

**BHARAT SANCHAR NIGAM LIMITED**  
(A Government of India Enterprise)  
O/o Pr. Chief Engineer (E), BSNL Electrical MH Zone, Gr. Floor, 'A' wing,  
BSNL Administrative Bldg., Juhu Road, Santacruz (W), Mumbai 400 054.

From:

**Executive Engineer (EP)**  
**O/o Pr. Chief Engineer (E),**  
**BSNL Electrical MH Zone,**  
**BSNL Administrative Bldg.,**  
**Juhu Road, Santacruz (W),**  
**Mumbai 400 054.**

To:

**Prospective Bidders**

.....

**Sub: Supply of Renewable Power through Green Energy Open Access at BSNL owned buildings.**

**Tender Enquiry / NIT No.: 1300/CEEM/2025-26/NIT/32 issued on 11.09.2025**

Please find enclosed the tender document in respect of the above-mentioned tender which contains the following.

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If interested, kindly submit your bid offers online on or before date & time specified in Clause 6 of detailed NIT.

**EE (EP)**  
**Email: [eeep.ceebnmbi@gmail.com](mailto:eeep.ceebnmbi@gmail.com)**

Regd. & Corporate Office: Bharat Sanchar Bhavan, H. C. Mathur lane, Janpath, New Delhi-110001 Corporate Identity Number (CIN): U74899DL2000GOI107739, [www.bsnl.co.in](http://www.bsnl.co.in).

## **SECTION – 1**

### **DETAILED NOTICE INVITING E-TENDER (DNIT)**

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

O/o Pr. Chief Engineer Engineer (E), BSNL Electrical MH Zone, Gr. Floor, 'A' wing,  
BSNL Administrative Bldg., Juhu Road, Santacruz (W), Mumbai 400 054.

On behalf of Chairman and Managing Director, Bharat Sanchar Nigam Limited (BSNL) digitally sealed e-Tenders, on rupee payment basis, are invited from interested bidders in Single Stage Bidding and two-stage Opening using two Electronic Envelopes (Techno-commercial bid & Financial bid) to participate in bidding process for selection of successful bidder for “**Supply of Renewable Power through Green Energy Open Access at BSNL’s own Buildings**” in the following buildings: -

Sl. No.	Name of Building	Assured Power per Month (Unit/kWh)	Estimated Work Value (Rs)	EMD/Bid Security (Rs)
1	Regional Telecom Training Center (RTTC), Chinchwad, Pune, Maharashtra	70,000	3,18,27,600	6,37,000
2	MHS, Telephone Exchange, Pune, Maharashtra	2,00,000	5,62,32,000	11,25,000

**Note-1:** Each bidder can participate for any number of buildings. **The evaluation of the Tender shall be done separately for each building on a discount percentage (%) on the DISCOM tariff basis.**

**Note 2:** The Assured power per month is estimated and BSNL reserves the right to vary the quantity to the extent of -25% to +25% of the specified quantity at the time of issue of APO without any change in unit price or other terms & conditions, which shall be binding unsuccessful bidders.

1. **Availability and Pricing of Tender Document:** Tender document can be obtained by downloading it from the BSNL website [www.bsnl.co.in](http://www.bsnl.co.in) following link for Tenders on BSNL portal with effect from **11.09.2025** onwards. For online bid submission etc., bidders have to mandatorily register (if not already registered) on the tender portal NICs e-tender system- (<https://etenders.gov.in/eprocure/app>) and follow all steps as per functionality of e-tender portal. **(Kindly refer Section 4 Part C of tender document for instructions on e-tendering)**

2.1 The bidders are required to submit Tender fee of **Rs.4000/-** plus 18% GST, **(Total of Rupees Four Thousand plus 18% GST only)** preferably through online payment mode as per the below mentioned Bank/Beneficiary Details. However, tender Fee may be submitted through DD/ Banker's cheque also. The tender fee is non-refundable. The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favor of “Accounts Officer (F&A) alias Accounts Officer (Cash), BSNL, Mumbai, payable at “Mumbai”. In case the bidder submits Demand draft as Tender Fee / Bid Security, the Name of the bidder shall be mentioned in the DD/ Banker's Cheque issued by Nationalized / Scheduled bank.

