is unable to provide the details of the EPF/ESI remittances within 60 days, BSNL Haryana, Ambala reserves the right to terminate the contract and forfeit the security deposit.

22. BSNL will not be concerned about the duty management of the person engaged by the bidder. Any lapse on this account will be considered 'loss of service' to the BSNL and the payment will be reduced proportionately.

23. It will entirely be the responsibility of the contractor to clear all dues of the agencies/personnel involved in the work. The payment to the agencies /personnel should be made by the successful contractor directly in their accounts as per the terms & conditions of the tender & proof of the same should be enclosed with the bills. In the event of non-compliance of any of the labour norms, if detected at any stage, the tender agreement if made will be straight way rejected / terminated as the case may be and the entire responsibility will lie on the contractor only.

24. Penalty Clause: -

(i) Penalty of Rs. 500/- per Day shall be imposed in addition to the non-payment of proportion work not done for the days concerned for not carrying out the services. In case of any complaint received regarding carrying out the service unsatisfactorily at any unit/premises, a penalty of Rs. 500/- per day per man service shall be imposed. Such amount is recoverable from the bills concerned or the SD/PBG concerned, as the case may be. The decision of BSNL in this regard shall be final and binding.

(ii) The Contractor will make the payment to the labour concerned (deployed against the contract agreement of this tender) before 7th day of the following month. In case of failure of Contractor to make timely payment to the labour concerned consecutively, BSNL reserves the right to take action against the Contractor as per clause 37 below.

(iii) In case the payment is not made to the contractor due to certain reason, the work against the contract agreement related to this tender will be carried out by the contractor as usual & in no case the payment to the labour deployed in this regard can be delayed.

(iv) In case of imposition of penalty, Penalty to be imposed by Claim Section, the decision of competent authority O/o CGMT BSNL, Circle Office Haryana, Ambala will be final.

(v) However, if LD clause is applicable, the amount will be reduced accordingly. Income Tax and Sales Tax as applicable at the time of payment will be deducted from the bill.

25. The BSNL shall not be responsible for any Injury/Temporary disability/Permanent disability/Death suffered by the worker of the contractor while performing his duty.

26. BSNL shall not in any way be liable to provide employment and other facilities to the Man services employed by the contractor.

27. The contractor shall receive all letters / work order/POs addressed to him by the concerned AGM(MM) O/o CGMT, BSNL Haryana, either in person or through any of his authorized agents failing which the letter will be posted to him. The BSNL shall not be responsible for non-receipt or late receipt of these letters. The contents of the letters shall be binding on the contractor as if it was received by the contractor on the date of posting. If there is any change in the address during the contract period, the same should be intimated to BSNL by registered post.

28. Subcontract: The contractor shall not assign, sub contract or subject the whole or any part of the works /service covered by the contract, under any circumstances.

29. The building and areas for cleanliness can be inspected and clarification if any may be obtained from the concerned officer in charge.

30. Purchaser shall have power to make any alterations in, omissions from, additions to or substitutions for, the original specifications and instructions, locations may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him/them in writing signed by the Purchaser. Such additions, omissions, alterations or substitutions shall not vitiate the Contract.

31. That the quality of the work should conform to the specifications as given by the Department included in tender document.

32. That the work will be carried out by the contractor under the supervision of the SDE/JTO of the BSNL in the capacity of site in-charge as specified in the work order/PO or any other officer subsequently intimated by the BSNL to ensure that the work done by the contractor conform to the specifications. The bill submitted by the contractor will be duly certified for its execution as per specifications by the site-in-charge before processing for payment.

33. The contractor shall not be entitled to any compensation whatsoever by reason of suspension of the whole or part of the work made necessary by the BSNL or deemed advisable on account of bad weather conditions or force major conditions.

34. If the contractor desires an extension of time for commencement of work on the ground of his having been unavoidably hindered in its execution or any other ground, he/she shall apply in writing to AGM (MM), Room No-303 O/o CGMT BSNL Haryana Ambala within 3 (three) days from the date of such hindrance on account of which he desires such extension of time as aforesaid. The PGM (CFA/MM) Circle Office Haryana, Ambala, in his opinion, (which shall be final) where exists reasonable ground, may grant such extension of time as may be deemed necessary or proper by him.

