



**BHARAT SANCHAR NIGAM LIMITED**  
(A Government of India Enterprise)

**O/o Chief General Manager, Broadband Network Circle, 5th Floor, New Telecom Building, Devaraj Urs road, Basaveswara Circle, Bangalore – 560001.**

**Subject:** Tender for Supply, Installation, Testing, Commissioning, Warranty and Comprehensive AMC of IMS (Internet Monitoring System) at Jammu & Srinagar (or any other location specified by BSNL).

**Tender Enquiry No:** BBNWCO-11/18/2/2025-ADMIN AND OP BBNW CO BGL/ Dated 13-08-2025

On behalf of Chief General Manager Broadband Networks Circle Bangalore, Bharat Sanchar Nigam Limited, digitally sealed online Bids on the above mentioned subject are invited which contain the following sections.

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If interested, kindly submit your offers online on or before date and time specified in Clause 9 of Detailed NIT (DNIT).

Deputy GENERAL MANAGER (MM)  
Broadband Networks Circle, Bangalore 1

## SECTION 1

### DETAILED NOTICE INVITING TENDER

1. On behalf of Chief General Manager, Broadband Networks Circle (BBNW), online digitally signed Tenders, on Rupee payment basis, are invited by DGM MM BBNW CO, Bangalore, in Single Stage Bidding and Two Stage Opening using Two Electronic Envelops (Techno-Commercial Bid and Financial Bid) from the eligible Bidders for Supply, Installation, Testing, Commissioning, Warranty and Comprehensive AMC of the following IMS (Internet Monitoring System) equipment at Jammu & Kashmir in BSNL.

S.No	Name of the Item	Quantity in Number		Bid Security/ Earnest Money Deposit Amount for the Tender
		Jammu	Srinagar	
1	10 Gbps Ethernet Optical Links (SM 1310 nm)	41	15	₹ 11,00,000 (Rupees Eleven Lakh Only)
2	Passive Optical TAPs 100G/ 10G	41	15	
3	Load Balancer	1	1	
	a. 100 Gbps SFP-LR4 (850 nm) QSFP28-LR4	8	5	
	b. QSFP+ 40G PLR4 with Break-In cable	21	8	
4	Servers @ 60G, RHEL	3	2	
5	42 U Server Racks	1	1	
6	Manageable 24 Ports Gigabit Ethernet Switch	1	1	
7	Optical Patch Cables Multi-Mode 5M (LC-LC)	8	5	
8	Optical Patch Cables Single-Mode 5M (LC-LC)	16	7	
9	Cat 6 Patch Cables 3M	12	10	
10	Cat 6 Patch Cables 5M	2	2	
11	Cat 6 Patch Cables 10M	2	2	

Note 1 : The quantity/ no./ sites stated above are estimated and BSNL/ BBNW reserves the right to vary the quantity to the extent of -25% to +25% of specified quantity at the time of award of the APO without any change in unit Price or other Terms & Conditions.

Note 2 : Procurement under this Tender would be in accordance with 'Public Procurement (Preference to Make in India) Order 2017' notified by Government of India & its subsequent amendments, guidelines etc. for Preference to Make in India Products and DOT notifications. The bidders shall submit an undertaking as per SECTION 6 PART C in this regard

Note 3 : Any bidder 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 OM bearing No.7/10/2021-PPD (1) Dated 23.02.2023 issued from Department of Expenditure, Ministry of Finance. The bidders shall submit an undertaking as per SECTION 6 PART A, Annexure 2 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.]

2. Purchase of Tender Document : Tender Document can be obtained by downloading it from the BSNL's website "www.bsnl.co.in". For online Bid submission etc., Bidders have to mandatorily register (if not already registered) on Tender Portal NICs e-Tender system: <https://etenders.gov.in/eprocure/app> and follow as per functionality of e-Tender portal. (Kindly refer SECTION 4 PART C of the Tender document for instructions on e-tendering)

2.1 Availability of Tender Document : The Tender document shall be available for downloading from BSNL's website from the date of issue of DNIT onwards. The Tender document shall also be available for downloading from e-Tender portal <https://etenders.gov.in/eprocure/app> with effect from 13-08-2025 onwards. For detail instructions, SECTION 4 PART C of the Tender document may be referred.

2.2 Tender fee of ₹ 2,000 plus 18% GST total amounting to ₹ 2,360/- (INR Two thousand three hundred sixty only) preferably through online payment mode [RTGS/NEFT etc.] in BSNL A/c as per the below mentioned Bank/Beneficiary details under intimation to this office. Failing which the bid shall be left archived unopened / rejected. However, Tender Fee may also be submitted through DD/ Banker's cheque (NOT APPLICABLE FOR E-PAYMENT MODE). The DD/ Banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of "Internal Financial Advisor, BBNW," and payable at Par. In case, the bidder submits Demand draft as Tender Fee/bid Security, the Name of the bidder shall be mentioned in the DD/Bankers Cheque issued by Nationalized/ Scheduled bank.

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

Beneficiary Name	:	Internal Financial Advisor, BBNW
Name of Bank	:	UNION BANK OF INDIA
Name of Branch	:	F5, NEW KHANNA MARKET LODHI COLONY, NEWDELHI-110003
IFSC Code	:	UBIN0535249
Bank A/c No	:	352401010035352
MICR Code	:	110026017

Note :- "The Tender Fee is non-refundable".

2.3 BSNL has decided to use process of e-Tendering for inviting this Tender and thus the physical copy of the Tender would not be sold

2.4 The MSE bidders are exempted from payment of tender fee provided they submit requisite proof in respect of valid certification from MSME bodies such as NSIC etc. or Udyog Aadhar Registration indicating Telecommunications or Information services Activities subject to MSE bidder is an OEM of at least of one SOR item or in the field of services of Telecom, IT or Software."

3. The successful Bidder is requested to sign and submit a mutual Non-Disclosure Agreement (NDA) with the Purchaser (here BBNW/ BSNL) as per the format available in SECTION 7(I) of the Tender document on a non-judicial stamp paper of Rs. 100/- at the time of award of contract

4. Integrity Pact (as per the format available in SECTION 7(F) duly signed by the authorized signatory of the Bidder shall be submitted along with the Bid

- 4.1 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 at SECTION 7F. To oversee the implementation of Integrity Pact Program, IEMs are appointed by BSNL vide No. CA/MMT/15-1/2015 dated 08-11-2019 which is available in "Tenders" link on [www.bsnl.co.in](http://www.bsnl.co.in)
5. E-Tendering Process : The special instructions to the Bidders for e-Tendering is provided in SECTION 4 PART C of this Tender
6. Eligibility Criteria :
- (a) The Bidder shall be a Company registered/ incorporated in India under the Indian Companies Act, 1956/2013 as the case may be. In case of partnership firm, the firm should be registered under LLP Act 2008.
  - (b) The Bidder shall have a minimum average Annual Turnover of INR 3 Crores in the immediate last three financial years. The bidder shall enclose the annual turnover certificate and audited Profit & Loss statement duly certified by the chartered accountants (CA) / company auditors
  - (c) The Bidder shall be the Authorized Agent/ Dealer/ Channel Partner for all the OEMs whose equipment/ solutions are being offered in the Bid. Documentary evidence of the same shall be submitted. In case the Bidder is not yet authorized by OEM, OEM's letter of commitment to support the Installation, either directly or through their authorized representative, for 3 year during warranty and subsequent 5 years AMC after warranty shall be submitted
  - (d) The Bidder shall have the experience of integrating and successfully implementing at least two projects comprising combination of one or more items of Server, Router, LAN Switch etc., with Project value of INR 3 Crore each or more after 01-04-2020. Certificates in this respect issued by the client(s) shall be submitted as part of the Bid documents, indicating the equipment and software details. For this purpose Projects with PO issued before 01-04-2020 but completed after 01-04-2020 shall also be considered.
  - (e) The Bidder must have a sound and well documented Quality Framework. The OEMs of hardware equipments shall have ISO 9001:2000 certification or equivalent. The Bidder shall accordingly submit a copy of certificate to the effect.
  - (f) The Bidder must have a valid PAN Number
  - (g) The Bidder must have a valid Goods and Services Tax Registration Certificate No(s). In case of multiple GST numbers, all the numbers shall be provided.
  - (h) The Bidder shall not be a Licensed Telecom Service Provider to provide Basic Services/ Cellular Telephony Services/ Internet Services/ UASL/ NLD/ ILD Services anywhere in India. Self-Certificate by the bidder shall be submitted
  - (i) The Bidder shall not have controlled equity stake or vice versa, in any of Basic Services/ Cellular Telephony Services/ Internet Services/ UASL/ NLD/ ILD/ IN Services operating companies in India. Self-Certificate by the bidder shall be submitted
  - (j) Bidder shall submit a self-declaration that they are not blacklisted/debarred with Ministry of Communication or 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 2nd Nov 2021, as on Bid submission date
  - (k) 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.

7. Procurement as part of this Tender would be in accordance with Public Procurement (Preference to make in India) issued vide DPIIT (Department for promotion of industry and internal trade) 2017.

In accordance with DPIIT revised Order bearing No. P-45021/2/2017-PP (BE-II)-Part(4) Vol.II Dated 19-07-2024, Only 'Class-I local supplier' and 'Class-II local supplier' as defined in this Order, shall be eligible to bid for this Tender.

Further, the items mentioned in the SOR shall be in accordance with Clause 3.1 of the DPIIT revised Order bearing No. P-45021/2/2017-PP (BE-II)-Part(4) Vol.II Dated 19-07-2024 and as per the Notification No. 18-10/2017-IP dated 21-10-2024 by Department of Telecommunications.

Bidder must source notified items mandatorily from Class-I suppliers; non-notified items must be sourced from suppliers who meet minimum local content requirement of 20% subject to Clause 3(b) of the DPIIT order and the overall local content of such supplier shall be calculated as per Clause 2(e) of the DPIIT PPP-MII order i.e., **"For contracts involving supply of multiple items**, weighted average of all items to be taken while calculating the local content.

8. Bid Security/ EMD :

- 8.1 The bidder shall furnish the bid EMD/ Bid security (as mentioned in Table-1 of Section 1), if applicable, preferably through online payment mode as per the Bank/ Beneficiary Details under 2.2 above. However, Bid security may also be submitted through DD/ Banker's cheque in one of the following ways:

- (a) Demand Draft/ Banker's cheque drawn in favour of "Internal Financial Advisor, BBNW" and payable at par.
- (b) Bank Guarantee or e- Bank Guarantee from a Nationalized/Scheduled Bank in India (except Co-operative banks), OR Insurance Surety Bond from Indian Insurance Company, drawn in favour of " Internal Financial Advisor, BBNW" which should be valid upto a date 30 days beyond required bid validity i.e. for 210 days from the opening date and a Claim period of at least 6 months beyond validity period. Format for Bank Guarantee is given at SECTION 7(A)/ SECTION 7(K) (Surety Bond).

- 8.2 The MSE (Micro & Small Enterprise) bidders shall be exempted from submission of Bid Security on production of valid certification issued from MSME for the tendered items viz servers, Passive Optical taps, Load Balancers etc.

Note: Declaration of UAM Number by MSE bidders on CPPP (<https://etenders.gov.in/eprocure/app>), is mandatory, failing which such MSE bidders will not be able to enjoy the benefits as per public procurement policy for MSEs order 2012 for Tenders invited electronically through CPPP. (Self-declaration

indicating the statement of declaration of UAM Number by MSE bidders on CPPP is required to be submitted by MSE bidder in a Company Letter head as offline submission for claiming benefits for MSE bidders).

9. Date & Time for Submission of Tender Bid : on or before 12:00 hours of Tender Closing Date i.e., 03-09-2025

Note (A) : In case the date of submission of Bid is declared to be holiday, the date of submission of Bid get shifted automatically to next working day at the same scheduled time

Note (B) : Last date of receipt of queries, if any, from Bidders : 22-08-2025  
The Bidders queries received after the last Date of receipt of queries specified above will not be entertained.

10. Online Opening of Tender Bids : at 12:00 hours of 04-09-2025  
Note : In case the Date of opening of Bid is declared to be holiday, the Date of opening of Bid will get shifted automatically to next working day at the same scheduled time. Any change in Bid Opening date due to any other unavoidable reason will be published as corrigendum

11. Place of Opening of Tender Bids : The Tenders shall be opened through '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 can attend the TOE at the "O/o Chief General Manager, Broadband Networks Circle, 5<sup>th</sup> Floor, BSNL NTB, Devraj Urs Road, Bangalore – 560 001". Where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

12. Tender Bids received after due Time & Date will not be accepted
13. In complete, ambiguous, conditional, unsealed Bids are liable to be rejected
14. Chief General Manager, Broadband Networks Circles reserves the right to accept or reject any or all Tender Bids without assigning any reason. He is not bound to accept the lowest Tender.
15. The bidder shall furnish a digitally signed copy of the document with no addition/deletion/ corrections in the downloaded document which is identical to the document appearing on Web-site.
16. In case of any correction/ addition/ alteration/ omission in the Tender document, the Bid shall be treated as non-responsive and shall be rejected summarily.
17. 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

18. All supporting documents (including any computer system generated documents) should be duly signed/ attested by the Bidder/ Vendor organization before uploading in the e-Portal.
19. Other General Conditions :
- (a) Bidder/ Company or OEM, who has been black listed by BSNL HQ or any unit of BSNL, are not eligible to participate in this Tender. If the Bidder/ Company is found to have been blacklisted by BSNL at any stage of the Tender or during Supply, action shall be taken as per Tender Terms and Conditions. Bidders debarred/ black listed by GST Authority are also not eligible to participate in this Tender.
  - (b) In case the supplier gets black-listed during the tenure of BSNL contract resulting any loss of Input Tax Credit to BSNL due to default of a supplier; same would be recovered from the supplier.
  - (c) BSNL, at its discretion, extend the deadline for submission of proposals.
19. Amendments/ Guidelines relating to procurement of Telecommunication equipment in respect of Unified License Agreement and ISP License Agreement, issued by DOT vide No. 20-271/2010 AS-I (Vol-III) dated 10-03- 2021 and No. 820-01/2006-LR(Vol-II) (Pt-3) dated 12-03-2021, along with latest amendments, if any, shall be applicable to this tender. PO shall be issued only after clearance from trusted telecom portal of DOT. Format [SECTION 7(J)] duly filled for essential information (pertaining to bidder) for enabling BSNL to apply to NSCS for obtaining clearance from Trusted Sources Portal (NSCS) shall be filled and submitted with the bid.
- 20.0 Period of Validity of Bids
- 20.1 Bids shall be kept valid for 180 days from the date of opening. A Bid valid for a shorter period shall be rejected by BSNL as non-responsive.
- 20.2 The Bidder shall not be entitled during the said period of 180 day, to revoke, modify or cancel its Bid or any terms thereof. BSNL may at its discretion, request the bidder for extension of period of bid validity. The request and responses thereto shall be made in writing. In such eventuality of extension of bid validity, the bid security provided under clause 2.4 shall also be extended. However, a bidder extending the bid validity, will not be able to modify its/his bid. Bids shall be valid for 180 days from the date of opening.
21. The queries in respect of the Bid document, if any, can be asked through CPP Portal only. Any query received after the date mentioned under Clause 9 (B) will not be entertained

## **SECTION 2**

### **Tender Information**

1. Type of Tender: Single Stage Bidding, Two stage opening using – Two Electronic Envelopes without e-reverse auction.

Note 1 : The bidder shall submit Techno-commercial & Financial bid 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: 180 days from the Tender opening date.

3. The Tender offer shall contain two electronic envelopes system, the first envelope will be named as techno-commercial & will contain documents of bidders satisfying the eligibility/Technical & commercial conditions and second envelope will be named as financial envelope containing financial quote. These envelopes shall contain one set of the following documents:-

- (a) Techno-commercial E-envelope [Termed as Technical envelope on E-tender portal] shall contain copies of all relevant bid annexure of the following, but not limited to, documents:

- i. EMD (Photocopy of the document)
- ii. Demand Draft / Banker's cheque towards cost of Tender document(Photocopy of the document)
- iii. Valid MSE certificate issued by appropriate authority for claiming exemption for submission of EMD and Tender fee under MSE Category in lieu of documents at i) & ii) above.
- iv. Bid Security Declaration in lieu of EMD (i) duly filled & signed as per format given in SECTION 6 PART A Annexure 4
- iv. Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 6 of the Detailed NIT.
- v. Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of SECTION 4 PART A
- vi. Integrity Pact duly signed by the bidder [SECTION 7(F)]
- vii. Clause by clause compliance as per clause 11.2 of SECTION 4 PART A
- viii. Attestation of the specimen signatures of authorized signatory by the Company's/ bankers shall be furnished.
- ix. Bidder's Profile & Questionnaire duly filled & signed as per format in SECTION 8.
- x. Non-Relation Certificate duly filled & signed (SECTION 6 PART B)
- xi. Undertaking & declaration duly filled & signed as per format given in SECTION 6 PART A Annexure 1.
- xii. Documents stated in clause 10 of SECTION 4 PART A.
- xiii. Tender/ Bid form [SECTION 9 PART A]
- xiv. Tender documents duly signed for having read it & accepted it
- xv. Detailed Un-Priced Bill of Material (BoM) which shall include all the components including quantities, constituting the items mentioned in Schedule of Requirement.

- (b) Financial E-envelope shall contain:



- i. Price Schedule [SECTION 9 PART B] duly filled and signed
- ii. Detailed priced Bill of Material (BOM) which shall include all the components including quantities, constituting the SOR item.

Please note that Detailed price schedule, duly filled as per SECTION 9 PART B of the tender document is also required to be uploaded by bidder in MS-XL and PDF under Financial cover (rar file). In case there is any discrepancy between the information entered by bidder in the Detailed Price sheet uploaded in price bid part & that entered in the BOQ (Brief summary price sheet) in the price bid part, then information as per the uploaded Detailed Price sheet [SECTION 9 PART B] will prevail over the information entered in BOQ.

4. The following documents are required to be submitted offline (i.e. offline submissions) to DGM (MM), O/o CGM Broadband Networks, 5<sup>th</sup> Floor, BSNL NTB, DevRaj URS Road, Bangalore – 560 001 on or before the date & time of submission of bids in a sealed envelope, failing which bid shall be rejected.

The envelope shall bear the tender number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender)".

- i) EMD – Bid security (original copy) or valid UAM/MSE certificate issued by Ministry of MSME for the tendered item for claiming exemption.
- ii) DD/ Banker's cheque towards cost of Tender Fee (original copy) or valid UAM/MSE certificate issued by Ministry of MSME for the tendered item for claiming exemption.
- iii) Self-declaration indicating the statement of declaration of UAM Number by MSE bidder (authorized signatory) on CPPP (URL: <https://etenders.gov.in/cprocure/app>) by MSE bidder in a Company Letter head for claiming benefits for MSE bidders.
- iv) Power of Attorney in accordance with the clause 14.3 of SECTION 4 PART A and authorization for executing the Power of Attorney.
- v) Copy of valid PAN Card issued by Income Tax Department and copy of document towards valid Goods and Services Tax (GST) Registration Number/(s) of the Bidder Company / company.
- vi) Bid Form duly filled, stamped & signed by the authorized signatory of the bidder company (as per SECTION 9 PART A).
- vii) Integrity Pact (as per format available in SECTION 7F) duly signed by the authorized signatory of the bidder.

Note: In case Original DD for Tender Fee, Original Bid Security or valid MSE Certificate for claiming exemption, as the case may be, are not submitted offline by bidders as per requirement, online bid containing the commercial, technical and financial offers of such bidder SHALL NOT BE OPENED AND THE BIDS SHALL BE ARCHIVED UN-OPENED on e-tender portal.

## 5. **Payment terms :**

- 5.1 Payment shall be made in Indian Rupees only.
- 5.2 The equipment is to be supplied as consignee wise package. The bidder shall submit the consignee wise bill for the payment against various milestones.
- 5.3 The payment terms against various milestones shall be as below:

**5.3.1 Supply of the equipment (H/w & S/w)**

- (i) 50% on the supply of the equipment/ materials at site in satisfactory condition on physical inspection basis.
- (ii) 45% after installation & commissioning.
- (iii) 5% after warranty period of 3 years.

**5.1.2 For Installation and Commissioning Services**

- (i) 80% of Installation and Commissioning charges will be paid site wise on successful commissioning of the equipments site wise.
- (ii) 20% after completion of validation.

**5.1.3 For Annual Maintenance Contract (AMC)**

- (i) No advance payment for AMC shall be made.
- (ii) The entire AMC duration for a year will be divided into a period of four quarters. After successful completion of the AMC period of each quarter, 100% payment after making due adjustment towards SLA penalties shall be made based on the quarterly bills submitted.

5.4 The Chief General Manager Broadband Networks Circle, Bangalore shall be Payment Authority.

5.5 Bidder shall submit site-wise invoices for the supply and installation & commissioning of the equipments. Further, bidder shall submit the two (2) separate invoice(s) against Installation & Commissioning for each site as per the milestones.

**6. Delivery Schedule:**

6.1 Delivery schedule for shall be as below :

- i) Equipments shall be supplied within 60 days of the date of PO.
- ii) The equipments installation and Commissioning shall be completed at all the sites within 90 days from the date of PO.

6.2 deleted

6.3 Selected Bidder shall start the planning activity along with BSNL officials from the date of placement of Purchase Order. In case there is delay in provisioning of Space, Electric supply or any other connectivity and requirement as part of BSNL responsibility, the selected Bidder shall immediately inform the project implementation Authority, which shall then grant additional days extension as deemed necessary by BSNL.

6.4 Nodal authority for implementation of project and approving the commissioning of the equipments at Jammu Kashmir shall be Chief General Manager Broadband Networks Circle, Bangalore.

7. Liquidated Damage Charges: Refer Section 5 Part B for details.

8. Consignee: The consignee details of various locations shall be specified in the PO.

## **SECTION 3 PART A**

### **SCOPE OF WORK (SOW)**

1. **Scope of Work** : The project scope broadly consists the following parts:-
  - 1.1 SOW: Supply, installation, testing, commissioning of LIM (Lawful Interception & Monitoring) equipments at TWO gateway locations (Jammu & Srinagar) as shown in SOR.
  - 1.2 After commissioning of equipments, there shall be warranty period of three (3) years. Bidder shall fulfill all the obligations of services during the warranty period. After expiry of warranty period, bidder shall enter into Comprehensive Annual Maintenance Contract (AMC) for period of 5 years for the supplied equipments/systems.
2. **Responsibilities of the BSNL:**
  - a) Provision of required space and air conditioning for installation of equipment at the designated sites.
  - b) Making available power supply for powering of the equipments.
  - c) Access to tap points, connectivity to the BSNL network to be monitored.
  - d) To arrange the installation of Application/Monitoring software and its testing by C-DOT.
3. **Responsibilities of the bidder:**
  - a) Supply of equipments to the consignees at various locations which shall include complete equipment along with cables, accessories, tools, hardware, software etc.
  - b) Installation of equipments including transportation of material to the installation site, physical installation of racks, and installation of cables required for interconnections and extending the connectivity from the installed equipment to the taps and / or BSNL designated point(s) for monitoring.
  - c) Supply and laying / installation of power connectors and power cabling from the supplied servers' rack/UPS to raw power distribution point / board provided by BSNL at the site. Bidder shall provide necessary cables for this work. Detailed Instructions on interconnectivity and configuration specific to each site will be discussed/shared with the selected bidder.
  - d) Installation of all network connection cables, whether copper or optical (Detailed Instructions on interconnectivity and configuration specific to each site will be discussed/shared with the selected bidder).
  - e) Testing and commissioning of the complete network as per the specifications of the tender and test schedule proposed by bidder & approved by BSNL. All the testing/ installation tools as required for testing and commissioning will be arranged by the bidder.
  - f) Before bidding, Bidder may interact with CGM BBNW circle, BSNL office, Bangalore for facilitating visits to all the locations/ obtaining the other necessary required details to ascertain the requirements for integration and AMC of existing old equipments.
  - g) All Equipments, Elements, Hardware, Software supplied through this tender shall be IPV6 ready and need to be implemented/ validated with IPV6 addressing scheme in addition to IPV4 addressing scheme.

## SECTION 3 PART B

### TECHNICAL SPECIFICATIONS / REQUIREMENTS

#### 1. FUNCTIONAL & TECHNICAL SPECIFICATIONS

##### 1.1 Passive TAPs 1/10/100 Gigabit optical

- 1.1.1 Fiber Tap shall allow the uninterrupted pass through of full duplex data over a fiber optic link while providing a duplicate signal to the monitoring ports for each unidirectional network connection.
- 1.1.2 Depending on the number of TAPs required per site, vendor may quote individual TAPs or group TAPs (e.g. 4 in One or more).