**BSNL Bank / Beneficiary Details for e-Payment transaction (Applicable both for Tender Fee / EMD):-**

**Beneficiary name:** Accounts Officer (F&A) alias  
Accounts Officer (Cash), BSNL, Mumbai

**Name of the Bank:** Bank of Baroda

**Bank branch:** Santacruz West, Mumbai Branch, Mumbai-400 054.

**IFSC Code:** BARB0SANWES (Fifth character is zero)

**Bank account no.** 04140200001296

**MICR Code:** 400012059

**Swift Code:** BARBINBBBAW.

**Note: The tender fee is non-refundable.**

- 2.2 MSE (Micro & Small Enterprise) bidders are exempted from payment of Tender Fee/Bid Security provided they submit current and valid Udyam Registration Certificate issued from the Ministry of MSME as **Independent power producer**. Udyam Registration Certificate must be current & valid to prove that they are either Micro or Small Enterprise on the date of opening of Technical bid part. If an exemption from tender fee/ EMD is claimed, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. These exemptions are not applicable for Medium Scale Units. In case of up gradation of Micro / Small Enterprise, the exemptions or relaxation shall be as per the latest guidelines issued by the Ministry of MSME for non-tax benefits in such cases. In case of a bid by a consortium, all the members of the consortium should be MSE to avail the exemption from payment of Tender Fee/Bid Security.
- 2.3 Declaration of Udyam Registration Number by MSE bidders on CPPP is mandatory, failing which such MSE bidders will not be able to enjoy benefits as per public procurement policy for MSEs order 2012 for Tenders invited electronically through CPPP and may not be included by e-tender system, towards the bidders eligible for e-reverse auction, if otherwise H-1 quoting bidders and, in such case, BSNL will not be responsible. An undertaking/self-declaration by bidder regarding submission / update of URN number on CPPP portal (etenders.gov.in) is to be uploaded online in bid. MSE bidders should also mention their social category (e.g., SC/ST/Women), if any.

**3. E-Tendering Process**

BSNL has decided to use the e-Tendering Process for inviting Bids for this Tender and thus the physical copy of the Tender would not be available for sale. The special instructions to Bidders for e-Tendering is provided in Section 4 – Part C of this Tender.

**4. Eligibility Criteria:** The bidder should meet the following eligibility requirements.

**4.1 General Qualification**

- 4.1.1. The Bidder must be Indian registered Companies under Indian Companies Act 1956/2013 or an LLP or a Firm registered under applicable Acts. Article of Association/ Memorandum of Association will need to be submitted.
- 4.1.2 Bidding through consortium is allowed. The bidder shortlisted and selected based on this NIT has to be an Independent Power Producer (IPP) Company or **Discom** registered under the Companies Act, 2013 or a Company having a Power Trading License.
- 4.1.3 Any foreign company cannot participate on a standalone basis or as a member of a consortium under this NIT.

