

**Bharat Sanchar Nigam Limited**  
**(A Government of India Enterprise)**

**Subject:** Invitation of Expression of Interest (EOI) for empanelment of service provider for Media Analytics across all open sources like Print, Web, Social Media and Television.

**1.0. Introduction**

Bharat Sanchar Nigam Limited (BSNL), is a government owned leading telecommunications service provider in India. It provides services for retail customers and offers business solutions for corporate customers, including voice, data and other value-added telecommunications services both on wireline and wireless medium.

BSNL is the only "Complete Telecom Service Provider" in India having the largest network across India and providing all services across fixed, mobile, broadband, next generation IP services for both consumer and enterprise segments with its ubiquitous spread of networks across India.

BSNL is desirous of using an online platform that can deliver all medium media aggregation and analytics, including Customer complaints by each circle. The platform should be capable of secure access by authorized officials, as well as capable of allowing sharing of data, both online as well as through its mobile application. This platform should be secure and converge all the requirements of Print, TV, Web and Social Media analytics, including data, all on the same platform. Service may be named as Media Analytics & bidder as **MSP**.

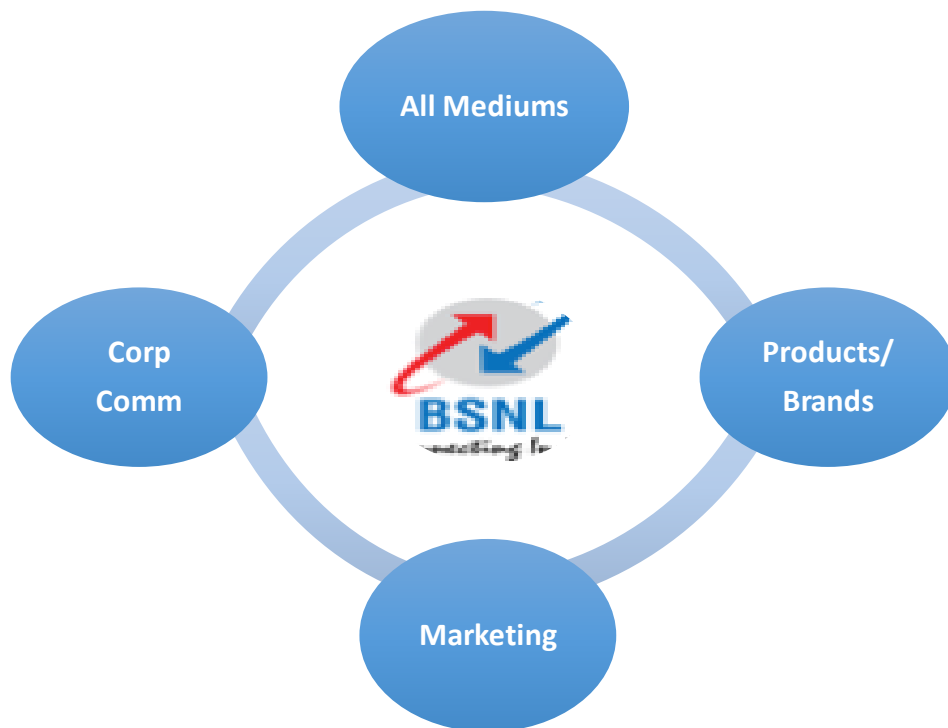
BSNL is also desirous of offering the above services to its regional offices, apart from the head office. The above services could be available to any mobile user having smart phones and not limited to only BSNL Users. All subscribers wanting to avail the above services should have mobile broadband with internet subscription.

**2.0 SCOPE OF WORK:**

Need to have an integrated Online / On Mobile platform that delivers media intelligence / analytics service to provide TV / Print / Web / Social Media / Call Centre Data and Analytics based services. The Platform should readily work across browsers, and the smartphone app on iOS and Android platforms.

On the basis of the detailed deliverables structure given below, the bidder should be able to provide all data and analytics across mediums for the past 12 months, to enable BSNL utilise these services effectively from day one.

