

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
2nd Floor, Bharat Sanchar Bhawan, HC Mathur Lane,
Janpath, New Delhi- 110001

DRAFT for suggestions/Comments

From: AGM (MMY)
2nd Floor, Broadband Section,
Bharat Sanchar Bhawan, HCM Lane,
Janpath, New Delhi – 110001.
No.....

To,

Dated: xx/xx/2015

Sub: - Tender for Supply, Installation, Integration, Commissioning and Maintenance of DNS Solution on turnkey basis for BSNL Network.

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

Table No: 1

S. No.	Section/Annexure	Item	Page No.
1.	Section-1	Detailed Notice Inviting Tender (NIT)	
2.	Section-2	Tender Information	
3.	Section-3 Part-A	Scope of work	
4.	Section-3 Part-B	Functional and Technical Requirements (FTR)	
5.	Section-3 Part-C	Schedule of Requirement	
6.	Section-3 Part-D	Technical specification of UPS	
7.	Section 4 Part A	General Instruction to Bidders	
8.	Section-4 Part B	Special Instructions to Bidders	
9.	Section-4 Part C	Special Instructions to Bidders for E-Tendering	
10.	Section 5 Part A	General (Commercial) Conditions of Contract	
11.	Section-5 Part B	Special (Commercial) Conditions of Contract	
12.	Section-5 Part C	AMC Agreement	
13.	Section-6	Undertaking and declaration	
14.	Section-7	Proforma (s)	
15.	Section-8	Bidders profile & Questionnaire	
16.	Section-9	Bid Forms / Price Schedules	
17.	Section-10	Draft Agreement with regard to security	

If interested, kindly submit your offers by means of online bids only through Electronic Tendering at the portal detailed in 'Special Instructions to Bidders for E-Tendering' before 11:30 hours of --/--/2014.

AGM (-----)
Phone Number - (Off) 011-.....
FAX 011-.....

Regd. Off.: BSNL, Bharat Sanchar Bhawan, Janpath, New Delhi -110 001. Web: www.bsnl.co.in

SECTION-1

NOTICE INVITING TENDER

1. On behalf of Chairman and Managing Director, Bharat Sanchar Nigam Limited, digitally sealed online tenders, on rupee payment basis, are invited in Single Stage Bidding and two stage Opening using two Electronic Envelops (Techno-commercial bid & Financial bid) from experienced & eligible bidders for Supply, Installation, Integration, Commissioning and Maintenance of DNS Solution on turnkey basis for BSNL Network.

Details	Estimated locations	EMD (Bid security)
Supply, Installation, Integration, Commissioning and Maintenance of DNS Solution on turnkey basis for BSNL Network along with with warranty period of 1 year and AMC of 7 years	DNS – At 9 locations namely – Bangalore, Chennai, Ernakulum, Pune, Mumbai, Kolkata, Noida, Agartala & Chandigarh	INR 40,00,000/- (INR Forty Lakhs)

Note: The quantity/no./Sites stated above are estimated and BSNL reserves the right to vary the quantity to the extent of -25 % to +25 % of specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms & conditions.

2. Sale of Tender Document:

2.1 As this Tender Document shall be following the e-Tendering Process, the Bidders may download the Detailed NIT along with Performa for Non-Disclosure Agreement (“**NDA**”) from the BSNL Web site [http:// bsnl.co.in](http://bsnl.co.in) following the “Link for E-tenders by BSNL” in the tender section from ----- (1800 Hrs) onwards.

2.2 Tender Document shall be available for downloading only thereafter.

- i. Payment of **INR 4,000/- (INR Four Thousand Only inclusive of taxes)**, which shall be non-refundable in the form of crossed demand draft, drawn on any scheduled bank in favour of Accounts Officer (Cash), BSNL Corporate Office, New Delhi; and
- ii. Bidder is required to register compulsorily and complete all the required formalities on the E-tender portal <https://www.tcil-india-electronictender.com>. Thereafter, upon payment of INR 4,000/- towards tender document fee to AGM(MMY), 2nd Floor, Bharat Sanchar Bhawan, Janpath, New Delhi-1, the prospective Bidder will be authorized by MM cell, BSNL Corporate Office, New Delhi, to access/download the tender document from the E-tendering portal only.
- iii. Submission of Integrity Pact signed by Purchaser and Bidder is mandatory.