S.No	Specifications	Details
1	Type	Inline Passive Optical TAPs
2	Split Ratio	70:30:00
3	Data Rates	Up to 1/10/100Gbps, Complete data capture at line speed
4	Bandwidth	1310/1550 nm (both), single Mode OR 850 nm, Multimode
5	Connector Type	LC
6	Rack Mountable	Yes
7	Warranty	3 Years onsite replacement

##### 1.2 Traffic Aggregation & Load balancing switch (32 Ports)

S.No	Specifications	Details
1	No. Of Ports	<ul style="list-style-type: none"><li>32X100Gbps Ethernet</li><li>32x 40GbE Ethernet</li><li>128 x 10GbE Ethernet</li></ul>
2	Functions Supported	<ul style="list-style-type: none"><li>Aggregation, Regeneration, Packet filtering, and load balancing of monitoring traffic</li><li>Device should be able to receive traffic either from 10G/ 40G/100G SPAN ports or external Taps/splitters and load balance to 10G/ 40G /100G output group.</li><li>Should be compatible with the routers/switches/Splitters/TAPs and server NIC cards from all major OEMs</li></ul>
3	Port Mapping Features	<ul style="list-style-type: none"><li>Traffic aggregation (Any number of input ports)</li><li>Regeneration of traffic to any number of output ports</li><li>Should be able to configure any port as input, output or both</li><li>All ports should be enabled</li></ul>
4	Traffic filtering	<ul style="list-style-type: none"><li>IP source or destination address</li><li>MAC source or destination address</li><li>Source or destination port/protocol</li><li>VLAN</li></ul>

5	IP Packet Load Balancing	<p>a. Traffic received on input ports should be aggregated and load balanced to the multiple groups of Minimum 16 destination ports in each group on the following basis-</p> <ul style="list-style-type: none"> <li>• Session/Flow based (Source IP, Destination IP, Src port, Dest port)</li> <li>• Port addresses/Protocol</li> <li>• MAC addresses</li> <li>• VLAN</li> </ul> <p>b. Automatic inclusion of returned packets of same flow/session in the load balancing criteria.</p> <p>c. Automatic failover of load balancing to other ports in the group in case a monitoring device connected to a port is failed (based on health monitoring)</p> <p>d. Load balancing of all types of IP packets (IPv4 &amp; 6) with different headers or encapsulations like MPLS, VLAN, GTP etc</p> <p>e. De-encapsulation or Striping of Labels/Headers for the protocols like MPLS, GTP, VLAN for entire input or output traffic and this feature should be part of the same box.</p>
6	Switching Performance	<ul style="list-style-type: none"> <li>• Min 3.0 Tbps for 32x100 Gbps ports without dropping any packet.</li> <li>• Scalability through stacking or virtualization of such multiple devices will be preferred.</li> </ul>
7	Management	<ul style="list-style-type: none"> <li>• CLI using local console or remote SSH Connection</li> <li>• User friendly WEB based</li> </ul>
8	Supported SFPs	<ul style="list-style-type: none"> <li>• 32 x 100Gb QSFP28 Ports</li> <li>• 32 x 40GbE QSFP+</li> <li>• 128 x 10GbE</li> </ul>
9	Power	230V AC 50hz , Dual redundant hot swappable power supplies.
10	Warranty	<ul style="list-style-type: none"> <li>• 3 years Onsite Replacement</li> <li>• All updates &amp; upgrades on release by OEM will be provided</li> </ul>

### 1.3 Specifications - High-end servers

S.No	Specification	Details
1	Processor	Intel® Xeon®-Gold Processors – 4 Nos Intel® Xeon® Gold 6448H (2.4 GHz/32-core/64 Thread, 60 MB cache, Turbo HT, 165W) or higher in terms of all parameter
2	Memory	512 GB, DDR4-2933 with all memory channels equally populated (32x16GB) or higher, expandable to 2 TB
3	Internal Storage	Min 8x800GB (or higher) SFF 12Gb/s, 15K SAS Disks
4	Hard disk Controller	SAS RAID Controller (RAID 5/6) up to 12Gbps with 2GB Cache
5	Optical Drive	DVDROM

6	Graphics	Integrated SVGA graphics interface
7	Network Interface	High performance, PCI Express Gen3.0 compliant, Server Ethernet NIC with VLAN Tagging, IPV4 & IPV6 and teaming for failover and load balancing  (a) 2xGigabit Ethernet NIC (10/100/1000 Mbps) (b)2xMellanox Connect X-6 DX Dual Port 100GbE QSFP28 Network Adapter along with 1*100G QSFP28(transceiver) Total Quantity=2
8	PCI slots	6x PCIe Gen 3.0 ( x16 ) I/O expansion slots (At least 2 Nos. PCIe x8 or above and At least 4 Nos. of PCIe x16 full length, Full Height)
9	I/O Ports	Minimum 4xUSB2.0,Keyboard, Optical Mouse
10	Power Supply	Hot Plug AC 230V/50Hz, Redundant Power supply
11	Chassis	Rack Mountable with accessories
12	Management	Integrated Dedicated Remote Management controller (enabled) Remote management solution should support SSL encryption of HTTP traffic) with required license. Server should provide Local & Remote management via Virtual console, providing virtual KVM
13	Supported OS	Red Hat® Linux® Enterprise v8 (Latest Version) (64bit) Advanced Platform,
14	OS to be Supplied	Red Hat Enterprise V8( Latest version) (64 bits) Linux Server Standard (up to 1 guest) 4 Sockets
15	Warranty	3 Years, On-site
16	Warranty/AMC HDD Keep clause	In case, HDD of the system if gone faulty, Replacement is to be done and faulty HDD will not be returned back.

#### Common Items required per site:-

1. Keyboard, Mouse, 15" TFT Monitor per rack to be connected through KVM.
2. KVM switch per rack to support up to 8 Servers 42 U OEM 9KW Server rack to mount servers, KVM Switch, Ethernet Switch, Single Monitor, Keyboard and Mouse with dual PDU and MCB protection. Evenly distributed holes from top to bottom of front and rear doors to permit adequate airflow (equivalent to the required 64 percent open area for ventilation). Each PDU shall support 12xC13 (10A) receptacles and NEMA connectors

#### 1.4 Specifications: Ethernet Access Switch

S.No	Specifications
A	Functional Requirements
1	1URackMountableswitch
2	230V–50Hzpowersupply
3	24x10/100/1000 Mbps RJ45 Ethernet ports
	2x 1000Base-SX up link ports

4	Minimum Switching capacity 52 Gbps and Minimum forwarding rate 38 Mpps.
5	VLANs: Multiple VLAN with Inter VLAN Routing.
6	VLAN support for
	802.1Q tag-based VLANs and trunking
	Protocol-based VLAN
	Management VLAN
7	IEEE802.3adLinkAggregationControlProtocol(LACP)
8	Automatic media dependent interface crossover(MDIX)
9	QoS intelligence to prioritize delay-sensitive and high-bandwidth network traffic
10	Spanning Tree Protocol
	IEEE 802.1D Spanning Tree
	IEEE 802.1w /s Rapid Spanning Tree, Multiple Spanning Tree
11	802.1pclassofservice (CoS) and differentiated services code point (DSCP)
12	SupportforIPv6switchinginhardware
<b>B</b>	<b>Security Features</b>
13	IEEE802.1xdynamic port based and Access control (ACL)based security
14	Secure Shell (SSHv2) Protocol and Simple NetworkManagementProtocolversion3(SNMPv3),Web based (HTTP/HTTPS) management interface
15	Port mirroring to Traffic on a port to another port for analysis with a network analyzer.
16	TACACS+ and RADIUS authentication
17	Support for Jumbo frames(9216bytes)
18	3 years' comprehensive onsite warranty

#### 1.5 Miscellaneous Items

All the patch cords should be factory made, certified and from reputed brands.

1. Multi-mode patch cables LC-LC, 5 Meters
2. Multi-Mode Patch cables LC-LC 15-20 Meters
3. Multi-Mode Patch Cables LC-SC 15-20 Meters
4. Single-Mode Patch cables LC-LC 15-20 Meters
5. Single-Mode Patch Cables LC-SC 15-20 Meters
6. Cat 6, UTP cables 5 Meters
7. Cat 6, UTP cable 15-20 Meters

(Cable Length, connector type and quantity may be redefined according to the site requirements)

#### 1.6 Power and Cooling Requirement

S.No	Equipment	Rated VA	BTU -Hr
1	TAPs	Nil	Nil
2	Load Balancing Switch	450W	
3	High-end server	1400W	4600 BTU/Hr

4	Ethernet Access Switch	100W	
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### SECTION 3 PART C

### SCHEDULE OF REQUIREMENTS (SOR)

The schedule of requirements (SOR) is furnished in the Tables below.

#### Bill of Material:

S.No	Items/Qty.	Jammu	Srinagar
	Total Traffic Volume in Gbps (3 Years Projected)	175 Gbps	100 Gbps
1.	100Gbps Ethernet Optical Links (SM 1310 nm)	0	0
2.	10Gbps Ethernet Optical Links (SM 1310 nm)	41	15
3.	Passive Optical TAPs 100G/10G (Specs. 1.1 Passive TAPs 1/10/100 Gigabit optical)	41	15
4.	Load Balancer (Specs according to Section 3 Part B, Para 1.2, Traffic Aggregation & Load balancing switch (32 Ports))	1	1
	a. 100Gbps SFP-LR4 (1310 nm)	0	0
	<b>QSFP28- LR4</b>		
	b. 100Gbps SFP- SR4 (850 nm)	8	5
	<b>QSFP28- SR4</b>		
	c. QSFP+ 40G PLR4 with Break-In cable	21	8
5.	Servers@60Gbps throughput, RHEL (Specs according to Section 3 Part B, Para 1.3, Specifications - High-end servers)	3	2
6.	42 U server Racks (Included in Server Specs.	1	1
7.	Manageable 24 ports Gigabit Ethernet Switch (Specs. Specifications: Ethernet Access Switch)	1	1
8.	Optical Patch Cables Multi-Mode 5M (LC-LC)	8	5
9.	Optical Patch Cables Single-Mode 5M (LC-LC)	16	7
10.	Optical Patch Cables Single-Mode 20M (LC-LC)	0	0
11.	Cat 6 Patch Cables 3M	12	10
12.	Cat 6 Patch Cable 5M	2	2
13.	Cat 6 Patch Cable 10M	2	2
14.	Cat 6 Patch Cables 20M	0	0
15.	Installation & Commissioning Services	1 set	
16.	A.M.C. for 5 years (for the equipment to be supplied under this tender at 2 sites, after 3 year warranty)	1 set (Minimum 4 % of the equipment cost)	
17.	Any other item required	Bidder to specify	
18.	Documentation (Hard & Soft copy)	1 set at each location	



**Note 1:** deleted.

**Note 2:** The equipments specific to each location shall to be shipped and installed by the bidders. The address and contact details of each location for shipment and execution of work shall be provided to the selected bidder only.

**Note 3:** Bidder shall furnish the detailed unpriced Bill of Material (BOM) for each SOR item mentioned above. The detailed unpriced Bill of Material shall clearly mention all the components including quantities, constituting the SOR items such as servers, taps, load balancer etc.

**Note 4:** There shall not be any difference in the items and quantities in the priced and the unpriced BOMs.

**Note 5:** For SOR, the minimum amount of yearly AMC charges to be taken for evaluation purpose shall be 4% of the equipment cost (excluding input tax credit under GST i.e. net cost to BSNL). However, AMC ordering price will be arrived as per the actual quoted rates.

**Note 6:** For SOR, all components in the solution will have to be covered under three year on-site warranty and thereafter under AMC support for 5 years. All updates, version upgrades, subscription feeds, remote and on-site configuration support will have to be made available without any additional costs during the warranty period and the AMC period.

## SECTION 4 PART A

### GENERAL INSTRUCTIONS TO BIDDERS (GIB)

#### 1. DEFINITIONS:

- a) **"The Purchaser"** means the Chief General Manager, Broadband Networks Circle, Bharat Sanchar Nigam Ltd. (BSNL), Bangalore
- b) **"The Bidder"** means the individual or firm who participates in this tender and submits its bid.
- c) **"The Supplier"** or **"The Vendor"** means the individual or firm supplying the goods under the contract.
- d) **"The Goods"** means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- e) **"The Advance Purchase Order"** or **"Letter of Intent"** means the intention of Purchaser to place the Purchase Order on the bidder.
- f) **"The Purchase Order"** means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as **"Contract"** appearing in the document.
- g) **"The Contract Price"** means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- h) **"Validation"** is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- i) **"Telecom Service Provider"** means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators.  
  
**"Telecom Service Provider"** also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.  
  
In this Tender, reference to TSP also cover Internet Service provider (ISP).
- j) **"Successful bidder(s)"** means the bidder(s) to whom the work in this tender is awarded.
- k) **"Original Equipment Manufacturer"** or **"OEM"** for the purpose of this tender means a company who is manufacturing the equipment or getting it manufactured through contract manufacturer, based on either its own design/ know-how or design/ know-how of any other company/ organization, but not trader.

Additional Definitions related to Domestically Manufactured Electronic Products:

- l) **"Department of Electronics and Information Technology"**: Department of Electronics and Information Technology (Deity) means the Department of Electronics and Information Technology, formerly called Department of Information Technology (DIT), Ministry of Communications and Information Technology, Government of India.
- m) **"Department of Telecommunications"**: Department of Telecommunications (DOT) means the Department of Telecommunications Ministry of Communications and Information Technology, Government of India.
- n) **"Government"**: Government for the purpose of the Policy means Government of India.
- o) **"Government agencies"**: Government agencies are Constitutional bodies, Government PSUs, Societies, Trusts and Statutory bodies set up by the Government.
- p) **"Policy"**: The policy notified by Deity vide Reference No. 8(78) 2010-IPHW dated 10.2.2012 and subsequent guidelines & amendments issued in this regards.
- q) **"Notification"**: Notification is an order issued under the Policy and Guidelines issued there under which specifies the preference to be provided to DMEP.
- r) **"Bill of Material"**: Bill of Material (BOM) for the purposes of the Policy will be sum of costs of all inputs which go into the product (Including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) including parts, sub-parts, components, assemblies, manufacturing costs including cost of design and development/ assembling testing/ sourcing/ power finance logistics insurance done in-house, and/or by external Electronic Manufacturing Service provider royalties and licensee fee for IPR and/ or in-house R&D costs incurred/ amortized to create IPR resident in India, embedded and other software integral to the device. Packing material, brochures and user manuals which are integral to the device shall also be considered as part of BOM. The "profit after tax" and warranty cost of the manufacturer is not part of the BOM. Similarly Sales and Marketing expenses including distribution charges, dealer commission, Branding and promotion are also not part of the BOM.
- s) **"Ex-factory price"** is the price declared by the manufacturer of the electronic product. All duties and taxes levied on the electronic product shall not be part of ex-factory price.
- t) **"Bill of Material sourced from domestic manufacturers"**: BOM sourced from domestic manufacturers would be the sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can be taken) and which have not been imported. An imported material or service including royalty,

IPR/technical fees, which is sold by a domestic trader or intermediary shall not be considered as a domestically sourced BOM.

- u) **"Domestically Manufactured Electronic Products (DMEP)":** Domestically Manufactured Electronic Products are those electronic products which are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs) and engaged in manufacture of such electronic products in India and would include OEM and their Contract Manufacturers, but not traders. In addition, such products shall meet the criteria of domestic value-addition as laid down in the Policy, for being classified as DMEP.
- v) **"Domestic Manufacturer":** Domestic Manufacturer is a manufacturer of domestically manufactured electronic products (DMEP).
- w) **"Generic Products":** Generic Products in the context of this Policy are common electronic products which are extensively used across all sectors of economy and notified as such by Deity or DOT.
- x) **Inputs to an electronic product** include parts, sub-parts, components, assemblies, manufacturing costs including cost of design and development/ assembling/ testing sourcing/ power/ finance/ logistics/ insurance done in-house and/ or by external Electronic Manufacturing Service provider, royalties and licensee fee for IPR, and/ or in-house R&D costs incurred/ amortized to create IPR embedded and other software integral to the specific product.
- y) **"Profit after Tax"** would mean the net profit earned by the company after deducting all expenses like interest depreciation and income tax.

## 2. **ELIGIBILITY CRITERIA:**

- 2.1 Refer to Clause 6 of Section 1 (Detailed NIT)

## 3. **COST OF BIDDING**

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## 4 **DOCUMENTS REQUIRED**

- 4.1 The goods/ services required to be supplied; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.
- 4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

## 5. **CLARIFICATION OF BID DOCUMENTS**

- 5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing through CPP Portal only to the Purchaser as indicated in the DNIT i.e. Section 1

The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives by the date specified in Section 1. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be uploaded on BSNL website & CPP portal, for all the prospective bidders who have downloaded the Bid documents.

- 5.2 The format in which the clarifications are to be sent via CPP Portal (soft copy in Excel format), on e-tender portal is as under:

Sr. No.	Page No	Section (Name & clause No.)	Statement as per tender document	Query by bidder	Reason for Query

- 5.3 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the bid documents. Corrigendum issued by BSNL will be the part of bid document and it is to be submitted by the bidder while submitting the bid.

## 6. **AMENDMENT OF BID DOCUMENT**

- 6.1 At any time, prior to the date of submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.
- 6.2. The amendments shall be notified in writing through E-tender portal to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders a reasonable time (min 7 days) to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably

## 7. **DOCUMENTS COMPRISING THE BID**

The bid prepared by the bidder shall ensure availability of the documents as mentioned in Section 2

## 8. **BID FORM**

The bidder shall complete the bid form and appropriate Price schedule furnished in the Bid documents, indicating the services to be offered, brief description of the service quantity and prices as per SECTION 9 PART A.

## 9. **BID PRICES**

- 9.1 The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. Custom Duty, Goods & Services Tax (GST) etc. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the services it proposes to offer under the contract as per the price schedule given in Section 9 Part B. Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.
- 9.2 Prices indicated in the Price Schedule shall be entered in the following manner:
- (i) Basic unit Price GST (CGST, SGST, IGST) already paid or payable by the supplier shall be quoted separately item wise.
  - (ii) The supplier shall quote as per price schedule given in section 9 Part B for all the items given in schedule of requirement.
- 9.3 A bid submitted with an adjustable price quotation will be treated as non - responsive and rejected.
- 9.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of services offered.
- 9.5 "DISCOUNT, if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. 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".
- 9.6 The price approved by BSNL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in clause 9.1 above subject to other terms and condition as stipulated in clause 21.2 of Section 4 Part A and clause 7 of Section 5 Part A of Bid-document. Unloading charges at the consignee end shall be borne by the supplier and no separate charges shall be paid for transportation to individual sites.
10. **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION**
- 10.1 The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents. All documents must be duly signed by the authorized signatory of the firm/company.
- a) Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category or Women owned category, a proof in this regard also need to be submitted.
  - b) Type Approval Certificate given by Telecom Engineering Centre (TEC)/ TSEC issued by the Quality Assurance Circle of BSNL or proof of having applied for TSEC (copy of Form QF 103 be attached). However, for items like optical taps, load balancing switching, servers, manageable 48 port GE switch bidder may submit the Factory Test report indicating conformance to the specification for these items.
  - c) Inspection Certificate issued by BSNL (QA) for execution of educational/ Commercial Order.

- d) All the necessary documents to establish the eligibility and qualification of bidder as specified in Section-1(DNIT) and Section-4 Part B.
  - e) Certificate of incorporation.
  - f) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
  - g) PAN No. of the Bidder
  - h) Audited Balance sheet of immediate last three financial years
  - i) Experience Certificate
  - j) Documentary proof of GST registration.
  - k) PMA compliance certificates wherever applicable.
  - l) Power of Attorney as per clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per clause 14.3 (b) or (c).
  - m) deleted
  - n) Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 34.
  - o) List of all Directors including their name(s), Director Identification Number(s) (DIN) and address(es) along with contact telephone numbers of office.
  - p) Attestation of the signature of the authorized signatory by the company bankers.
  - q) deleted
  - r) deleted
  - s) Any other certificate(s) as per the Tender requirements.
- 10.2 Documentary evidence for financial and technical capability
- a) The bidder shall furnish audited Annual Report to assess its financial capability.
  - b) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.
- 10.3 In order to enable the Purchaser to assess the proven-ness of the system offered, the bidder shall provide documentary evidence regarding the system being offered by him.
- 10.4 A signed undertaking from Authorized Signatory of the bidder that shall certify that all components/ parts/ assembly/ software used in the Desktops and Servers like Hard disk, Monitors, Memory etc. shall be original, new components/ parts/ assembly/ software and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used.
- 10.5 For supply of any software i.e. operating system or any applications software the bidder should submit a Certificate Of Authenticity (COA), signed by Authorized

Signatory stating that all Software supplied are authentic and legal copy is/ are being supplied.

- 10.6 Documentary evidence/ Declaration to the effect that the type of software to be utilized in the system/ equipment i.e. Packaged/ Canned OR Customized shall be furnished by the bidder. In case of Packaged/ Canned, the portion of value which represents consideration paid or payable for transfer of right to use such goods subject to provisions laid down in Central Excise/Custom Notifications”.

**11 DOCUMENT ESTABLISHING GOODS/ SERVICES CONFORMITY TO BID DOCUMENT**

- 11.1 Pursuant to clause 7, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all goods and services which he proposes to supply under the contract.

- 11.2 The documentary evidences of the "goods and services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:

- (a) detailed description of goods with essential technical and performance characteristics;
- (b) a list, giving full particulars including available sources and current prices of all spare parts, special tools, etc., necessary for the proper and continuous functioning of the goods for a period of three years following commencement of use of the goods by the purchaser, and
- (c) a clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Scope of Work, Technical Specifications, SOR (Section-3 Part A, B & C), General (Commercial) Conditions & Special (Commercial) Conditions, General Conditions of AMC (Section- 5 Part A, B & C) shall not be considered.

- 11.3 For the purpose of compliance to be furnished pursuant to the clause 11.2(c) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

**12. BID SECURITY/EMD**

- 12.1 The bidder shall furnish, as part of its Bid, a Bid Security as mentioned in Section 1 (DNIT).
- 12.2 The Micro and Small Enterprise (MSE) bidders who are registered with Appropriate Authority are exempted from payment of bid security :



- a. A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
  - b. The enlistment certificate issued by MSE should be valid on the date of opening of tender.
  - c. MSE unit is required to submit its monthly delivery schedule.
  - d. If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations; he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.
- 12.3 The bid security is required to protect the purchaser against the risk of Bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.
- 12.4 A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders and returned to the bidder unopened (for manual bidding process)
- 12.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser pursuant to clause 13.
- 12.6 The successful Bidder's bid security will be discharged upon the Bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security.
- 12.7 The bid security may be forfeited:
- a. If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
  - b. In the case of successful bidder, if the bidder fails to sign the contract in accordance with clause 28;

Note : The bidder shall mean individual company firm or the front bidder and its partner as applicable

### **13. PERIOD OF VALIDITY OF BIDS**

- 13.1 Bid shall remain valid for period specified in clause 2 of Tender Information (Section-2) from the date of opening of bids prescribed by the purchaser. A bid valid for a shorter period shall be rejected by the purchaser being non- responsive.
- 13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting

his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

#### **14      FORMAT AND SIGNING OF BID**

14.1      The bidder shall submit his bid, online (in case of e-tendering) complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature (in case of e-tendering) by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

Note :    The Purchaser may ask the bidder(s) to supply, besides original bid, additional copy of bids as required by him.

14.2      The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

#### **14.3    Power of Attorney**

- a.    The power of Attorney should be submitted and executed on the non- judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- b.    The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate. A copy of resolution authorizing the concerned person by the Board of Director to execute power of attorney shall be attached.
- c.    In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney. A copy of the Partnership deed (first, last and relevant pages) duly attested by all partners shall be attached.
- d.    Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.
- e.    Any individual authorized in writing to execute Contracts or other agreements or commitments or physically sign or digitally sign the bid documents etc. on behalf of the bidder company shall be one of the power of attorney holders of the bidder company as per clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per clause 14.3 (b) or (c) of Section-4 Part A of the tender document. The letter of authorization shall be indicated by written power of attorney accompanying the bid.

#### **15.      SEALING AND MARKING OF BIDS**

- 15.1 The bid should be submitted as per Clause 3 and Clause 4 of Section 2 (tender information).

**16. SUBMISSION OF BIDS**

- 16.1 Bids must be submitted by the bidders on or before the specified date & time indicated in Clause 6 of Section 1 i.e. DNIT.
- 16.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 of Section 1 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

**17. LATE BIDS**

No bid shall be accepted online by the Central Public procurement portal (CPPP) after the specified deadline for submission of bids prescribed by the purchaser.

**18. MODIFICATION AND WITHDRAWAL OF BIDS**

- 18.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.
- 18.2 The Bidder's modification, revision or withdrawal shall have to be online and digitally authenticated as per Section 4 Part A clause 15.
- 18.3 No bid shall be allowed for modification subsequent to the deadline for submission of bids.

**19. OPENING OF BIDS BY PURCHASER**

- 19.1 The purchaser shall open bids online (in case of e-Tenders) in the presence of the authorized representatives of bidders who chose to attend, at time & date specified in Clause 8 of DNIT (Section 1) on due date.

The Bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening.

- 19.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

- (i) The bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids.

The CET will evaluate Techno-commercial bids & the report of CET will be approved by competent authority.

The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno commercially eligible bidders/ authorized representatives by sending them a suitable notice.

- (ii) The information from following items may be displayed at the time of Techno-commercial bid opening, as per CPPP :-

- a) Name of the Bidder
- b) Name of the item
- c) Submission of Bid security (or exemption), validity and acceptability
- d) Information in respect of eligibility of the bidder.
- e) Details of bid modification/ withdrawal, if applicable.

(iii) The information from following items may be displayed at the time of Financial bid opening, as per CPPP:-

- a) Name of the Bidder
- b) Name of the item
- c) Quantities/prices quoted in the bid
- d) Taxes & levies

19.3 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.

## 20. **CLARIFICATION OF BIDS**

20.1 To assist in the examination, evaluation and comparison of bids, the purchaser 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.

20.2 If any of the document required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However, the purchaser at its discretion may call for any clarification regarding the bid document within the stipulated time period. In case of non-compliance to such queries, the bid will be outrightly rejected without entertaining any further correspondence in this regard.

## 21. **PRELIMINARY EVALUATION**

21.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. In case the unit price quoted does not tally with its breakup quoted, the same shall be corrected by summing up the breakups. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser.

- 21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected
- 21.4 Prior to the detailed evaluation pursuant to clause 20, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence
- 21.5 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.6 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.
22. **EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS**
- 22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods offered along with all applicable taxes, packing, Forwarding, Freight and Insurance charges etc. as arrived in Col. 16 of the price schedule in the Section-9 Part B (I&II) of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above.
- a) Duties, taxes & Cesses for which the firm has to furnish GST Challans / Tax Invoices will be indicated separately in the PO / APO.
  - b) Suppliers should furnish the correct HSN / SAC classification /Customs tariff Head in the price Schedule. If the credit for the Duties, Taxes and Cesses under provision/ rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the suppliers will be liable to refund such non- admissible amount, if already paid, along with penalty and interest if charged by the concerned authority.
  - c) In case the Duties ,Taxes and Cesses which are not eligible for input tax credit as per the quotes indicated in the price schedule by the suppliers and subsequently at any stage it is found that Credit for such Duties, Taxes and Cesses is admissible as per provision of GST law, then the suppliers will be liable to refund the amount equivalent of such Duties ,Taxes and Cesses if already paid to them. The refund by vendor shall not be required if the credit can be claimed within the time limit prescribed under the applicable legislation and BSNL has all documents to claim such credit and BSNL has actually claimed such credit. The refund is also subject to the bidder performing necessary act for enabling BSNL to claim the credit viz. upload the information on GSTN. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser

to avail the input tax credit provided such credit is still available for the amount so paid as per provision of GST law.

- d) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification/ Customs Tariff Head from the CGST/SGST/IGST officer or Customs authority where the HSN or SAC classification/ Customs Tariff Head furnished against the particular tendered item by different bidders, differs from each other or the same is found apparently not furnished in accordance with GST Act/Customs Tariff notifications.
- e) If the supplier fails to furnish necessary supporting documents i.e. Tax invoices / Customs invoices etc. in respect of the Duties, Taxes and Cesses which are eligible for input tax credit, the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the firm
- f) If the supplier fails to perform necessary compliances which would any manner restrict BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the supplier.
- g) If the supplier does not disclose the correct details on the invoice or on the GSTN viz. GSTIN, Place of Supply, etc. which restricts BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the supplier.
- h) Evaluation of the Two year AMC Portion of the Price quoted in the Price Schedule will be done on the basis of NPV (Net Present Value). Since the AMC is to be entered at the end of warranty period of three year, the calculation for NPV of AMC shall be done as follows:

Net Present Value (NPV) of AMC for equipment = (NPV of Two year AMC),  
Quoted rates for AMC for 1st year / (1.1)<sup>4</sup> + Quoted rates for AMC for 2nd year / (1.1)<sup>5</sup>

In case items with same nomenclature for the same capacity is quoted with different price in the Price Schedule or in the Priced Bill of Material, the lowest price for the items with same nomenclature shall be paid for all such items

## **23. CONTACTING THE PURCHASER**

- 23.1 Subject to Clause 20, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 23.2 Any effort by a bidder to modify his bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

## **24. PLACEMENT OF ORDER**

- 24.1 The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved/ validated by

the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.