**2.1 Analytics Services benefit areas First year**



## 2.2 Technical Requirements:

The analytics Platform should provide secure Online and On Mobile App access for the entire media gathering and analytics details. The mobile app should enable the user to share all media across platforms. The mobile clients for Smart phones should be available on popular OS's like Android and iOS.

## 2.3 Features/ Processes essential to Media Analytics services

### I: Tracking News:

- Print: Track over 400 publications and Editions across all 27 circles where BSNL operates, in Malayalam, Telegu, Kannada, Tamil, Gujarati, Marathi, Urdu, Assamese, Bengali, Punjabi languages. Also included are all business newspapers, and all major magazines.
- TV: News channels across English, Hindi, Marathi, Gujarati, Tamil, Malayalam, Kannada, Telegu, Bengali, Urdu and Punjabi and business channels.
- Social Media: Relevant Social Media Platforms with unlimited keywords
- Web: General / Industry websites / blogs / Trade Magazines / journals / Forums / Think Tanks

### II: Analytics

- I. Sentiment analysis
- II. Dossier: on Journalists, Publications, Websites, Handles, Blogs, TV channels.
- III. Measuring impact on media.
- IV. Media Ownership details
- V. Spokesperson analysis:
- VI. Influencers detail:
- VII. Key messaging details
- VIII. Geography wise analysis: map based data scan
- IX. Vertical, brand wise slotting of info / analytics
- X. Telecom Industry based Thematic Analytics
- XI. Impact on media studies
- XII. Personality positioning matrix

### III: **Delivery**

- I. **Data Cuts** customized for different divisions
- II. **Interactive Dashboard** with all mediums aggregated together.
- III. **Dashboard** delivery on smartphone App on iOS and Android
- IV. Capability of Mobile App to **Download / Favourite / Share / Email / Whats App / Tweet / RT / PDF any Article / TV clip**, etc.
- V. Capability to **Fuse Internal Data with External data** on similar database format.
- VI. **Single dashboard** for mediums: **Print /TV / Social Media /Web**.
- VII. **Common Keywords across mediums** for standardized analysis
- VIII. **Common Database structure across mediums** at the backend, capable of **Machine Learning** language implementation.
- IX. Capability of graphs to have **drill down facility** to access primary Content
- X. Capability of **customizing period** for trend analysis
- XI. Capability to give **conditional limited access** to different people,
- XII. **TV / Print** (offline mediums) to be stored for future access 24/7.
- XIII. **Analysed Reports:** do not get Saved in any Cloud based storage.

XIV. **Secure access:** to the authorized officials only

XV. **Create an active screen dashboard** for all data cuts

## **5.Roles & Responsibility of Successful Bidder: media analytics**

Responsibility of MSP shall be (but not limited to) following:

- i. All the hardware, software is shared and dedicated manpower resource for the analytics platform.
- ii. MSP shall be responsible to operate and maintain the analytics platform during the contract period.
- iii. MSP should be able to deliver all mediums integrated into the same platform.
- iv. The MSP shall comply with all applicable laws, byelaws, rules, regulations, orders, directions, and notifications etc as per Law of the land and of Government / court / tribunals.
- v. Compliance to all mandatory Government of India regulations and security guidelines and providing information to Law Enforcement Agencies (LEA).

### **5.1 Compliance to all Applicable Law**

#### **5.1.1 Security Requirements**

- a) The MSP(also referred as bidder) shall enable BSNL(also referred as purchaser) to comply with Applicable Laws including but not limited to notifications, circulars etc issued by DoT from time to time.
- b) The Bidder 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 Bidder with its obligations.

**5.1.2** MSP shall also comply with all other Govt. of India act and laws that are applicable to the work contained in this EOI.

## **6 Duration of the contract period**

**6.1** Duration of contract shall be 3 years from the date of work order of Analytics Services. After 3 years also, the contract can be extended on year to year basis at the liberty of BSNL.

## **7 Confidentiality:**

**7.1** The Bidder shall take adequate and timely measures to ensure that any specific reporting format prepared for BSNL as part of this contract/ agreement shall be kept confidential, secured and protected and shall not be divulged to any unauthorized person/ firm.

**7.2** Bidders (MSP) shall treat all documents / data / software or part of them, which BSNL may provide or MSP shall access, as strictly confidential and maintain secrecy for the same.