3. e-Tendering Process

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

4. Eligibility Criteria-:

- 4.1. The Bidder Company shall be a company registered and incorporated in India under the Indian Companies Act 1956.
- 4.2. Bidder shall be a company having a minimum turnover of INR 30 Crore per year during last 2 financial years i.e. FY 2013-14, FY 2014-15. In case of consortium bid turnover of only lead bidder shall be counted. Annual report and Audited Balance sheets shall be enclosed as supporting document.
- 4.3. The bidder shall have an experience of supply and successful implementation of DNS solution in atleast 2 Telecom Service Provider of subscriber base of more than 25 Mn worldwide with atleast one in India and running for atleast one year as on date of bid submission. A certificate from the client along with the contact details i.e. name of contact persons, postal address Email, tel. no. shall be submitted by Bidder.
- 4.4. If the bidder is not meeting the experience criterion as at Para 4.3 above, then the bid can be submitted through legally bound consortium (as per the format at **Annexure F**) with company who is OEM of DNS solution and has the experience as at Para 4.3 above. Client certificate with contact details (with contact details of person signing) shall be submitted in this regards by the consortium partner. It is clarified that consortium agreement shall be between two companies only, one lead bidder & one consortium partner.
- 4.5. In case the bid is being submitted as a consortium, then bidder (also referred as Lead Bidder interchangeably) shall also have an experience in installation and commissioning of IT/Networking /Telecom projects of a cumulative total of minimum of INR 15 Crore after 1-04-11. Bidder shall submit self certificate countersigned by Chartered Accountant along with the list of such works completed successfully and the value of work in respective projects.
- 4.6. The Bidder firm 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. (Applicable for consortium partner also).
- 4.7. The Bidder firm shall not have controlling equity stake or vice versa, in and of any Basic Services/ Cellular Telephony Services/ Internet Services/ UASL/ NLD/ILD Services operating companies in India. Self Certificate by the bidder shall be submitted. (Applicable for consortium partner also).
- 4.8. Valid PAN No.
- 4.9. Valid Sales/Service Tax Registration Certificate No or exemption certificate No.
- 4.10. The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self-attested by the bidder.

5. EMD:

- 5.1. The bidder shall furnish the bid EMD of INR 40 lakhs one of the following ways.
 - i. Demand draft/Banker's cheque drawn in favour of AO (cash), BSNL CO Payable at Delhi.
 - ii. Bank Guarantee from a schedules bank drawn in favour of 'DGM (MMT), BSNL,

Delhi which should be valid for **180** days from the tender opening date.

5.2 The MSE units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item.

6. **Online Submission of Tender bid:** Upto 11:30Hrs. of tender closing date i.e.

In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (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 intimated to all the bidders separately.

7. **Online Opening of Tender bids:** At 12:00 Hours of this tender closing date i.e.

8. **Place of opening of Tender bids:** BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'.

BSNL's Tender opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.

However, if required authorized representatives of bidders (i.e. Supplier organization) can attend the TOE at the Meeting Room, 2nd Floor, Bharat Sanchar Bhawan, Janpath, New Delhi, where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

9. Tender bids received after due time and date will not be accepted.

10. Incomplete, ambiguous, conditional, unsealed tender bids are liable to be rejected.

11. CMD BSNL reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.

12. Tender document can be downloaded from the website www.bsnl.co.in following Link "Tender Notice" or from <https://www.tcil-india-electronictender.com>.

13. The bidder shall furnish a digitally signed copy with no addition/ deletion/ corrections in the downloaded tender document being submitted and it is identical to the tender document appearing on Web-site.

14. 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.

15. 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.

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

Section- 2

Tender Information

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

Note 1: E-reverse auction shall not be applicable for this tender.

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

2. Bid Validity Period / Validity of bid Offer for acceptance by BSNL: **-150 days** from the tender opening date.

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

- a) Techno-commercial e-envelope shall contain Electronic Form-Technical with all relevant bid annexure of following, but not limited to, documents :
 - i. EMD
 - ii. Receipt/Proof of the tender fee.
 - iii. Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the Detailed NIT.
 - iv. Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.4 of Section 4 Part A
 - v. Integrity Pact
 - vi. Clause by clause compliance as per clause 11.2 of Section-4A
 - vii. Bidder's Profile & Questionnaire duly filled & signed.
 - viii. Non-Relation Certificate duly filled & signed.
 - ix. Undertaking & declaration duly filled & signed
 - x. Documents stated in clause 10 of Section-4 Part A.
 - xi. Tender document duly signed at the end of each section for having reads it and accepted it (only in case of manual bidding process).
 - xii. Tender/ Bid form- Section 9 Part A
 - xiii. Electronic Form- Technical duly filled & signed

Note 2: In case the bidder is unable to upload any of the documents listed above, he may submit the same physically. However EMD & cost of tender document will be submitted in original in physical form.