24.2 The ordering price of any bidder shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in Govt. duties/taxes within scheduled delivery date (SDD), the unit prices with applicable revised duties/taxes will be paid to suppliers irrespective of their ranking viz.L1/ L2/ L3 .....etc. keeping other levies & charges unchanged.

24.3 The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

**25. PURCHASER'S RIGHT TO VARY QUANTITIES**

25.1 BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price and other terms and conditions at the time of award of APO.

25.2 BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.

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

**26. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The Purchaser 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.

**27. ISSUE OF ADVANCE PURCHASE ORDER**

27.1 The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into contract with the bidder.

27.2 The bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance security in conformity with the proforma 7(B) provided with the bid document at SECTION 7

27.3 In order to ensure the security of the network, bidder will be required to submit the signed Agreement with regard to Security Requirements as per proforma under SECTION 10 of this tender document within 15 days of purchase order.

28. **SIGNING OF CONTRACT**

28.1 The issue of Purchase order shall constitute the award of contract on the bidder.

28.2 On successful bidding, the Successful Bidder shall submit Performance bank Guarantee (PBG) @5% of the value of the Advance Purchase Order, within 14 days from the date of issue of the APO Performance Security shall remain valid for a period of 5 years from the date of issue of PBG. In case a bid is submitted by bidder in consortium, the lead bidder will provide 50% PBG while the consortium partners shall provide remaining 50% PBG having a validity period of 5 years from the date of issue of PBG. On receipt of all mandatory undertakings/ PBG/ Certificates including Non disclosure agreement (Section 7(F)) from successful bidder, service agreement be done between purchaser and successful bidder.

Award of work shall be in accordance with para 3A (c) of Public Procurement (Preference to Make in India), Order 2017 latest revision vide No. P-405021/2/2017-PP (BE-II) dated 16/09/2020 issued by DPIIT.

28.3 The successful bidder shall submit performance bank guarantee (PBG), three months prior to expiry of warranty period for the AMC @5% of the value of equipment cost or the quoted average value of the yearly AMC charges, whichever is higher. Performance Security shall remain valid for a period of 5 years from the date of issue of PBG. The AMC PBG should have validity period of Five and half years from the date of commencement of AMC. This Performance bank guarantee for AMC shall be submitted to the BSNL before release of Performance BG submitted against APO.

29. **ANNULMENT OF AWARD**

Failure of the successful bidder to comply with the requirement of above mentioned clause 27 and 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

30. **QUALITY ASSURANCE REQUIREMENTS**

The supplier shall have Quality Management System supported and evidenced by the following:

- (a) A Quality Policy.
- (b) A management representative with authority and responsibility for fulfilling QA requirements and for interfacing with purchaser in the matters of Quality.



- (c) Procedure for controlling design/ production engineering, materials, choice of components/vendors, manufacturing and packaging process for supplying quality products.
- (d) System of Inward Good Inspection.
- (e) System to calibrate and maintain required measuring and test equipment.
- (f) System for tracing the cause for non-conformance (traceability) and segregating product which don't conform to specifications.
- (g) Configuration management and change-control mechanism.
- (h) A quality plan for the product.
- (i) Periodical internal quality audits.
- (j) A 'Quality Manual' detailing the above Or infrastructure assessment certificate and Type Approval Certificate (TAC)/ Technical Specifications Evaluation Certificate (TSEC) issued by "QA Circle" shall be furnished.

### 31. **REJECTION OF BIDS**

31.1.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non- compliance of any one of these shall result in outright rejection of the bid.

- a.
  - 1. Bid Security/ EMD/ Bid security declaration
  - 2. Tender Fee
- b.
  - 1. Copy of Certificate of Incorporation/ Partnership deed
  - 2. The annual turnover certificate and audited Profit & Loss statement duly certified by the chartered accountants (CA) / company auditors
  - 3. Certificate of experience from the client(s), indicating the equipment and software details.
  - 4. Any bidder 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 OM bearing No.7/10/2021-PPD (1) Dated 23.02.2023 issued from Department of Expenditure, Ministry of Finance. In this regard, Bidder has to submit a self-declaration as per format at Section 6 Part A, Annexure 2 duly filled and signed
  - 5. Self-Certificate by the bidder that, the Bidder is not a Licensed Telecom Service Provider to provide Basic Services/ Cellular Telephony Services/ Internet Services/ UASL/ NLD/ ILD Services anywhere in India.
  - 6. Self-Certificate by the bidder that, the Bidder shall not have controlled equity stake or vice versa, in any of Basic Services/ Cellular Telephony Services/ Internet Services/ UASL/ NLD/ ILD/ IN Services operating companies in India.

7. Bidder shall submit a self-declaration that they are not blacklisted/debarred with Ministry of Communication or 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 2nd Nov 2021, as on Bid submission date
  8. Valid PAN from Income Tax Department
  9. Valid GST Registration
  10. A self-declaration along with the evidence that the bidder is not black listed by GST authorities shall be submitted by supplier
  11. Bid Form
  12. The Bidder shall provide the details of make and model no. of the equipments (imported /indigenous) as part of technical bid
  13. OEM Support Document dully filled and signed as per SECTION 7(G)
  - c. No Deviation Certificate
  - d. Section 9 Part B Price Schedule: Prices are not filled in as prescribed in price schedule.
- 31.1.2 While giving compliance to Section-5 Part A General Commercial conditions, Section-4 Part B Special Instructions to Bidders, Section-5 Part B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient,
  - 31.1.3 Section-4 Part A clause 9.5 on discount which is reproduced below: - "Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account"
  - 31.2 Before outright rejection of the Bid by Bid-Opening Team for non-compliance of any of the provisions mentioned in clause 31.1.1(a) & 31.1.1(b) of Section 4 Part A, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
  - 31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
  - 31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in

their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.

- 31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days' notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

32. **ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT.**

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

- a) Does not offer services in time;
- b) Services does not perform satisfactory in accordance with the specifications;
- c) Or any other default whose complete list is enclosed in Appendix-1. Purchaser will take action as specified in Appendix-1 of this section.

33. Clause Deleted

34. **Near Relationship Certificate :**

- 34.1 The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. In case of proprietorship firm, certificate will be given by the proprietor. For partnership firm, certificate will be given by all the partners. In case of Limited Company, certificate will be given by all the Directors of the company excluding 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 full time Directors of PSUs both state and central. In case of LLP Company, certificate will be given by designated Partners of the LLP. Due to any breach of these conditions by the company or firm or any other person the tender 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.
- 34.2 The company or firm or the person will also be debarred for further participation in the concerned unit.
- 34.3 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).

- 34.4 Please refer to the Proforma of Near Relationship certificate enclosed in Section 6 Part B of this Tender document.

**35. Verification of Document and Certificates**

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

A successful bidder shall have to furnish originals of all documents of their eligibility criteria documents (submitted with bid) for verification by BSNL and issue of PO shall be subject to satisfactory verification.

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

**36. Security Requirements/Agreement**

- 36.1 The Supplier shall enable the Purchaser to comply with Applicable Laws including but not limited to notifications, circulars etc. issued by DoT from time to time.

- 36.2 The Supplier recognizes and accepts that in order to make, maintain and ensure Purchaser's networks compliant with security related instructions and guidelines issued by the DoT from Time to time, complete cooperation and commitment of the Supplier is necessary. To help and address the business continuity, communication, security requirements and security management of Purchaser's network, the Supplier shall execute an agreement in the form as contained in Section 10 of the Tender Document before issuance of any APO by the Purchaser, subject to the guidelines issued by DOT as amended from time to time. It is clarified that the execution of such agreement shall be a condition to the effectiveness of the Advance Purchase Order. For complying with the requirements under Section 10, if any additional Hardware, Software & Services are required then the same may be quoted by the bidder as part of the bid, under the provision in Clause 5 of Section 4 Part B.

**36.3 Compliance with Licenses**

The Supplier shall assist and provide support as and when required to the Purchaser including the providing of information and documents to comply with the provisions of the Licenses, any amendments made thereto as well as any notifications, circulars, letters issued by DoT or any other Governmental Authority from time to time specially in relation to security clearance and lawful interception.

**36.4 Non-Compliance**

The Supplier, including their personnel, employees, associates and sub- suppliers shall be solely responsible for complying with the statutes, laws, regulations, subordinate legislation, administrative orders and instructions issued by relevant Government Authorities, regarding, but not limited to, environment, industrial relations, security and taxation, during the performance of their respective obligations under this Contract.

Without limiting the generality of the foregoing, the Supplier shall be responsible for compliance with the Applicable Laws and similar regulations applicable to its activities hereunder, at its own cost and expenses. In the event there is a delay by the Supplier which is solely attributable to Supplier in fulfilling its obligations under this Contract or any non-compliance or breach of obligations under this Contract by the Supplier due to which any Governmental Authority imposes sanctions on Purchaser, which results in financial and other liabilities on the Purchaser, the Supplier shall be liable to make good such loss immediately which has been suffered by the Purchaser.

37. **Reservation/ Procurement from MSE units:** Not Applicable for this tender, being a turnkey work.

### Appendix -1 to Section 4 Part A

S.No	Defaults of the Bidder/ Vendor	Action to be taken
A	B	C
1 (a)	Submitting fake / forged a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD and/or PBG; b) Certificate for claiming exemption in respect of tender fee and/ or EMD; and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	i) Rejection of tender bid of respective Vendor. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Termination/Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.
	Note 1: However, in case the performance guarantee if alright will not be forfeited.	
	Note 2: Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.	
1 (b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with GST, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	(i) If detection of default is prior to award of APO	i) Rejection of Bid & ii) Forfeiture of EMD. iii) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
	(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)	i) Cancellation of APO, ii) Rejection of Bid & iii) Forfeiture of EMD. iv) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order
	(iii) If detection of default after receipt of PG/ SD (DD,BG etc.) .	i) Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned. iv) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order

	(iv) If detection of default after issue of PO/ WO	<p>i) Termination/ Short Closure of PO/WO and Cancellation of APO</p> <p>ii) Rejection of Bid &amp; iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.</p> <p>iv) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.</p>
	Note 3 : However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	Note 4 : No further supplies are to be accepted except that required to make the already supplied items work.	
2	<p>If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties &amp; responsibilities for the following :</p> <p>(a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.</p> <p>(b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.</p>	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	<p>i) Termination of PO/ WO.</p> <p>ii) Under take purchase/ work at the risk &amp; cost of defaulting vendor.</p> <p>iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	<p>i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable.</p> <p>ii) Under take purchase/ work for balance quantity at the risk &amp; cost of defaulting vendor.</p> <p>iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR

		ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) and undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	i) If the material is not at all acceptable then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment)and undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and iii) Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' clause 21 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	(a) for amount already paid by BSNL .	
	(b) for Quantity in excess of that supplied by Vendor to BSNL.	
	(c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	
	Note 5 : The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	Note 6 : This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc. iv) Legal action will be initiated by BSNL against the Vendor if required.
	(a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	
	(b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.	
	(c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	
	(d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	



	(e) undertakes any action that affects/ endangers the security of India.	
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, if the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	(a) inspite of order of Arbitrator.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the

		<p>vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p> <p>iii) Take legal recourse i.e. filing recovery suite in appropriate court.</p>
	(b) inspite of Court Orders.	<p>i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	<p>The following cases may also be considered for Banning of business:</p> <p>(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.</p> <p>(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 &amp; 4.2.</p> <p>(c) If the vendor/ supplier fails to submit required documents/ information, where required.</p> <p>(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.</p>	<p>Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
Note 7 : The above penalties will be imposed provided it does not clash with the provision of the respective Tender		
Note 8 : In case of clash between any other guidelines & provision of invited Tender, the above provisions shall prevail over those other guidelines		
Note 9 : Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC/ CAMC which will continue along with settlement of Bills		

**SECTION 4 PART B**  
**SPECIAL INSTRUCTIONS TO BIDDERS**

1. The Special Instructions to Bidders shall supplement the 'Instructions to Bidders' and in case of any conflict with those in Section-4 Part A i.e. GENERAL INSTRUCTIONS TO BIDDERS (GIB), the provisions herein shall prevail.
2. **Eligibility Conditions:** As per Para 4 of DNIT.
3. **Preference to Make In India products**
  - 3.1 Purchaser reserves the right for providing Preference to Make In India products in accordance with Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry letter no. P-45021/2/2017-PP(BE-II) dated 04th June, 2020 [Public Procurement (Preference to Make in India), Order 2017-Revision] along with relevant references from earlier letters, DPIIT Order No. 45021/2/2017-B.E.-II dated 15-06-2017, Order dated 28-05-2018, Order Dated 29-05-2019 etc along with latest guidelines & amendments, if any. Ministry of Finance, Department of Expenditure F.No. 6/18/2019-PPD dated 23rd July, 2020 along with relevant letters/ amendments (if any) shall also be applicable.
  - 3.2 Definitions:
    - (i) **'Local content'** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
    - (ii) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under Order dated 04-06-2020.
    - (iii) **'Class-II local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under Order dated 04-06-2020.
    - (iv) **'Non Local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under Order dated 04-06-2020.
    - (v) **'Margin of purchase preference'** means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.
    - (vi) **'Works'** means all works as per Rule 130 of GFR- 2017, and will also include turnkey.
  - 3.3 **Margin of Purchase Preference:** The margin of purchase preference shall be 20%. Further, the preference to 'Class-I local supplier' shall be subject to meeting technical specifications and matching L1 package price.
  - 3.4 'Class-I local suppliers' are required to indicate the 'Local content' in terms of BoM for the quoted product, in their bid in the following format:

### Format for Local Content

Item No	Item Description	Manufacturer/ Supplier	Country of Origin	'Local Content' in Percentage

### 3.5 Verification of local content

- (a) The 'Class-I local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class-I local supplier, as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- (b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- (c) False declarations will be in breach of the Code of Integrity under Rule 175(1)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (i) of the General Financial Rules along with such other actions as may be permissible under law.
- (d) A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

### 4. Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017]:

4.1 Any bidder from a country which shares a land border with India shall be eligible to bid in this tender only if the bidder is registered with the Competent Authority. Any OEM from a country which shares a land border with India will be eligible to participate as OEM in this tender only if the OEM is registered with the Competent Authority.

### 4.2 Definitions:

4.2.1 "Bidder (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

4.2.2 "Bidder/OEM from a country which shares a land border with India" for the purpose of this Order means:  
a. An entity incorporated, established or registered in such a country; or

- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

4.2.3 The beneficial owner for the purpose of above will be as under:

- 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation-
  - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company.
  - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain control or ownership.

4.2.4 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

4.2.5 The successful bidder 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.

Model Certificate for Tenders (for transitional cases): The bidder/OEM is required to submit the following certificate:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders: The bidder/OEM is required to submit the following certificate:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting: The bidder/OEM is required to submit the following certificate:

"I have read the clause 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; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

## **5. Tender Evaluation**

5.1 The evaluation methodology is as per Section- 4 Part A clause-21 & 22 of the Tender Document. The tender shall be evaluated on the basis of price schedule of all the items of Section-9 Part-B.

5.2 The price of various components detailed in the SoR shall be evaluated. All those items which respective Bidders consider essential for commissioning of the project and have not been indicated in SOR items shall be quoted by the bidder under the heading "any other item" in the price schedule.

5.3 In case the Bidder has not quoted for any of the item that are essential for the completion of the Project, it shall be presumed that cost of such items is covered as part of some other sub-system of the offer and no extra amount shall be payable by purchaser. The successful bidder shall be required to supply all material/goods/services required to make the equipment operative as per the requirements and for integrating with the existing network.

### **5.4 Evaluation of the cost of AMC**

5.4.1 The bidder shall quote year-wise Comprehensive AMC Charges in the bid for the equipments to be supplied under this tender (AMC)

#### **5.4.2 Evaluation of the cost of AMC:**

- (i) The minimum amount of yearly AMC charges for evaluation purpose shall be taken 4% of the equipments cost (excluding input tax credit under GST i.e net cost to BSNL). However ordering price shall be arrived as per the actual quoted rates.

- (ii) For evaluation purpose, the AMC for the period mentioned in the price schedule shall be calculated at a discounted rate of 12% per year to arrive at the NPV (Net Present Value) as per formula given below:

Since the AMC is to be entered at the end of warranty period of three years, the calculation for NPV of AMC:

Net Present Value (NPV) of AMC1

= Quoted rates for AMC for 1st year / (1.12)<sup>2</sup> + Quoted rates for AMC for 2nd year / (1.12)<sup>3</sup> + Quoted rates for AMC for 3rd year / (1.12)<sup>4</sup> + Quoted rates for AMC for 4th year / (1.12)<sup>5</sup> + Quoted rates for AMC for 5th year / (1.12)<sup>6</sup> + Quoted rates for AMC for 6th year / (1.12)<sup>7</sup> + Quoted rates for AMC for 7th year / (1.12)<sup>8</sup>

5.4.3 deleted

## 6. **Loading**

- 6.1 In case any item is not quoted by a Bidder mentioned in the SOR of the tender document or the price of any item is not available in its own bid, then the bid shall be loaded by the highest price quoted by any of the bidders for that item. The loaded item shall be supplied at lowest cost quoted by any of the bidder.
- 6.2 Cases in which the bidder has quoted for less quantity for any of the items than that indicated in the SOR of the tender document, then the price bid shall be loaded to the extent of the difference in the quantity of the item to meet the full requirement of the SOR on a pro-rata basis for the purpose of evaluation and ordering.
- 6.3 No de-loading of the bid is envisaged, if the quoted quantity in the bid is higher than that requested in the tender for the purpose of evaluation.
- 6.4 AMC cost shall not be paid for all items supplied free of cost on account of the loading. The same principle shall be applied for the cost towards services.
- 6.5 Offer to the L1 bidder(s) after correcting the arithmetical errors and effecting changes in the unit prices due to loading shall not tantamount to counter offer. If not accepted by the bidder, then he/she shall be liable to be barred from participating in future tenders/RFPs of BSNL for a period of two years.

## 7. **AWARD OF CONTRACT**

- 7.1 After evaluation of the financial bids (of technically and commercially responsive bidders), Among all qualified bids, the lowest bid will be termed as L1.
- 7.2 If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- 7.3 If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's evaluated prices (with NPV of the AMC) falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- 7.4 In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be

awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the work shall be awarded to the L1 bidder.

- 7.4 'Class-II local supplier' will not be given purchase preference in the procurement.



## **SECTION 4 PART C**

### **e-TENDERING INSTRUCTIONS TO BIDDERS**

1. These Special Instructions to Bidders shall supplement 'Instruction to Bidders', as enclosed in Sec 4 Part 4 of the Tender document.

- 1.1 Submission of Bids only through online process is mandatory for this Tender.

- 1.2 The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://etenders.gov.in/eprocure/app>

- 1.3 **REGISTRATION**

- 1.3.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.

- 1.3.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

- 1.3.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

- 1.3.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

- 1.3.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

- 1.3.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

- 1.4 **SEARCHING FOR TENDER DOCUMENTS**

- 1.4.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- 1.4.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be

moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 1.4.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## 1.5 **PREPARATION OF BIDS**

- 1.5.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 1.5.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 1.5.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 1.5.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

## 1.6 **SUBMISSION OF BIDS**

- 1.6.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 1.6.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 1.6.3 Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 1.6.4 Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- 1.6.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 1.6.6 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 1.6.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 1.6.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 1.6.9 Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 1.6.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## 1.7 **ASSISTANCE TO BIDDERS**

- 1.7.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 1.7.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

For any technical related queries please call at 24 X 7 Help Desk Number 0120-4200 462/4001 002/4001 005/6277 787

International Bidders are requested to prefix +91 as country code

Email Support:

For any issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical – support-eproc@nic.in

Policy Related – cppp-doe@nic.in

For any technical related queries please call at NIC Help Desk Number (between Monday to Friday, 9 AM to 5 PM).

## **SECTION 5 PART A**

### **GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT (GCC)**

#### **1. APPLICATION**

The General Conditions of Contracts provide the terms and conditions applicable to the Supplier for the supply of Goods and the provision of Services.

#### **2. STANDARDS**

The Goods and Services supplied under the Contract shall conform to the standards prescribed in the Technical Specifications mentioned in Section-3.

#### **3. PATENT RIGHTS**

The Bidder shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods and/or Services or any part thereof in Indian Telecom Network.

#### **4. PERFORMANCE SECURITY/ PERFORMANCE BANK GUARANTEE**

4.1 The Successful Bidder (including MSEs who are registered with the designated MSE bodies, like National Small Scale Industries Corporation etc.) shall pay Performance Bank Guarantee (PBG) to the Purchaser for an amount equal to 5% of the value of Advanced Purchase Order, within 14 days from the date of the issue of Advance Purchase Order(APO). Performance Security shall remain valid for a minimum period of 5 years.

4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

4.3 The performance security Bond shall be in the form of Bank Guarantee issued by a Scheduled Commercial Bank (excluding co-operative banks) from public/ private sector and in the proforma provided in Section-7B of this Bid Document.

4.4 The performance security Bond will be released by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

#### **5. INSPECTION AND TESTS**

5.1 The Purchaser or its representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.

5.2 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification / requirements free of cost to the purchaser.

- 5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the equipment and accessories on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in clause 5.4 below.
- 5.4 If any equipment or any part thereof, before it is taken over under clause 5.5, is found defective or fails to fulfill the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of equipment as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.
- 5.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking Over Certificate. The inspector /ultimate consignee shall not delay the issue of any "taking Over Certificate" contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding six months. The Taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, BCPC (Bills Copy Payable Challan) shall be equivalent to "Taking Over Certificate", issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty obligation. BCPC in respect of last consignment against the purchase order will be equivalent to "Taking Over Certificate".
- 5.6 Nothing in clause 5 shall in any way release the Supplier from any warranty or other obligations under this contract.

## **6. DELIVERY AND DOCUMENTS**

- 6.1 Delivery of the goods and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.
- 6.2 The delivery of the goods and documents shall be completed within time frame stated in Section-2 (Tender information).
- 6.3 All Technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the Supplier at no extra cost during laboratory evaluation, type approval and field trial, if any.
- 6.4 The extension of delivery period against the purchase order, if any, shall be granted subject to the condition that BSNL shall have the absolute right to revise the price(s) and also to levy penalty for the delayed supplies.

## **7. TRAINING (refer SECTION 5 PART B)**

## 8. **INCIDENTAL SERVICES**

The Supplier may be required to provide any or all of the following Services:

- (a) Performance or supervision of on-site assembly and/or start-up of the supplied goods.
- (b) Furnishing of tools required for assembly and/or maintenance of supplied goods:
- (c) Performance of supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties that this service shall not relieve the Supplier of any Warranty obligations under this Contract.

## 9. **SPARES**

9.1 The supplier shall be required to provide a list of the following material and notifications pertaining to spare parts manufactured or distributed by the supplier of spares including cost and quantity considered for arriving at the price of spares in Sec-4 Part A clause 9.

- (a) Such spare parts as the purchaser may elect to purchase from the supplier provided that such purchase shall not relieve the supplier of any warranty obligation under the contract.
- (b) In the event of termination of production of the spare parts, the supplier shall:
  - (i) give advance notification to the purchaser pending termination (not less than 2 years), in sufficient time to enable the purchaser to procure life time spare; and
  - (ii) following such advance intimation of termination, furnish at no cost to the purchaser, the blue prints, drawings and specifications of spare parts, if and when requested.

9.2 Over a period of six (6) years starting from the date of final acceptance, the supplier shall supply, at its own cost, all necessary spares which have not been included in the offer as part of the requirement. These spares should be supplied within a maximum period of 30 days from the notification by the purchaser of its need.

## 10. **WARRANTY**

10.1 The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/ or otherwise and shall remedy such defects at its own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for/ and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) twelve

months after the stores have been taken over under clause 5.5 above. All clauses of AMC shall apply during the warranty period also.

- 10.2 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the clause 10.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.
- 10.3 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

**11. PAYMENT TERMS**

- 11.1 Payment of specified percentage of the price as stated in Clause 5 of Section -2 (Tender Information) shall be made on receipt of goods by consignee. For claiming this payment the following documents are to be submitted to the paying authority.
- a) Invoice clearly indicating break up details of composite price i.e. Basic, Goods and Services Tax (GST), any other Duties and Taxes, Freight/Packing Charges, etc.
  - b) Acknowledged Delivery Challan in original.
  - c) Excise gate pass / invoice or equivalent document, if applicable.
  - d) Inspection Certificate of QA(Payable copy in original)
  - e) Consignee receipt
  - f) The sea freight receipt as per the rates approved by the Ministry of Water and Surface Transport, if applicable.
  - g) E-way bill as prescribed in the GST law in case of movement of goods
  - h) Proof of payment of GST, if applicable.
  - i) Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances.

Note :- 1) If the supplier fails to furnish necessary supporting documents i.e. GST invoice / Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier.

2) Tax amount will be paid to the supplier only after supplier declares the details of the invoices in its return in GSTR-1 and GSTR-3 uploaded by the supplier and the same is reflected in GSTR-2A of BSNL on GSTN portal.

3) TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be).

4) BSNL can adjust/ forfeit Bank Guarantee obtained from the supplier against any loss of input tax credit to BSNL on account of supplier's default.

5) In case BSNL has to pay GST on reverse charge basis, the supplier would not charge GST on its invoices. Further, the supplier undertakes to comply with the provisions of GST law as may be applicable.



- 11.2 Necessary declaration, statutory forms (if any) shall be provided by BSNL to avail concessional rate of tax wherever applicable on the request of the supplier as and when asked for.
- 11.3 No payment will be made for goods rejected at the site on testing.
- 11.4 The supplier has to give the mandate for receiving payment costing Rs.5 lakhs and above electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/supplier. The bidder company is required to give the following information for this purpose:-
- (a) Beneficiary Bank Name:
  - (b) Beneficiary branch Name:
  - (c) IFSC code of beneficiary Branch:
  - (d) Beneficiary account No.:
  - (e) Branch Serial No. (MICR No.):

## **12. PRICES**

- 12.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in its Bid except for variation caused by change in taxes/ duties as specified in Clause-12.2 mentioned below.
- 12.2 For changes in taxes/ duties during the scheduled delivery period, the unit price shall be regulated as under:
- (a) Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time.
  - (b) In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/ duties for the supplies made from the date of enactment of revised duties/taxes.
  - (c) 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 supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.
- 12.3 Any increase in taxes and other statutory duties/ levies, after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier. The total price is to be adjusted (by reducing the basic price) with increased duties and taxes as per price mentioned in PO.

## **13. CHANGES IN PURCHASE ORDERS**

- 13.1 The Purchaser may, at any time, by a written order given to a Supplier, make changes within the general scope of the Contract in any one or more of the following:
- (a) Drawings, designs or specifications, where goods to be supplied under the Contract are to be specifically manufactured for the Purchaser;
  - (b) the method of transportation or packing;
  - (c) the place of delivery; or
  - (d) the services to be provided by the Supplier.
- 13.2 If any such change causes an increase or decrease in the cost and quantity of, or the time required for the execution of the Contract an equitable adjustment shall

be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any proposal by the Supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

**14. SUBCONTRACTS**

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in his Bid. Such notification, in his original bid or later shall not relieve the Bidder from any liability or obligation under the Contract.