- 4.1.4 The bidder must comply with the restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017. Any bidder / Consortium from a country which shares land border with India will be eligible to bid if the bidder is registered with the competent authority as specified in Annexure-I of O.M.No.7/10/2021-PPD (1) Dated 23.02.2023 from Department of Expenditure, Ministry of Finance. The bidders shall submit an undertaking as per Section-6(C) in this regard (For details OM bearing No. 7/10/2021-PPD (1) dated 23.02.2023 issued by Department of Expenditure Public Procurement Division may be referred).
- 4.1.5 The Bidder/Consortium partner should not be blacklisted / debarred by Ministry of Communication or by BSNL or debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries / Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE), MoF dated on 2nd Nov 2021, as on Bid submission date. A self-declaration by the bidder shall be submitted to above effect.
- 4.1.6 The Bidder must have a valid PAN & valid registration under the GST Act and shall submit a copy of the same with the bid. In case of multiple GST numbers, all the numbers can be provided as annexure. If the bidder is not registered with GST authority at the time of bid submission, then he shall have to submit GST registration at the time of award of work / LOI / signing of contract, if declared successful.
- 4.1.7 Bidder shall not have been blacklisted by GST authorities. In case the supplier gets black-listed during the tenure of BSNL contract, then supplier must indemnify BSNL to ensure that no loss of Input Tax credit is borne by BSNL due to a default of a supplier. Bidder should submit an undertaking to this effect.

**Documents required:** A self-declaration along with the evidence that the bidder is not black listed by GST authorities shall be submitted by supplier. In case the supplier gets GST black-listed by GST Authorities during the tenure of BSNL contract, in that case or in any other scenario the loss of Input Tax credit to BSNL will be recovered from the bidder.

## 4.2 Technical Qualification

- 4.2.1 The Bidder should be an Independent Power Producer (IPP) or Distribution Company (DISCOM) or a Company having a Power Trading Licensee issued by Central Electricity Regulatory Authority (CERC) to supply Renewable Energy through Open Access to the BSNL.
- 4.2.2 In the case of IPP (with consortium, if applicable), the bidder shall own or operate generating unit(s) having an installed capacity equivalent to at least twice the contracted capacity of assured power.

OR

- 4.2.3 The bidder along with the consortium, if applicable, should have the capability to supply equal to or more than the assured **KWh (Units)** per month of renewable power to the BSNL premises on round the clock basis. The Firm should have experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited be either of the followings:

- a. Three (3) similar supply of renewable energy each of Capacity not less than **40%** of assured power in kWh (Units) per month.

OR

- b. Two (2) similar supply of renewable energy each of Capacity not less than **50%** of assured power in kWh (Units) per month.

OR

- c. One (1) similar supply of renewable energy each of Capacity not less than **80%** of assured power in kWh (Units) per month.

Similar Supply of Renewable Energy means “**Supply of Green Energy Open Access Power (such as Solar, Wind, Hydro, etc.)**”

**Supporting document:** Certificate issued by Customer Representative Not below the rank of Executive Engineer in case of Govt. / PSU's and not below the rank of Manager in case of private Entities. Name, designation and Contact details of issuer must be available on certificate.

- 4.2.4 For demonstrating technical capacity and experience (the “Technical Capacity”) as mentioned in 4.2.2 and 4.2.3, the Bidder may meet the requirement through consortium partner (in case the Bidder is a trading licensee, the Bidder shall ensure that the corporate entity owning the generating unit(s) fulfills the Technical Capacity and the Bidder shall submit documentary evidence regarding the same in its Bid)
- 4.2.5 The Bidder shall undertake not to participate in any other bidding process based on the “Technical Capacity” (as mentioned in 4.2.2) used for this bid until the selection of the Successful Bidder and the issuance of the Letter of Intent (LOI) or the termination of this process, whichever occurs earlier. This restriction shall apply for a maximum period of one hundred and (fifty) (150) days from the Bid Deadline.
- 4.2.6 The Bidder should be in a position to operationalize the contract by actual supply of renewable power soon after the execution of PPA agreement with the BSNL / LOI.

#### 4.3 Financial Qualification

##### 4.3.1 Net Worth:

- i. The Net Worth of the Bidder should be equal to or greater than **30%** of the quoted capacity (Units) **converted to monetary value**, as on the last date of the previous Financial Year, i.e., FY 2024-25. CA certificate in this respect shall be admissible.