- b) **Financial envelope** shall contain:
 - i) Electronic Form- financial along with Price Schedule with all relevant bid annexure
 - ii) Bid form – price Schedule (Section 9 part B) duly filled and signed

4. The following documents are required to be submitted offline (i.e. offline submissions) to DM (MMT), BSNL, C.O. 2nd Floor, Bharat Sanchar Bhawan, Janpath, New Delhi-110001 on or before the date & time of submission of bids in a sealed envelope, failing which the bids 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 certification from MSME for the tendered item for claiming exemption.

- ii) DD/ Banker's cheque of Tender fee or valid certification from MSME for the tendered item for claiming exemption.
- iii) Power of Attorney in accordance with clause 14.3 of section 4 Part A and authorization for executing the power of Attorney.
- iv) Pass-phrases for technical & financial bid parts in separate sealed envelopes.
- v) Integrity pact

5. Payment terms - Payment shall be made city-wise in Indian Rupees.

5.1 Payment terms for the equipment shall be as below:

- i. 50% payment of equipment shall be made on delivery.
- ii. 30% after Installation & Commissioning.
- iii. 10% after completion of validation.
- iv. 10% after completion of warranty period of 1 year.

5.2 Payment terms for Installation & Commissioning

- i. 80% on successful Commissioning of the equipment.
- ii. 20% of services shall be paid after completion of warranty period of 1 year.

5.3 Payment terms for AMC

- i. No advance payment for AMC shall be made.
- ii. After successful completion of the AMC period of six months, 100% payment after making due adjustment towards SLA penalties will be made based on the bills submitted.

5.4 Nodal authority for approving the commissioning DNS for all locations shall be CGM BBNW, New Delhi.

5.5 **Payment Authority** - CGM BBNW shall be payment authority.

6. Delivery Schedule

6.1 Delivery schedule for shall be as below-

- i) Equipments shall be supplied within 90 days of the date of P.O.
- ii) The equipments installation and Commissioning shall be completed at all the sites within 150 days from the date of P.O.

6.2 In case there is delay in provisioning of Space, Electric supply, Router ports 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. Selected Bidder shall start the planning activity along with BSNL officials from the date of placement of Purchase Order.

7. Consignee

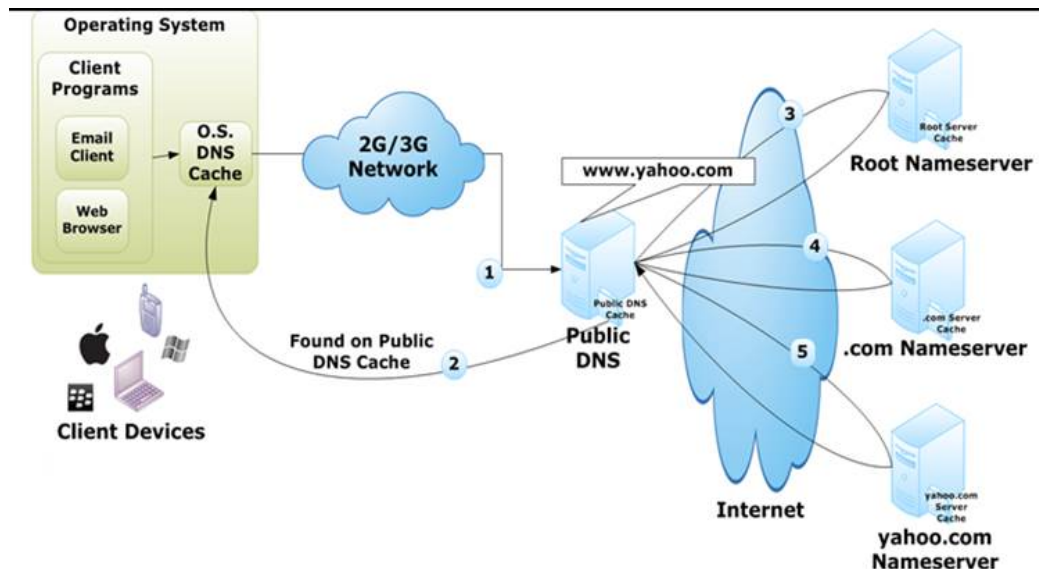
S. No.	Type of Equipment	Consignee
1.	DNS Solution.	As per the Locations given

Note:- The complete postal address details will be provided in the AWO/APO as well as WO/PO.