**15. DELAYS IN THE SUPPLIER'S PERFORMANCE**

15.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right to short-close/ cancel this purchase order and/ or recover liquidated damage charges. The cancellation/ short-closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.

15.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions:

- (a) forfeiture of its performance security,
- (b) imposition of liquidated damages, and/ or
- (c) Short closure of the contract in part or full and/ or termination of the contract for default.

15.3 If at any time during the performance of the contract, the supplier encounters condition impeding timely delivery of the goods and performance of service, the Supplier shall:

- (a) Promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 20 weeks or as per provisions of clause 16.2 Section-5A as per provision given below :
- (b) The vendor has to submit their request for extension along with the undertaking as per clause 24 Section-5A (Fall Clause) and a copy of QA inspection certificate at least two weeks before the expiry of delivery period. The vendor shall also submit unconditional acceptance of the conditions for delivery period extension i.e. applicability of liquidated damages, prices to be provisional and to be regulated as per clauses 12.3 and 24 of section-5A and submission of additional BG, wherever applicable. The decision regarding extension shall be communicated within two weeks of the receipt of request and after receipt of the unconditional acceptance and the undertaking mentioned above.
- (c) In case extension is being granted beyond 20 weeks then the vendor shall submit additional BG while seeking extension. For piecemeal items the amount of additional BG shall be 5% of the value of balance quantity of items to be supplied for which extension in delivery period has been sought.

In case of infrastructure/ turnkey projects other than as stated above, 1% of the total project value shall be the value for additional BG. The additional BG shall be valid for six months beyond extension of delivery period sought and shall be discharged after the full ordered quantity has been supplied to the ultimate consignee within the last extended delivery period on submission of inspection certificate from QA and consignee receipt without prejudice to the other remedies available to the purchaser.

- (d) If the vendor fails to deliver the full ordered quantity even during extended delivery period then the PO shall be short-closed and the Performance Bank Guarantee as well as additional BG shall be forfeited.
- (e) Format of (i) letters conveying conditions of DP extension and (ii) DP extension letter are at Section 7 Part D& Part E.

15.4 If the supplies are not completed in the extended delivery period, the purchase order shall be short-closed and both the Performance securities shall be forfeited.

## **16. LIQUIDATED DAMAGES**

16.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of its right to recover liquidated damage under clause 16.2 below. However, when supply is made within 21 days of the contracted original delivery period, the consignee may accept the stores and in such cases the provision of clause 16.2 will not apply. Further, DP extension for this grace period of 21 days shall not be necessary.

16.2 While granting extension of delivery period as per clause 15.3, the liquidated damages shall be levied as follows:

- (a) Should the supplier fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another TEN weeks of delay.
- (b) DP extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on case to case basis, by the CGM concerned in case of tenders floated by Circles and by the Functional Director concerned in case tenders floated by Corporate Office, stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.
- (c) In the case of package supply/turnkey projects when the delayed portion of the supply materially hampers installation and commissioning of the systems, LD charges shall be levied as above on the total value of the concerned package of the Purchase Order.

- (d) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the Supplier, further the same shall not be challenged by the Supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration. However, when supply is made to the ultimate consignee within 21 days of QA clearance in the extended delivery period and the goods were dispatched within this delivery period, the consignee may accept the stores and in such cases the LD shall be levied up to the date of dispatch after QA clearance only.
  - (e) The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) i.e. LD shall be levied up to 20 weeks only as per provision at Para (a).
- 16.3 In cases where the scheduled delivery period is distributed month-wise or is in installments, the liquidated damages shall be imposed for delay in each scheduled month/ installment. Liquidated damages shall be calculated separately for quantities to be supplied in every month/ installment and the corresponding delay. If the supplier supplies full quantity before the expiry of the scheduled delivery period of the last month/ installment but there is delay in month-wise/ installment-wise supply, then also liquidated damages shall be levied on the supplies against the earlier months/ installments that have been delayed. Twenty (20) weeks for the purpose of additional BG and grant of DP extension shall be counted from the last month/ installment.
- 16.4 Wherever Clause of grace period of 21 days exists in the Purchase Order as well as in the Tender document against which the Purchase Order has been released, applicability of the grace period shall be subject to:
  - (a) The Store has been offered to 'QA' by the Supplier for Inspection/Testing within the contracted original delivery period.
  - (b) 'QA' has cleared the equipment for dispatch within the contracted original delivery period.
  - (c) The Supplier has carried out dispatch/ dispatched the equipment within contracted original delivery period. For claiming benefit of grace period, the supplier shall have to satisfy the Paying Authority by furnishing documents of dispatch confirming that it has actually dispatched the equipment within contracted original delivery period.
  - (d) The Store has been received by the ultimate consignee within 21 days of the expiry of contracted original delivery period.
  - (e) The grace period of 21 days shall be allowed only in those cases which fulfill all the conditions given in Para (a) to (d) above. During grace period no LD charges shall be levied.
- 16.5 GST (if applicable) on account of liquidated damages due to delay in supply of goods would be borne by supplier.
- 17. **FORCE MAJEURE**
- 17.1 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 come to an end or cease 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.

- 17.2 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.

**18. Action by Purchaser against Supplier(s)/ Vendor(s) in case of default**

- 18.1 In case of default by Supplier(s)/ Vendor(s) such as

- (a) Failure to deliver and/or commission any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 15 of this section;
  - (b) Failure to perform any other obligation(s) under the Contract; and
  - (c) Equipment does not perform satisfactory in the field in accordance with the specifications;
  - (d) Or any other default whose complete list is enclosed in Appendix-1 of Section -4 Part -A;
- Purchaser will take action as specified in Appendix-1 of Section-4, Part-A.

19. **TAX INDEMNITY CLAUSE:** BSNL has the right to recover Input Tax Credit loss suffered by it due to any miss-declaration on invoice by the supplier.

**20. ARBITRATION**

- 20.1 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 arbitrator	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 empanelled 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 pendent-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 upto Rs. 5 crores.

[29B. 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)
UptoRs. 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.

20.2 Arbitration (Applicable in case of Contracts POs, APOs, Tenders, Eols, etc. between BSNL and Central/State Government (s) as the case may be in terms of DPE guidelines for settlement of commercial disputes between Public Sector Enterprises inter-se and Public Sector Enterprise(s) and Government

Department(s) through Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises).

20.3 In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

20.3.1 Further, with regard to already signed/existing contracts, existing Arbitration clause for sole arbitrator can be invoked in case the parties waive, subsequent to disputes having arisen between them, the applicability of sub-section (5) of section 12 by an express agreement in writing.

#### 20.4 **APPLICABLE LAW AND JURSDICTION**

- (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.

#### 21. **SET OFF**

21.1 Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the Purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL.

In case of set off of the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by the supplier.

GST would not be liable on security deposit. But if supplier set off the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, then GST would be levied."



22. **INTIMATION OF SUPPLY STATUS**

The successful bidder who is given Purchase Order(s), must give the details of the supplies made against all the Purchase Orders every month on the first working day of the following month to MM and the concerned Planning Branches of BSNL (Corporate Office).

23. **DETAILS OF THE PRODUCT**

The bidder should furnish the name of its collaborator (if applicable), brand name, model number, type of the products and HSN classification under GST and Customs law offered in this tender. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.

24. **FALL CLAUSE**

24.1 The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 12.1 of Section 5 Part A. Further, if at any time during the contract

(a) It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service;  
and /or

(b) The prices received in a new tender for the same or similar equipment/ service are less than the prices chargeable under the contract.

24.2 The purchaser, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.

24.3 The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as "We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/organization including Department of central/state Government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled delivery period."

24.4 In case under taking as in Clause 24.3 is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

25. **COURT JURISDICTION:**

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

25.2 Where a contractor has not agreed to arbitration, the dispute/claims arising out of the Contract/PO entered with him shall be subject to the jurisdiction of the

Competent Court at the place from where Contract/PO has been issued. Accordingly, a stipulation shall be made in the contract as under:

**“This Contract/PO is subject to jurisdiction of Court at Bangalore only”**

**26. GST Invoice:**

- 26.1 All the details of supplier (name, address, GSTIN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.
- 26.2 Invoice/Supplementary invoice/Debit Note/Credit Note/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.
- 26.3 In case of any deficient/incomplete/rejected supply, BSNL shall convey the same in reasonable time to enable the supplier to issue credit note and take tax adjustment.
- 26.4 It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the supplier, the same would be recovered by BSNL from the supplier.
- 26.5 Registered location of the both the parties i.e. BSNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise.
- 26.6 BSNL could at any time instruct the supplier to raise its invoices at a particular location of BSNL.
- 26.7 It is the responsibility of the supplier to ensure that place of supply and the GSTN of BSNL are in the same state. If for any reason they are not in the same state, the supplier shall intimate to BSNL and give adequate time before raising of the invoice.
- 26.8 E-waybill number should be mentioned on the invoices.
- 26.9 Supplier shall be responsible for timely issuance and delivery of invoice/ DN/ CN to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.
  - a) It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) would be filed correctly. If not, than cost would be borne by supplier.
  - b) Reporting of correct outward supply by supplier in the outward return (GSTR-1) is the responsibility of the supplier. In case of mismatch because of supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL of the loss of credit due to mis-match. The compliances to be adhered by supplier includes (but is not limited to) the following:
    - i. Uploading appropriate invoice details on the GSTN within the stipulated time;

- ii. Issuing GST compliant invoice / CN/ DN. PO issued by BSNL should be referred by supplier for capturing information on the invoice.
  - iii. Supplier needs to pay the entire self-assessed tax on timely basis.
  - iv. Where invoice is not uploaded or incorrect upload of invoice detail of GSTN by supplier then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of invoice details on GSTN is to be submitted by supplier. Such changes w.r.t. the mismatch are required to be accepted by supplier within the time limit prescribed under the GST law. It should be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the supplier. In case of mismatch because of Supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL for the losses of credit and interest paid due to mismatch.
  - v. Supplier 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.
  - vi. A self-declaration along with evidence that the bidder is not blacklisted by GST authorities. In case 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 default of supplier.
- 26.10 Refer Appendix-1 to Section-5 Part-A for clause stating that all the details of supplier (name, address, GSTN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.
- 26.11 Where the location agreed are more than one state, then separate invoice state wise to claim input tax credit in a particular state (typically happens in a bill to-ship to scenario) shall have to be submitted.
- 26.12 It shall be the responsibility of the supplier to mention State of place of supply of goods/services in the invoice issued to BSNL.

### Appendix -1 to SECTION 5 PART A

S.No	Particulars for 'Input Invoice'
1	Name and registered address of the supplier
2	GST registration number of supplier
3	Name of BSNL entity
4	'Bill to' and 'Ship to' address of BSNL
5	GST registration number of BSNL
6	Date of Invoice
7	Invoice Number
8	Place of Supply (including state)
9	Type of Tax (CGST,SGST and IGST)
10	Rate of Tax
11	Value of goods/ service and type/ rate/amount of tax should be separately mentioned
12	Quantity of goods
13	Total value of invoice
14	Description of supply of goods/service
15	HSN Code in case of goods
16	Accounting Code in case of service
17	In case invoice has more than one tax rates, rate of tax and amount of tax for each supply should be mentioned separately.

S.No	Particulars for 'Receipt Invoice'
1	Name and registered address of the supplier
2	GST registration number of supplier
3	Name of BSNL entity
4	'Bill to' and 'Ship to' address of BSNL
5	GST registration number of BSNL
6	Date of document issued
7	Document Number
8	Place of Supply (including state)
9	Amount of advance taken
10	Type of Tax (CGST,SGST and IGST)
11	Rate of Tax
12	Quantity of goods
13	In case invoice has more than one tax rates, rate of tax and amount of tax for each supply should be mentioned separately.
<p>Note:</p> <p>Invoice issued at a later stage against receipt voucher to mention this document number.</p> <p>Refund Voucher to be issued against the advances received if no supply is made and no invoice is raised.</p>	

## **SECTION 5 PART B**

### **SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)**

1. The Special (Commercial) Conditions of Contract (SCC) shall supplement General (Commercial) Conditions of Contract (GCC)) as contained in Section 5 Part A and wherever there is a conflict, the provisions herein shall prevail over those in Section 5 Part A i.e. General (Commercial) Conditions of Contract (GCC).
2. General requirement from Bidder and OEM
  - 2.1 The bidder shall provide a list of the OEMs/ main technology partners whose equipment / system are being offered in the bid. Only one combination for the whole set of equipment shall be quoted which means that alternate OEMs against one item shall not be proposed in the bid. Alternative technology options within the bid are not acceptable and such bids shall be rejected.
  - 2.2 The original hardware/software Manufacturer(s) (OEMs) of the proposed equipment / solution shall support to the BSNL for a minimum period of 8 years ( 3 year under warranty & 5 years under AMC). The bidder shall submit back-to-back agreement with each of the OEM for servers, optical taps, load balancing switch, Manageable switch etc. to ensure that respective product support for implementation, operations, maintenance and upgrades are available for a minimum period of 8 years (3 year under warranty & 5 years under AMC) excluding the period of implementation. A copy of such Support certificate shall be submitted in the bids per Section-7(G) of the tender document.
  - 2.3 The OEM of active components shall be directly present in India with their office. The OEM shall have their agents/ spares depots in India to provide faster turnaround time for replacement of faulty parts.
  - 2.4 Bidder has to keep the AMC support current from all the OEMs during the contract period (including implementation, warranty and AMC period). In case it is noticed that bidder has not renewed the AMC services from any of the OEMs then BSNL shall be at liberty to renew the AMC contract directly from the respective OEM at the risk and cost of the bidder.
3. Product Qualification criteria:
  - 3.1 deleted
4. Hardware/Software/Database
  - 4.1 Various products including servers, networking equipments, etc should be commercially launched as on the date of bid submission. Any product shall be considered as commercially launched if it has been supplied to a customer for deployment by the OEM or declared at the website of OEM.
  - 4.2 All the software licenses supplied against this Tender Document shall be perpetual without any limitations on use and shall be licensed in the name of BSNL. Licensing matrix shall be indicated for each of the applications.
  - 4.3 Certified and licensed copies of the application software required shall be supplied. All the Software upgrades and/or patches required for the maintenance of the system supplied/shown in the roadmap for realization of the features stated in the Bid will be implemented without any additional cost at each site during the

currency of the warranty & AMC and acceptance testing of the system may be done by BSNL after the implementation of Software upgrades/patches in each system.

**5. Make Model List**

- 5.1 The Bidder shall provide the details of make and model no. of the equipments (imported /indigenous) as part of technical bid.
- 5.2 The Bidder shall supply only one make, model & manufacturer included in the proposal for each of equipments. Once quoted in the bid, no change of make, model or manufacturer shall ordinarily be permitted. However, in case of higher model or version (i.e. having at least all the specifications & features of quoted model) of same make may be permitted.

**6. Delivery schedule and time for commissioning**

- 6.1 The Selected bidder shall be responsible for Supply, Installation, integration & commissioning of all items as per PO in each of the locations including all the installation material, accessories, and consumables for the installation of the Systems.
- 6.2 The Selected bidder shall be responsible for carrying out all general tests such as Power on test on delivery, pre-installation checks to ensure correct connections etc. The bidder shall be responsible for end to end implementation of the LIM system.
- 6.3 Equipments shall be supplied, installed and Commissioned at each location within **90** days from the date of PO. Commissioning of all sites shall be completed in all respects within **90** days from the date of placement of Purchase Order.

**7. Validation**

- 7.1 The systems/ Equipments supplied and installed by the selected bidder against the Purchase Orders placed on them shall be subjected to on-site validation by the team designated by BSNL during which the tests as per the Tender requirements shall be conducted.
- 7.2 Validation shall be conducted at one site only.
- 7.3 The successful bidder will submit the Validation test schedule and procedure (including but not limited to all test of features, Capacity test/ quality testing, Traffic trials, etc.) within 15 days of issue of PO. The test schedule and procedures for validation tests will be finalized by BSNL in consultation with the bidder.
- 7.4 Any deficiency found during validation in performance of the system as per the requirement shall be rectified by the successful bidder. The Supplier shall provide, at his own cost all the testing equipments/ instruments including load test equipments required for all the tests to be conducted for validation.
- 7.5 The bidder shall make available software programs and testers required for carrying out the Validation tests as per the schedule. The bidder shall indicate whether the software package includes programs for testing the nodes under full load conditions and overload conditions by creation of artificial traffic. Such test program shall be provided by the bidder for the limited purpose of testing. The Bidder shall also indicate the technique used in the creation of such artificial

traffic. Details of various items required for the above purpose may be specified in compliance to this clause.

- 7.6 Any additional test equipment required during Validation shall be arranged by the bidder at no additional cost to BSNL, so as to complete the Validation as per the specified time schedule in this document.

**8. Acceptance Testing (A/T)**

- 8.1 The Selected Bidder shall submit the Acceptance test schedule within 15 days from issue of PO and BSNL shall finalize the same in consultation with the bidder.
- 8.2 Bidder shall arrange the equipment for A/T purpose without any financial implications to BSNL. BSNL designated unit shall carry out the tests detailed in the acceptance test schedule to confirm that the performance of the different modules, subsystems, and entire installation satisfies the specified requirement of specifications including service performance.
- 8.3 Any components or modules failing during the acceptance tests shall be replaced at no additional cost to the Purchaser at site by the Selected Bidder.
- 8.4 After successful acceptance tests, designated unit shall declare the solution fit for deployment in BSNL network and commissioning shall be announced.

**9. Commercial Utilization of Network or Equipments**

- 9.1 The equipments shall be commercially utilized only after declaration of commissioning of equipments.
- 9.2 Nodal authority for declaring the commissioning equipments shall be CGM BBNW, Bangalore.

**9.3 Liquidated Damages (LD)**

- 9.3.1 The following provisions of LD shall also be applied along with the clause no. 16 Section-5 Part-A of General Conditions of Contract.
- 9.3.2 **Delay in supply:** If supplier fails to deliver the equipments within the defined period, BSNL shall be entitled to recover liquidated damages a sum equivalent to 0.5% of value of delayed supply (excluding services and AMC) for each week of delay for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of value of delayed supply (excluding services and AMC) for each week of delay.
- 9.3.3 **Delay in commissioning:** If supplier fails to complete the installation and commissioning within the defined time, BSNL without prejudice to other remedies under the agreement, levy liquidated damages a sum equal to 0.5% of the total value of that part of installation & commissioning service cost for each week of delay for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the total value of that part of installation & commissioning service cost for each week of delay.
- 9.3.4 Total value of the LD as per above 9.3.2 & 9.3.3 shall be limited to a maximum of 12% of the PO (excluding AMC) value.
- 9.3.5 deleted
- 9.3.6 deleted

- 9.3.7 In case installation and commissioning of the project is delayed/hampered due to delay in software installation by C-DOT or any dependency on part of BSNL, same shall be taken due care while imposing LD.

**10. WARRANTY**

- 10.1 The warranty of the Stores/ Equipment supplied for the project shall be for the period of three year from the date of commissioning. Commissioning certificate shall be issued site-wise.
- 10.2 During the warranty period, all obligations of AMC including SLA penalties etc. shall be fulfilled by the bidder.
- 10.3 Penalty for non-adherence during the warranty period shall be deducted from the withheld payment.

**11. TRAINING**

- 11.1 A detailed training material shall be prepared by the selected bidder on the installed network covering at least the following:
- (a) System Configuration and Network Architecture.
  - (b) Operation and Monitoring
- 11.2 The selected bidder shall provide comprehensive training for operation and management of infrastructure installed under LIM system to minimum 1 designated official in each location after the Commissioning.
- 11.3 The training shall be carried out at least for 1 day in each location.

**12. Annual Maintenance Contract (AMC)**

- 12.1 The bidder shall quote year-wise Comprehensive AMC Charges in the bid for the equipments to be supplied under this tender for the period of 5 years. AMC shall start from the next date of expiration of the warranty period. The bidders shall quote the AMC prices as a percentage of the quoted equipment cost (excluding input tax credit under GST i.e. net cost to BSNL). Note-6 at Section-3 Part-C (SOR) may be referred for minimum rate of AMC rate for evaluation purpose.
- 12.2 For these purpose, the successful bidder shall be required to enter into Annual Maintenance Contract with BSNL for a period of 5 years after the warranty period as per AMC Agreement given in section-5 Part-C. The terms and conditions including PBG for AMC are given in AMC Agreement under Section-5 Part-C.
- 12.3 The price for year-wise AMC shall include for all the efforts required to maintain the SLA specified for AMC agreement. No separate charges shall be paid for visit of engineers or attending to faults and repairs or supply of spare parts.
- 12.4 Finalization of rates of AMC beyond AMC of 5 years post warranty will be discovered in accordance to the guideline prescribed in Appendix-1 to Section 5 Part C.
13. deleted
- 13.1 deleted



- 13.2 Bidder shall be fully responsible for the safety and security of the equipments while doing installation & Commissioning of the equipments at new locations.
- 13.3 deleted
- 13.4 deleted
- 13.5 AMC charges shall comprise the whole set of equipments viz servers, load balancers, optical taps Manageable switch etc. which are required for smooth running of the system. Bidder is required to quote the AMC charges year-wise, site-wise, vendor-wise in the Price Schedule.
- 13.6 deleted
- 13.7 The selected bidder shall require to sign Annual Maintenance Contract with the BSNL separately for the AMCs as per format given in section-5 Part-C.
- 13.8 deleted
- 13.9 deleted

**14. Compliance to Applicable Law**

- 14.1 The successful Bidder shall execute an agreement, in the form as contained in section 10 of the Tender Document before issuance of any APO by the Purchaser, subject to the guidelines issued by DOT as amended from time to time.

**14.2 Security Requirements**

- (a) The Supplier shall enable the Purchaser to comply with Applicable Laws including but not limited to notifications, circulars etc issued by DoT from time to time.
- (b) The Supplier recognizes and accepts that in order to make, maintain and ensure Purchaser's networks compliant with security related instructions and guidelines issued by the DoT from time to time, complete cooperation and commitment of the Supplier is necessary. To help and address the business continuity, communication, security requirements and security management of Purchaser's network, the Supplier shall execute an agreement in the format as contained in Section 10 of the Tender Document before issuance of PO by the Purchaser. It is clarified that the execution of such agreement shall be a condition to the effectiveness of the Advance Purchase Order. The Supplier shall indemnify and hold harmless the Purchaser and its employees, agents, shareholders, directors, representatives, against any claims or penalty or consequence arising out of breach of the security related terms of the License as a result of breach or non-compliance by the Supplier with its obligations in this sub-Clause (b) or any separate agreement executed for this purpose.
- (c) It is clarified that any expenditure incurred by the Purchaser for complying with security related provisions as prescribed under tender, in respect of all the network elements/equipments supplied under this tender, shall be borne by the Supplier concerned. In the event there is a breach of the security related provisions as prescribed under Applicable Laws, any penalty imposed by the DoT on the Purchaser shall be paid by the Supplier to the Purchaser. Further, any testing of Supplier's equipment including requirement of testing equipment shall be met by Supplier on his own cost.

14.3 **Compliance with Licenses:** The Supplier shall assist and provide support as and when required to the Purchaser including the providing of information and documents to comply with the provisions of the Licenses, any amendments made thereto as well as any notifications, circulars, directions/regulations issued by DoT/TRAI or any other Governmental Authority from time to time specially in relation to security clearance and lawful interception.

14.4 **Non-Compliance:** The Supplier, including their personnel, employees, associates and sub-suppliers shall be solely responsible for complying with the statutes, laws, regulations, subordinate legislation, administrative orders and instructions issued by relevant Government Authorities, regarding, but not limited to, environment, industrial relations, security and taxation, during the performance of their respective obligations under this Contract. Without limiting the generality of the foregoing, the Supplier shall be responsible for compliance with the Applicable Laws and similar regulations applicable to its activities hereunder, at its own cost and expenses.

In the event there is a delay by the Supplier which is solely attributable to Supplier in fulfilling its obligations under this Contract or any non-compliance or breach of obligations under this Contract by the Supplier due to which any Governmental Authority imposes sanctions on Purchaser, which results in financial and other liabilities on the Purchaser, the Supplier shall be liable to make good such loss immediately which has been suffered by the Purchaser.

15. **Technical audit of network**

15.1 The Purchaser reserves the right to carry out technical audit of the network through any designated agency from time to time and Bidder shall take necessary corrective measures to conform to the performance parameters stipulated in the Tender Document within the period of Performance Security.

16. **Documentation**

16.1 The Successful Bidder shall supply one set of soft copy documents on operation, maintenance and planning aspects of the system to each site and also to the corporate office.

17. **Indemnity Bond**

17.1 The Successful Bidder shall have to execute a bond to indemnify the BSNL from all statutory/legal liabilities towards all the personnel either employed by itself or in the rolls of its sub-vendors, who have been deployed for execution of various works against this project, that may arise due to various labour and other laws as specified by central/state from time to time. Further the engagement and employment of any personnel and payment of wages to them as per the existing provisions of various labour laws and regulations is the sole responsibility of the Bidder and any breach of such laws or regulation shall be deemed to be breach of this Contract.

18. **Incidental Damages**

18.1 Notwithstanding any of the other provisions contained in this Contract , the Bidder shall protect, defend, indemnify and hold harmless BSNL and its employees, officers, Directors, agents, or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursement) arising from 'or' relating to:

- a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, or regulator issued with respect to the product/services being supplied/provided under this Contract.
- b) Any claim made by third parties arising out of the use of the services of BSNL being provided using the equipment supplied under the Contract to the extent these are attributable solely to the poor quality or non-compliance of the product/services to the respective specifications.
- c) Any claims arising from the customers or other service providers, in connection with interruptions 'or' degradation of services due to non-availability of services beyond the stipulated time frame as contained in AMC and solely attributable to the supplier of the product and services under this Contract.
- d) Any claim that the Equipment/Services/'or' any value addition component offered and supplied by the Supplier in this Contract, infringe any patent, trademarks or copyright of any third party.
- e) The Bidder shall furnish an unequivocal, unqualified and irrecoverable undertaking along with the Bid to the effect that;
- f) "During the Bidding process 'or' during the course of execution of the Contract 'or' at any stage thereafter, if it is found that the Bidder has fraudulently misrepresented any of the facts about the product/services etc being offered under the Tender/Contract, the Purchaser (BSNL) shall be free to claim a sum equivalent to damage as assessed by it subject to a maximum of the value of the tendered goods and services from the Bidder for such misrepresentation. The Bidder shall immediately on being told by BSNL pay such sum of money to BSNL. Quantum of damages under this clause assessed and levied by the Purchaser (BSNL) shall be final and not challengeable by the Bidder/Supplier".

**SECTION 5 PART C**  
**ANNUAL MAINTENANCE CONTRACT**

This agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_(year) to be effective from \_\_\_\_\_ between M/s. Bharat Sanchar Nigam Limited a company registered under the Companies Act 1956/2013 having license to provide all types of services of Telegraph and having its registered office at Bharat Sanchar Bhavan, Harish Chandra Mathur Lane, Janpath Road, New Delhi-110 001 New Delhi and local office at -----  
----- (hereinafter called BSNL which terms shall mean and include its successors, administrators, heirs and assigns).