Sl. No.	Name of Building	Assured Power per Month (Unit/kWh)	Equivalent Amount per Year (Rs. Lacs)	Net Worth (Rs. Lacs)
1	Regional Telecom Training Center (RTTC), Pune, Maharashtra	70,000	106	35
2	MHS, Telephone Exchange, Pune, Maharashtra	2,00,000	187	62

- ii. The net worth to be considered for the above purpose will be the cumulative net-worth of the Bidding Company or the Consortium bidding in tender, without the Net Worth of Affiliates of the Bidder(s). CA certificate in this respect shall be admissible.
- iii. The Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto. CA certificate in this respect shall be admissible.

**AND**

##### 4.3.2 Minimum Average Annual Turnover (MAAT):

The Bidder shall demonstrate a Minimum Average Annual Turnover (MAAT) during the last three financial years, i.e., 2024-25, 2023-24, 2022-23 as given below against each building:

Sl. No.	Name of Building	Assured Power per Month (Unit/kWh)	Estimated Work Value (Rs. Lacs)	MAAT (Rs. Lacs)
1	Regional Telecom Training Center (RTTC), Chinchwad, Pune, Maharashtra	70,000	318	95
2	MHS, Telephone Exchange, Pune, Maharashtra	2,00,000	562	169

It is hereby clarified that “Other Income” as indicated in the annual accounts of the Bidder shall not be considered for arriving at the required annual turnover. Annual turnover of consortium partner will not be considered. CA certificate may be submitted for FY 24-25 if audited financials are not available.

#### AND

##### 4.3.3 Liquidity:

The Bidder shall demonstrate Working Capital or Line of Credit for the last Financial Year, 2024-25, for a minimum amount of 30% of the quoted capacity (Units) equivalent to Monetary Value. A certificate of CA will be acceptable. The formula for arriving at the conclusion shall also be provided by the CA.

##### 4.3.4 The bidder Company would be required to submit annual audited accounts for the FY 2024-25, FY 2023-24, FY 2022-23 along with net worth, annual turnover, working capital certificate (if applicable) from a practicing Chartered Accountant / Statutory Auditor to demonstrate fulfillment of the criteria. In case of FY 24-25, CA certificate shall suffice, if audited financials are not available.

**Note:** In case of bidder seeking eligibility using credential of foreign Parent / Ultimate Parent / Affiliate entity, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this NIT falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws / rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts or provisional accounts as on the day at least 7 days prior to the bid submission deadline, are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

#### 5. Bid Security/EMD

The bidder shall furnish the bid EMD/Bid Security (mentioned in the above Table), as per the aforementioned Bank / Beneficiary details. However, Bid security may be submitted through one of the following ways:-

- Demand Draft / Banker's cheque drawn in favor of “Accounts Officer (F&A) alias Accounts Officer (Cash), BSNL, Mumbai, payable at “Mumbai”
- Bank Guarantee or E- Bank Guarantee from a Nationalized / Scheduled Bank in India (except Co-operative banks), drawn in favor of “**Accounts Officer (F&A) alias Accounts Officer (Cash), BSNL, Mumbai**, valid for **180** days from the tender opening date. Format for Bank Guarantee is given at Section 7. A copy of SFMS by bidder's EMBG issuing Bank shall also be submitted with EMBG as well as time of renewal, if any.

**For acceptance of e-BGs (EMBG or PBG), BSNL has on-boarded NeSL with following details:**

- |                                 |   |
|---------------------------------|---|
| <b>1) Beneficiary Phone No:</b> | <b>+91-9868217701</b>   |
| <b>2) Email id. :</b>           | <b>aommbsnlco@bsnl.co.in</b>  |
| <b>3) PAN of Entity:</b>        | <b>AACB5576G</b>  |
| <b>4) Constitution Type:</b>    | <b>Public Sector Enterprise</b>   |
| <b>6) Complete Name:</b>        | <b>Bharat Sanchar Nigam Limited (BSNL)</b>                                    |
| <b>7) Full Address:</b>         | <b>Bharat Sanchar Bhawan, H.C. Mathur Lane, Janpath,<br/>New Delhi-110001</b> |

(c) Insurance Surety Bond as per Format under Section 7.