SECTION-3 PART-A

SCOPE OF WORK (FUNCTIONAL REQUIREMENT)

1. Introduction
 - 1.1 DNS Application helps customers to seamlessly browse across various websites. As the Network Elements are familiar with IP addresses and the customer is familiar with the websites/ domain names, the DNS bridges both to have a hassle-free access to websites. It provides the IP address for the website requested by the customer thereby facilitating the network elements to use the corresponding IP addresses delivered by the DNS server for the website being requested by the customer. The DNS servers are updated from the root servers and are kept in synchronization with each other.
 - 1.2 The role of the DNS server starts once the customer is granted access to browse the net. The customer types the website he wants to access in the browser. This request comes to the DNS server which gives the corresponding IP address. This IP address is used by the Network Elements to reach and display to the customer. Thus DNS forms a very critical / vital component in the customer experience. If there is a problem in the DNS server or its resolution, the customer will not be able to see the web page and will create customer complaints as slow browsing, page not getting displayed, a delay is noticed in displaying the webpage and Page is not opening etc. Most of the customer complaints are in this category making it essential for a very robust, faster and high speed DNS Solution.
 - 1.3 The new DNS system supplied shall cater IPv4, dual stack & IPv6 DNS traffic. It must contain DNS4, DNS6, DNS64 and DNSSEC. The software shall be secure and not open one. At each location, proposed DNS system is to be supplied which shall work as Secure caching DNS & Secure Authoritative Secondary DNS.
 - 1.4 Shown below is the architecture diagram of a typical ISP DNS. ISP DNS is the DNS which is used by the subscribers of ISP so that they can surf internet by entering domain names onto their respective browsers



- 2. Scope of Work:** Broadly scope of the work is define as below
- 2.1 Supply, Installation, Testing and commissioning of DNS hardware along with Software/application at the locations shown in SOR.
 - 2.2 Supply, Installation, Testing and commissioning of DNS Management servers along with Software/application at BSNL Data Centers in Bangalore, Pune.
 - 2.3 Integration with the existing MPLS based IP infrastructure and Broad Band network already deployed in BSNL.
 - 2.4 Operation & Maintenance during warranty.
 - 2.5 Comprehensive AMC of these hardware/Software for 7 years after expiry/completion of warranty of one year.
 - 2.6 The bidder shall provide necessary support to BSNL as & when required for integration with other network components of BSNL network.

Section 3 Part B

Technical Specifications

1. This tender is for the procurement of DNS Solution including Firewall, load balancer, Layer 3 Switch, EMS, UPS etc. as defined in the Tender and SOR.

1.1 Bidder shall provide the sizing of quoted Hardware of proposed solution from the authorized signatory of OEM of proposed software solution for the required number of concurrent queries for meeting the requirements of the tender.

1.2 Proposed Hardware system shall provide linear scalability in terms of performance and storage capacity. Minimum Server, Storage, Layer 3 switch, Firewall, Load balancer and other specified in the SOR and Technical Requirement shall be supplied. All software has to be proposed as per volumetric defined in tender & SOR. Hardware dimensioning shall be done as per this volumetric and all hardware shall function to meet the tender requirements.

2. General Requirements

- i. The DNS shall be combined for all 3GPP & Non 3GPP access for all ISP traffic.
- ii. DNS server shall be based on BIND 9 or above.
- iii. The DNS shall support traffic steering like Load Balancing,
- iv. The offered solution shall be fully redundant with no single point of failure
- v. It should be technology agnostic e.g. ADSL, FTTH, Wi-Fi, 2G, 3G, 4G/LTE.
- vi. IPv6 & Dual stack Compliant including all NAT requirements & DNSSEC
- vii. The management system must maintain continuous connections to all managed devices or must it poll for device status.
- viii. The solution include the ability to delegate administration down to the individual object level
- ix. The solution include the ability to easily and selectively import data from current legacy solutions
- x. The GUI should provide both built-in functionality and mechanisms to integrate with external monitoring and alerting systems.
- xi. The system can be easily reverted to an earlier version of the software and data in the event that an upgrade has problems
- xii. The product must have a dedicated Management Port
- xiii. The User Interface (GUI) display must be customized to individual user preferences
- xiv. Should must SSHv2 and SSL based administration
- xv. Should must standard browsers for GUI administration
- xvi. Appliance should support roles and admin groups for the role based access control

2.1 Authoritative and Caching DNS Functional Requirements

- i. The DNS should have the capability to be configured either authoritative (both primary and secondary) or caching DNS or Stealth
- ii. Each node must use a hardened operating system
- iii. The DNS component must support the query for all IANA Resource Records (For eg: NAPTR, SRV, A, AAAA, NS, MX, CNAME etc.)
- iv. The DNS component must support both types of query mechanism: Recursive and Iterative

