

**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)  
**NATIONAL CENTER FOR NEXT GENERATION NETWORK**



**No. EOI/ NCNGN/ CDoT MAX NG Card Repair/ 2020-21/ 35 dated 11.09.2020**

**OFFICE OF CGM NCNGN CIRCLE,**

**Room No. 220, Eastern Court, Janpath,  
New Delhi – 110001**

PH. 011 –23326706

Visit us at: [www.ncngn.bsnl.co.in](http://www.ncngn.bsnl.co.in)

Email id – [ngnadm@gmail.com](mailto:ngnadm@gmail.com)

& [omncngn@gmail.com](mailto:omncngn@gmail.com)

**Empanelment of vendors for repairing of faulty cards of C-DOT MAX-NGN Equipment  
for all BSNL Territorial Circles**

1. **Subject:** Invitation of Expression of Interest (EOI) for empanelment of registered firms for repair of faulty cards of C-DOT MAX-NGN Equipment in all Territorial Circles of BSNL.

**2. Introduction**

- a) BSNL has migrated almost all the CDoT MAX technology Telephone exchanges to the IP based CDoT MAX-NGN technology and there is a need for repairing of faulty Cards of these migrated exchanges.
- b) In order to get the vendor/ bidders empanelled for the repairing of faulty cards of C-DOT MAX-NGN Equipment for all BSNL Territorial Circles, the vendor/ bidders will have to conduct the Proof of Concept (POC) for repairing of Cards of CDoT MAX NGN technology in any Telecom Circle of their choice.
- c) The empanelment will be valid for a period of 5 (five) years on pan-India basis.
- d) The vendor/ bidder who have already successfully completed the Proof of Concept (POC) for repairing of faulty cards of C-DOT MAX-NGN Equipment for BSNL, can participate in this EOI by applying with required documents, for empanelment for repairing of faulty cards of C-DOT MAX-NGN Equipment.
- e) BSNL empanelled vendor/ bidders will be asked to quote the prices for repair of all type of CDoT MAX NGN cards on pan India basis at a later stage through normal tendering process.

**Salient points regarding eligibility conditions, scope of work, empanelment process and terms and conditions are given below:**

**3. Eligibility Conditions**

The vendor/ bidders are required to meet the following criteria and submit documentary proof as under along with their response:

### **3.1 General**

- a) The vendor/ bidder should be a company registered & incorporated under the Indian Companies Act, 1956 or under Indian Companies Act, 2013 and having obtained clearance from Reserve Bank of India wherever applicable.(Copies of MOU, Article of Association, Certificate of incorporation to be submitted). The Limited Liability Partnership (LLP) and Partnership Firms are also allowed to participate.
- b) The vendor/ bidder should have well equipped Telecom/ Electronic equipment repair center in India to enable quicker card repairing works. ( A self-certificate is required to be submitted by bidder giving details of repair locations.)
- c) The Company and its parent or holding company or its Directors should not be black-listed in any part of the world.( A self-certificate is required to be submitted by bidder)

### **3.2 Financial**

- a) The bidder should have a valid GST registration certificate. (Copies of relevant tax/registration certificates to be submitted)
- b) The firm should have annual turnover of at least Rs.50,00,000 /- (Rupees Fifty lacs only) during any of last two financial years (i.e. any one out of F.Y. 2018-19, 2019-20) OR must have a minimum solvency of Rs. 25,00,000/- (Rupees Twenty five lacs only) during current year.  
Bidder should submit audited accounts or certificate from Chartered Accountant showing the turn-over of any of last two years (i.e. any one out of F.Y. 2018-19, 2019-20) OR a Solvency certificate for Rs.25,00,000/- (Rupees Twenty five lacs only) from any Nationalized/ Scheduled Bank.

### **3.3 Experience**

The eligible bidder should have the experience of repairing of at least 100 telecom equipment cards of at least 10 different types in any one of the last 3 (three) Years (i.e. F.Y. 2018-19, 2019-20 and 2020-21). Experience Certificate issued by DE/ AGM of BSNL or Manager level officer in other Telecom companies, in this regard to be submitted.