> (hereinafter called BSNL) of the ONE PART and \_\_\_\_\_ a company registered under the Companies Act 1956/2013 and having its registered office at \_\_\_\_\_

(hereinafter called BIDDER which expression shall unless repugnant to the context, include its successors in business, legal representatives and administrators or permitted assigns) of the OTHER PART.

WHEREAS, BSNL has placed purchase order on the BIDDER vide No. \_\_\_\_\_ dated \_\_\_\_\_ for supply, installation, commissioning & Annual Maintenance of supplied equipment against tender No. \_\_\_\_\_, dated \_\_\_\_\_.

WHEREAS the BIDDER has made the offer to duly comply with all the provisions of the Bid Document, including those pertaining to Post Warranty Annual Maintenance Contract, after making himself fully aware and understanding fully the implications of the terms and conditions and specifications mentioned therein and which has been accepted by BSNL on the terms and conditions mentioned hereafter and after ascertaining that the BIDDER is fully capable of complying with the aforesaid terms of the Bid Document.

NOW the AGREEMENT WITNESSETH as follows:

1. This AMC Agreement shall remain in force for Seven years from the date of completion of three year warranty, while at the same time the terms and conditions of this agreement except for payment of charges to the BIDDER shall also apply during warranty period.
  - 1.1. Finalization of rates of AMC beyond AMC of 5 years post warranty will be discovered in accordance to the guideline prescribed in Appendix-1 to Section 5 Part C.
  - 1.2
    - a) Terms and conditions of AMC shall be applicable during Warranty period including imposition of penalties and no charges for services provided under Warranty/ extended warranty shall be payable. Amount for penalties will be deducted from the pending payments against supplies or if that amount is insufficient then by invoking the PBG available against supply or AMC or from the charges due for AMC.
    - b) It shall be mandatory for the bidders to undertake the Annual maintenance contract for seven years to be signed at the time of acceptance of APO for entire quantity proposed to be ordered. The selected bidder has to submit a signed copy of the AMC agreement along with the accepted A.P.O.

2. In addition to complying with all the terms and conditions recorded in the Bid Document, the bidder hereby agrees and unequivocally undertakes to fully comply with all the terms and conditions stipulated in this Agreement.
3. Unless otherwise mentioned or appearing from the context, the Tender (Bid) Document and any clarifications thereof and the purchase order shall form part and parcel of this agreement, provided that in case of conflict or inconsistency on any issue relating to this Agreement, the terms set out in the body of this agreement with schedules and Annexure thereto shall prevail.
4. Entire hardware/software including database shall be supported for 3 year warranty and 5 years AMC.
5. **Performance Security/ Performance Bank Guarantee for AMC:**
  - 5.1. The selected bidder shall submit a bank guarantee against AMC, valid for a period of Seven and half years, before the scheduled date of expiry of the PBG submitted against the APO. Purchaser reserves the right to forfeit the PBG if the BG against AMC is not submitted in time. Amount of Bank Guarantee shall be equivalent to 5% of the cost of equipment as per P.O. or the average value of yearly AMC charges whichever is higher.
  - 5.2. The purchaser shall have the absolute right to forfeit the Performance Guarantee, valid at the time, for unsatisfactory performance of the SUPPLIER or for any non-compliance of any of the conditions of this Agreement.
  - 5.3. The Bank Guarantee shall be discharged after successful completion of SUPPLIER's performance obligations under the Agreement and subsequent extension if any or in the event of any default in the execution of the Agreement by the SUPPLIER as per terms and conditions of the Agreement; the Bank Guarantee shall be invoked either in part or in full.
6. If BSNL is not satisfied with the performance of the SUPPLIER during AMC it reserves the right to terminate the AMC during its currency, after giving two months' notice to the SUPPLIER.
7. During the period of AMC the bidder shall inter alia :
  - i. Diagnose and rectify the faults detected.
  - ii. Repair and replace the faulty PCB, modules, terminals and any other equipment or part thereof.
  - iii. Carry out the periodic preventive maintenance on quarterly basis.
  - iv. Upkeep the supplied software periodically.
  - v. Upgrade the supplied software to latest version.
  - vi. Create customized reports from various systems as required and specified by BSNL from time to time.
8. The Supplier shall prepare the schedule of preventive maintenance to be carried out quarterly and shall submit the same to BSNL in advance. The preventive maintenance shall not affect the normal functioning of the system. The details of activities to be carried out during preventive maintenance visits shall be decided by BSNL before the start of warranty/AMC.
9. The Supplier shall provide further releases of software / upgrades to BSNL free of cost as a part of the AMC as well the maintenance of these upgrades.
10. The Supplier shall be responsible for the maintenance, repair & upgradation of the software/hardware systems, equipments and parts thereof and BSNL shall not be

liable to interact with any of the partners/ collaborators or subcontractors of the BIDDER.

11. The schedule of routine operational and maintenance activities to be carried out at each node shall be provided by bidder. The day to day operations and maintenance activities shall be done by BSNL.
12. BSNL site in charge shall replace the faulty /affected module with a readily available good module, stocked at the site by the bidder or out of the spare capacity, if available, at the site. However, it shall not absolve the Supplier from his responsibilities under this agreement for restoration of fault etc. All such changes / replacement of faulty / affected modules shall be done by BSNL staff as per the telephonic (or otherwise) instructions of the technical support centre.
13. **Technical Support Center :**
  - 13.1. The Supplier shall have at least one Technical support Center in India. The Supplier may set up more such center to meet the criteria for fault restoration/faulty unit repair times as mentioned in the AMC. The Supplier shall furnish the names, locations, complete postal address, Telephone numbers and FAX numbers of all Technical support Centers at the time of signing this Agreement.
  - 13.2. Any change in Address, Phone number, FAX Number, contact details etc shall have to be intimated in writing by the Supplier to the designated BSNL authority.
14. **TECHNICAL SUPPORT PROCEDURE:** The technical support procedure shall be as follows:
  - 14.1. In case of any fault, abnormality in the system, partial or total failure of the system, the officer in charge of the site shall contact the designated Technical support Center of the BIDDER and give information about the nature of fault over phone / FAX / e-mail/Web portal.
  - 14.2. The bidder shall design a fault reporting docket format/ procedure, covering all the details, which shall be approved by BSNL before the start of AMC. All the details related to the faults reported shall be recorded in it. This shall become part of the AMC agreement at the time of signing of the agreement.
  - 14.3. After the fault is reported over phone/portal/fax/email etc by BSNL, fault docket shall be prepared through Web based tool by the technical support center and a copy of the same, duly filled in, shall be kept for records as well as for reconciliation purposes by BSNL and at the technical support center. The time of occurrence of fault, the time of restoration, total duration of fault and other details, as recorded in the fault docket only shall be taken into consideration for all purposes.
  - 14.4. In case of any dispute arising regarding duration of fault etc, the Fault Docket as maintained at the BSNL station shall be the guiding documents to be agreed by both parties.
  - 14.5. The "Fault Docket" shall be filled with utmost care, giving all the details of the faults and other information as prescribed in the Fault Docket and the entries made shall be authenticated by signature of the station In charge of the station concerned.

- 14.6. Technical instructions may be given to the BSNL staff of the concerned station, over phone. If the fault is restored by following the instructions given over phone, the station in charge will close the Fault Docket after making suitable entries and after satisfying himself of the proper restoration of the fault.
- 14.7. The BIDDER shall ensure visits of the expert and competent technical staff of the BIDDER in case the fault is not rectified to the satisfaction of BSNL even after following the telephonic instructions and advices.
- 14.8. Once the fault has been rectified and the system & services were restored to normalcy, the visiting engineer of the BIDDER shall record in the station Log Book, the details of the works done by him for restoration of the faults and also record the details of steps to be taken and procedures to be followed for not only restoration of similar faults by BSNL staff but also for preventing the occurrence of similar faults in future. Similar entries shall be made in the fault docket also.
- 14.9. The Technical support Center shall regularly obtain feedback about the health of the systems under its jurisdiction from the station in-charge of BSNL on monthly basis and maintain a proper record of such feedback in the form of History Sheets. These Sheets shall be made available to the technical experts nominated by the BIDDER for analysis. Such technical experts, in turn, shall give adequate and proper guidelines / technical advice to the in-charge of BSNL stations for taking necessary preventive measure during preventive maintenance visits for reducing the frequency of such faults and also for preventing such faults from re-occurring in future. This shall, however, not absolve the BIDDER from fulfilling his obligations under this agreement.

**15. Preventive Maintenance (PM)**

- 15.1. The technical expert personnel of the bidder shall visit each site on quarterly basis for preventive maintenance, for general exchange health check up, for educating /guiding the site personnel on various operational, technical and maintenance related matters etc.
- 15.2. The preventive maintenance schedule shall be prepared by the bidder in advance, which shall be approved by BSNL in mutual consultation with bidder and then it shall be sent to all sites, designated nodes/offices.
- 15.3. The scope of activities under PM visits shall be finalized before the start of AMC. All such activities are to be carried out by the technical expert team of the bidder.
- 15.4. Any new upgrade, feature facility, procedure etc shall also be explained to BSNL site in-charges during the PM visits apart from the defined activities/scope of such visits.
- 15.5. History sheet Performa shall be designed by the bidder for acceptance by BSNL before the start of AMC. BSNL reserves the right to make changes in the proforma proposed by the BIDDER. These proformas shall become part of the AMC agreement at the time of signing of the agreement.
- 15.6. The BIDDER shall supply elaborate maintenance procedures and proforma of the history sheet to every site of BSNL.

**16. AMC CHARGES AND PAYMENTS:**

- 16.1. The charges for AMC will be as given in the purchase order. A copy of the same shall be enclosed as part of the agreement, at the time of signing the AMC agreement.
- 16.2. BSNL shall pay the charges for the services rendered by the Supplier under the AMC Agreement after successful execution of the works under Agreement.
- 16.3. BSNL shall not pay any charges in advance. Bills for AMC shall be paid by BSNL at the end of every three months, after successful execution of the works under Agreement.
- 16.4. All payments shall be made based on the receipt of satisfactory performance of the vendor, as received from site-in-charge of each node, within 15 days time, after deducting penalties, if any. For this, BSNL shall designate nodal officers.
- 16.5. BSNL reserves the right to adjust any over-payment of AMC charges of one period, any time during the period of AMC.

## 15. **SERVICE LEVEL AGREEMENTS (SLA) AND PENALTIES**

- 15.1 Any fault in one or more components / sub-systems causing the entire system to stop functioning shall be taken as a total failure. Example: while the traffic to be intercepted is not available to the monitoring point, the same is not being intercepted or being offered to the servers or being processed due to servers being down or in hung state or load balancer switch not working or the intercepts not getting stored due to disk failures or connectivity to the remote controlling station is lost due to NIC fault.
- 15.2 Any fault in one or more components / sub-systems causing the entire system to continue functioning albeit with reduced performance, shall be taken as a partial failure. Example: failure of one or more (but not all) servers in a multi server site.
- 15.3 **Total guaranteed uptime shall be 99% per quarter.** This means that the cumulative total failure time over one quarter shall not exceed 1 day.
- 15.4 An additional downtime of 1% (1 day per quarter) can be allowed for partial failure.
- 15.5 In the event of the total failure time exceeding 1 day in a quarter, per day penalty of every additional day of total failure shall be 2% of annual AMC charges.
- 15.6 The per day penalty for partial failure time exceeding 1 day in a quarter shall be 0.5% of annual AMC charge. Total penalty for partial failure over the year shall have a ceiling of 10% of annual AMC charges.
- 15.7 Total penalty over the year shall have a ceiling of 20% of annual AMC charges. The uptime requirements and penalties shall be applied to each site individually.
- 15.8 The penalty shall be deducted from the quarterly bills.
16. **Failure to carry out preventive maintenance:** If the bidder fails to perform quarterly health check and technical audit visit, penalty charges of 10 % of AMC cost (over and above the 20% as specified in Para 15.7 above shall be levied).
- 16.1 Failure on the part of Supplier to comply with any of the clauses of this agreement shall be sufficient ground for termination of contract and the BSNL (purchaser) shall have the right to forfeit the performance securities submitted to BSNL.



- 16.2 If BSNL is not satisfied with the performance of the Supplier during AMC, it reserves the right to terminate the AMC during its currency, after giving two months' notice to the Supplier.

**17. FORCE MAJEURE**

- 17.1 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 come to an end or cease 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.
- 17.2 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.

**18. DISPUTE & ARBITRATION**

- 18.1 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 arbitrator	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 empanelled 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 pendent-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 upto Rs. 5 crores.

[29B. 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):-
  - (e) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
  - (f) 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;
  - (g) 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;
  - (h) 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)
Upto 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.

18.2 Arbitration (Applicable in case of Contracts POs, APOs, Tenders, Eols, etc. between BSNL and Central/State Government (s) as the case may be in terms of DPE guidelines for settlement of commercial disputes between Public Sector Enterprises inter-se and Public Sector Enterprise(s) and Government Department(s) through Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises).

18.3 In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional

Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

- 18.3.1 Further, with regard to already signed/existing contracts, existing Arbitration clause for sole arbitrator can be invoked in case the parties waive, subsequent to disputes having arisen between them, the applicability of sub-section (5) of section 12 by an express agreement in writing.

**18.4 APPLICABLE LAW AND JURSDICTION**

- (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.

**19. SET OFF**

- 19.1 Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the Purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL.

In case of set off of the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by the supplier.

GST would not be liable on security deposit. But if supplier set off the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, then GST would be levied."

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorized representatives on the day and year first above written.

Signed and delivered for and on behalf of BHARAT SANCHAR NIGAM LIMITED.

By\_\_\_\_\_

Signed on behalf of M/s.\_\_\_\_\_

By Shri \_\_\_\_\_ holder of General Power of Attorney dated \_\_\_\_\_ executed in accordance with the Resolution No. Nil dated \_\_\_\_\_ passed by Board of Directors.

In the presence of :

Witness :

1 \_\_\_\_\_  
2 \_\_\_\_\_

## SECTION 6 PART A

### Annexure 1

#### UNDERTAKING & DECLARATION PROFORMA

(for understanding the Terms & Conditions of Tender & Specifications of Work)

A) Certified that:

1. I/ We ..... have read, understood and agree with all the terms and conditions, specifications included in the Tender documents & offer to execute the contract at the rates quoted by us in the Tender form.
2. If I/ We fail to enter into the agreement & commence the contract in time the EMD/ SD deposited by us will stand forfeited to the BSNL.

B) The Bidder hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD pending with BSNL. In addition, BSNL may debar the Bidder from participation in its future Tenders.
3. No addition/ deletion /correction have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on website.

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

Date: .....

.....  
Signature of Bidder

Place: .....

Name of Bidder .....  
Along with date & Seal

**Self-Declaration**  
**Certificate to be submitted by Bidders**

(On Company Letter Head )

References: 1. BSNL Tender Enquiry No. TE No. XXXXXXXXX issued on --/--/2025  
2. Department of Expenditure Office Memorandums (OMs) No. 7/10/2021-PPD (1) dated 23rd February 2023 and its subsequent Clarification, if any

I, in capacity of authorized signatory of M/s ..... having Regd. Office at ..... being a participant bidder in BSNL Tender Enquiry cited at reference 1 above, hereby declare that I have understood the clause regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defence of India and National Security, on procurement from a bidder of a country which shares a land border with India, issued vide OM cited at reference 2 above.

Further, I hereby certify that our Company is not from such a country which shares a land border with India and in light of conditions & restrictions imposed vide cited OMs, we fulfil all the requirements in this regard to become eligible to be considered further in the subject Tender Enquiry by BSNL.

Signature of Authorized Signatory

(Name)

Designation in Company

Seal / Stamp of Company

**Annexure 3****Clause by Clause compliance to the Tender Document**

S.No	Section	Compiled (Yes/ No)	Remarks
1	Clauses under Section 1 (Detailed Notice Inviting Tender)		
2	Clauses under Section 2 (Tender Information)		
3	Clauses under Section 3 Part A (Scope of Work)		
4	Clauses under Section 3 Part B (Technical Details)		
5	Clauses under Section 3 Part C		
6	Clauses under Section 3 Part D (Schedule of Requirements)		
7	Clauses under Section 4 Part A (General Instruction to the Bidders)		
8	Clauses under Section 4 Part B (Special Instruction to the Bidders)		
9	Clauses under Section 4 Part C (Tendering Instruction to the Bidders)		
10	Clauses under Section 5 Part A (General Commercial Conditions of Contract)		
11	Clauses under Section 5 Part B (Special Commercial Conditions of Contract)		
12	Clauses under Section 5 Part C (General Conditions of AMC)		

S.No	Tendered Item	OEM
1	Servers @ 60G, RHEL	
2	Load Balancer	
3	LAN Switch (Layer-3)	
4	10 Gbps Ethernet Optical Links (SM 1310 nm)	
5	Passive Optical TAPs 100G/ 10G	
6	Any other Item (Bidder to be specified)	

Date: .....

Signature of Bidder .....

Place: .....

Name of Bidder.....

Along with date &amp; Seal



**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD**

(On Bidders Letter head)

I/We, the authorized signatory of M/s ....., participating in the subject CPPP Bid No. .... for the Supply, Installation, Testing, Commissioning, Warranty and Comprehensive AMC of IMS (Internet Monitoring System) at Jammu & Srinagar (or any other location specified by BSNL)., do hereby declare:

- (i) That I/we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said Bid.
- (ii) I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.
- (iii) That in the event we withdraw/modify our bid during the period of validity OR I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline OR I/we commit any breach of Bid Conditions/Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding/award of all future contract(s) of BSNL/other departments as per GeM for a period of three years from the date of committing such breach.

Signature and Seal of Authorized Signatory of bidder  
Name of Authorized Signatory .....  
Company Name .....

Duly authorized to sign the bid for an on behalf of .....(insert complete name of Bidder) Dated on ..... day of ..... (insert date of signing) Corporate Seal (where appropriate)

(Note: in case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the Bid)

**Self-Declaration reg. Non-Blacklisting by GST Authorities**

(On Bidders Letter head)

To

The Tendering Authority,  
Broadband Networks Circle,  
Bangalore – 560 001.

Ref : Tender Enquiry No. : .....

Sub : Self-Declaration reg. Non-Blacklisting by GST Authorities

We, ..... Having registered Office at  
....., hereby undertake that we have not been  
blacklisted by the GST Authorities.

Signature of the Bidder with date and Seal

**Self-Declaration reg. not having controlled equity stake**

(On Bidders Letter head)

To

The Tendering Authority,  
Broadband Networks Circle,  
Bangalore – 560 001.

Ref : Tender Enquiry No. : .....

Sub : Self-Declaration reg. not having controlled equity stake

We, ..... Having registered Office at  
....., hereby declare that we do not have controlling  
equity stake or vice versa, in any of Basic Services/ Cellular Telephony Services/ Internet  
Services/ UASL/ NLD/ILD/IN Services operating companies in India.

Signature of the Bidder with date and Seal

**Self-Declaration for Non - Telecom Service Provider**

(On Bidders Letter head)

To

The Tendering Authority,  
Broadband Networks Circle,  
Bangalore – 560 001.

Ref : Tender Enquiry No. : .....

Sub : Self-Declaration for Non - Telecom Service Provider

We, ..... Having registered Office at  
....., hereby declare that we are not a Licensed  
Telecom Service Provider to provide Basic Services/ Cellular Telephony Services/ Internet  
Services/ UASL/ NLD/ ILD Services anywhere in India

Signature of the Bidder with date and Seal

**Undertaking regarding Blacklisting/ Non-Debarment**

TO,  
The Tendering Authority,  
Broadband Networks Circle, BSNL,  
Bangalore – 560 001

We confirm that our Company ..... as on date of submission of the proposal has not been blacklisted/ De-registered/ debarred by any Central/ State Government/ PSU entity in India/ any Country for corrupt, fraudulent or any other unethical business practices in the last five (5) years preceding from the date of issue of DNIT.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

**UNDER TAKING/ DECLARATION**  
(About Payment Insulation)

I/We ..... undertake that I/we ..... have sufficient capital resources to carry out operations and will make due payment to my/our firm's labourers/employees assigned to execution of the tender enquiry no. as per laws every month insulating it from payments from BBNW, Bangalore, BSNL. I/We also undertake to perform in faithful & efficient manner the work of this Tender without linking it to payments from Broadband Networks Circle, BSNL, Bangalore

Place: .....

Bidder's Signature: .....

Date: .....

Bidder's Name: .....

Name, Address & Seal of Firm: .....

**SECTION 6 PART B**

**NEAR RELATIONS CERTIFICATE**

(Certificate to be given by the Bidder in respect of status of employment of his/ her near relative (s) in BSNL)

"I.....s/o.....r/o.....  
.....hereby  
certify that none of my relative(s) as defined in the Tender Document is/are employed in BSNL unit as per details given in Tender Document. 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 Bidder  
with date and seal

## SECTION 6 PART C

### **Format for Self-Certification regarding Local Content (LC) for Telecom Product, Services or Works**

(to be submitted on non-judicial stamp paper of the value Rs. 100/-)

**Date:**

**I \_\_\_\_\_ S/o, D/o, W/o, Resident of \_\_\_\_\_ do hereby solemnly affirm and declare as under:**

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No: F. No. 18-10/2017-IP dated 21/10/2024 That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing the LC.

**Percentage of LC claimed: .....%**

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein. That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India, I and my Statutory auditor or cost auditor (if applicable) will be liable for actions as specified in Clause (9) of the DPIIT PPP-MII Order dated 19.07.2024 for all incorrect/false facts and figures.

I agree to maintain detailed breakup / information (separately for each product) to substantiate my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any authority. I shall also maintain records of local content pertaining to items bought from other domestic manufacturers / traders.

- i. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued.
- iii. Telecom Product/Services/Works for which the certificate is produced.
- iv. Procuring agency to whom the certificate is furnished.
- v. Percentage of LC claimed.
- vi. Name and contact details of the unit of the manufacturer.
- vii. Sale price of the product.
- viii. Ex-Factory Price of the product.
- ix. Freight, insurance and handling
- x. Total Bill of Material.
- xi. List and total cost value of inputs used for manufacture of the Telecom Product/Services/Works.
- xii. List and total cost of inputs which are locally sourced. Please attach LC certificate from local suppliers, if the input is not in-house.
- xiii. List and cost of inputs which are imported, directly or indirectly.

I hereby certify that, having read all the provisions of the above order and principles / basis of calculations, the local content calculation does not include the following:

- a. Imported items sourced locally from resellers/distributors.
- b. The license fees / royalties paid/ technical charges paid out of India



c. Procurement / supply of repackaged / refurbished/rebranded imported products

I hereby also certify to the best of my knowledge and belief that all the particulars furnished above are correct and complete. I agree to comply with the terms and conditions of the DPIIT PPP-MII order dated 19.07.2024 and DoT PPP-MII Notification dated 21/10/2024. I understand that any incorrect declaration regarding the local content or failure to substantiate the claim of LC will result in penalties as specified in Clause (9) of the DPIIT PPP-MII Order dated 19.07.2024.

I further certify and take personal responsibility that I have applied my mind to the calculations and principles of LC as specified in this order and I shall, having declared the LC shall not seek recourse to change it on any ground. Any changes made by me on any grounds in a bid in LC after bid submission shall make my bid non-responsive and I shall hold myself liable for civil/criminal action arising out of any such change. I understand and agree that any such post bid change in LC content shall also be a valid ground for blacklisting of the firm from future contracts/bids.

**For and on behalf of \_\_\_\_\_ (Name of Firm/Entity)**

Authorised signatory (To be duly authorised by the Board of Directors) **<Insert Name, Designation and Contact No. and date>**

Signature:

Name:

Designation:

Address:

Email Address:

Mobile No.:

Place:

Date:

## SECTION 7 (A)

### For the BIDSECURITY/ EMD Guarantee

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

Dated: dd.mm.yyyy

Sub: Bid Security/EMD guarantee.

1. Whereas M/s ..... office/at .....  
..... (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 DGM (MMT) BSNL CO, Delhi (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 under 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 (Cash) BSNL CO" payable at New Delhi.
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.....

## SECTION 7(B)

### **Format for the Performance Bank Guarantee** (To be typed on Rs.100/- non-judicial stamp paper)

Sub: Performance guarantee.

1. Whereas DGM (MM) BSNL CO, Delhi office at .....  
.....(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 DGM(MMT)  
BSNL CO, Delhi 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 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 herein contained ;

- (a) The liability of the Bank under this guarantee is restricted to the P.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 (Cash) BSNL CO" payable at New Delhi.
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 .....

## SECTION 7(C)

### Format for Letter of Authorization for attending Bid Opening

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

Subject: Authorization for attending Bid opening

I/ We Mr. /Ms. .... have submitted our bid for the tender no. .... in respect of ..... (Item of work) which is due to open on ..... (date) in the Meeting Room, O/o .....

We hereby authorize Mr. / Ms. ....& Mr. / Ms..... (alternative) whose signatures are attested below, to attend the bid opening for the tender mentioned above on our behalf.

.....

Signature of the Representative

..... Signature of Bidder/ Officer authorized to sign

Name of the Representative on behalf of the Bidder .....

Signature of the alternative Representative .....

Name of the alternative Representative .....

Above Signatures Attested

- Note    1: Only one representative will be permitted to attend the Bid opening  
      2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

## SECTION 7 (D)

### Model Amendment Letter Intimating Conditions for Extension of Delivery Period

(Refer to Appendix (i) to clause 15.3 of Section-5 Part A)

Registered A Due  
Address of the purchaser  
-----  
-----

To

M/s .....  
.....

Sub: This office contract no..... dated ..... placed on you for supply of  
.....

Ref : Your letter no..... dated .....

We are in receipt of your letter, wherein you have asked for extension/ further extension of time for delivery/ execution/ installation/ commissioning.

In view of the circumstances stated in your above referred letter, the time of delivery can be extended from \_\_\_\_\_ (original/ last delivery period) to \_\_\_\_\_ (presently agreed delivery period) subject to your unconditional acceptance of the following terms and conditions:

1. That, liquidated damages shall be levied in accordance with agreed clause 16.2 & 16.3 Section-5 Part A and clause 12 of Section-5 Part-B of terms and conditions of the tender/ PO.
2. That, notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery shall be admissible on such of the said goods as are delivered after the said date as per clause 12 Section-5 Part A.
3. That, the prices during this extended delivery period shall be provisional and shall be governed as per agreed clauses 12 and 24 of Section 5 Part A and shall be finalized in accordance with the current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no. ....) from the date of its opening, on whichever is lower basis.
4. An additional BG of Rs. \_\_\_\_\_ in accordance with clause 15.3, Section- 5PartA of the contract with validity up to \_\_\_\_\_.
5. An undertaking as required vide clause 24.3, Section-5A. Otherwise furnish the details as requisite in clause 24.4 section 5 Part A"

Please intimate your acceptance of this letter along with the additional BG within ten days of the issue of this letter failing which the contract will be cancelled at your risk and expense without any further reference to you. This letter shall form part and parcel of the agreement/ contract/ APO/ PO and all other terms & conditions of the contract remain unaltered.