- v. The DNS server must have the capability to automatically synchronize with other DNS servers in the cluster to enhance the data reliability.
- vi. List the Queries Per Second (QPS) options for your DNS Products
- vii. The Active DNS server must notify the standby DNS to update the records in real time in case any change happens in zone files located on active server.
- viii. The DNS must support DNS64 functionality
- ix. The DNS must provide capability to administrator to monitor the contents of the server cache and as needed, clear it.
- x. The DNS must support security features such as configuration of ACL (Access Control Lists)
- xi. Shall support Recursion access control
- xii. Incremental zone transfer (IXFR)-support IXFR protocol - transfer only changed data, instead of having to transfer the entire zone.
- xiii. Fast DNS zone updates without requiring server restart
- xiv. Specify the Approximate reload time even with the [highest number] of resource records
- xv. The DNS must be able to respond to queries in the following NATTED environment.
- xvi. DNS resolution should continue even if the network is under attack
- xvii. DNS architecture should enable the DNS query load to be distributed across many locations for dynamic application delivery(User application requests and application services are distributed based on business policies, data center conditions, network conditions, and application performance)
- xviii. Flushing the live cache without restarting the server
- xix. Specific portions of the cache can be discarded without restarting the server
- xx. Optimized memory management for caching server as per traffic load
- xxi. Managed BIND resolver, with support for TSIG and IP secured zone transfers
- xxii. Delete zones, force updates, display zone files
- xxiii. Full support for DNSSEC signed zones
- xxiv. Compatible with any standards-compliant DNS server
- xxv. The DNS should support round robin feature on all resource record types.
- xxvi. The system should support zone refresh and reload processing for dynamic updation in zone files
- xxvii. The DNS solutions should run on any Virtualized capable server running Linux as deployment of a virtual appliance helps simplify installation, lower deployment risks, and reduce startup costs.
- xxviii. The DNS shall support appropriate logging functionality on itself as well as on external source like Syslog servers
- xxix. The DNS must be capable to interwork with any other vendor's EPC gateways.
- xxx. The DNS must provide appropriate automated failover and disaster recovery mechanisms

2.2 High Availability/Redundancy

- i. The DNS must support five 9's availability.
- ii. The DNS shall support Stub resolver overflow protection
- iii. The DNS must support fast boot and non-disruptive expansion of flash memory to ensure that software upgrades do not disrupt the normal operation
- iv. The DNS must support fast boot and non-disruptive expansion of flash memory to ensure that software upgrades do not disrupt the normal operation
- v. Best Practice master-slave DNS

- vi. Best Practice multi-master DNS mode
- vii. DNS master failover
- viii. DNS slave clustering
- ix. Service separation
 - x. Solution should support of high-availability (HA)/DNS Anycast and port resiliency (NIC Failover) in each appliance.
- xi. The seamless recovery mechanisms in case of box, link or management failures, hardware failover and cross-network, multi-site failover mechanisms.
- xii. The product should have the ability to quickly revert to previous data and software versions in the event of upgrade issues.
- xiii. The product should support the ability to have more than one backup management system in disaster recovery sites.
- xiv. The solution should support simpler and centralized the Back-up and restore mechanisms.

2.3 Operation & Management

- i. The DNS must have the capability of central maintenance through the EMS server. This will be the main method for regular maintenance
- ii. The DNS must support addition, deletion and modification of a user account. The account password, operation limit and operation privilege can be set and modified. The operation limit specifies the lifetime of a user account. The operation privilege specifies the scope of command groups that can be executed by the user.
- iii. The DNS must provide the following configuration management functions
 - a. Setting of DNS parameters
 - b. Configuration of Secondary DNS
 - c. Configuring of Primary DNS
 - d. Configuration of Zones
 - e. Configuration of Resource Records
 - f. Configuration of the domain name resolution view
- iv. The DNS must provide the following maintenance management functions:
 - a. Process management
 - b. Configuration check
 - c. Configuration saving
 - d. Domain name test
 - e. Performance statistics query
 - f. Server running status query
 - g. The DNS must support updating of DNS records TTL, Zone email servers-MX records, Zone DNS servers-NS and SOA records, Primary IP addresses for secondary zones, reverse DNS records (A/AAAA record modified).
- v. The DNS must provide the at least following performance related statistics
 - a. Internal resolution times
 - b. Average CPU usage
 - c. Average memory usage
 - d. Support for recollection of performance statistics in seven days.
- vi. The DNS must support Host DNS Blacklist and Domain Blacklist
- vii. The DNS shall have interface and memory disk level failure detection and diagnostics capability
- viii. The DNS must support redirection for domains which do not exist
- ix. The DNS shall support Intelligence layer for remote monitoring, on-line diagnostics, and dynamic improvement