(d) EMD may also be submitted through online payment mode as per details under clause 2.1 above.

**Note-7 :-** MSE (Micro & Small Enterprise) bidders are exempted from payment of Bid Security. Refer clause 2.2 above in this regard.

**6. Date & Time of Submission of the bids: On or before 11:30 Hrs of 03.10.2025.**

**7. Online Opening of Tender / bids: At 12.00 Hours of 06.10.2025.**

The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

**8. Place of opening of Tender bids: BSNL has adopted e-tendering process which offers unique facility for 'Public Online Tender Opening Event (TOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.**

However, if required authorized representatives of bidders (i.e., Supplier organization) can attend the TOE at O/o Pr. Chief Engineer (E), BSNL Electrical MH Zone, Gr. Floor, 'A' wing, BSNL Administrative Bldg., Juhu Road, Santacruz (W), Mumbai 400 054 where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE). Authorization letter issued by the authorized signatory of the bidder is required.

**9. Incomplete, ambiguous or conditional tender/ bids are liable to be rejected.**

**10. "CMD BSNL" reserves the right to accept or reject any or all tender / bids without assigning any reason. He is not bound to accept the highest tender.**

**11. Tender document can be downloaded from the website <https://etenders.gov.in>**

**12. The bidder shall furnish a declaration in his tender bid that no addition / deletion / corrections have been made in the terms & conditions of the downloaded tender document against which the bids are being submitted and it is identical to the tender document appearing on the website.**

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

**14. All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other 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.**

**15. All computer generated documents should be duly signed / attested by the bidder / vendor organization.**

16. BSNL reserves the right to accept or reject any or to annul the bidding process, at any time prior to award of contract without assigning any reason what so ever and without there by incurring any liability to the affected bidder or bidders on the ground of Purchaser's action. BSNL is also not bound to accept the lowest bid.
17. In accordance with DOT guidelines, any directions of DOT there under, BSNL shall have the right to direct, to warn, to penalize the company or terminate the Agreement after considering any report of conduct or antecedents detrimental to the security of the nation. The decision of BSNL in this regard in accordance with such DOT directions shall be final and binding and in any case the company shall bear all liabilities in the matter and keep BSNL informed for all claims, cost, charges or damages in this respect.
18. All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other 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.
19. All computer generated documents should be duly signed / attested by the bidder / vendor organization.
20. **Period of Contract:**  
PPA shall be signed by vendor within a period of 30 days from issuance of letter of intent. Contract agreement will be valid for a period of **36 (thirty-six) months**. The contract can be extended further for **36 (thirty-six) months** or part thereof on the prevailing rates and terms and conditions of tender.
21. **The pre-bid queries in respect of the bid document, if any, can be through Email to following officers latest by 30.04.2025.** Any query received after this date will not be entertained.

BSNLContact-1	
Contact Person	Shri. Amit Patil, JTO(EP)
Telephone	9423992610 [between 9:30 hrs.to18:00 hrs. on working days]
E-mail ID	eeep.ceebsnlmbi@gmail.com
BSNLContact-2	
Contact Person	Shri. Musa Hannure, EE(EP)
Telephone	9423877860 [between 9:30 hrs.to18:00 hrs. on working days]
E-mail ID	eeep.ceebsnlmbi@gmail.com

22. Integrity Pact Program is implemented for this tender for which signing of Integrity Pact is mandatory for the purchaser and bidder. Format of Integrity Pact is provided in the tender document under Section 7(E). To oversee the implementation of Integrity Pact Program, IEMs are appointed by BSNL, information of which is available on the home page of [www.bsnl.co.in](http://www.bsnl.co.in).
23. The successful bidder is required to sign and submit a mutual Non-Disclosure Agreement (NDA) with Purchaser (here BSNL) as per the format available in Section-7(F) of the Tender document on a non-judicial stamp paper of appropriate amount at the time of award of APO/PO.