**7.3** The MSP shall maintain full confidentiality of the data supplied by BSNL. Under no circumstances the MSP shall divulge/reveal/share such data for the purpose other than for meeting BSNL's requirement. Any violation of this confidentiality clause may result in suitable penalty and /or termination of the contract, forfeiture of SD/

encashment of PBG of Bidder/Lead bidder and also consortium partner. BSNL shall reserve the right to bar the MSP from participating in future tenders/EOIs/ RFPs of BSNL for a period of two years on all India basis. The decision of BSNL shall be final in this regard and binding on the MSP.

- 7.4** Bidder (MSP) shall restrict access to the documents/data/software only to those of their employees to whom it will be felt necessary and relevant and shall draw the provision of this commitment to BSNL made by the bidder, to the personal attention of those of its employees to whom access to the document/data/software will be granted.
- 7.5** BSNL may terminate the contract, in case confidentiality as above is not maintained by the MSP.

## **8 Eligibility Requirement**

The following eligibility criterion shall be met by the bidder company who intend to participate in this EOI:–

- i. The bidder company shall be registered/ incorporated in India under the Indian Companies Act, 1956 or 2013.
- ii. The bidder shall have an average annual turnover of minimum INR 1 Crore (INR One Crore) during financial years (2015–16 and 2016–17). The bidder shall submit the Annual Report/ audited accounts certified by Auditor for the above two years to establish the turnover.
- iii. Bidder shall have experience in media analytics offering similar atleast 2 services to organisations, across Government and private sector. Self-certificate including contact details in this regard shall be submitted. And Solution may be available on the day of bidding.
- iv. The bidder shall have valid PAN No.
- v. The bidder shall have Valid GSTN Registration No.

## **9 List of documents to be submitted as part of the proposal:**

- i. Copy of the Article of Association & Memorandum of Association.
- ii. List of Directors including their names(s) and address(es) alongwith contact telephone numbers, DIN of each director & CIN of the company.
- iii. Certified True copy of Board's/ Management's resolution in favour of authorized signatory.
- iv. Specimen signature of the authorized official duly attested by Company's/authorized signatory's Banker.
- v. Latest audited Annual Report of the company, in case printed copy is not available then copy of the same duly certified by the Company Secretary/ Director/ Managing Director /Authorized Signatory of the company.
- vi. Turnover certificate from the company's Auditors/ CA mentioning the field of turnover as required under the eligibility conditions.
- vii. Non-refundable empanelment fees in the form of DD, required as per eligibility conditions.

- viii. NDA, duly notarized on non-judicial stamp paper of Rs.50/- (NDA format enclosed).
- ix. Contact details i.e. Name, email id, phone no., mobile no., fax no. of a responsible person for liaising in this matter.
- x. Undertaking & declaration as per Annexure-1
- xi. No Relative Certificate as Annexure - 2
- xii. Integrity pact at Annexure -3
- xiii. Non-Disclosure Agreement (NDA) Annexure-4
- xiv. MSP may be willing to offer Proof of Concept (POC) at its own cost, if required by the client.

**Draft agreement, containing the complete commercial, financial and technical conditions to be signed for providing the services shall be forwarded to the eligible companies only after evaluating the proposal containing the above documents in full after finalization of the list of services & their respective price points.**

## **10 Process for Tender Notice of BSNL MSP**

- 10.1** An expert committee will scrutinize the application submitted by MSP applicants and if required, BSNL may call for follow-up action or completing missing information/information's if any.
- 10.2** If deemed necessary by BSNL, the applicants may be called for a presentation to assess their strengths, business plans, target segments, target services and launch road map. BSNL reserves the right to request a presentation from an applicant as part of the evaluation process.
- 10.3** A Committee of experts constituted by BSNL will assess capabilities and strengths of the applicant before finalizing the MSP partners.