- x. The DNS shall support split-view/split-horizon functionality both at hardware and software level
- xi. The DNS component must support pre-defined templates for Zones, Domain etc.
- xii. The DNS must support versioning capability for rollback purpose
- xiii. The DNS must support following features
- xiv. DNS Reporting - Success DNS Queries Report (Rate per seconds/per minute/per hour/per day/per week/per month)
- xv. Aliasing-To reduce duplicate data, simplify view creation, and reduce operational complexity
- xvi. Dynamic Update-support dynamic adding, replacing or deleting records
- xvii. The DNS must support feature to report the fault alarms to the EMS and clear the alarms in real time
- xviii. Statistics logging & Event Triggers
- xix. Shall support Role based access control
- xx. The system shall provide a mechanism for bulk provisioning of data. It should have the capability to specify that the updates should not be activated until the administration chooses to activate the bulk data set, typically by operational command.
- xxi. DNS & ENUM shall provide necessary Data back-up, and Data replication & recovery. It shall also allow all these operations from remotely located EMS
- xxii. The support the logging features such as the server log, which can be viewed using the console or event viewer. File- based logs can also be temporarily used as an advanced debugging option to log and trace selected service events.
- xxiii. The DNS shall support both the Flat and Multi-tiered/ Hierarchical architecture.
- xxiv. The Management Should support of Name Server Groups

2.4 Reporting

- i. The DNS must have access to comprehensive logs
- ii. The DNS must have the capability to export logs produced to any 3rd party reporting and analytics used by the operator.
- iii. The DNS must be able to create and maintain audit trails
- iv. The DNS must provide real time reports on system Operation.
- v. The DNS must be capable of generating reporting data.
- vi. The DNS must report statistics associated with hardware usage and capacity (appliance load level, storage capacity and usage, network interface bandwidth usage etc.)
- vii. DNS Replies Trend
- viii. DNS Cache Hit Rate Trend
- ix. DNS Query Rate by Query Type
 - a. DNS Response Latency Trend
 - b. DNS Query Rate by Server
 - c. DNS Daily Query Rate by Server
 - d. DNS Daily Peak Hour Query Rate by Server
 - e. DNS Top SERVFAIL Errors Sent/Received
 - f. DNS Top Timed-Out Recursive Queried
 - g. DNS Top RPZ hits
 - h. DNS top RPZ hits by client
 - i. CPU Utilization Trend
 - j. Memory Utilization Trend
 - k. Traffic Rate Trend

2.5 Security

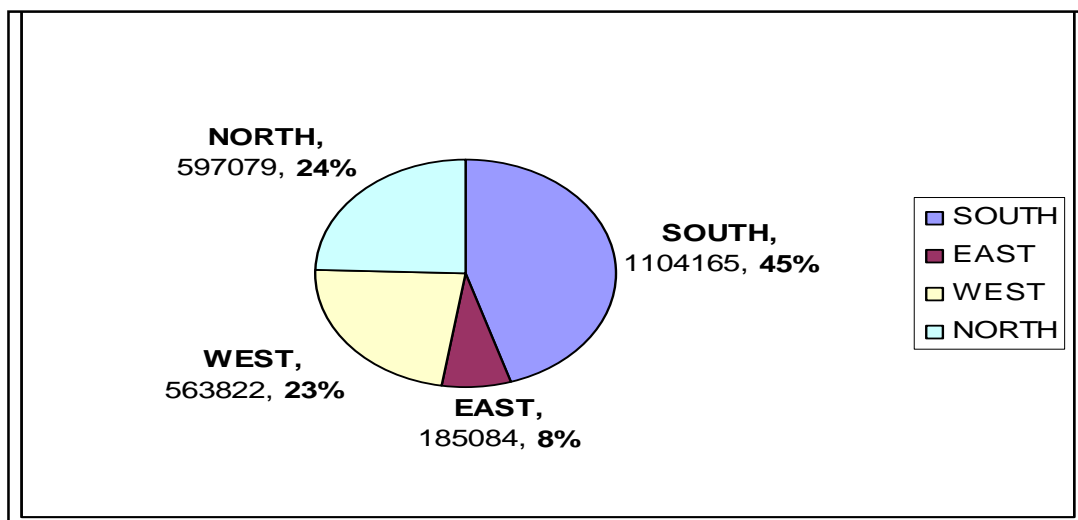
- a. The DNS must support remote login using Telnet and/or SSH
- b. The DNS must have run the current latest BIND version
- c. The Zone-file transfer between the parent and the slave should happen in a secured fashion
- d. The DNS must be resilient enough to mitigate following types of attacks Foot Printing, Data Modification, Redirection, DoS & DDoS, DNS reflection, DNS Amplification, TCP/UDP/ICMP floods, DNS caching poisoning, protocol anomalies based attacks, DNS Tunneling attack, DDOS NXDomain attack, DNS based exploits.
- e. The DNS must provide comprehensive set of reports to view attack activities & blocked IP.
- f. The product should have inbuilt security to mitigate phantom domain attacks by controlling the number of queries to non-responsive Servers, by control the number of queries to the non-responsive domain, by configuring the recursive query timeout feature, by configuring the hold-down time for recursive query.