**Executive Engineer (EP),  
BSNL Electrical MH Zone,  
Mumbai.**



## SECTION- 2

### Tender Information

1. **Type of Tender:** Single Stage Bidding, Two stage opening using–Two Electronic Envelopes.

**Note1:** The bidder shall submit techno-commercially and financial bids simultaneously.

**Note 2:** The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only shall be opened.

2. **Bid Validity Period / Validity of Bid Offer for acceptance by BSNL:-** Bids shall remain valid for **150** days from the tender opening date prescribed by the purchaser. Any bid valid for a shorter period shall be rejected by the purchaser as non-responsive.

3. The Tender offer shall contain two e-envelopes viz. techno-commercial and financial envelope which will contain one set of the following documents only:

- 3.1 **Techno-commercial e-envelope** shall contain scanned copies of following documents, but non limited, documents:

- i. Bank transaction details with UTR number towards the successful payment of EMD, if paid through online payment mode or DD of value equal to EMD / MSE certificate for claiming EMD exemption.
- ii. Bank transaction details with UTR number towards the successful payment of Tender fee, if paid through online payment mode or DD / Bank instrument towards cost of the tender documents i. e. **tender fee or MSE certificate for claiming exemption.**
- iii. EMBG in the format as provided in Section 7A.
- iv. Certificate(s) showing fulfillment of the eligibility criteria(s) stated in clause4 of section-1 (Detailed NIT).
- v. Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A, as well as in Proforma of Section 7(H).
- vi. Integrity Pact in accordance with proforma 7(E) of tender document.
- vii. Non deviation certificate as per clause 11 of Section 4 Part A.
- viii. Bidder's Profile duly filled & signed at section 8 of Tender document.
- ix. Near-Relationship Certificate duly filled & signed as per clause 38 (section 4 part A) & section 6 part B of Tender document.
- x. Undertaking & declaration duly filled & signed at section 6 part A of Tender document
- xi. Tender / Bid form - Section 9 Part A of Tender document.
- xii. Electronic Form - Technical duly filled & signed (Not Applicable).
- xiii. Certificate of incorporation.
- xiv. Article and Memorandum of Association or partnership deed or proprietorship deed as the case may be.
- xv. List of all Directors / Partners including their name(s), Director Identification Number(s) (DIN) / Designated Partners Identification Number (DPIN) and address (es) along with contact telephone numbers of office and residence.
- xvi. Copy of PAN.
- xvii. Main GST registration certificate(s) from where service are to be provided for this tender. In case of multiple GST numbers, a list thereof.

### 3.2 Financial Bid (Second e-Envelope) envelope shall contain:

(a) Bidder shall submit financial bid containing the followings:

- i. Price Bid as per **Section-9 Part B**.

(b) Bidding Parameter:

- i. **A single discount % on EB / DISCOM tariff as a bidding parameter:** Under this NIT, the bidding parameter shall be the **discount %** on the latest EB / DISCOM tariff rate quoted by the Bidder for the term of the PPA.
- ii. **A single discount % on EB / DISCOM quoted for each Building:** A single discount % tariff shall be quoted by the bidder for each of the building.
- iii. The above **discount % on EB / DISCOM** for the term of the PPA shall be inclusive of all processing charges. The discount on landed cost (Basic price as defined in financial bid) shall include wheeling charges, transmission charges, Govt. duties; any processing charges etc. nothing additional shall be paid.
- iv. The discount % shall remain firm & fixed and shall be binding on the Successful Bidder for the Term of the PPA irrespective of actual cost of increase or decrease of tariff rate in the future. No escalation on the tariff will be granted for any reason whatsoever. The IPP / DISCOM shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.