## **11 Earnest Money Deposit Fee**

- 11.1 As part of Bid security, the MSP shall submit EMD of INR 7,20,000/- (Rs seven Lakh twenty thousand only) in the form of DD issued by any scheduled bank.
- 11.2 DD is to be made in favor of "Accounts Officer (Cash), O/o ...CGM (NCNGN), Conference Room, CTS compound, Netaji Nagar, New Delhi.-110023.
- 11.3 EMD fee is refundable

**12. Performance Bank Guarantee of 10% of the total cost of the first year of the contract value on the rolling basis to be submitted at the time of the release of the work order.**

## **IV Financial Bid:**

The financial bid has to be submitted in the form of monthly retainership fee for the above scope of work inclusive of taxes and all expenditures. Third party costs have to be specified.

**Financial Bid Format**

| S. No           | SOR Item Description | Total Cost excluding Taxes | GST  |        |      |        |      |      | All-inclusive Unit cost | Amount of Input tax Credit (ITC ) to be availed by | Unit price excluding ITC amount (net unit cost total price inclusive of all levies and charges but excluding ITC (net total cost) |
|-----------------|----------------------|----------------------------|------|--------|------|--------|------|------|-------------------------|--|---|
|                 |                      |                            | CGST |        | SGST |        | IGST |      |                         |  |   |
|                 |                      |                            | Rate | Amount | Rate | Amount |      | Rate |                         |  |   |
|                 |                      |                            |      |        |      |        |      |      |                         |  |   |
| <b>Services</b> |                      |                            |      |        |      |        |      |      |                         |  |   |

**Evaluation process**

- 1) The agencies which fulfill the criteria above would be called for presentation and product feature demonstration (weightage: 80%) and submission of financial bid( weightage: 20%)
- 2) The overall score of presentation and financial bid would be considered for ranking of the agencies
- 3) In case of a tie, agency getting higher score in presentation would be considered for awarding of the work
- 4) In the presentation the agency would be evaluated on the below points, total marks- 100
  - a. The presentation should include background of the Company and of its key personnel / Proven Capabilities and Brands handled and should include all points mentioned under scope of work. **20 Marks**
  - b. Media Analytics strategy proposed, advantages of all Medium Analytics & strategy tool advantages.to showcase why BSNL can use this to further its mandate: **40 marks**
  - c. Technology demonstration of the media analytics product, with live clients on the Web / Mobile platforms which will become the backbone for helping BSNL analyse and achieve business goals. **40 marks**

### **13. Time period for Launch**

13.1 The successful bidder shall commence full services from 60 Day from the date of issue of work order. However, it should also offer last 12 months of analysed data on the industry

### **14. TRAINING**

The bidder shall provide training free of cost to BSNL designated officials to enable them to use the platform.

### **15. Terms and Conditions**

- i. The application for Expression of Interest in format as specified in Annexure along with all required documents must be submitted in sealed envelopes, superscribed "Expression of Interest (EOI) for empanelment of service provider for secured mobile based unified messaging & communication services for smart phone users on revenue sharing basis" and addressed to the contact person indicated in this EOI. The envelope shall indicate the name and address of the Company.
- ii. A copy of this EOI duly signed in on all pages meaning by acceptance of all clauses be submitted along with application form.
- iii. Eligible MSP who are willing to work with BSNL on non-exclusive basis and may kindly send their EOI in line with the aforesaid requirements to:  
  

**Chief General Manager (NGNGN) ???**  
**Bharat Sanchar Nigam Limited**  
**CTS Compound, Netaji Nager, New Delhi 110023**
- iv. Terms and conditions of the EOI, Empanelment agreement and Commercial agreement shall be as per the Guideline and license issued by DoT any amendment issued from time to time.
- v. Participation in this EOI does not guarantee any association with BSNL unless notified by BSNL in writing.
- vi. All costs & expenses associated with submission of application shall be borne by the Company submitting the application and BSNL shall have no liability in any manner in this regard. BSNL reserves the right to terminate the process for any reason whatsoever for empanelment.
- vii. Due diligence should be exercised while providing information against the EOI. Unnecessary or irrelevant information will not give any advantage to the MSP. Only relevant and precise information should be provided. If any information provided by the MSP is found to be incorrect at any stage it would render the application request liable for rejection.