**35. CONTRACTOR CONDITIONS: -**

(i) The expression "works" or "work" where used in these conditions shall, unless there be something either in the subject or context repugnant to such constructions, be construed and taken to mean the works by the contract to be executed, whether temporary or permanent and whether original, altered, substituted or added.

(ii) All compensation or other sums of money payable by the Contractor(s) to BSNL under the terms of his/their contract may be deducted or paid by the sale of a sufficient part of his/their security deposit or from the interest arising there from, or from any sums which may be due or may become due to the contractors by BSNL on any account whatsoever, and in the event of his/their security deposit being reduced by reason of any such deduction or sale of aforesaid, the Contractor(s) shall within fifteen days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by the sale of his/their security or any part thereof.

36. That the contractor agrees to abide by all the clauses stipulated in the specification of the work, instruction to the bidder and other documents enclosed with the tender in question.

**37. Delays in the contractor's performance: -**

(a) Delay by the contractor in completion of works assigned, unable to mobilize the required man services to complete the works, delayed payments to labour concerned.

(b) Violation of any clause in this tender by the contractor, or

(c) If the quality of the work deteriorates or any kind of the defects develop within six months from the date of satisfactory compliance of the work, or

(d) If the quality of work is not found by the BSNL to be as per specifications (which will be final and conclusive), or

(e) If the work is delayed by the contractor beyond TWO weeks of the time limit specified in the work order/PO or beyond TWO weeks of the extension granted if any to the contractor to complete the work satisfactory, the BSNL may resort to any or all of the following measure: -

(i) The security Deposit may be forfeited.

(ii) The work order/PO may be terminated.

(iii) The agreement may be terminated

(iv) The contractor may be reminded to rectify the defects noticed within specified period without any extra payment to the satisfaction of the BSNL.

(v) The contractor may be (blacklisted).

(f) The BSNL may measure up the work done by the Contractor (which will be the final and conclusive) and take such part as shall non-executed of his hand and give it to another Contractor and get it departmentally and in case of defects discovered subsequently to have the defects removed by another contractor or get the work done departmentally. Any such expenses, which are incurred for the aforesaid reasons shall be borne on risk and cost of contractor and paid by the Contractor and may be deducted from any money due to the contractor by the BSNL under this contract or otherwise or from the security deposit.

However, before imposing any or all the above penalties, a show cause notice will be given to the contractor. If the contractor does not respond by the stipulated time as indicated in the show cause notice or his reply is not found satisfactory, the BSNL will be at liberty to impose any or all the above penalties.

38. In case of any clause is not mentioned, prevailing BSNL/DOT/Govt guidelines will apply.

39. These Security shall be refunded subject to following conditions: -

(i) No dues certificate from field offices.

(ii) Undertaking from the contractor that all the payments of the agencies/personnel involve in the work have been cleared and nothing is due on part of contractor against this work.

(iii) The security deposited with the BSNL by the contractor will be released after six months from the date of satisfactory completion of work by the contractor and further fulfillment of conditions as indicated in (i) & (ii) above. No interest will be paid on the Security Deposit or any other amount due to the contractor.

(iv) In case of failure to carry out the work after entering into the contract agreement up to the specified period, the security deposit will be forfeited. Other conditions of dealing with the security deposit will be given in the Agreement Bond.

40. Arbitration:

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

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

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

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

Claim amount (excluding claim for counter claim, if any) Number of 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 3rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.

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

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

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

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

I. 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 AMRCD as mentioned in DPE OM no. 4(1) 2013-DPE(GM)/FTS-1835 dt. 22.5.2018.

## II. APPLICABLE LAW AND JURISDICTION

(a) The supply order for Goods 'or' Services, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed.

(b) Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

### 41. COURT JURISDICTION: -

(i) Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.

(ii) Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ APO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ APO has been issued. Accordingly, a stipulation shall be made in the contract asunder.

"This Contract/APO is subject to jurisdiction of Court at Ambala only".

#### 42. FORCE MAJEURE: -

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

(ii) Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

#### 43. NEAR-RELATIONSHIP CERTIFICATE

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

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

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

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

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

\*Unit, shall be taken as following:

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

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

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

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

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.