Yours faithfully,  
(.....)  
for and on behalf of.....

Note : The entries which are not applicable for the case under consideration are to be deleted.

## SECTION 7 (E)

### Model Amendment Letter for Extension of Delivery Period

Appendix (ii) to clause 15.3 of Section-5 Part A

Registered Acknowledgement Due  
Address of the purchaser  
-----

To

M/s .....  
.....

Sub : This office contract no..... dated ..... placed on you for supply of .....  
Ref : 1. Your letter no..... dated ..... requesting DP extension  
2. This office letter no. .... dated ..... intimating conditions for DP extension  
3. Your letter no..... dated ..... accepting the conditions for DP extension

In your above letter under reference (1), you have asked for extension/ further extension of time for delivery/ execution/ installation/ commissioning. The terms and conditions for extension of delivery period were conveyed to you vide this office letter under reference (2).

In view of the circumstances stated in your above referred letter, and upon your unconditional acceptance of the terms and conditions of this extension vide your letter under reference (3), the time of delivery is hereby extended from \_\_\_\_\_ (last delivery period) to \_\_\_\_\_ (presently agreed delivery period) on the terms and conditions in letter under reference (2) above and agreed by you vide letter under reference (3) i.e.:

- (a) Liquidated damages shall be levied in accordance with agreed clause 16.2 & 16.3 Section-5 Part A of terms and conditions of the tender/ PO.
- (b) Notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery/ completion of work shall be admissible on such of the said goods as are delivered after the said date as per clause 12 Section- 5 Part A.
- (c) The prices during this extended delivery period shall be governed as per clauses 12 and 24 of Section-5 Part A and shall be finalized in accordance with current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no. ....) from the date of its opening, on whichever is lower basis.

The letters under reference above and this letter shall form part and parcel of agreement/ contract/ APO/ PO and all other terms & conditions of the contract remain unaltered.

Yours faithfully,  
(.....)  
for and on behalf of.....

Copy to :

.....  
.....  
(All concerned)

Note:- The entries which are not applicable for the case under consideration are to be deleted.



## **SECTION 7(F)**

(To be submitted on Plain Paper)

### **INTEGRITY PACT**

Between Bharat Sanchar Nigam Limited (BSNL) / hereinafter referred to as "The Principal"  
And .....hereinafter referred to as "The Bidder/Contractor"

#### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for ----- . The Principal values full compliance with all relevant laws, rules and regulations, and economic use of resources, and of fairness and transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### **Section 1 – Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which he/she is not legally entitled to.
  - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

#### **Section 2 – Commitments of the Bidder(s)/Contractor(s)**

- (1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during his participation in the tender process and during the contract execution.
  - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or nonsubmission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically and commit any offence under Indian Penal code (IPC)/Prevention of Corruption (PC) Act.
  - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidders/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
  - (e) The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other in connection with the award of the contract.
  - (f) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to Independent External Monitors (IEMs) and shall wait for their decision in the matter.
  - (g) To disclose and transgression with any other company that may impinge on the anti-corruption principle.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### Section 3–Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before contract award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the defined procedure in BSNL Procurement Manual, which is in-force on the date of Publication of tender.

### Section 4 – Compensation for Damages

- (i) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (ii) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to liquidated damages (LD) of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee (PBG) in addition to any other penalties/ recoveries as per terms and conditions of the tender.

### Section 5 – Previous transgression

- (i) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedure.

#### Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

- (i) The principal will enter into agreements with identical conditions as this one with all Bidders/Contractors.
- (ii) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors, a commitment in conformity with this Integrity Pact.
- (iii) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### Section 7 – Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to Chief Vigilance Officer.

#### Section 8 – External Independent Monitor/Monitors

1. Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access in all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the CMD BSNL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

Notwithstanding anything contained in this Section, the Bidder(s)/Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s)/Contractor(s) shall not be required to provide any data relating to its other customers, or any personnel or employee related data.

4. The Monitor is under contractual obligation to treat the information and documents of the Bidders/Contractor(s) /Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on "Non-Disclosures of Confidential

Information” and of “Absence of Conflict of Interest”. In case of any conflict of interest arising at a later date, the Independent External Monitor (IEM) shall inform CMD BSNL and recuse himself/herself from that case.

5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 4 to 6 weeks from the date of reference or intimation to him by the ‘Principal’ and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the CMD of the BSNL, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word ‘Monitor’ would include both singular and plural.

#### Section 9 – Pact Duration

1. This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
2. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, BSNL.

#### Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document / contract shall not be applicable for any issue /dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

-----

For the Principal

Place .....

Date .....

-----

For the Bidder/Contractor

Witness 1 : .....

Witness 2 : .....

## SECTION 7 (G)

### OEM Support Document

Subject: Procurement of LIM equipment Tender of BSNL – Support for Installation, maintenance of Hardware & Software and BSNL

Certified the following hardware / software, for which our company, M/s ..... is the OEM, has been quoted in the bid of M/s .....

S.No	Hardware/ Software Name	Hardware/ Software Version

We undertake to provide the following:

1. Full Professional Services Support for installation, maintenance covering all the above hardware / software components, their engineering customization and their integration with other hardware / software components.
2. Support and upgrades is available as per terms and conditions during warranty for 3 year and AMC (5 years).

We also certify that the agreement in the above respect has already been signed.

Signature of Authorized signatory of Bidder

Signature of Authorized signatory of OEM / Country Manager of OEM.

## SECTION 7(H)

### DEED OF INDEMNITY

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

This DEED OF INDEMNITY is executed on this the ....., by

<<Name of the Bidder>>, a company/ firm registered under the .....  
(Applicable acts, as the case may be) (hereinafter referred to as the Bidder) and having  
its registered office at <<Address of the Bidder>> acting through << Authorized  
Signatory>> is hereinafter, for the purposes of this Deed of Indemnity.

TO AND IN FAVOUR OF

Bharat Sanchar Nigam Limited, through the ..... BSNL ..... Office  
(hereinafter referred to as the Purchaser which expression shall unless repugnant to the  
context or meaning thereof mean and be deemed to include its authorized representatives  
and permitted assigns) on the Other Part.

WHEREAS

- (a) The Purchaser had invited bids vide their Tender Enquiry No.....(hereinafter referred to as 'Tender') for the purpose of.....
- (b) The Bidder had submitted its bid/ proposal dated \_\_\_\_ (hereinafter referred to as the 'Bid') for the provision of such services in accordance with its proposal as set out in its Bid and in accordance with the terms and conditions of the Tender.
- (c) The Bidder has in order to comply with the terms of the Tender agreed to execute the Deed of Indemnity on such terms and conditions more fully mentioned below.

NOW THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:

1. The Bidder shall, in consideration of the Purchaser making payment under and in accordance with the Tender Document, hereby agrees to indemnify the Purchaser against any costs, loss, damages and claims from third parties or liabilities suffered by the Purchaser and directly arising out of the following reasons:
  - a. Any illegal or unauthorized use or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms by the Bidder or any of its sub-contractor in the process of fulfilment of required obligations during contract period.
  - b. The Bidder shall protect, defend, indemnify and hold harmless to BSNL and its employees from and against any and all liabilities, damages, fines, penalties and cost (including legal costs and disbursements) arising from:
    - I. Any breach of any statute, regulation, direction, orders or standards from any Governmental body, Agency or regulator issued with respect to the product /services being supplied/provided under this Tender.
    - II. Any claim made by third parties arising out of the use of the services of BSNL being provided using the equipment/services supplied under the Tender to the extent these are attributable solely to the poor

quality or non-compliance of the products/services to the respective specifications.

III. Any claims arising from other utility / service providers in connection with interruptions or degradation of their services due to services provided by bidder under this Tender.

2. The bidder also declares that in case bidder is blacklisted by GST Authorities in future & which results in loss of Input Tax Credit (ITC) to BSNL, then BSNL shall have right to recover any such loss of ITC arising on account of such black-listing.
3. This Deed of Indemnity shall stand terminated on expiry of or early termination of the contract period as envisaged in the above said Tender requirement.
4. The Deed of Indemnity shall constitute the entire indemnity provided by the Bidder for the indemnities asked in said Tender.
5. This Deed of Indemnity shall be governed by and construed in accordance with Indian law.

(Authorized Signatory)

Date:

Place:

<< Name of the Bidder>>

Witness 1:

Witness 2:



## SECTION 7 (I)

### Format of Non-Disclosure Agreement (NDA)

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

This Agreement is made as of the ..... 2024 between Broadband Networks Circle ,Bangalore-560001 BHARAT SANCHAR NIGAM LIMITED (BSNL) a Government of India Enterprise, having its Corporate office at Bharat Sanchar Bhawan, H.C. Mathur Lane, Janpath, New Delhi which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and M/s ..... a company incorporated under the Indian Companies Act, 1956, and having its registered office at ..... herein after called "....." which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas in order to pursue the mutual business purpose of this particular project as specified in Exhibit A (the "Business Purpose"), BSNL and M/s ..... recognize that there is a need to disclose to one another certain information, as defined in para 1 below, of each party to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the other party's disclosure of such information, each party agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, including information listed in Exhibit A attached hereto and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party ("Confidential Information"). Information consists of certain specifications, designs, plans, drawings, software, prototypes and/or technical information, and all copies and derivatives containing such Information, that may be disclosed to one another for and during the Purpose, which a party considers proprietary or confidential ("Information"). Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party within thirty (30) days of the initial disclosure
2. M/s ..... and BSNL hereby agreed at during the Confidentiality Period:
  - a) The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the

extent necessary to carry out the business purpose of this project as defined in exhibit A, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential to fulfilling the Purpose, and shall prevent disclosure of Information to third parties. The receiving party may, however, disclose the Information to its consultants and contractors with a need to know; provided that by doing so, the receiving party agrees to bind those consultants and contractors to terms at least as restrictive as those stated herein, advise them of their obligations, and indemnify the disclosing party for any breach of those obligations.

- b) Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing information have been destroyed. Provided, however, that an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the Information.
3. The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate:
- a) was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or
  - b) has become generally available to the public without breach of confidentiality obligations of the receiving party; or
  - c) was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or
  - d) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonably co-operates with the disclosing party's efforts to secure an appropriate protective order; or
  - e) is disclosed with the prior consent of the disclosing party; or
  - f) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or
  - g) the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.
4. Each party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Each party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential

Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.

5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.
6. Each party recognizes and agrees that all of the disclosing party's Confidential Information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
7. Access to Information hereunder shall not preclude an individual who has seen such Information for the purposes of this Agreement from working on future projects for the receiving party which relate to similar subject matters, provided that such individual does not make reference to the Information and does not copy the substance of the Information during the Confidentiality Period. Furthermore, nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know-how developed by the receiving party's personnel under this Agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the Information.
8. As between the parties, all Information shall remain the property of the disclosing party. By disclosing Information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION. Execution of this Agreement and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.
9. Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.
10. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
11. That in case of any dispute or differences, breach & violation relating to the terms of the Agreement. The said matter or dispute, difference shall be referred to sole arbitration of Chairman and Managing Director (CMD) of BSNL or any other person appointed by him. That the award of the arbitrator shall be final and binding on both the parties. In the event of such Arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons

what so ever, the CMD BSNL shall appoint another person to act as Arbitrator in place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by his predecessor. M/s ..... will have no Objection in any such appointment, that arbitrator so appointed is employee of BSNL. The said Arbitrator shall act under the Provisions of the Arbitration and conciliation Act, 1996 or any statutory modifications or re- enactment there of or any rules made thereof.

12. This Agreement and Exhibit A attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other party's written consent.
13. This Agreement will remain in effect for Six years from the date of the last disclosure of Confidential Information, at which time it will terminate, unless extended by the disclosing party in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

M/s .....	BHARAT SANCHAR NIGAM IMITED
Signature: .....	Signature: .....
Printed Name: .....	Printed Name : .....
Title: .....	Title : .....

#### **Exhibit A**

1. Business Purpose: Tender for Supply, Installation, Testing, Commissioning, Warranty and Comprehensive AMC of IMS (Internet Monitoring System) at Jammu & Srinagar (or any other location specified by BSNL).  
T.E No. ....
2. Confidential Information of M/s .....
3. Confidential Information of Bharat Sanchar Nigam Limited (BSNL):
  - All information shared, in oral or in written form, by BSNL with M/s .....
  - Number of subscriptions, consumption pattern etc

M/s .....

Signed

## SECTION 7(J)

Format for essential information for application to NSCS

1	Project Name	:			
2	Type of Project	:	New Roll Out Expansion Upgrade		
3	Are your procurements from India registered vendor only for this project?	:	Yes No		
4	Do you intend to procure from Non India registered vendor for this project?	:	Yes No		
5	Remarks on the Project Criticality, if any,				
6	Details of Equipment:				
	Asset (one be to selected)	Equip ment Name	Company Name/Vendor	Product Name	Model Name
	a) Access b) Customer Premises c) Support System d) Transport Core		Name of Contact person:  E-mail ID: Mobile No.		

Note: Separate rows may be added for each Model of every product.

## SECTION 7(K)

### FORMAT FOR BID SECURITY IN FORM OF INSURANCE SURETY BOND

(To be submitted on non-judicial stamp paper of appropriate value)

#### Insurance Surety Bond for Bid Security

1. Whereas M/s ..... R/o ..... (Hereafter referred to as Principal) has approached us for giving a Surety of Rs ...../- (hereafter known as the "Surety Amount") valid up to ...../...../ 20..... (hereafter known as the "Validity date") in favour of .....(e.g. DGM (MM) Broadband Networks Circle, Bangalore) (Hereafter referred to as BSNL) for participation in the Tender of work of..... vide Tender no. ....

Now at the request of the Principal, We..... Insurance Company Limited, registered under the Insurance Act, 1938, with its Corporate office, ..... and Registered/ Head Office ..... (the "Surety") to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & IRDA Guidelines issued vide IRDAI/ NL/ GDL/ SIC/ 01/01/2022 3rd January, 2022, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

2. We, the Surety, do hereby undertake to pay the amounts due and payable under this Surety 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 Principal of any of terms or conditions contained in the said tender Agreement or by reason of the Principal's failure to honour its bid submitted to perform the said works. Any such demand made on the Surety shall be conclusive as regards the amount due and payable by the Surety under this Surety where the decision of the BSNL in these counts shall be final and binding on the Surety. However, our liability under this Surety shall be restricted to an amount not exceeding the "Surety Amount".
3. We, the Surety, undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the Principal in any suit or proceeding before any court or tribunal relating thereto our liability under 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 Principal shall have no claim against us for making such payment.
4. We the Surety, further agree that the Surety herein contained shall remain in full force and effect during the period that would be taken for the performance of the said tender agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said tender Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said tender Agreement have been fully and properly carried out by the said Principal and accordingly discharge this Surety. Unless a demand or claim under this Surety 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 Surety thereafter.

5. We the Surety 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 tender Agreement or to extend time of performance by the said Principal 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 Principal and to forbear or enforce any of the terms and conditions relating to the said tender agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Principal or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said Principal 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 Surety under this Surety bond is restricted to the "Surety Amount" and it will remain in force up to its Validity date specified above.
  - (b) The Surety shall stand completely discharged and all rights of the BSNL under this Surety 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 Surety Bond, the same shall be paid through Banker's Cheque in favour of "Internal Financial Advisor, BBNW" payable at Par or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.
8. The Surety declares that the below mentioned officer who have signed it on behalf of the Surety, have authority to give this Surety under its delegated power.

Place : .....

Date : .....

(Signature of the Insurance Company Officer)

Rubber stamp of the Insurance Company

Authorized Power of Attorney Number: .....

Name of the officer: .....

Designation: .....

Official Email ID:.....

Complete Postal address of Insurance Company: .....

Telephone Numbers .....

Fax numbers .....

Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by BSNL.

.....  
.....  
.....



## SECTION 7(L)

### Performance Guarantee Surety Bond

(To be submitted on non-judicial stamp paper of appropriate value)

To ,	Surety Bond No : .....
DGM (MM) BBNW CO,	Surety Bond Issue dt : .....
NTB Building	Surety Bond Amt. : INR .....
Devaraj Urs Road,	Bond Valid upto : .....
Bangalore-560001	Bond Claim Period : .....

Dear Sir / Madam,

Whereas ..... ( e.g. DGM (MM) BBNW CO, Bangalore-560001) (hereafter referred to as BSNL) has issued an APO/ AWO no. .... Dated ..... awarding the work of ..... (the "Agreement") to M/s ..... R/o ..... (hereafter referred to as "Principal") and BSNL has asked Principal to submit a performance guarantee in favour of ..... (e.g. DGM (MM) BBNW Bangalore) of INR ..... (hereafter referred to as "Bond Amount") valid up to dd.mm.yyyy (hereafter referred to as "Validity Date")

Now at the request of the Principal, We ..... Insurance Company Limited, registered under the Insurance Act, 1938, with its Corporate Office, ..... and Registered/Head Office ..... (the Surety") to transact the business of Surety Insurance under the powers conferred under Section 14(2) (i) of IRDA Act, 1999 & IRDA Guidelines issued vide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

2. The Surety do hereby undertake and assure to the BSNL that, if in opinion of BSNL the Principal in any way fails to observe or perform the terms and conditions of the Agreement or commits any breach of its obligations there-under, the Surety shall on demand and without any objection or demur pay to the BSNL such sum or sums up to an aggregate sum of the Bond 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 Surety to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Principal to pay to BSNL or as regards the amount payable by the Surety under this Surety Bond. The Surety shall not be entitled to withhold payment on the ground that the Principal 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 Principal and BSNL regarding the claim.

4. The liability of the Surety under this Surety Bond is restricted to the Bond Amount and this Surety Bond 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 Surety further agrees that the BSNL shall have the fullest liberty without the consent of the Surety and without affecting in any way the liability of the Surety under this Surety Bond to vary any of the terms and conditions of the Agreement or to extend the time for the performance contained in the Agreement from any of the powers exercisable by BSNL against the Principal and to forebear from enforcing any of the terms and conditions relating to the Agreement and the Surety shall not be relieved from its liability by reason of such failure or extension being granted to Principal or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Principal 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 Surety.
6. In case BSNL demands for any money under this Surety Bond, the same shall be paid through banker's Cheque in favour of "Internal Financial Advisor BBNW" payable at Union Bank Of India, New Delhi or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.
7. The Surety guarantees that the below mentioned officers who have signed it on behalf of the Surety have authority to give this Surety Bond under its delegated power.

Notwithstanding anything contained herein above:

1. Our Liability under this Surety Bond shall not exceed INR ..... (Rupees: ..... Only).
2. This Surety Bond shall be valid upto ..... (Validity date)
3. Further a claim period of 3 (three) months from the Validity date of the Surety Bond is available to make a demand under this Surety Bond. We are liable to pay the Bond Amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before..... (Date of claim period if any).
4. At the end of expiry of the Validity Date (including claim period), unless an action to enforce the claim under this Surety Bond is initiated before the Court or Tribunal on or before 12 months after the expiry of the Validity Date (including claim period), all your rights under this Surety Bond shall stand extinguished and we shall be relieved and discharged from all our liabilities and obligations under this Surety Bond irrespective of return of original Surety Bond

Place: .....

Date: .....

(Signature of the Surety)

Rubber stamp of the Surety

Authorized Power of Attorney Number: .....

Name of the Surety Officer: .....

Designation: .....

Complete Postal address of Surety: .....

.....

Telephone Numbers\_\_\_\_\_

Fax numbers .....

Email ID (only official Email ID) .....

Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom/ where the Surety Bond can be got confirmed by BSNL.

.....

.....

## SECTION 8

### Bidder's profile & Questionnaire

Tenderer / Bidder's Profile & Questionnaire  
(To be filled in and submitted by the bidder)

#### A) Tenderer's Profile

1. Name of the Individual/ Firm : .....
2. Present Correspondence Address : .....  
.....  
Telephone No. ....  
Mobile No. ....  
FAX No. ....
3. Address of place of Works/ Manufacture : .....  
.....  
Telephone No. ....  
Mobile No. ....
4. State the Type of Firm : Sole proprietor-ship/partnership firm /  
(Tick the correct choice) : Private limited company.
5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

S.No	Name	Father's Name	Designation

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):  
.....  
.....
7. Permanent Account No. : .....
8. Details of the Bidder's Bank for effecting e-payments:
  - (a) Beneficiary Bank Name:.....
  - (b) Beneficiary branch Name:.....
  - (c) IFSC code of beneficiary Branch.....
  - (d) Beneficiary account No.:.....
  - (e) Branch Serial No. (MICR No.):.....
9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Delhi? If so state its Address  
.....  
.....
10. GSTN Registration Number(s) of all units/business places of the bidder vide which he intends to execute the contract, if awarded.

GSTN 1.....  
GSTN 2..... and so on

B) Questionnaire

1. Do you think any other detail/ material is required to complete the work specified in the specification? Yes/ No.

1.1 If Yes, Give details

.....  
.....

2. Do you think any other item of work need be included in tender form to complete the work specified in the specification? Yes/ No.

2.1 If Yes, Give details

.....  
.....

3. Kindly indicate the maximum Quantity of tendered material which you are capable of supplying within the scheduled delivery period.

Name of the Tendered Item	Qty that can be supplied by the firm within scheduled delivery period

4. Suggestion for improvement of the tender document.

.....  
.....  
.....

Place.....

Signature of contractor .....

Date .....

Name of Contractor .....

## SECTION 9 PART A

### BID FORM

To .....  
<complete address of the purchaser>  
.....  
.....

From,  
.....  
<complete address of the Bidder>  
.....  
.....

Bidder's Reference No:..... Dated.....

Ref: Your Tender Enquiry No..... Dated .....

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. .... dated .....  
.....the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver ..... in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of **180** days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: ..... day of ..... 20...

Witness	Signature .....
Signature.....	Name .....
Name .....	In the capacity of .....
Address .....	Duly authorized to sign the bid for and on behalf of .....

**SECTION 9 PART B**  
**Part – I : Price Schedule for Indigenous Supply**

S.No	SoR Item Description	Total Quantity	Basic Unit Price excluding all taxes & charges	FF Packing		GST						All-Inclusive Unit Cost	Amount of Input Tax Credit (ITC) to be availed by BSNL	Unit Price excluding ITC amount (net unit cost to BSNL)	Total Price inclusive of all levies and charges but excluding ITC (net Total cost)	HSN for Goods and SAC for Services
				Rate	Amount	CGST		SGST		IGST						
						Rate	Amount	Rate	Amount	Rate	Amount					
1	2	3	4	5	6=5 x4	7	8=7x (4+6)	9	10=9 x(4+ 6)	11	12=1 1x(4 +6)	13=4+6 +[(8+10 ) or 12]	14=(8+1 0) or 12	15=13- 14	16=3x15	17
(A)	Equipments															
1	10 Gbps Ethernet Optical Links (SM 1310 nm)	56														
2	Passive Optical TAPs 100G/ 10G	56														
3	Load Balancer	2														
	a. 100 Gbps SFP-LR4 (850 nm) QSFP28-SR4	13														
	b. QSFP+ 40G PLR4 with Break-In cable	29														
4	Servers @ 60G, RHEL	5														
5	42 U Server Racks	2														
6	Manageable 24 Ports Gigabit Ethernet Switch	2														

7	Optical Patch Cables Multi-Mode 5M (LC-LC)	13															
8	Optical Patch Cables Single-Mode 5M (LC-LC)	23															
9	Cat 6 Patch Cables 3M	22															
10	Cat 6 Patch Cables 5M	4															
11	Cat 6 Patch Cables 10M	4															
12	Any other Item required	Bidder to Specify															
13	Documentation (Hard & Soft Copy)	1 set at each location															
A1	Grand Total of Col. 16 (for SoR Items 1 to 13)																
B	Installation & Commissioning Charges	1 Set															
C	AMC (Comprehensive AMC for 5 years after 3 year Warranty)																
i	1 <sup>st</sup> Year (Minimum 4% of the equipment cost)	1 Set															
ii	2 <sup>nd</sup> Year (Minimum 4% of the equipment cost)	1 Set															
iii	3 <sup>rd</sup> Year (Minimum 4% of the equipment cost)	1 Set															
iv	4 <sup>th</sup> Year (Minimum 4% of the equipment cost)	1 Set															
v	5 <sup>th</sup> Year (Minimum 4% of the equipment cost)	1 Set															
C1	Grand Total of Col. 16 (for SoR Items C i to vii)																
E	Grand Total of Col. 16 (for Items A1 + B + C1)																



Notes for bidder:

1. Bidder must mandatorily quote for all GST components (CGST, SGST, IGST) as required
2. If Annual maintenance Contract charges are required to be quoted as per SOR, basic charges should be shown in column-4 & the Goods and Services Tax (GST) in column 7 to 12
3. The bidder who submits the offer with concessional Goods and Services Tax (GST) shall submit the proof of applicable concessional GST. In case the concessional GST is not creditable to BSNL it should be included in the price of the goods/services.
4. In case , dealer is registered under compounding scheme or any rule/notification where the BSNL is not eligible for input tax credit then the bidder should not disclose any amount in column 7 to 12 & 14
5. \* %age Rate of FF & packing should be shown of Basic Unit Price excluding all taxes & charges ( i.e as %age of Col.4)
6. The FF& packing amount quoted shall not be subject to change after bid evaluation/ ordering on account of change of Copper, Lead base price, changes in duties & taxes of item,etc.
7. Bidder must mandatorily mention HSN & SAC numbers
8. Bidder shall submit the detailed breakup of AMC cost in case of old equipments viz Servers, Load Balancers, Optical taps etc indicating AMC cost of per unit equipment as Annexure to Price Schedule (Section 9 Part B(I&II)).

Declaration by bidder

1. We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the GST Act introduced w.e.f. 1 July 2017 and further extended on more items till date”.
2. “We hereby certify that HSN/ SAC shown in column 17 are correct & credit of GST for the amount shown in column 14 above are admissible as per GST Laws.

Name of Bidder:

Signature of the Bidder

## **SECTION 10**

### **DRAFT AGREEMENT WITH REGARD TO SECURITY REQUIREMENTS**

This AGREEMENT is made and entered into at New Delhi on this the [●] day of [●], 2025

#### **BY AND BETWEEN**

Bharat Sanchar Nigam Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 2nd Floor, Bharat Sanchar Bhawan, HC Mathur Lane, Janpath, New Delhi 110001(hereinafter referred to as "BSNL" or the "TSP", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the FIRST PART;

#### **AND**

[●], a company incorporated under the Companies Act, 1956 and having its registered office at [●](hereinafter referred to as the "Bidder" or the "Vendor", which expression shall, unless repugnant to the context or meaning thereof, include its successors, and permitted assigns) of the OTHER PART.

(BSNL/TSP and the Bidder/Vendor shall be collectively called as the "Parties" and individually a "Party".)

#### **RECITALS**

- A. The Vendor has been awarded the Tender bearing no [●] for the [●] ("Contract").
- B. Pursuant to the provisions of Clause [●] of Part [●] of Section [●] of the Contract, the Parties are executing this Agreement, subject to the terms and conditions as provided hereinafter.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL REPRESENTATIONS, COVENANTS AND OTHER VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS FOLLOWS:

#### **1. Definition & Interpretation**

##### **1.1 Definitions**

Unless the context otherwise requires, the different terms and expression used in this Agreement shall have the meaning assigned to them for the purpose of this Agreement :

"Access" shall mean the interconnection with TSP Systems or access to or use of TSP Information stored on TSP Systems through interconnection with TSP Systems or access to or use of TSP Information stored on Vendor Systems or access to or use of TSP Information stored in any mobile device.