2.6 The DNS system shall use single DNS IP addressing solution using the Global DNS concept by assigning one IP address which can be routed to the nearest DNS Server based on the IP address from which the customer is accessing the net. Otherwise, a single DNS IP for each Zone, to be configured in all network access elements including BNG, may be published.

2.7 The application for DNS shall be NOT open and it is a secure one. The secure DNS must feature like Intrusion Prevention function, rate limiting , Role based Access control, Audit Trails & sys logging features, Centralized Configuration Management Via GUI and centralized traffic monitoring feature.

2.8 The DNS system locations must be able to work in Failover scenario i.e. in case any DNS system at one location is failed other location must be able to take load automatically.

3. Zonal wise Broadband active sessions is shown below.



4. Sizing

- 4.1 The Minimum no of quires per second to be handled by the DNS system at each location are as below

S No	Location	Caching DNS Server	Authoritative DNS Server
1	Bangalore	8,00,000	1,50,000
2	Ernakulum	4,00,000	1,50,000
3	CHENNAI	6,00,000	1,50,000
4	PUNE	4,00,000	1,50,000
5	Chandigarh	4,00,000	1,50,000
6	Mumbai	4,00,000	1,50,000
7	Noida	4,00,000	1,50,000
8	Kolkata	4,00,000	1,50,000
9	Agartala	2,00,000	50,000

- 4.2 The handling capacity per POP for DNS 64 queries shall be minimum 1,00,000 queries per sec. The system shall be designed accordingly by the bidder.

5. **Hardware requirement** - Minimum Specifications for supplying servers etc shall be as below :-

5.1 Authoritative DNS & Caching DNS server (Chassis Based Server):

- i) 64 – bit carrier grade Linux/Unix on CISC/RISC platform
- ii) Minimum 16 cores upgradeable to 32 cores per server having 2.3 GHz clock speed per processor (or latest one)
- iii) Minimum 8GB RAM per Core , 4x1G Ethernet Connectivity, 2x8Gbps Fibre Channel adapters per server, 2x10Gbps Ports connectivity to Chassis
- iv) 2x400GB SSD Hard Drive

5.2 Management Servers:

- i) 64 – bit carrier grade Linux/Unix on CISC/RISC platform
- ii) Minimum 16 cores upgradeable to 32 cores per server having 2.3 GHz clock speed per processor (or latest one)
- iii) Minimum 8GB RAM per Core, 4x1G Ethernet Connectivity, 2x8Gbps Fibre Channel adapters per server, 2x10Gbps Ports connectivity to Chassis.
- iv) 2x400GB SSD

5.3 Hardware Operational Requirements

- i) CPU Utilization (%age) = 100 – CPU Idle %
- ii) Peak CPU Utilization shall not exceed 80% at any time, on 24x7X365 basis.
- iii) Average CPU Utilization over any hour, measured at 15 minute intervals, shall not exceed 50%.
- iv) In case CPU utilization exceeds the value defined above, bidder shall supply additional hardware free of cost to BSNL.
- v) Bidders shall note that the hardware sizing indicated in this document is minimum and indicative. Bidder shall supply at least the minimum hardware specified in this document. Bidder shall provide a certificate from the application OEM that the hardware quoted in the bid is sufficient to meet the application requirements as per the tender.
- vi) If any additional hardware, software and license are needed to meet the requirement of this tender document to the same shall be quoted by the bidder, along with sizing details and bill of material.