## **4. Scope of Work**

- a) The EOI is for conducting Proof of Concept for Repairing of Faulty Cards of C-DOT MAX-NGN Technology. BSNL will not supply any type of materials/ spares/drawings/schematics required for repairing of these cards.
- b) The empaneled vendor/ bidders shall be required to repair all type of faulty cards of C-DOT MAX-NGN Equipment in Territorial Circles of BSNL.
- c) The bidder should have a proper workshop/ repair center having sufficient quantity of spare parts, testing instruments and trained technical staff.
- d) Repair Contract covers repair of various cards of C-DOT MAX NGN Equipment such as NGTJ, SLML, MLS, EBM-16 and EBM-32 etc. The estimated quantities of each type

of card for repair will be communicated during Tendering process. The previous history of cards becoming faulty is as per the Table given below-

S.N.	Name of the Cards	Equipped Capacity	Annual Estimated % of Faulty cards
1.	NGTJ	31398	10
2.	EBM 16	4190	2
3.	EBM 32	1150	2
4.	SLML	5337	5
5.	MLS	5325	5

- e) The cost of spare parts against replacement of faulty parts is to be borne by the vendor/ bidder.
- f) No transportation facility will be given by BSNL, if equipment is required to be transported to service station. No traveling/ transport expense shall be payable to the vendor/ bidder.
- g) No tools/ materials/ spares will be supplied by the BSNL.
- h) Unrepaired cards returned by the vendor/ bidder should not have any visible physical damage & vendor/ bidder will not change the basic structure of the card.
- i) Vendor/ bidder will have to return all the cards given for repair for conducting the POC either repaired or without repair within the given time limit.

**5. Documents to be submitted offline with EOI (Self attested copy)**

The following documents are required to be submitted offline (by post or in person), to AGM (Admin), NCNGN, 2<sup>nd</sup> Floor, O/o CGM, NCNGN, BSNL, Room No. 220, Eastern Court, Janpath, New Delhi –110001, on or before the date & time of submission of EOI in a sealed envelope. The envelope shall bear the EOI number, Name of work and details of the vendor/ bidder.

- a) The Registration certificate of the firm (Copies of MOU, Article of Association, Certificate of incorporation to be submitted)
- b) Experience Certificate as per Clause 3.3 in the format attached
- c) Copy of PAN Card
- d) Copy of GST Registration Certificate
- e) Annual Turnover Certificate/ Solvency Certificate as per Clause 3.2
- f) Original DD/ Banker's cheque as POC Security fee for Rs. 1,00,000/- in the form of DD/ Banker's Cheque, drawn in favour of "BSNL Collection Account NCES Circle" payable at New Delhi. (refundability described under clause 10e)
- g) EOI Application as per format attached.(Annexure-1)
- h) Near Relations Certificate in the format attached. (Annexure-2)
- i) Authorization Certificate as per format attached (Annexure-3)
- j) Declaration as per Clause 9 (g).
- k) A declaration-certificate as per clause 3.1 b

- l) A declaration-certificate as per clause 3.1 c

**6. Procedure for deciding eligibility of the vendor/ bidder for conducting POC**

- a) The EOI application along with the required documents should be submitted offline by BIDDER duly signed by authorized signatory. This would also include a self-certification that the BIDDER meets the eligibility criterion listed for a BIDDER.
- b) The documents submitted by the vendor/ bidders will be scrutinized by the committee and thereafter correspondence for conducting the POC will be made with the eligible vendor/ bidders.
- c) The vendor/ bidder has to submit all the desired documents as mentioned in the EOI. The bid received with incomplete documents or without POC Security fee, will be summarily rejected.

**7. Procedure for conducting POC**

- a) The vendor/ bidders, declared eligible will have to collect faulty cards from the nearest Territorial Circle of BSNL or from the circle of their choice. The vendor/ bidder will repair the faulty cards and handover all the cards to BSNL along with the report, within 28 days of the date of issue of letter to eligible bidders.
- b) The Cards repaired in last 6 months satisfactorily will also be considered as POC, if BSNL Circle issues proper Certificate regarding this.
- c) The concerned circle will issue the POC certificate after checking the performance of the repaired cards, within 5 (five) days of receipt of the repaired cards from the vendor/ bidder.
- d) Vendor/ bidder will submit the POC certificate issued by the circle immediately on E-mail and hard copy to this office within 5 (five) days of receipt of the certificate.
- e) The vendor/ bidders have to collect the faulty cards and return the repaired cards to respective Circles at their own cost.
- f) All the cost related to conduct of POC will be borne by the vendor/ bidders.