"Applicable Laws" shall mean any law, statute, ordinance, rule, regulation, guideline, policy or other pronouncement having the effect of law of any Governmental Authority as interpreted and administered including any modifications or amendments thereto.

"Authorised" shall refer to the approval by TSP of the Access as part of the authorisation process and the Vendor Security Contact has a record of this authorisation. The term "Authorisation" shall be construed accordingly.

"Commencement Date"" shall mean the date when the Agreement is executed

"Contract Personnel" means dedicated resources of the Vendor in terms of employees, subcontractors including employees of sub contractors and agents including agent's sub contractors and their employees engaged for the purpose of this Agreement.

"End Date" shall have the meaning assigned to it in Clause 16.1.

"Escrow Information" shall have the meaning assigned to it in Clause 7.11 (a).

"Governmental Authority" shall mean any governmental authority, statutory authority, government department, ministry, secretariat, agency, commission, board, tribunal, court or other law, rule or regulation making body/ entity having or purporting to have jurisdiction on behalf of the Republic of India or any other government having or purporting to have jurisdiction over a Party, or any state or other subdivision thereof or any municipality, district or other subdivision thereof including, without limitation, the Chairman, Department of Telecommunications, Ministry of Communications, Government of India and/or any other telecom regulatory authority, including Telecom Engineering Center, having competent jurisdiction; and/or Chairman, Telecom Regulatory Authority of India, and includes any officer empowered by them to perform all or any of the functions of such a governmental authority.

"Information" shall mean technical, financial and commercial information and data relating to Party's respective businesses, finances, planning, facilities, products, techniques and processes and shall include, but not limited to, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, marketing plans, customer names and other technical, financial or commercial information and intellectual properties, whether in written, oral or other tangible or intangible forms.

"Licensor" shall mean the Department of Telecommunications, Ministry of Communications & IT, Government of India.

"Personal Data" shall comprise of customer details and Call Detail Record (CDR)..

"Sensitive Information" shall mean any TSP Information marked as classified as per TSP's data classification policy or deemed business critical. This also includes any other data, or element of information, notified as such by the Government (e.g. IT Act 2000).

"Security Standards" shall mean all the relevant contemporary standards associated with national and international security standard related to IT & Telecom equipment hardware and software and those related to information & communication security, including but without limitation to ISO 27000 series, ISO/ IEC 15408, 3GPP, 3GPP2, WiMAX etc. and as evolved from time to time.

"Subcontractor" shall mean any person, partnership or corporation with whom the Vendor places a contract and/or an order for the supply of any equipment, item, service or for any work in relation to the purpose of this Agreement. The term "Subcontract" shall be construed accordingly.

"Supplies" shall mean all components, materials, plant, tools, test equipment, documentation, hardware firmware, software, spares parts, services and all the

things & items to be provided to TSP pursuant to the Agreement together with all Information and Work the Agreement requires to be supplied or performed for TSP.

"Term" shall mean the term of this Agreement starting from the Commencement Date

"TSP" shall mean Bharat Sanchar Nigam Limited who has been issued the CMTS license under section 4 of Indian Telegraph Act 1885 by the Licensor, Government of India

"TSP Group Security" shall mean the security organisation based within the TSP.

"TSP Information" shall mean all data including data, text, image, sound, voice, codes, circuit diagrams, core & applications software and database, intellectual property as well as personal, public, operational and services data in TSPs custody which is and /or received which are supplied/ shared with Vendor for the purpose of this Agreement or are obtained by the Vendor on behalf of TSP.

"TSP Items" shall mean all items provided by TSP to the Vendor and all items held by the Vendor which belong to TSP.

"TSP Regulatory Contact" shall mean in-charge of TSP Regulatory Operations or such other person whose details shall be notified by TSP to the Vendor from time to time.

"TSP Security Contact" shall mean in-charge of TSP Security Operations Centre or such other person whose details shall be notified by TSP to the Vendor from time to time.

"TSP Systems" shall mean any TSP computer, application, databases , network infrastructure, network elements and appliances, core and applications software or such other systems as may be agreed in writing from time to time between TSP and the Vendor.

"Vendor" shall mean the vendor who supplies equipment, software and is and/or managed services to TSP for the purpose of installation, testing, commissioning, provision, operations and/or maintenance of TSP's networks.

"Vendor Security Contact" shall mean such person whose details shall be notified by the Vendor to TSP from time to time for such purpose.

"Vendor Regulatory Contact" shall mean such person whose details shall be notified by the Vendor to TSP from time to time for such purpose.

"Vendor Systems" shall mean any Vendor owned computer hardware or software, application database or network elements / appliance or such other systems as may be agreed in writing from time to time by TSP and the Vendor.

## 1.2 Interpretation

Unless otherwise stated or unless the context otherwise requires, in this Agreement:

- (a) the headings, whether of Clauses or other parts of the Agreement, are for ease of reference only and shall not be relevant to interpretation;

- (b) the references to the Recitals, Clauses, Schedules and Annexures shall be references to the recitals, clauses, schedules and annexures of this Agreement;
- (c) words importing the singular shall include plural and vice versa;
- (d) words denoting any gender shall include all genders;
- (e) where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings;
- (f) references to statutes or statutory provisions include references to any orders, or regulations made there under and references to any statute, provision, order or regulation include references to that statute, provision order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date thereof.

## 2. Scope

This Agreement sets out the provisions under which the Vendor will be able to supply equipments and services and be granted Access to TSP Systems, network, equipments, data and facilities and TSP Information including Sensitive Information for the purpose of the planning, engineering, supply, installation, testing, commissioning, operations and maintenance, annual maintenance on network/equipment as per the contract.

## 3. International Security Standard Certification

The Vendor shall have contemporary relevant Security standard certification and shall comply with the provisions of security standards certification with respect to Telecom & IT equipment hardware and software and those related to information & communication security management, such as ISO 15408 standards as applicable to IT and IT related products, ISO 27001 for Information Security Management System, standards used by other relevant standard formulation bodies for Telecom equipment like 3GPP, 3GPP2, ITU standard etc or equivalent acceptable international standards or certification. Based on the requisite testing to be conducted at their labs, vendors will certify their own equipments as required under this clause. IT related elements in the telecom networks of the concerned OEMs, which are already ISO 15408 certified will be accepted as certified. Vendor will submit a relevant self certificate based on test reports in this regards.

## 4. Security Requirements:

The Vendor shall comply with following security policies:

### 4.1 General

- 4.1.1 The Vendor shall be Authorised to access only TSP Systems and Information in accordance with the provisions of this Agreement and only during the Term of this Agreement.
- 4.1.2 The Vendor shall identify to the TSP, details of Vendor Security Contact at the Commencement Date who will act as a single point of contact for TSP, such as a senior manager or CIO responsible for security, for any security issues. This responsibility shall be detailed within his/her job description. Notwithstanding anything to the contrary, the Vendor shall at all times be responsible to the TSP for any security related issues. It is clarified that the Vendor Security Contact shall be a security cleared Indian national. The security clearance for the Vendor

Security Contact will be applied, within one month of date of submission of necessary document by the vendor to TSP.

- 4.1.3 As part of the Authorisation process, details of Vendor's Contract Personnel that need Access will be requested by TSP. The Vendor Security Contact shall at all times ensure that only Contract Personnel who have a need to Access in order to fulfill the purpose of this Agreement are Authorised. This Authorization and any changes in the Contract Personnel would be notified by the Vendor for the information and for the approval (wherever applicable) of the TSP.
- 4.1.4 Pursuant to Clause 4.1.3 above, the Vendor acknowledges that only the Contract Personnel having requisite training are Authorized to access the TSP System.
- 4.1.5 The Vendor shall have a well defined Information Security policy compliant with ISO/IEC 27001:2005 or have equivalent standards and in line with the TSP's information security policies and requirements.
- 4.1.6 The Vendor shall ensure that they have information security organization in place to implement the provisions of TSP's information security policies. The Information Security responsibilities of all Vendor employees working for TSP shall be defined and communicated.
- 4.1.7 The Vendor shall establish and maintain contacts with special interest groups to ensure that the understanding of the information security environment is current, including updates on security advisories, vulnerabilities and patches and ensure that the same is implemented.
- 4.1.8 The Vendor shall conduct a Risk Analysis and ensure that all risks due to it own and subcontractors' operations with TSP are identified, measured and mitigated as per the TSPs requirements. The Risk Assessment report is required to be shared with the Chief Security officer/CISO of TSP.
- 4.2 Physical Security
  - 4.2.1 All Contract Personnel including sub contractors and their employees, agents and their employees of the Vendor working on TSP premises shall be in possession of a TSP Identification or Electronic Access Control ("TSP ID/EAC") card. This card is to be used as a means of identity verification on TSP premises at all times and as such the photographic image displayed on the TSP ID/EAC card must be clear and be a true likeness of the Contract Personnel. If the TSP has any advanced identity verification systems the same would also apply. TSP and Vendor will mutually agree to re- define such verification measures from time to time
  - 4.2.2 All Contract Personnel including sub contractors and their employees, agents and their employees of the Vendor accessing premises (sites, buildings or internal areas) , where TSP Information is stored or processed, shall be in possession of an Identification or Electronic Access Control ("ID/EAC") card. This card is to be used as a means of identity verification on these premises at all times and as such the photographic image displayed on the ID/EAC card must be clear and be a true likeness of the Contract Personnel or the Subcontractor or the Vendor's employees, subcontractors and agents. If the TSP has any advanced identity verification systems the same would also apply. TSP may re-define such verification measures from time to time
  - 4.2.3 The Vendor shall not (and, where relevant, shall procure that any Contract Personnel shall not) without the prior written Authorisation of the TSP Security

Contact connect any equipment, device or software to any TSP System and where it is not intended to be connected at a point in the TSP system.

- 4.2.4 The Vendor shall be able to demonstrate that it has procedures to deal with security threats directed against TSP or against a Vendor working on behalf of TSP whilst safeguarding TSP Information.
- 4.2.5 The Vendor and/or its Contract Personnel shall not access TSP's electronic systems without first obtaining the written consent of the TSP Security Contact.
- 4.2.6 The Vendor's Access to sites, buildings or internal areas where TSP Information is stored or processed, shall be as Authorised and the Vendor and all its Authorised personnel shall adhere to robust processes and procedures to ensure compliance.
- 4.2.7 The Vendor shall not conduct recording, photography or video graphic at TSP premises that captures any TSP Information, without prior authorization from the TSP Security Contact.
- 4.2.8 If already available at the TSP Premises, CCTV security systems and their associated recording medium shall be used by the TSP/Vendor either in response to security incidents, as a security surveillance tool, as a deterrent or as an aid to the possible apprehension of individuals caught in the act of committing a crime. As such, these systems shall be Authorised by appropriate TSP Security Contact when used by Vendor.
- 4.2.9 The Vendor shall maintain a controlled record of all assigned TSP physical assets and assigned TSP Items to them.
- 4.2.10 The local area surrounding the Vendor's facilities at TSPs premises over which Vendor has authorized control shall be physically inspected for security risks and threats by the Vendor in case of any abnormal activity / incident found / observed shall report the same to TSP.
- 4.2.11 The Vendor shall disable the Access immediately if any Contract Personnel is no longer require Access or has changed roles for any reason whatsoever or whose integrity is suspected or considered doubtful or as may be notified by TSP in accordance with clause
- 4.3. Logical Security
  - 4.3.1 The Vendor shall notify TSP immediately if any Contract Personnel no longer requires Access or changes role for any reason whatsoever thus enabling TSP to disable or modify the Access rights.
  - 4.3.2 The Parties shall, implement agreed security measures across all supplied components and materials including software & data to ensure safeguard and confidentiality, availability and integrity of TSP Systems and TSP Information, Parties shall prepare documentation in relation to the implementation of logical security and shall ensure that it has such security as:
    - (a) prevents unauthorized individuals e.g. hackers from gaining Access to TSP Systems; and
    - (b) reduces the risk of misuse of TSP Systems or TSP information, which could potentially cause loss of revenue or service (and its Quality) or reputation, breach of security by those individuals who are Authorized to Access it; and

- (c) detects any security breaches that do occur enabling quick rectification of any problems that result and identification of the individuals who obtained Access and determination of how they obtained it.

#### 4.4 Information Security

- 4.4.1 The Vendor shall not use TSP Information for any purpose other than for the purposes for which they were provided to the Vendor by TSP and only to the extent necessary to enable the Vendor to perform as per this Agreement.
- 4.4.2 The Vendor shall ensure that all information security requirements in this Agreement are communicated including in writing to all Contract Personnel in relation to their role.
- 4.4.3 The Vendor shall ensure procedures and controls are in place to protect the exchange of information through the use of emails, voice, facsimile and video communications facilities.

#### 4.5 Contract Personnel Security

- 4.5.1 The Vendor shall ensure that the TSP Information provided under this Agreement is used only to the extent necessary to enable the Vendor to perform its obligations as per the terms of this Agreement. All Contract Personnel shall sign a confidentiality agreement either as part of their initial terms and conditions of employment or when they start working in TSP buildings or on TSP Systems and TSP Information. These confidentiality agreements shall be retained by the Vendor and shall be made accessible to TSP, if required.
- 4.5.2 The Vendor shall deal with breaches of security policies and procedures, including interfering with or otherwise compromising security measures, through a formal disciplinary process.
- 4.5.3 The Vendor shall provide a 'whistle blower' facility, available to all staff, with all TSP related issues reported back to the TSP Security Contact to the extent permissible by the law in a location in India where the Vendor is providing the services. . For the avoidance of doubt, this facility shall be used by the Contract Personnel if TSP's employee, agent or contractor instructs Contract Personnel to act in an inconsistent manner in violation of the Agreement.
- 4.5.4 The Vendor shall ensure that in respect to any Contract Personnel assigned to this Agreement, it shall carry out recruitment checks in accordance with its policies.
- 4.5.5 The Vendor shall ensure that all Contract Personnel maintain a clear-desk and a clear screen policy to protect TSP Information, as per internal policy.
- 4.5.6 The Vendor shall ensure that an auditable process is developed for the ongoing control and management of Contract Personnel access profiles.
- 4.5.7 The Vendor shall, and shall procure that if a Contract Personnel's job or role has been changed or terminated, such Contract Personnel shall securely destroy any TSP Information received in a recorded form from TSP (or has recorded received TSP Information) in accordance with its internal policy. Vendor may retain one copy of such information for archival policy provided it does so in a secure manner.
- 4.5.8 The vendor may perform the above activities as per its internal policy, which shall be shared with BSNL from time to time.



#### 4.6 Additional Security Policies

- 4.6.1 The Vendor shall have documented operating procedures to discharge the security requirements detailed within this Agreement and provide TSP with access to such documentation in accordance with "Access to Vendor systems" as stipulated in this Agreement.
- 4.6.2 The Vendor shall implement a controlled exit procedure in respect of the individual Contract Personnel to ensure the return of any TSP assets or TSP Items or TSP Information in the possession of the individual when any of the Contract Personnel who have Access, leave the employment of the Vendor or are no longer engaged for the purpose of this Agreement. Such controlled exit procedure shall include a written communication by the Vendor Security Contact to TSP Security Contact of this removal.
- 4.6.3 The Vendor shall inform the TSP Security Contact immediately upon its becoming aware of any actual or suspected unauthorized Access or misuse of TSP Systems or TSP Information or breach of any of the Vendor's obligations under this Agreement.
- 4.6.4 The Vendor shall maintain integrity of the software build including upgrades, operating systems and applications from factory to desk. The Vendor shall demonstrate that the software build (both proprietary and off-the-shelf) delivered to TSP is the same as the software build agreed with TSP. The software as provided by Vendor shall not have any known viruses or malware which could hamper security including any unauthorized leakage of TSP Information including Sensitive Information.
- 4.6.5 Any change of location by the Contract Personnel or Vendors support centers shall be notified to TSP.
- 4.6.6 Where Vendor uses subcontractors,, TSP may require that the associated security risks are clearly identified and assessed by TSP Group Security or the appropriate TSP line of business security team. This will ensure that any unacceptable security risks are identified and addressed. This in anyway shall not reduce the Vendor from being responsible to TSP for its obligations to be performed under this Agreement relating to security.
- 4.6.7 Where Vendor uses subcontractors, formal contracts containing all necessary security requirements shall be put in place between the Vendor and its subcontractor before the Subcontractor or its personnel can access TSP Systems and TSP Information or occupy space in TSP's buildings or space in the Vendor's building that is used to access, hold or process TSP Information.
- 4.6.8 TSP may update from time to time, security related policies, guidelines, standards and requirements. TSP will incorporate such updates by reference which shall be notified in writing by TSP to the Vendor promptly. If the Vendor has an issue with such updates, the Vendor shall promptly detail its concerns to TSP in writing.
- 4.6.9 The Vendor shall record and maintain detailed information of all Contract Personnel who are authorized to Access TSP Systems or TSP Information.

#### 5. Access to TSP Systems

- 5.1 Subject to the provisions of this Agreement, the TSP allows (so far as it can and is able to do so) the Vendor, to have Access solely for the purpose as contemplated herein during the Term of this Agreement.

- 5.2 In relation to Access, the Vendor shall (and, where relevant, shall procure that all Contract Personnel shall):
- a) ensure each individual Contract Personnel has a unique user identification and password known only to such user for his/her sole use.
  - b) ensure Contract Personnel never share user identification, passwords or security tokens.
  - c) Promptly provide to TSP such agreed reports as TSP shall from time to time require concerning the Vendor's use and security of Access and any related matters to Access.
  - d) ensure onward bridging or linking to TSP Systems is prevented unless authorised by TSP.
  - e) use all reasonable endeavours to ensure no viruses or malicious code like malware, spyware, key logger, bots (as the expressions are generally understood in the computing industry) are introduced, and that there is no corruption or modification or compromise of TSP Systems or TSP Information, while meeting out the obligations under the Contract.
  - f) use reasonable endeavours to ensure that personal files which contain information, data or media with no relevance to the purpose, are not stored on TSP building servers or TSP centralised storage facilities or TSP Systems.
- 5.3 If TSP has provided the Vendor with Access to the Internet/Intranet, the Vendor shall, and shall ensure that the Contract Personnel, access the Internet/Intranet appropriately. It is the Vendor's responsibility to ensure that practical guidance on internet and email abuse (as amended) is communicated to the Contract Personnel from time to time.
- 5.4 The Vendor shall ensure that all Contract Personnel, subject to the Clauses headed "Regulatory Matters" and "Confidentiality" comply with classifying and handling of Information.
- 5.5 Any security software procured by the Vendor shall be used by the Vendor without modification, unless there is an essential need to do so, in which case appropriate controls shall be applied and the agreement of TSP Group Security sought.
6. Access to Vendor Systems
- 6.1 If Contract Personnel is granted Access to Vendor Systems having bearing on TSP data, information or network, the Vendor shall:
- a) ensure each individual has a unique user identification and password known only to such individual for his/her sole use.
  - b) promptly provide to TSP such reports as TSP shall from time to time require, concerning the Vendor's use and security of access to Vendor Systems.
  - c) allow Access only to the minimum extent required to enable the Contract Personnel perform their duties.
  - d) allow Access using a secure login process.
  - e) establish and implement formal procedures to control the allocation and de-allocation of Access rights.
  - f) ensure that the allocation and use of enhanced privileges and access to sensitive tools and facilities in Vendor Systems are controlled and limited to only those users who have a business need.
  - g) ensure that the allocation of user passwords to Vendor Systems that hold or access TSP Information is controlled through a formal auditable management process.
  - h) provide processes to demonstrate that remote and home working activities are only permitted where Authorised by TSP and subject to appropriate

security controls within the Vendor's organisation including but not limited to remote Access by users being subject to strong authentication.

- i) demonstrate that users follow security best practice in the management of their passwords.
- j) implement a password management system which provides a secure and effective interactive facility that ensures quality passwords.
- k) ensure that user sessions are terminated after a defined period of inactivity.
- l) ensure that audit logs are generated to record user activity and security-relevant events and securely managed and retained with nil ability on the part of the Vendor to allow any un-authorised access or amendment to the audit logs. Such audit logs must be maintained for future reference for a period of at least one year.
- m) ensure that monitoring of audit and event logs and analysis reports for anomalous behaviour and/or attempted unauthorised access are performed by Vendor's staff independent of those users being monitored.
- n) make available audit logs where required by TSP for review.
- o) ensure all systems holding, processing or accessing TSP Information shall be hardened as per industry standards.
- p) ensure that to the extent possible, development, test and live environments are segregated from each other and the other work areas in Vendor buildings.
- q) implement controls to detect and protect against malicious software and ensure that appropriate user awareness procedures are implemented.
- r) ensure that Vendor has in relation to all Vendor Systems formal security incident management procedures with defined responsibilities.
- s) ensure that any unauthorised software is identified and removed from Vendor Systems holding, processing or accessing TSP Information.
- t) ensure that Access to diagnostic and management ports as well as diagnostic tools are securely controlled to TSP's reasonable satisfaction.
- u) ensure that Access to Vendor's audit tools shall be restricted to Relevant Contract Personnel and their use is monitored.
- v) Ensure that data gathered after running audit tool is properly protected.
- w) perform enhanced independent code reviews (including penetration testing) on all Vendor Systems, as a part of the Vendor's security development lifecycle (SDL).

6.2 The devices which use proprietary encryption technique shall not be used for holding TSP information.

6.3 To the extent the servers are used to fulfill the purpose of this Agreement, Vendor's servers shall not be deployed on un-trusted networks without appropriate security controls.

6.4 Changes to individual Vendor Systems shall be controlled and subject to formal change control procedures. All documentation relating to Vendor Systems shall be protected from unauthorized Access or amendment.

6.5 Security procedures and controls shall be used to secure equipment holding, accessing or processing TSP Information in Vendor Systems.

## 7. Conditions for Equipment Vendors

### 7.1 Conformance to Security Standards and Policies

The Vendor shall ensure and certify that the supplied equipment has been subjected to penetration testing and all addressable vulnerabilities have been mitigated and the equipment is 'Safe to Connect' in the Telecom Network as per

the latest standards and recommendations on the subject from ITU/ISO/IETF/IEC etc. It will also include that the equipment confirms to the security policies of the TSP with respect to network elements. This applies to all telecom network elements and IT equipment used in the network.

The Vendor shall also ensure that the equipment supplied has all the contemporary security related features, facilities, hardware, software etc for the purpose of Interception, Monitoring, Analysis etc for use by the law enforcement agencies and provide complete information to enable these features and facilities before the supply of the equipment or the procedure of enabling these, if these are to be enabled after the commissioning of the network. The Vendor shall also submit a test report on these features and facilities and also a certificate that all contemporary features and facilities of this category exist in the equipment supplied.

Vendors will be allowed to certify their own equipments based on the testing at the labs which are capable of such testings. IT related elements in the telecom networks which are already ISO 15408 certified will be accepted as certified. Vendor can submit a relevant Self certificate based on test reports in this regard.

## 7.2 Equipments Configuration Guide

Two sets of equipment configuration guide shall be supplied which detail the configuration required to meet the policies and standards at least in respect of following:

Network Element security policies:

- Generic OS
- Technical Standard for Switches and Routers
- Management Standard for Switches and Routers

## 7.3 Reports

A report on the susceptibility to the attacks on mobile networks shall be provided by the Vendor to the TSP in the following manner:

- (a) Next Generation Network Equipment are susceptible to several attacks. The Vendor must submit a report categorically stating that the attacks to which the equipment and the network is susceptible, the degree of risk of each type of attack and mitigation technique to deal with these attacks.. The Vendor will ensure that whatever mitigation was possible as per the current available technologies, techniques, configuration have already been used and adopted by them before the supply of the equipment.

## 7.4 Security from Malware

There are no known cases of malware disrupting telecom services, yet. However, malware can cause information leaks and can result in the leak of private user information. However, some viruses, worms and Trojans can infect devices and spread malware via text messages or Bluetooth connectivity. This network-based service will also block Denial of Service attacks and restrict network traffic based on source, destination, IP ports and applications. It will also allow enterprise IT managers to lock and/or delete data on lost or stolen devices. The connectivity could affect platforms if adequate firewalls, IDPs are not strong. Therefore Vendors would provide adequate firewall and IDPs with the supply of equipment.

## 7.5 Cryptography Related Security Issues:

Vendors will take suitable measures to deal with cryptography related vulnerabilities and submit a report of the measures along with a relevant certificate(s) that they have taken adequate measures to deal with these vulnerabilities.

- i. Attacks on COMP-128 algorithm
- ii. Compromised cipher key
- iii. Key recovery allowing SIM cloning
- iv. Hijacking outgoing calls in networks with encryption disabled
- v. Hijacking outgoing calls in networks with encryption enabled
- vi. Hijacking incoming calls in networks with encryption disabled
- vii. Hijacking incoming calls in networks with encryption enabled
- viii. Suppressing encryption between the target user and the intruder
- ix. Suppressing encryption between target user and the true network

## 7.6 Data Flow Attacks

Many sophisticated attacks disguise themselves in data flows across sessions and ports—the more traffic there is, the harder it is to identify the threats. Vendors may ensure that they are aware of this and submit compliance on the same.

## 7.7 Additional Interfaces

Many of the problems in the data intensive infrastructure may come to increased number of interfaces additionally for data than those were present for voice only PSTN, hence, the Vendors must give special attention to interfaces and their related vulnerability. Such Vendors may ensure that they provide additional notes that they have taken care of the same and the test mechanism and methodology adopted by them with adequate evidence.

## 7.8 Security against Remote Access

The Vendor shall submit a written undertaking to the TSP clearly identifying all possible means of remote control/ remote access/remote command and control in the supplied equipment as well as suitable mitigation means to close such access mechanisms.

## 7.9 Software and Hardware Design Surety :Vendor may choose one of the following Options for Software and Hardware Design Surety

### 7.9.1 Option 1:

- (a) The Vendor shall at TSP's request enter into an escrow deposit arrangement in respect of all Information and documentation in relation to Supplies in respect of Hardware, executable Software/source code/gold build etc, High Level Designs (HLD), Detail Design Documents (DDD), listings and programmer's notes) ("the Escrow Information") as would enable TSP to complete any outstanding obligations of the Vendor under this Agreement, including, without limitation, obligations that would have existed (including the requirement to fulfil any orders that TSP would have otherwise placed under this Agreement) had this Agreement not been terminated by TSP before the expiry of its Term.
- (b) Without affecting any other rights it may have, TSP shall have the right, free of charge, to use the Escrow Information, after its release, in order to use or maintain (including to upgrade) the software, to modify or have modified

the software, and to authorize such modified software to or have it maintained by third parties, in case Vendor refuses to do so as per the Agreement.