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

43.3 The format of the certificate is given in ANNEXURE – V

NOTE: -

a) Annexure I to VIII, XII, XIV & XV to be attached with technical bid after duly completing them. comp

b) All required Annexure should be on letter-head of bidder's firm or company except Annexure -II to be submitted as Affidavit on stamp paper attested by Public Notary.

c) A soft copy of above-mentioned Annexure is attached with this bid document as Buyer uploaded ATC document.

#### ANNEXURE-I

(To be given on Bidder Company Letter Head)

Certificate from Bidder for compliance (to be uploaded)

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 i

s 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

3. Bidders are advised to upload the certificate duly signed by authorized person of the Bidder and duly stamped

ANNEXURE-II

(As Affidavit on stamp paper)

I, \_\_\_\_\_, S/o/D/o \_\_\_\_\_, resident of \_\_\_\_\_

\_\_\_\_\_ do hereby affirm and declare as under: -

1. That I am the \_owner/sole proprietor/partner/director/authorized signatory\_ of the firm/partnership firm/JV/ public/private company\_\_\_\_\_situated at \_\_\_\_\_.
2. That above firm/ company/JV/public/pvt. limited has not been blacklisted/debarred by BSNL/DOT/Govt/P  
SU/State Govt/GST or NSIC or MSME authorities, as on date of bidding.
3. That medical insurance/ESIC of staff deployed will be submitted within one month of signing of agreement as applicable.

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 – III

BID FORM

(To be given on Bidder Company Letter Head)

To

PGM(CFA/MM),

O/o CGMT, 107 The Mall

Ambala Cantt. HR-133001

Dated:- at

Dear Sir,

Having the conditions of contract and services for Housekeeping/Sweeping/Cleaning/Dusting/Lifting & Disposal of Garbage /Filling of water containers etc. Sonipat OA".

we, undersigned, offer to provide the same in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached here with and made part of this Bid.

We undertake, to enter in to agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc. and agreement will be binding on us.

1. If our Bid is accepted, we will obtain the DD/Bank guarantees of a scheduled Bank for a sum not exceeding 5% of the contract sum for the due performance of the contract.

2. We agree to abide by this Bid for a period of 180days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.

3. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

4. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.

5. We understand that you are not bound to accept the lowest or any bid, you receive.

Dated this..... Day of.....2024.

Signature of Authorized Signature .....In capacity of .....

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Address..... Signature

## ANNEXURE-IV

(To be given on Bidder Company Letter Head)

### BIDDER'S PROFILE

#### 1 BIDDER'S PROFILE

(Digital Signature Holder for online Submission of e-tender)

Self-attested Passport size photograph of the BIDDER/authorized signatory holding power of Attorney

i. Name of the BIDDER/ firm: -

(In case of Proprietary/ Partnership firms, the tender offer should be signed by the Proprietor/ Partner OR by any person authorized by him for this purpose having original power of attorney, as the case may be.)

ii. Name of person submitting the tender, whose Photograph is affixed: -

Shri/Smt.....

iii. Complete Postal Address of the firm:

iv. Telephone No. (With STD code): -

a) Office :

b) Email :

c) Mobile :

d) Residence :



v. Registration Particulars of the firm: -

a) Proprietorship:

b) Partnership :

c) Private Limited:

d) Public Limited:

(Please attach attested copies of documents of registration of your firm with the competent authority as required by business law)

vi. Name of Proprietor/ Partners/ Directors: -

Name of Person Working as

1

2

3

4

vii. BIDDER, s bank, its address and his current account number

a) BIDDER's bank

b) BIDDER's bank address

c) BIDDER's bank current account number

Viii. Permanent Income Tax account number Details: -

a) Permanent Income Tax account number:

b) Income Tax circle:

ix. GSTN Registration Number: -

2. Do you find any deficiency in tender document:-(Yes/No)

i. If yes, give details:

3. Details of DD/UTR No. for tender document cost:

Sr. No. Section Number Tender Document Cost                      Name of Bank DD No. & Date Amount in Rs.

1

2

3

4

5

I/We hereby declare that the information furnished above is true and correct.

Place:

Date:

Signature of BIDDER/Authorized signatory.....

Name of the BIDDER.....

Seal of the BIDDER

#### ANNEXURE – V

(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 - VI

(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: - Housekeeping/Sweeping/Cleaning/Dusting/Lifting & Disposal of Garbage /Filling of water containers etc. Sonipat OA".