**8. Procedure for empanelment**

- a) Only those vendor/ bidders who conduct the POC successfully shall be considered for empanelment.
- b) After receipt of the POC Certificate from the vendor/ bidders, the designated committee will evaluate the performance and empanel the vendor/ bidders.
- c) The Non-refundable Empanelment fee of Rs. 1,00,000 (One lacs only) will be taken from the vendor/ bidders eligible for empanelment.
- d) The empanelment agreement with the vendor/ bidder declared successful by the POC evaluation committee will be signed within **7 days** of intimation in this regard.

**9. Availability of EOI Document**

The EOI document shall be available for downloading from 16:00 Hrs. on 11/9/2020 upto 15:50 Hrs on 01/10/2020 from website <http://tender.bsnl.co.in> and <http://ncngn.bsnl.co.in>

a) **Date & Time of Submission of EOI bid by vendor/ bidder:** on or before **16:00 Hours of 01/10/2020.**

b) **Opening of EOI Bids:** At 15:00 Hours on dated 03/10/2020

**Note:** In case the date of submission and opening of bid is declared to be a holiday, the date of submission and opening of bid will get shifted automatically to the next working day at the same scheduled time. Any change in bid submission and opening date due to any other unavoidable reason will be intimated to all the bidders separately.

c) **Place of opening of EOI bids:**

Authorized representatives of bidders (i.e. vendor/ bidder organization) can attend the BID Opening Event (TOE) at the O/o CGM, NCNGN, BSNL, Room No. 220, 2<sup>nd</sup> Floor Eastern Court, Janpath, New Delhi – 110001”.

e) EOI bids received after due time & date will not be accepted.

f) Incomplete, ambiguous, Conditional, unsealed EOI bids are liable to be rejected.

g) “The Chief General Manager, NCNGN, New Delhi” reserves the right to accept or reject any or all EOI BIDs without assigning any reason.

h) The bidder shall furnish a declaration that no addition/ deletion/ corrections have been made in the downloaded EOI document being submitted and it is identical to the EOI document.

i) In case of any correction/ addition/ alteration/ omission in the EOI document, the EOI bid shall be treated as non-responsive and shall be rejected summarily.

**Note 1:** All the documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

**Note 2:** All computer-generated documents should be duly signed/ attested by the bidder/ vendor/ bidder/ organization.

#### **10. Agreement for empanelment of Vendor/ bidder.**

a) BSNL will sign a separate agreement in the below given format with the vendor/ bidder who has been declared successful by the POC evaluation committee.

b) The validity of such Agreement shall be **5 years** which may be extended or curtailed based on the performance of the individual vendor/ bidder. However performance will be reviewed every year.

c) This Agreement is non-exclusive and nothing in this Agreement will be construed to prevent either Party from entering into a similar Agreement with any other Party or to restrict such Party from directly engaging in related activities.

- d) The entire cost associated with setting up the VENDOR/ BIDDER infrastructure shall be borne by the VENDOR/ BIDDER.
- e) Empanelment Fee: The POC security fee i.e. Rs. 1,00,000/- (Rupees One lac only) will be converted into empanelment fee at the time of signing of Empanelment Agreement. For rest of the vendor/ bidders, the POC security fee will be refunded as per below given policy:
  - 1. The vendor/ bidders who are declared ineligible for POC by the EOI Bid Evaluation Committee.
  - 2. The vendor/ bidders who fail to complete the POC, the fee will be refunded on receipt of certificate from the concerned circle that all the cards given to the vendor/ bidder have been received in full quantity & without any damage.
  - 3. The vendor/ bidders who are declared ineligible for empanelment by the POC Evaluation committee.