- (c) The Vendor shall ensure that the Escrow Information deposited in accordance with Clause 7.11 (a) is and will be maintained as sufficient to allow a reasonably skilled programmer or analyst to maintain, modify and correct the hardware and software without the help of any other person or reference, and the Vendor further undertakes to keep the Escrow Information fully upto-date throughout the Term.
- (d) On the occurrence of any event permitting the release of the Escrow Information, the Vendor shall immediately provide, at its cost and expense, to TSP for a reasonable period, such advice, support assistance, data, information, access to Vendor's personnel or any key personnel of legal owner of the [Hardware and/or] Software for the purpose of understanding, maintaining (including upgrading), modifying and correcting any of the Hardware and/or Software. The softwares and codes written only in English language shall be acceptable. The code/software's shall be proven to be operational and correct version and to be certified that it does not have self-destructing programmes. This may be ensured by using the same at least once for loading the system initially before being deposited.

#### 7.9.2 Alternative to option 1 is Option 2 as below::

- (i) Gold software copy or the Executable copy of the software at the discretion of vendor.
- (ii) Dumb hardware can be loaded with software by the TSP or under the supervision of TSP from Gold software copy or from the executable copy after checking that hardware is free from any software and ensuring that there are no harmful malware into the hardware. Alternatively, vendors will submit a certificate to BSNL that the supplied hardware is free from harmful malware based on the above test.
- (iii) Upgradation of software for a period of as agreed in the Contract .
- (iv) Design of network (network diagram of Vendor Implemented equipment under the Contract) in digital form and/ or in hard copy

#### 7.10 Penalty

In the event that the Vendor is unable to comply with its obligations under this Agreement, as a result of which the Licensor imposes any sanction on the TSP, which results in any financial and other liabilities on the TSP, the Vendor shall be liable to make good such loss. In addition to the above, in case of any inadequate measures, act of intentional omissions, deliberate vulnerability left into the equipment or in case of deliberate attempt for a security breach by the Vendor, the Licensor may at its discretion blacklist the Vendor from entering into any supply deals with any Indian telecom operators. The TSP shall give the vendor the opportunity to defend any claim prior to imposing any penalty or blacklisting the vendor on account of security breach being attributable to it.

#### 7.11 Inspection

The Vendor must allow the TSP , Licensor/DoT and/or its designated agencies to inspect the hardware, software, design, development, manufacturing facility and supply chain and subject all software to a security/threat check at the time of procurement of equipment and upto two more times every year until the supplies under the Contract have been completed, at the sole discretion of the TSP. All the

documents shall be in English and handed over to the visiting team of the TSP at least 4 weeks ahead of the visit.

7.12 Language of Supplies

All the software codes, firmware, operating system, hardware details shall be in English only.

8. Data Protection

8.1 The Parties acknowledge that, in respect of all personal data and processed by the Vendor for the purpose of the provision of supplies under the Contract, TSP alone as data controller shall determine the purposes for which and the manner in which such personal data will be processed by the Vendor.

8.2 Other than at TSP's request, or where required by law to provide the supplies, the Vendor shall not disclose or allow access to any Personal Data other than, subject to Clause 8.4(f) to a person placed by the Vendor under the same obligations as contained in this clause who is employed or engaged by the Vendor or within the control of the Vendor in the performance of the Agreement.

8.3 The Vendor shall not use personal data for any purpose other than the provision of the supplies and shall return any personal data to TSP immediately upon request at any time providing such return does not prevent the Vendor from fulfilling its obligations under this Agreement. The Vendor shall retain personal data no longer than is necessary for the provision of the supplies, in accordance with the relevant Applicable Law and such instructions as TSP may provide from time to time. Upon expiry or termination of this Agreement for whatever reason, the Vendor shall immediately return to TSP all personal data and certify that no copies have been made or retained by the Vendor or any third party acting on its behalf.

8.4 The Vendor shall:

- (a) process personal data only on the instructions of TSP and to the extent necessary for the performance of this Agreement;
- (b) not modify, amend or alter the contents of the personal data except as required or permitted by this Agreement or with TSP's prior written consent;
- (c) implement the appropriate technical and organisational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and against all other unlawful forms of processing, which measures are set out in more detail in Clause 4 and provide to TSP with a written description of the measures taken when requested by TSP;
- (d) comply with all relevant provisions of any TSP codes of practice notified to the Vendor from time to time and the Applicable Law ;
- (e) keep all personal data secure and confidential, act only on TSP's instructions with respect to it, and comply with such further reasonable requirements from time to time of TSP for the security of it;
- (f) ensure that, of the Vendor's staff, only those of the Contract Personnel who need to have access to the personal data are granted access to the personal data only for the purposes of the performance of this Agreement and the

Contract Personnel are informed of the confidential nature of the personal data and comply with the obligations set out in this Clause 8;

- (g) notify TSP forthwith, and in any event, no later than 12 hours from the time it comes to the Vendor's attention, that personal data transferred by TSP to the Vendor has been the subject of accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, or any other unlawful forms of processing; and
- (h) notify TSP in the event that it receives a request or notice from any person subject to having access to that person's personal data held by it and will provide TSP with full co-operation and assistance in relation to any complaint or request including providing TSP with any relevant personal data it holds within the timescales provided by the request or notice or as otherwise required by TSP.

8.5 In respect of transfer of personal data the following conditions shall apply:

- (a) obtain TSP's prior written consent before transferring personal data to any Subcontractors in connection with the provision of the supplies;
- (b) prior to any transfer of personal data, enter into or procure that any Subcontractor delivering the supplies will enter into contracts for the transfer of personal data. In respect of personal data transferred by TSP to the Vendor or acquired by the Vendor from TSP's systems to a country outside of India shall be on the basis of Applicable Laws , or such other data protection model contract terms as may be agreed between the Parties from time to time, except where the relevant Applicable Laws provides for a derogation from this requirement.

8.6 Any breach of this Clause 8 by the Vendor shall be deemed to be a material breach of the Agreement and the Vendor shall indemnify TSP from the against any costs, losses, damages, proceedings, claims, expenses or demands incurred or suffered by TSP which arise as a result of such breach.

8.7 The Vendor shall, upon TSP giving reasonable notice, allow TSP or its nominated representatives such access to its premises, Information and records and those of its agents subsidiaries and sub contractors, as may be reasonably required by TSP from time to time to assess the Vendor's and/or Contract Personnel's compliance with this Clause 8.

## 9. Regulatory Matters

9.1 The Vendor shall

- (a) comply with all regulatory matters under Applicable Laws including, without limitation, any actions that TSP may require in connection with any regulatory matter, that are notified to the Vendor Regulatory Contact from time to time by the TSP Regulatory Contact in so far as they relate to the performance by the Vendor under the Agreement.
- (b) within 14 days of the Commencement Date, ensure that the Vendor Regulatory Contact contacts the TSP Regulatory Contact to establish the nature and extent of communication between them, to assist them in meeting all regulatory requirement relevant to the Contract, as set by the Licensor or any Governmental Authority or any other person nominated by Licensor



- (c) ensure that the Vendor and its Contract Personnel have undergone the proper and adequate training for the purpose of performing its obligations under this Agreement and promptly provide such information to TSP as shall be necessary for TSP to respond fully and to the timescale required to any request or requirement for information from any Governmental Authority , to the extent that such information relates to the performance of the obligations by the Vendor under the Agreement.

10. Confidentiality

10.1 In this Clause, "TSP Information" which TSP from time to time identifies to the Vendor as being commercially confidential, or is by its nature commercially confidential or defined by TSP as confidential, or confidential as per the Applicable Law. The term "Information" shall mean and include all or any communication(s), Information(s) or data disclosed, whether written, visual or oral and other material supplied to or obtained by the Party ("Recipient") from the other Party ("Disclosing Party") during the course of the Agreement.

10.2 Except with TSP's consent, the Vendor shall not disclose TSP Information to any TSP employee, not authorized to receive such information

10.3 Subject to the Clause 11, either Party receiving Information from the other shall not without the other's prior written consent use such Information except for Contract purposes or disclose such Information to any person other than TSP's employees, agents and contractors or Contract Personnel who have a need to know and who are bound by equivalent obligations of confidentiality. Any breach of such obligations by Contract Personnel or TSP's employees, agents or contractors (as the case may be) shall be deemed to be a breach by the Vendor or TSP respectively.

10.4 Clause 10.2 and Clause 10.3 shall not apply to Information that is:

- (a) published except by a breach of the Contract; or
- (b) lawfully known to the Recipient at the time of disclosure and is not subject to any obligations of confidentiality; or
- (c) lawfully disclosed to the Recipient by a Vendor without any obligations of confidentiality; or
- (d) replicated by development independently carried out by or for the Recipient by an employee or other person without access to or knowledge of the Information.

10.5 The Vendor shall not publicize this Agreement without TSP's prior written consent and shall ensure that any subcontractor is bound by similar confidentiality terms to those in this clause.

10.6 Either Party that has during the course of this Agreement received Information in a recorded form from the other (or has recorded received Information) shall return or destroy in a complete irrecoverable mode (at the option of the disclosing party) such records upon:

- (a) expiry or termination of this Agreement; or
- (b) upon earlier request unless such records are part of the supplies.

10.7 This clause shall survive termination / expiry of this Agreement.

10.8 The obligations of confidentiality shall also be governed by the Non-Disclosure Agreement dated [●] ("NDA"), entered into between the TSP and the Vendor. In the event of any conflict between this Clause 10 and the NDA, the provisions of the NDA shall be applicable.

11. Intellectual Property

11.1 Each Party will retain its right, title and interest in its respective trademarks, service marks and trade names as well as rights in respect of any patent, copyright, trade secrets or other intellectual property used during the performance of this Agreement. Both Parties recognise that except as otherwise expressly provided herein or agreed between the Parties, they shall have no right, title, interest or claim over the others' intellectual property.

11.2 The Vendor agrees that it shall defend, at its own expense, all proceedings, suits and claims against and/or affecting the TSP or any of their officers, directors or employees ("Indemnities") with respect to infringement, breach or violation of any patent, trademark, copyright, trade secret, mark or other intellectual property rights of any third party in the course of performance of its obligations under this Agreement. The Vendor agrees that it shall indemnify the Indemnities for all sums, costs, expenses and liabilities including, without limitation, all reasonable attorneys' fees and other costs, incurred by Indemnities in connection with or otherwise arising out of any such proceeding, suit or claim.

If in any such suit so defended, all or any part of the equipment or any component thereof or the use thereof is held to constitute an infringement or violation of third party intellectual property rights and its use is enjoined, or if in respect of any claim of infringement or violation the Vendor deems it advisable to do so, the Vendor shall at its sole cost and expense take one or more of the following actions: (a) procure the right to continue the use of the same without interruption for the TSP; or (b) replace the same with non-infringing Equipment that meets the technical specifications stipulated under the Contract; or (c) modify the said equipment or any component thereof so as to be non-infringing; provided, that (i) the equipment or any component thereof as modified complies with all of the technical specifications as stipulated under the Contract; and (ii) Vendor shall fully indemnify the TSP for any costs associated with any such action.

12. Security Review-The Vendor shall:

- (a) give to (or procure the giving to) TSP (or any person authorised by TSP) such access at all reasonable times to the Vendor's and any Subcontractor's records and premises related to this Agreement as TSP may require from time to time to assess the Vendor's compliance of these policies in this Agreement;
- (b) such assessments may include assessments of all elements of physical and logical audits, penetration testing of the Vendor's Systems. The Vendor shall facilitate this assessment by permitting TSP to collect, retain and analyse information to identify potential security risks including trace files, statistics, network addresses and the actual information or screens accessed or transferred; and
- (c) provide such reports to TSP and attend such meetings as may be reasonably required by TSP.

13. Network Audit, Test and Certification:

The process of networks audit and certification shall be performed by the test and certification agencies to include following activities:

- (a) Network forensics to identify existing unwanted running processes\ malwares\ backdoors etc. on all networks' elements. The operation includes sniffing of live traffic to identify unwanted redirection and interception of traffic.
- (b) Network Hardening to map all networks elements and to calibrate them to optimized secured state.
- (c) Network penetration test to assure system durability against any kind of attack.
- (d) Risk assessment to understand what actions shall be taken to minimize future damage to carrier and what risks are inevitable.
- (e) Actions to fix found problems by setting systems to default or acquiring relevant IT security technologies to prevent such problems from reoccurring.

An available list of Test and Certification Agencies (Third Parties) in various countries who may take up the regular Technical Audit of Networks and Security Certification is given at Appendix I. The TSP may engage the services of any other Network Audit and Security Certification agency also

#### 14 Investigation:

- 14.1 If TSP believes that there has been a breach by the Vendor of the provisions of this Agreement, TSP will inform the Vendor Security Contact. The Vendor shall cooperate with TSP fully in any ensuing investigation. The Vendor shall provide list of users who have had access to TSP Systems and TSP Information to TSP and/or any law enforcement agency. TSP shall have access to the Vendor Systems and TSP Information in the Vendor's premises generally with prior notice but include the right to make unannounced visits.
- 14.2 The Vendor shall report to TSP Security Contact promptly of any potential misuse of TSP Information or improper or unauthorised access to TSP Systems and TSP Information. Upon request, the Vendor shall promptly provide to TSP a written report with details of the potential misuse of TSP Information or improper or unauthorised access to TSP Systems and TSP Information, a remedial plan and a timetable for achievement of the planned improvements and steps to be taken to avoid the repeat of the potential misuse of TSP Information or improper or unauthorised access to TSP Systems and TSP Information.
- 14.3 If any audit or investigation reveals that there is a potential risk to the confidentiality, integrity or availability of TSP Information in the Vendor's processes or Vendor Systems, Vendor shall promptly correct any security risk in the Vendor's processes or Vendor Systems promptly.
- 14.4 During investigation, the Vendor shall co-operate with TSP, providing reasonable access, accommodation, facilities and assistance to all Vendor Systems as reasonably necessary to investigate the breach of the provisions of this Agreement including permitting interview of any sales, engineering or other operational personnel of Vendor. TSP shall, or at TSP's request shall instruct the Vendor to, confiscate for evaluation any tangible or intangible asset suspected to have been

used for information/ security breach or provide lead to investigation belonging to the Vendor or its subcontractor to aid the investigation.

15. Limitation of Liability

The aggregate liability of the Vendor to the TSP in respect of any breach of obligations under this Agreement shall not exceed the sum of Rs. 50,00,00,000 (Rupees Fifty Crores only) per breach, provided that such limitation shall not apply to claims arising pursuant to Clauses 10 and Clause 11.2 or pursuant to any other Clause where such limitation is expressly excluded.

16. Term and Termination

16.1 This Agreement shall be effective from the Commencement Date .Notwithstanding anything contained herein or in the Contract, this Agreement shall survive till any equipment is working, which is supplied and served by the Vendor under this Contract or for a period of ten years after signing of this Agreement whichever is later ("End Date").

16.2 This Agreement may also be terminated in the event it is so determined by the Licensor or under Applicable Laws.

16.3 The termination of this Agreement shall be without prejudice to the rights and obligations of the parties which have accrued up to the date of termination.

17. Indemnity

17.1 The Vendor shall indemnify and hold harmless the TSP and its employees, agents, shareholders, directors, representatives, against any claims or penalty or consequence arising out of breach of the security related terms of the license granted by the Licensor as a result of breach or non-compliance by the Vendor with its obligations in this Agreement.

17.2 It is clarified that any expenditure incurred by the TSP for complying with security related provisions as prescribed under Applicable Law shall be borne by the Vendor. In the event there is a breach of the security related provisions as prescribed under Applicable Laws, any penalty imposed by the DoT on the TSP shall be paid by the Vendor to the TSP. Further, any testing of Vendor's equipment including requirement of testing equipment shall be met by Vendor at his own cost.

18. Governing Law

This Agreement shall be governed by laws of India and the Parties agree to the exclusive jurisdiction of the Indian courts where the registered office of the TSP is situated.

19. Arbitration

19.1 In the event of any question, dispute or difference arising under this Agreement or in connection there-with, the same shall be referred to the sole arbitration of the CMD,BSNL or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CMD, BSNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CMD, BSNL or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person

appointed by the CMD, BSNL or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment on the ground that the arbitrator is a government servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a government servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CMD, BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

19.2 The arbitrator may from time to time with the consent of both the Parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

19.3 The venue of the arbitration proceeding shall be the office of the CMD BSNL), BSNL Corporate Office, New Delhi or such other places as the arbitrator may decide.

## 20 Notices

20.1 Any notice, documents, information, direction and any other communications required or permitted to be (or such other addresses as specified in writing by the respective Party from time to time) hereunder shall be sent in writing and sent by registered post, courier and or by facsimile transmission or delivered personally by hand or sent by email addressed to the other Party to the relevant addresses set out below at the following addresses:

If to the TSP:

Bharat Sanchar Nigam Limited  
2nd Floor, Bharat Sanchar Bhavan  
HC Mathur Lane  
New Delhi 110001  
Attention: [●]  
Fax: [●]  
Email: [●]

If to the Vendor:

[Name]  
[Address}  
Attention: [●]  
Fax: [●]  
Email: [●]

20.2 Any such notices and other documents shall:

- (a) if delivered by hand, be deemed to have been given and received at the place of receipt on the date of delivery;
- (b) if mailed by post or couriered, be deemed to have been given and received at the place of delivery on the date of delivery.

- (c) if given by facsimile transmission be deemed to have been given and received, at the place of receipt on the date as shown in the facsimile transmission report; and
- (c) if given by e-mail be deemed to have been given and received at the place mentioned in Clause 19 above on the same day.

20.3 Either Party shall inform the other of any change in its address above through a notice in writing to the other Party in the manner set forth above.

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THESE PRESENTS TO BE EXECUTED ON THE DAY, MONTH AND YEAR HEREINBELOW WRITTEN TO BE EFFECTIVE FROM THE DATE FIRST MENTIONED ABOVE

SIGNED for and on behalf of  
Bharat Sanchar Nigam Limited

SIGNED for and on behalf of [●]

.....  
Signature

.....  
Signature

.....  
Name

.....  
Name

.....  
Position

.....  
Position

.....  
Witness Signature

.....  
Witness Signature

.....  
Name & Address

.....  
Name & Address

## SECTION 11

### [CHECK LIST FOR BIDDER]

S. No	Section & Clause	Clause Description	Mandatory	Submitted (yes/ No)
1	Section 1 Clause 2.2	Tender fee of ₹ 2,000 plus 18% GST total amounting to ₹ 2,360/- (INR Two thousand three hundred sixty only) preferably through online payment mode	Yes	
2	Section 1 Clause 2.4	EMD/ Bid security for an amount of Rs. 11,00,000	Yes	
3	Section 1 Clause 2.5	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		
4	Section 1 Clause 4	Integrity Pact (as per the format available in SECTION 7F) duly signed by the authorized signatory of the Bidder shall be submitted along with the Bid		
5	Section 1 Clause 6 (a)	The Bidder shall be a Company registered/ incorporated in India under the Indian Companies Act, 1956/2013 as the case may be. In case of partnership firm, the firm should be registered under LLP Act 2008.	Yes	
6	Section 1 Clause 6 (b)	The Bidder shall have a minimum average Annual Turnover of INR 3 Crores in the immediate last three financial years. The bidder shall enclose the annual turnover certificate and audited Profit & Loss statement duly certified by the chartered accountants (CA) / company auditors	Yes	
7	Section 1 Clause 6 (c)	The Bidder shall be the Authorized Agent/ Dealer/ Channel Partner for all the OEMs whose equipment/ solutions are being offered in the Bid. Documentary evidence of the same shall be submitted. In case the Bidder is not yet authorized by OEM, OEM's letter of commitment to support the Installation, either directly or through their authorized representative, for 3 year during warranty and subsequent 5 years AMC after warranty shall be submitted		
8	Section 1 Clause 6 (d)	The Bidder shall have the experience of integrating and successfully implementing at least two projects comprising combination of one or more items of Server, Router, LAN Switch etc., with Project value of INR 3 Crore each or more after 01-04-2020. Certificates in this respect issued by the client(s) shall be submitted as part of the Bid documents, indicating the equipment and software details. For this purpose Projects with PO issued before 01-04-2020 but completed after 01-04-2020 shall also be considered	Yes	
9	Section 1 Clause 6 (e)	The Bidder must have a sound and well documented Quality Framework. The OEMs of hardware equipments shall have ISO 9001:2000 certification or equivalent. The Bidder shall accordingly submit a copy of certificate to the effect.		
10	Section 1 Clause 6 (f)	The Bidder must have a valid PAN Number	Yes	
11	Section 1 Clause 6 (g)	The Bidder must have a valid Goods and Services Tax Registration Certificate No(s). In case of multiple GST numbers, all the numbers shall be provided	Yes	

S. No	Section & Clause	Clause Description	Mandatory	Submitted (yes/ No)
12	Section 1 Clause 6 (h)	The Bidder shall not be a Licensed Telecom Service Provider to provide Basic Services/ Cellular Telephony Services/ Internet Services/ UASL/ NLD/ ILD Services anywhere in India. Self-Certificate by the bidder shall be submitted (Dully filled and signed as per Annexure 7 of SECTION 6 PART A )	Yes	
13	Section 1 Clause 6 (i)	The Bidder shall not have controlled equity stake or vice versa, in any of Basic Services/ Cellular Telephony Services/ Internet Services/ UASL/ NLD/ ILD/ IN Services operating companies in India. Self-Certificate by the bidder shall be submitted (Dully filled and signed as per Annexure 6 of SECTION 6 PART A )	Yes	
14	Section 1 Clause 6 (j)	Bidder shall submit a self-declaration that they are not blacklisted/debarred with Ministry of Communication or 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 2nd Nov 2021, as on Bid submission date (Dully filled and signed as per Annexure 8 of SECTION 6 PART A )	Yes	
15	Section 1 Clause 6 (k)	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 (Dully filled and signed as per Annexure 5 of SECTION 6 PART A )		
16	Section 1 Clause 7	Procurement as part of this Tender would be in accordance with Public Procurement (Preference to make in India) issued vide DPIIT (Department for promotion of industry and internal trade) order number P - 45021/2/2017 - PP (BE II) dated 16/9/2020. As per para 9(a) of the said letter "The 'Class-I local supplier'/'Class-II local supplier' at the time of , bidding or solicitation shall be required to indicate percentage of local content and provide self - certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made." (Dully filled and signed as per SECTION 6 PART C )		
17	Section 1 Clause 14	The bidder shall furnish a digitally signed copy of the document with no addition/deletion/ corrections in the downloaded document which is identical to the document appearing on Web-site.		



S. No	Section & Clause	Clause Description	Mandatory	Submitted (yes/ No)
18	Section 1 Clause 19	Amendments/ Guidelines relating to procurement of Telecommunication equipment in respect of Unified License Agreement and ISP License Agreement, issued by DOT vide No. 20-271/2010 AS-I (Vol-III) dated 10-03- 2021 and No. 820-01/2006-LR(Vol-II) (Pt-3) dated 12-03-2021, along with latest amendments, if any, shall be applicable to this tender. PO shall be issued only after clearance from trusted telecom portal of DOT. Format [SECTION 7(J)] duly filled for essential information (pertaining to bidder) for enabling BSNL to apply to NSCS for obtaining clearance from Trusted Sources Portal (NSCS) shall be filled and submitted with the bid		
19	Section 2 Clause 3 (a) iii	Bid Security Declaration in lieu of EMD duly filled & signed as per format given in Annexure 4 of SECTION 6 PART A		
20	Section 2 Clause 3 (a) v	Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of SECTION 4 PART A		
21	Section 2 Clause 3 (a) vii	Clause by clause compliance as per clause 11.2 of Section-4A Dully filled and signed as per Annexure 3 of SECTION 6 PART A		
22	Section 2 Clause 3 (a) viii	Attestation of the specimen signatures of authorized signatory by the Company's/ bankers shall be furnished		
23	Section 2 Clause 3 (a) viii	Bidder's Profile & Questionnaire duly filled & signed as per format in SECTION 8.		
24	Section 2 Clause 3 (a) viii	Non-Relation Certificate duly filled & signed (SECTION 6 PART B)		
25	Section 2 Clause 3 (a) xiii	Tender/ Bid form [SECTION 9 PART A]	Yes	
26	Section 2 Clause 3 (a) xv	Detailed Un-Priced Bill of Material (BoM) which shall include all the components including quantities, constituting the items mentioned in Schedule of Requirement		
27	Section 4 Part A Clause 4	Any bidder from a country which shares a land border with India shall be eligible to bid in this tender only if the bidder is registered with the Competent Authority. Any OEM from a country which shares a land border with India will be eligible to participate as OEM in this tender only if the OEM is registered with the Competent Authority. (Dully filled and signed as per Annexure 2 of SECTION 6 PART A )		
28	Section 4 Part A Clause 10.1 b	Type Approval Certificate given by Telecom Engineering Centre (TEC)/ TSEC issued by the Quality Assurance Circle of BSNL or proof of having applied for TSEC (copy of Form QF 103 be attached). However, for items like optical taps, load balancing switching, servers, manageable 48 port GE switch bidder may submit the Factory Test report indicating conformance to the specification for these items.		
29	Section 4 Part A Clause 10.1 c	Inspection Certificate issued by BSNL (QA) for execution of educational/ Commercial Order.		

<b>S. No</b>	<b>Section &amp; Clause</b>	<b>Clause Description</b>	<b>Mandatory</b>	<b>Submitted (yes/ No)</b>
30	Section 4 Part A Clause 10.1 f	Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be		
31	Section 4 Part A Clause 10.1 o	List of all Directors including their name(s), Director Identification Number(s) (DIN) and address(es) along with contact telephone numbers of office		
32	Section 4 Part A Clause 10.3	In order to enable the Purchaser to assess the proven-ness of the system offered, the bidder shall provide documentary evidence regarding the system being offered by him.		
33	Section 4 Part A Clause 10.4	A signed undertaking from Authorized Signatory of the bidder that shall certify that all components/ parts/ assembly/ software used in the Desktops and Servers like Hard disk, Monitors, Memory etc. shall be original, new components/ parts/ assembly/ software and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used.		
34	Section 4 Part A Clause 10.5	For supply of any software i.e. operating system or any applications software the bidder should submit a Certificate Of Authenticity (COA), signed by Authorized Signatory stating that all Software supplied are authentic and legal copy is/ are being supplied.		
35	Section 4 Part A Clause 10.6	Documentary evidence/ Declaration to the effect that the type of software to be utilized in the system/ equipment i.e. Packaged/ Canned OR Customized shall be furnished by the bidder. In case of Packaged/ Canned, the portion of value which represents consideration paid or payable for transfer of right to use such goods subject to provisions laid down in Central Excise/Custom Notifications".		
36	Section 5 Part B Clause 5.1	The Bidder shall provide the details of make and model no. of the equipments (imported /indigenous) as part of technical bid	Yes	
37		Undertaking & Declaration dully filled and signed as per Annexure 1 of SECTION 6 PART A		
38		Undertaking & Declaration reg. Payment Insulation dully filled and signed as per Annexure 9 of SECTION 6 PART A		
39		OEM Support Document dully filled and signed as per SECTION 7(G)	Yes	

- Note :
1. 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
  2. All supporting documents (including any computer system generated documents) should be duly signed/ attested by the Bidder/ Vendor organization before uploading in the e-Portal