- viii. BSNL reserves the right to ask for additional documents submitted by MSP Company as part of the evaluation process.
- ix. This EOI does not constitute and will not be deemed to constitute any commitment or confirmation on part of BSNL for any empanelment or agreement with the MSP.
- x. While this EOI has been prepared in good faith neither BSNL nor its employees make any representation or warranty, express or implied or accept any responsibility or liability whatsoever in respect of any statement or omission herein or the accuracy, completeness or reliability of information and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this EOI even if any loss or damage is caused by any act or omission on their part.
- xi. BSNL reserves the right of rejecting any offer without assigning reasons.
- xii. There is neither a business guarantee nor any commitment for funding support from BSNL to the companies entering into agreement.
- xiii. This policy is open ended and any company which is interested and meets the eligibility conditions may submit its proposal on any working day. BSNL would however reserve the right of periodic review of the entire policy or any elements thereof based on its business needs.

#### **16.Exit clause –**

MSP may move out of the agreement after giving a notice of 3 months to BSNL. If MSP exits during the agreement period this move shall carry following penalties on MSP:

- i. The sum of all consequential damages, if any that arise on account of premature closure will be borne by MSP.
- ii. Cost of any contract with any third party will be borne by MSP till currency of existing contracts.
- iii. MSP will not be considered for any new telecom business with BSNL for next 2 years.
- iv. Limitation of liability clause may be incorporated in contract between MSP and BSNL limiting it to contractual value under MSP/BSNL contract.

#### **17.Liquidated Damage**

17.1 Delay in launch of service shall attract a penalty of Rs 5,000 per week, for 10 weeks period. Thereafter a penalty of Rs 7,000 per week shall be applicable for the next subsequent 10 week for the delay in launch.

17.2 The total value of the liquidated damages shall be limited to a maximum of 12% (Twelve percent) i.e. LD shall be levied up to 20 weeks

17.3 After 20 weeks of delay, BSNL shall be at the liberty to terminate the contract.

## **18 FORCE MAJEURE**

**18.2** 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.

**18.3** Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Bidder 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 Bidder 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 Bidder may with the concurrence of the purchaser elect to retain.

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

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

- (a) Failure to deliver and/ or commission any or all of the goods within the time period(s) specified in the contract.
- (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 Purchaser will take action as specified in Annexure 5

## **20 ARBITRATION**

**20.2** In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), 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 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 or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time. 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.

20.3 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.

20.4 The venue of arbitration shall be BSNL CO New Delhi and/or Circle/SSA HQ or the office of the Arbitrator situated at New Delhi or at the respective Territorial Circle/SSA HQ, as the case may be.

## **21 SET OFF**

Any sum of money due and payable to the bidder (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 bidder with the Purchaser or BSNL or such other person(s) contracting through the BSNL.

## **22 INTIMATION OF ROLLOUT PROGRESS**

The bidder, who is given Purchase Orders, must give the progress of rollout every month on the first working day of the following month to MM and the concerned User Branches of BSNL.

## **23 Indemnification**

23.2 Bidders shall indemnify BSNL against any third party claim for any damage for any service being rendered by the bidder.

23.3 In case of any claims by any third party towards licensing or otherwise for the products provided by the Bidder, it will be the sole responsibility of the Bidder to settle such claims. Under no circumstance, BSNL will have any liability for any such claim.

23.4 Bidders have to give an Indemnity bond as per Section 7(H) along with the technical bid.

## **24 COURT JURISDICTION**

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

**24.3** 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 Delhi only”.**

Anneure-1

**UNDERTAKING & DECLARATION**

**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 work at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the work in time, the Empanelment fee 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 offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date: .....

.....  
Signature of Bidder

Place: .....

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



**NEAR-RELATIONSHIP CERTIFICATE:**

(Format of the Certificate to be given as per the clause 29 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)

The format of the certificate to be given is "*I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the 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

**EOI APPLICATION**

**SUB:** Expression of Interest to be an empaneled MSP for secured mobile based unified messaging & communication services for smart phone users on revenue sharing basis.

Notice No. ND/NCNGN/.....