#### **11. Terms and Conditions**

- a) Any qualifying company which is interested and meets the eligibility condition may submit its proposal offline, before closing date & time of EOI. BSNL further reserves the right of periodic review of the entire policy or any element thereof based on its business needs.
- b) This EOI should not be treated as a commercial tender document and VENDOR/ BIDDERS are advised not to offer any price or include any financial aspect with their response.
- c) This EOI does not constitute and will not be deemed to constitute any commitment or confirmation on part of BSNL for any empanelment or agreement with the VENDOR/ BIDDERS.
- d) The VENDOR/ BIDDER shall bear all cost associated with the preparation and submission of its response to this EOI including cost of repair of cards for POC. BSNL will in no case be responsible for these costs regardless of the conduct or outcome of the EOI process.
- e) Due diligence should be exercised while providing information against the EOI. Unnecessary or irrelevant information will not give any advantage to the VENDOR/ BIDDER. Only relevant and precise information should be provided. If any information provided by the VENDOR/ BIDDER is found to be incorrect at any stage it would render his or her bid liable for rejection.
- f) While this EOI has been prepared in good faith, neither BSNL nor its employees make any representation or warranty, express or implied or accept any responsibility or liability whatsoever in respect of any statement or omission herein or the accuracy, completeness or reliability of information and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this EOI even if any loss or damage is caused by any act or omission on their part.
- g) The application along with the required documents duly completed and signed by the authorized signatory of the VENDOR/ BIDDER should be submitted offline before the closing date and hours of EOI submission.
- h) In case of any dispute relating to this expression of interest / agreement, New Delhi court shall have the exclusive jurisdiction.

- i) Any enquiry or clarification related to this EOI can be made on e-mail id [omncngn@gmail.com](mailto:omncngn@gmail.com) or at the following address:

**AGM (Admin)**  
**NGNGN, Bharat Sanchar Nigam Limited**  
**Room no. 220, Eastern Court**  
**Janpath, New Delhi 11 00 01**  
**Contact No. 011-23766151**  
**(Between 10:30 Hrs to 17:00 Hrs on working days)**

**ANNEXURE - 1**  
**EOI APPLICATION**

**Expression of Interest for empanelment of VENDOR/ BIDDER for repairing of faulty  
cards of  
C-DOT MAX-NGN Equipment for all BSNL Territorial Circles**

**EOI No.** \_\_\_\_\_

**Letter of Application** (on Company's letter head)

**To,**  
CGM NGNGN,  
Room no. 220, Eastern Court  
Janpath, New Delhi - 11 00 01

**Sub:** Submission of Expression of Interest (Eoi) for repairing of faulty cards of C-DOT MAX-NGN Equipment for all BSNL Territorial Circles

Sir,

With reference to the above invitation for Expression of Interest (Eoi), we have examined and understood the instructions, terms and conditions provided in Eoi. We hereby enclose our Application as mentioned in Eoi along with all required documents.

We confirm that we agree with the instructions, terms and conditions clause by clause, provided in the Eoi document. The undersigned declares that the statements made and the information provided in the duly completed application are complete, true, and correct in very detail.

We also understand that BSNL is not bound to accept the offer either in part or in full. If BSNL rejects the offer in full or in part, it may do so without assigning any reasons thereof.

Yours faithfully,

Authorized Signatory  
(Name & Designation, seal of the firm)  
E-mail ID:  
Mobile no.:  
Alternate Contact No.:  
Date:  
Place:



**ANNEXURE - 2**

**NEAR RELATIONS CERTIFICATE**

EOI No. ....

(Format of the Certificate to be given by the vendor/ bidder in respect of status of employment of his/her near relation in BSNL)

The format of the certificate to be given is--

"I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the EOI document is/are employed in BSNL unit which has invited this tender. 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 vendor/ bidder

With date and seal

**Note:** -To be Submitted by all Directors individually.

Or

Bidder may submit details of the near relatives of Directors/ Proprietors/Partners working in the BSNL Unit inviting this tender.

**ANNEXURE - 3**

**Letter of Authorization.**

(To be typed preferably on letter head of the company)

**Subject: Authorization for signing the empanelment agreement.**

I/ We Mr./Ms. .... have participated in the EOI no. ....dated ./09/2020 ..... in respect of ..... (name of work) for which the empanelment agreement will be signed between BSNL and our company.

We hereby authorize Mr./Ms.....& Mr./Ms.....(alternative) whose signatures are attested below, to attend the bid opening for the EOI/ signing of empanelment agreement on our behalf.

.....

Signature of the Representative

.....