#### 4. Offline Documents:

Tender Fee & EMD is required to be submitted by the bidder preferably through online payment mode as per the Bank / Beneficiary Details provided in the DNIT / Tender Enquiry document. In case of MSE (Micro & Small Enterprise) bidder, valid Udyam Registration certificate, covering the tendered equipment / services and indicating their current status as (Micro or Small Enterprise), is required to be submitted for claiming exemption of Tender Fee / EMD. Also refer clause 2.2 of Section-1 for exemptions for MSE's.

However, scanned copies of the following documents (which ever applicable) are to be **mandatorily uploaded by the bidder in their online Technical bid part (1st electronic Envelope i.e. Technical Envelope)** on e-tender portal failing which the tender bid shall be archived unopened / rejected on e-tender portal at bid opening stage:

- (i) Bank Transaction details with UTR Number towards the successful e-payment for Tender Fee / EMD.
- (ii) DD/ Banker Cheque or Bank Guarantee (if not submitted through e-payment mode).
- (iii) Valid Udyam Registration Certificate for claiming exemptions from Tender Fee / EMD, if bidder is under Micro & Small Enterprise category.

Moreover, Originals of Bank Instruments such as DD or BG towards Tender Fee or EMD / Bid Security respectively (if not submitted through e-payment mode), shall be submitted by bidder on any date on or before bid submission end date or **within 5 days** after bid submission end date, to **Executive Engineer (EP), BSNL Electrical MH Zone, Gr. Floor, 'A' wing, BSNL Administrative Bldg., Juhu Road, Santacruz (W), Mumbai 400 054**, in a sealed envelope bearing the Tender number, Name of work, failing which the tender bid (if already opened on basis of scanned copies uploaded in 1st electronic Envelope i.e. Technical Envelope) shall be rejected.

During tender process, BSNL's tender inviting authority may require the bidder to produce **original** copy of any document such as **Power of Attorney, Integrity Pact, Bid Form, etc.** submitted as scanned copy in the Technical bid part (1st electronic Envelope) on e-tender portal, which the bidder will have to comply with.

**5. Verification of Eligibility Criteria Documents:**

Before placement Purchase Order on the bidder, the documents submitted by the bidder against eligibility criteria (Clause-4,Section-1) will be verified by BSNL. For this purpose, the bidders shall be required to produce original documents for verification to office issuing APO. The PO will be placed on the vendor only after successful verification of the above documents, apart from fulfillment of other conditions of APO.

**6. Award of Work: Purchase Preference will be given as per extant policy of Govt. of India while awarding of work.**

- i) 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, the bidder must be an Independent power producer. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. Relevant documentary evidence in this regard shall be uploaded along with the bid.
- ii) Public Procurement (Preference of Make in India) –Latest PMI guidelines issued vide No. P-45021/2/2017-PP(B.E.-II)-Part IV (Vol-II) dated 19th July, 2024 and subsequent amendments, if any, are applicable for the tender.
- iii) For Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017, DoE OM No.F.1/4/2021-PPD dated 18.05.2023 shall be followed.

**7. Duration of Contract (Validity of tender):**

The duration of the contract shall be **3 years which shall be extendable for another 3 years with mutual consent**. However, the exact duration of the contract shall be governed by the terms and conditions of the Power Purchase Agreement (PPA).

**8. Timelines of start of Services: Supply of Green Power is to be commenced within 3 months of issue of LOI (letter of intent).**

**9. Paying Authority:**

Sr. No.	Building	Paying Authority
1	Regional Telecom Training Center (RTTC), Chinchwad, Pune, Maharashtra	AO of concerned unit
2	MHS, Telephone Exchange, Pune, Maharashtra	AO of concerned unit

**10. Billing & Payment Terms:**

10.1 Payment shall be made in Indian Rupees only.

10.2 No advance payment shall be made. **However BSNL will release the payment promptly in 10-15 days. And no Late Payment Surcharge (LPS) shall be applicable. However BSNL will pay Invoice within 6 months.**

10.3 BSNL, upon commencement of supply of green power, shall pay the vendor the monthly discount % payment on or before the due date.