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 therefor or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedies including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE - VII

Station:

Date:

Solvency Certificate

This is to state that to the best of our knowledge and information

M/s \_\_\_\_\_, a customer of our bank maintaining A/C No \_\_\_\_\_ is respectable and can be treated as good up to a sum of Rs \_\_\_\_\_ (Lakhs only).

It is clarified that this information is furnished without any risk and responsibility on any respect whatsoever more particularly either as a guarantor or otherwise.

This certificate is issued at the specific request of the customer.

Certificate No .....

Bank Name with seal

#### ANNEXURE - VIII

(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 ...

Annexure- IX

ON RS. 100/- STAMP PAPER  
PROFORMA FOR AGREEMENT

OFFICE OF THE CGMT BSNL, HARYANA CIRCLE, 107, THE MALL,  
AMBALA CANTT-133001, HARYANA

This contract is made between AGM(MM) O/o CGMT BSNL Haryana Circle, Ambala Cantt-133001 on the first part & M/S \_\_\_\_\_ Address \_\_\_\_\_ (here-in-after called as the contract or) party on the second part.

The period of contract shall be 12 months with effect from \_\_\_\_\_. In case the tender is further extended as per the terms & conditions of the tender; the contract shall remain valid till the expiry of the extended period of the tender on the same terms & conditions.

This contract is entered into by the BSNL with the contractor for (Name of Work):

The scope, terms & conditions/specification etc. of this contract will be as per original Bid document on G eM portal BID No. \_\_\_\_\_ & those modified by the BSNL from time to time. This Contract is subject to jurisdiction of Court at Ambala Cantt only.

Whereas the contractor has also furnished to the department a Bank Guarantee for Rs. .... (5 % of contracted value-security deposit) issued by Bank \_\_\_\_\_, as Security Money, both the parties do hereby agree to enter in to this agreement with the following details:

That the rates given in Price schedule for completion of work as per specifications to the entire satisfaction of the BSNL as decided by the tender in question are given as below.

The contract value is of Rs. \_\_ (Excluding GST). These rates as fixed above will remain fixed throughout the tendered period. The contract shall be subject to variation in requirement.

I assure that I shall undertake the said work as per the terms & conditions of contract during the tenure of the contract.

Witnesses-

Party on the first part

Signature

Name & Address

Asst. General Manager (MM)

Circle Office BSNL, Ambala Cantt-133001

Name & Address

Signature of the contractor with seal of the company

ANNEXURE – X

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on or before date of bid opening)

To

The PGM (CFA/MM) CO, Ambala

Bharat Sanchar Nigam Ltd.

Sub-Authorization for attending bid opening on.....(date) in the Tender of.....  
.....

Following person/representative is hereby authorized to attend the bid opening for the E-tender mentioned above on behalf of \_\_\_\_\_ (Bidder) in order of preference given below.

Order of Preference Name Specimen Signature

I.

Alternate Representative

II.

Signature of Bidder/Proprietor/Director

(With Stamp)



Note:

1. Only the bidder or the representative of bidder shall be permitted to attend bid opening. Alternate representative will be permitted when regular representative is not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case Authorization as prescribed above is not received.

Annexure-XI

Performance Guarantee

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

Dated:.....

Sub: Performance Guarantee.

Ref: BSNL Tender No. dated:-

1. Whereas, CGMT, Haryana Circle, 107, The Mall, Ambala-133001. (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 CGMT, Haryana circle, 107, The Mall, Ambala-133001. (Hereafter referred to as BSNL) 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:

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder

r 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.

3. 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.

4. 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.

5. 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 forebear 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.

6. Notwithstanding anything here in 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.

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.

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Claim), BSNL O/o CGMT Haryana Telecom Circle, 107, The Mall, Ambala Cantt " payable at Ambala."

8. 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 .....

Annexure-XII (PROFORMA)

For the BID SECURITY/ EMD Guarantee

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

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 CG MT BSNL Haryana Telecom circle, 107, The Mall, Ambala-133001 (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:

2. 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".

3. 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 and

er 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.

4. 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.

5. 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.

6. 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.