Name of the Representative

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

Signature of Bidder/ Officer authorized to sign on behalf of the Bidder

**ANNEXURE - 4**

**EXPERIENCE CERTIFICATE**

**To Whom so ever It May Concern**

Certified that M/s. \_\_\_\_\_ has successfully repaired  
\_\_\_\_\_ number of \_\_\_\_\_ (Name of card) of  
\_\_\_\_\_ (Name of telecom technology) for this organization since  
01.04.2018.

Name of Authorized Signatory  
Designation

Name of Organization with Seal

Place:

Date:

**ANNEXURE - 5**

**Empanelment Agreement**

Agreement with M/S \_\_\_\_\_ for offering VENDOR/ BIDDER services) for repairing of faulty cards of C-DOT MAX-NGN Equipment for all BSNL Territorial Circles/PAN India basis.

This agreement is signed on the date of \_\_\_\_\_ by and between BHARAT SANCHAR NIGAM LIMITED, a company registered under the Companies Act, 1956, having its registered office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi 110001 acting through the C.G.M. NGNGN, New Delhi 11 00 01 (herein after called BSNL which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) of the FIRST PARTY

AND

\_\_\_\_\_, a company registered under the Companies Act, 1956 or 2013, having its registered office at: \_\_\_\_\_ acting through \_\_\_\_\_, the authorized signatory (hereinafter called as VENDOR/ BIDDER) which expression shall unless repugnant to the context include its successors in business, administrators, liquidators and assigns of legal representatives) of the SECOND PARTY

WHEREAS

1. BSNL is a telecom service provider licensed to provide various kinds of telecom services within India
2. BSNL is desirous of empanelment of vendor/ bidders for repairing of faulty cards of C-DOT MAX-NGN Equipment for all BSNL Territorial Circles/PAN India basis.
3. The VENDOR/ BIDDER has met all the qualification criterion and is now hereby empanelled as a VENDOR/ BIDDER to BSNL. As a result, VENDOR/ BIDDER would sign an empanelment agreement with BSNL ahead of establishing a technical interconnect with BSNL.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. In consideration of the due observance and performance of all the terms and conditions mentioned in this agreement along with the EOI terms and conditions issued vide \_\_\_\_\_ which are part and parcel of this agreement
2. VENDOR/ BIDDER confirms the compliance to all the terms and conditions to the terms of the EOI throughout the course of the agreement and not just at the time of bidding. If VENDOR/ BIDDER is in breach of any the terms after the agreement is

signed, BSNL reserves the right to terminate the agreement and void the empanelment provided to the chosen VENDOR/ BIDDER.

3. This agreement shall be valid for a period of Five (5) years from the date of signing unless revoked earlier. Further extensions will be considered as per the provisions of VENDOR/ BIDDER EOI prevalent at that point in time
4. Both VENDOR/ BIDDER and BSNL hereby agree unequivocally and undertake to fully comply with all the terms and conditions stipulated in the agreement without any deviation or reservations of any kind unless mutually agreed between the parties at any given time
5. The laws of the land as promulgated/ modified/ amended or replaced from time to time shall govern the agreement.
6. This is a mutually non-exclusive agreement. Both the parties reserve their right to sign with more than one party at any given time
7. The agreement shall not be amended or modified or altered or changed in any form except in writing and duly executed by the authorized representative of each party
8. BSNL reserves the right to empanel any number of such VENDOR/ BIDDERS to provide such similar services from time to time in future without any restriction on the number or the nature of the VENDOR/ BIDDERS. VENDOR/ BIDDER shall have no objection whatsoever. VENDOR/ BIDDER agrees to adherence to this provision and the same as material obligation of this agreement
9. All the terms and conditions as mentioned in the EOI for vide number \_\_\_\_\_ dated \_\_\_\_\_ is valid and forms part of the agreement.

In witness whereof the parties hereto have caused this agreement to be executed through their respective authorized representatives on the date of \_\_\_\_\_

Signature  
On behalf of BSNL

Signature  
On behalf of VENDOR/ BIDDER

Name:  
Designation:  
Location:  
Date:

Name:  
Designation:  
Location:  
Date:

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In the presence of the following witnesses

Name:  
Occupation:  
Service:  
Address:  
Place:  
Date:

Name:  
Occupation:  
Service:  
Address:  
Place:  
Date:

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