Dated: ..../...../2018

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

(To be submitted with EOI Application by Applicant)

**To**

CGM NCNGN,  
CTS Compound,  
Netaji Nagar, New Delhi 110023

**Sub:** Submission of Expression of Interest (Eoi) for

Sir,

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

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

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

Yours faithfully,

Authorized Signatory

(Name & Designation, seal of the firm)

Date:

Place:

## **INTEGRITY PACT**

Between

Bharat Sanchar Nigam Limited (BSNL) / hereinafter referred to as “The Principal”

and

.....hereinafter referred to as “The Bidder”

### **Chapter 1 Preamble**

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

In order to achieve these goals, the Principal will appoint an Independent External Monitor who will monitor the EOI 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 EOI for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- (b) The Principal will, during the EOI process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the EOI 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 EOI 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)**

- (1) The Bidder(s) commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the EOI process and during the contract execution.
  - (a) The Bidder(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 EOI 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 EOI process or during the execution of the contract.
  - (b) The Bidder(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 non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - (c) The Bidder(s) will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder(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.
  - (d) The Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences

## **Section 3 – Disqualification from EOI process and exclusion from future contracts**

If the Bidder(s)/Bidder(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)/Bidder(s) from the EOI process or take action as per the defined procedure.

#### **Section 4 – Compensation for Damages**

- (i) If the Principal has disqualified the Bidder(s) from the EOI 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 Bidder the amount equivalent to Security Deposit / Performance Bank Guarantee in addition to any other penalties/ recoveries as per terms and conditions of the EOI.

#### **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 EOI process.
- (ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the EOI process or action can be taken as per the defined procedure.

#### **Section 6 – Equal treatment of all Bidders/Bidder(s)/Subcontractors**

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

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

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

#### **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 functions neutrally and independently. He reports to the CMD of the BSNL.
3. The Bidder(s)/ Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder 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)/Bidder(s)/Subcontractor(s) with confidentiality.

Notwithstanding anything contained in this Section, the Bidder(s)/Bidder(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)/Bidder(s) shall not be required to provide any data relating to its other customers, or any personnel or employee related data.

4. 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 Bidder. The parties offer to the Monitor the option to participate in such meetings.
5. 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 non-binding 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.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, shall the occasion arise, submit proposals for correcting problematic situations.
7. 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.
8. The word 'Monitor' would include both singular and plural.

## **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Bidder 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

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 EOI 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.
3. If the Bidder is a partnership or a consortium, this agreement must be, signed by all Bidders 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.

-----  
For the Principal

-----  
For the Bidder/Bidder

Place.....

Witness 1 : .....

Date .....

Witness 2 : .....

Annexure-4

**Format of Non Disclosure Agreement (NDA)  
(To be typed on Rs 100/- non-judicial Stamp)**

This Agreement is made as of the ----- 201 between **BHARAT SANCHAR NIGAM LIMITED (BSNL)** a Government of India Enterprise, having its corporate office at BSNL 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 (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 cooperates 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 whatsoever, 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 five 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: \_\_\_\_\_

Annexure-5

| S. No. | Defaults of the bidder / vendor. | Action to be taken |
|--------|----------------------------------|--------------------|
| A      | B                                | C                  |



|  |  |  |
|--|--|--|
| 1(a)   | Submitting fake / forged   | i) Rejection of tender bid of respective Vendor.   |
|  | a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;   | 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. |
|  | b) Certificate for claiming exemption in respect of tender fee and/ or EMD;  | 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.   |
|  | and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.  |  |
|  | <b>Note 1:-</b> However, in this case the performance guarantee if alright will not be forfeited.  |  |
| <b>Note 2:-</b> 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 Sales Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender : |  |
|  | <i>(i) If detection of default is prior to award of APO</i>  | i) Rejection of Bid &<br>ii) Forfeiture of EMD.  |
|  | <i>(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)</i>   | i) Cancellation of APO ,<br>ii) Rejection of Bid &<br>iii) Forfeiture of EMD.  |