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Claim), BSNL O/o CGMT Haryana Telecom Circle, 107, The Mall, Ambala Cantt " payable at Ambala.

8. 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 .....

Annexure-XIII

Mandate Form /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 – XIV

(To be given on Bidder Company Letter Head)

Undertaking regarding the establishment of its office/branch office in the Haryana State

Tender Enquiry No. \_\_\_\_\_Dated \_\_\_\_\_

I hereby accept that If I/we i.e. .M/s \_\_\_\_\_ (here after referred to as “Bidder”) will establish its office/branch office in the Haryana State within a month after the award of APO and submit the proof .

(Signature of authorized signatory)

(Name of authorized signatory)

Seal of the bidder ...

#### ANNEXURE-XV

#### CHECKLIST FOR THE BIDDERS

Please ensure that all documents are fully authenticated by the Authorized Signatory with his signature with official seal, as per the eligible bidder's criteria. Offer is liable to be rejected, if enclosed documents are not authenticated.

GEM Bid:

Estimated cost:

Documents forming part of the bid: -

Sl.No.

DOCUMENTS Submitted / Not Submitted

(If Not Applicable, reason in brief)

1 Bid Security in the form of Online transaction/EMD/DD for /- valid up to 210 days from the date of tender opening. (as per clause-5 of User Specific Terms & conditions)

Or

A proof regarding valid registration with Micro & Small Enterprise (MSE) units registered with National Small Industries Corporation /MSE under the Ministry of Micro, Small & Medium Enterprise for the similar works as per NIT will have to be attached along with the bid.

2 Experience certificate issued by the competent authority as per NIT (Note: PO/Work order will not be considered as experience Certificate)

3 Scanned Copy of Turn Over Certificate of last three years (i.e. 2021-22, 2022-23, 2023-24) issued by Chartered Accountant or Duly audited Profit and Loss Statements for Last three years as per NIT.

4 PAN Card of the firm/proprietor

5 Income Tax Return of last three financial years (i.e. FY: 2021-22, 2022-23, 2023-24)

6 Bidder must submit latest Certificate of Incorporation in case of Company registered under Indian Companies Act, 1956 or 2013.

7 Authenticated copy of partnership deed in case of partnership firm

8 Articles of Association duly registered with Registrar of Company, in case of Limited/Pvt. Limited Company.

9 Signed Annexure-I on company's letter head in compliance with Note 2,3 and 4 of SECTION-I.

10 Proprietor certificate from the Proprietor, in case Proprietor firm (as per Annexure-II) issued by the notary public on-judiciary stamp paper

11 A self-declaration by bidder that the bidder is not blacklisted/debarred by BSNL/DOT/Govt/PSU/State Govt/GST or NSIC /MSME authorities, as on date of bidding as per Annexure-II

12 Self-attested copy of ESI registration certificate (wherever ESI is applicable), as per Annexure-II

13 EPF Registration certificate

14 Proof of Geographical presence of bidder in Haryana/Undertaking regarding the establishment of its office/branch office in the Haryana State within a month after the award of APO and submit the proof (as per Annexure XIV of Clause-24 of section-III)

15 Bid Form, duly filled in, as per Annexure-III.

16 Bidder's profile duly filled in, as per Annexure-IV.

17 Power of Attorney (in case any person (authorized representative) other than Owner/Partners of firm/Directors of Company has signed the tender document)

18 Undertaking that bidder will provide/submit valid labour license within one month from the concerned C LC/ labour department as per Clause IV section-I.

19 Valid GST Registration Certificate in name of the Firm/Proprietor (GSTN)

20 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-V

21 TENDER Terms & Conditions ACCEPTANCE LETTER as per Annexure-VI

22 Scanned copy of 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

e should be of Rs. 10 lakhs. The solvency certificate shall not be older than one year from the date of issue of NIT as per (Annexure-VII)

23 BID Security Declaration (Annexure-VIII)

24 Authorized Signatory Details (Name: \_\_, Designation \_\_, Email: \_\_, Mobile no. \_\_, Specimen Signature \_\_.)

25 Checklist for the Bidders: As per Annexure-XV attached

For and on behalf of M/s (Insert Name of Bidding Company)

.....

Signature and Name of the Authorized signatory of the Company rubber stamp/seal

Place:.....

Date:.....

.

### 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---**