10.4 As per GST regime, BSNL is required to pay 100% of the Invoice amount within 6 months from the date of Invoice for availing the input tax credit (ITC). All statutory taxes as applicable shall be deducted at source before payment.

10.5 The bidder / vendor shall issue a signed monthly bill to the officer in-charge of the BSNL building as per the discount % rate, terms, and conditions of the Power Purchase Agreement (PPA). The Tax Invoices are to be submitted by the bidder in triplicate.

10.6 **Deleted**

10.7 Tax Invoices shall be paid through the Electronic Clearance Scheme (ECS) only. The firm should submit the mandate form for this purpose along with the Agreement while entering into the Contract.

10.8 Online generated GST payment details of previous month shall be submitted with the invoice(s) for payments.

10.9 BSNL shall pay the discount % as per Price Bid for the scheduled energy at delivery points.

10.10 The Vendor / successful bidder shall also coordinate for obtaining Credit Note from DISCOM w.r.t the units availed through Open Access. The Vendor shall also ensure that the Credit notes received are adjusted in the bills submitted by the local electricity board or DISCOM. The payment to the generator / vendor w.r.t the units availed through Open Access shall be released only after this. No extra payment shall be made in any case whatsoever. The payment shall be released with 10-15 days from the date of receipt of Invoice / Bill by the vendor with all relevant documents.

**Note:** - All statutory taxes and levies as applicable shall be deducted at source before payment.

## SECTION- 3 SCOPE OF WORK

### 1 General

- 1.1 Under this NIT, the successful bidder **[hereinafter Vendor]** shall be required to set up / tie up Grid-Connected Green Energy Open Access at designated Delivery point / power exchange, with the primary objective of supplying green energy to BSNL-owned buildings, as per the provisions of the NIT and draft standard Power Purchase Agreement (PPA).
- 1.2 The responsibility of the successful bidder would be to supply green power to the BSNL owned building as per the terms and conditions of the NIT documents with assured Green Power in kWh (Units) per month.
- 1.3 Obtaining Net-metering and grid connectivity of the Project under this tender would be the responsibility of the bidder in accordance with the prevailing guidelines of the respective State Electricity Regulatory Commissions (SERC) or Central Electricity Authority (CEA) or the DISCOM in the respective area. BSNL shall facilitate connectivity and necessary approvals; however, the entire responsibility lies with the Vendor only.
- 1.4 The Vendor shall take all necessary permits, approvals and licenses, insurance etc., provide training and such other items and services required to complete the scope of work mentioned above.
- 1.5 BSNL proposes to select the bidder having the prescribed qualifications and whose discount % is found to be acceptable as per the provisions of the NIT.

### 2 TOTAL CAPACITY OFFERED

The estimated cumulative green power capacity in kWh (Units) per month envisaged for each BSNL building as per Section-1.

### 3 GREEN POWER PROCUREMENT

The brief scope of power procurement is given as under:

- 3.1 Name of the Buildings and its locations, Assured Green Power in kWh (Units) per month, and DISCOM of the respective premises are as given below:

Sl. No.	Name of Building	Assured Power per Month (Unit/kWh)	DISCOM
1	Regional Telecom Training Center (RTTC), Chinchwad, Pune, Maharashtra	70,000.00	MSEDCL
2	MHS, Telephone Exchange, Pune, Maharashtra	2,00,000.00	MSEDCL

- 3.2 **Contract Period:**

The Contract / Agreement shall be valid for a period of **3 years with an option to extend the period for another 3 years on mutual consent** from date of supply of Renewable power (Electricity) at BSNL's side / Delivery points. However, BSNL at its option may extend the contract for on mutually agreed terms and conditions or float a fresh tender at absolute discretion and this does not constitute a commitment on the part of the BSNL for extension of Contract.