| S. No.       | Defaults of the bidder / vendor.  | Action to be taken   |
|--------------|---|--|
| A            | B   | C  |
| 1(b) cont d. | (iii) If <i>detection of default after receipt of PG/ SD (DD,BG etc.)</i> .   | i) Cancellation of APO<br>ii) Rejection of Bid &<br>iii) Forfeiture of PG/ SD.<br>However on realization of PG/ SD amount, EMD, if not already released shall be returned.   |
|              | (iv) If <i>detection of default after issue of PO/ WO</i>   | i) Termination/ Short Closure of PO/WO and Cancellation of APO<br>ii) Rejection of Bid &<br>iii) Forfeiture of PG/ SD.<br>However on realization of PG/ SD amount, EMD, if not released shall be returned.                           |
|              | <b>Note 3:-</b> However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.  |  |
|              | <b>Note 4:-</b> No further supplies are to be accepted except that required to make the already supplied items work.  |  |
| 2            | 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 & responsibilities for the following : | Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. |
|              | a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.  |  |
|              | b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.  |  |
| 3            | Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.  | Forfeiture of EMD.   |

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| S. No. | Defaults of the bidder / vendor.   | Action to be taken   |
|--------|--|--|
| A      | B  | C  |
| 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.  | i) Termination of PO/ WO.<br>ii) Under take purchase/ work at the risk & cost of defaulting vendor.<br>iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.   |
| 4.2    | Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO. | i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable.<br>ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor.<br>iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.  |
| 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.<br>OR<br>ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.<br>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD. |

| S. No. | Defaults of the bidder / vendor.  | Action to be taken  |
|--------|---|---|
| A      | B   | C   |
| 5.2    | Major quality problems (as established by a joint team / committee of User unit(s) and 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;<br>OR<br>ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.<br>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD;<br>and<br>iii) Withdrawal of TSEC/ IA issued by QA Circle. |
| 6      | Submission of claims to BSNL against a contract<br>(a) for amount already paid by BSNL .<br>(b) for Quantity in excess of that supplied by Vendor to BSNL.<br>(c) for unit rate and/ or amount higher than that approved by BSNL for that purchase. | i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking ' <b>Set off</b> ' clause 21 of Section 5 Part A or by any other legal tenable manner.<br>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.   |
|        | <b>Note 5:-</b> The claims may be submitted with or without collusion of BSNL Executive/ employees.   |   |
|        | <b>Note 6:-</b> 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.<br>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &   |

|                  |  |   |
|------------------|--|---|
|                  | a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.   | Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.<br>iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc. |
| <b>S. No.</b>    | <b>Defaults of the bidder / vendor.</b>  | <b>Action to be taken</b>   |
| A                | B  | C   |
| 7<br>con-<br>td. | <p>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.</p> <p>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) undertakes any action that affects/ endangers the security of India.</p> | iv) Legal action will be initiated by BSNL against the Vendor if required.  |
| 8                | If the vendor is declared bankrupt or insolvent or its financial position has  | i) Termination/ Short Closure of the PO/ WO.  |

become unsound and in case of a limited company, if it is wound up or it is liquidated.

ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.

iii) No further supplies are to be accepted except that required to make the already supplied items work.

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).

v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.

| S. No.           | Defaults of the bidder / vendor.  | Action to be taken   |
|------------------|---|--|
| A                | B   | C  |
| 8<br>con-<br>td. |   | Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.  |
| 9                | In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings. | <ul style="list-style-type: none"> <li>i) Termination/ Short Closure of the PO/ WO.</li> <li>ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</li> <li>iii) No further supplies are to be accepted except that required to make the already supplied items work.</li> <li>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).</li> <li>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.</li> </ul> Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD. |
| 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.  | <ul style="list-style-type: none"> <li>i) Termination of contract, if any.</li> <li>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.</li> </ul>  |



| S. No.            | Defaults of the bidder / vendor.   | Action to be taken  |
|-------------------|--|---|
| A                 | B  | C   |
| 10<br>con-<br>td. | b) in spite of Court Orders.   | <p>iii) Take legal recourse i.e. filing recovery suite in appropriate court.</p> <p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &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>i) 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>  |

|   |  |
|---|--|
| <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><b>Note 7:</b> The above penalties will be imposed provided it does not clash with the provision of the respective tender.</p>   |  |
| <p><b>Note 8:</b>-In case of clash between these guidelines &amp; provision of invited tender, the provision in the respective tender shall prevail over these guidelines.</p>  |  |
| <p><b>Note 9:</b>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.</p> |  |