- vii) If at any stage of this project and till the full capacity is reached it is found that the solution requires additional hardware, software, licenses or other resources or any customization effort to meet the requirements envisaged in this tender document, the same shall be supplied and implemented by the bidder without any cost to BSNL

5.4 Firewall System

- i) **Hardware Specifications:** - Bidder shall provide Category F Firewall with minimum 2 x 8 fixed 10Gigabit Fire Port and 8 Fixed 1Gigabit Ethernet ports (Electrical Interface) on each firewall with Redundant Power Supply in N+N Configuration.
- ii) **Dimensioning:** - The Firewall shall support minimum SSL Throughput 1Gbps and Overall Firewall TCP Throughput shall be 30Gbps.
- iii) Firewall shall be as per TEC GR no. TEC/GR/IT/FWS-0001/03/JAN 2011 (or latest TEC GR as available as on date of bid submission). Bidder shall provide Latest Product Quoted and Key clause compliance to TEC GR.
- iv) Firewall shall be deployed in high availability (N+N) configuration.
- v) Firewall shall have redundant and hot swappable power supplies. Firewall shall be AC Powered (220 V \pm 10% -15%) nominal at 50 \pm 2 Hz
- vi) It shall be overall responsibility of the bidder to demonstrate the capability of supplied Firewall to meet the volumetric of this project at full load at each site; If at any time, during the warranty & AMC period of this project, it is found that the performance is degraded due to undersized Firewall, bidder shall replace it free of cost with suitable high end solution.

5.5 Load balancers

- i) Load Balancer is required for Load Balancing Traffic for Http, https, Radius, Diameter based on the solution deployment architecture requirement.
- ii) **Dimensioning** :- Load Balancer with 30 Gbps throughput, 4x10G interface, Multitenancy (shall support partitioning with resource with resource allocation for bandwidth and CPS + WEB Application Firewall ICSA certified + DNS Application Firewall) (SSL CPS 12000, RADIUS load balancing support 100k TPS, DIAMETER Load balancing 50k TPS, DNS 250k QPS load balancing)
- iii) The Load Balancer shall distribute traffic efficiently while ensuring high application availability. It shall monitor server health to determine that application servers are not only reachable but alive. If the Load Balancer detects issues, it shall automatically remove downed servers from the server pool and rebalance traffic among the remaining servers. It shall be appliance based and shall facilitate multi-vendor, multi-application environment and shall support third-party products
- iv) The Load Balancer shall deliver the high availability required by modern data centres. Configured in Active/Passive HA configurations, the Load Balancer shall automatically synchronize configurations between the pair and automatically failover if any fault is detected with the primary unit.
- v) The load balancer Shall be built on high-performance hardware, designed for data centres. It shall deliver application traffic of all types and scalable to meet the throughput needs of the most demanding applications.
- vi) The Load Balancer shall support offloading of SSL transactions.
- vii) The Load Balancer shall improve the user's experience by increasing server response time. Shall support Caching web content that saves network bandwidth requirements and reduce loads on backend web servers.
- viii) The Load Balancer Shall have full traffic control and be able to route requests to servers based on region, device, browser, or a number of

other factors. This enables organization to deliver customized application responses to users.

- ix) To maximize outbound bandwidth, the Load Balancer shall automatically compress content to minimize network traffic between application servers and the end user. This capability shall be compatible with most modern browsers, requiring no additional software.
- x) Most applications use cookies or hidden, read-only parameters for application session state and other sensitive information. The Load Balancer shall encrypt or sign these tokens to prevent third party impersonation attacks.
- xi) Shall Deliver on demand throughput scalability starting at 2 Gbps and up to 16Gbps. There shall be feasibility add more throughput, services and instances using a simple software key update with no device.
- xii) System shall support complete fault isolation between virtual instances – failure of one of the instances does NOT affect other instances. System shall support reset of individual virtual instance
- xiii) It shall protect against large-scale SYN flood DDoS attacks. It shall be applied on a per-virtual-IP/application basis. It shall be implemented at hardware-based SYN cookies in L4 and full-proxy L7 mode
- xiv) For Simplified and efficient application management, The Load Balancer shall have application-centric view including management screens, reports, logs and compliance. Option for auto-discovery of application resources changes and automatically synchronizing them to the ADC with no human intervention shall be available. Scripting capabilities shall be there for allowing customization of the ADC service per specific application flow and scenario.

5.5.1 Features required for Load Balancer

- i) Local Application Switching, Server load Balancing, HTTP, TCP Multiplexing, HTTP Pooling, HTTP Pipelining, Compression, Caching, TCP Optimization, Filter-based Load Balancing, Transparent Deployments, Content-based Load Balancing, Persistency, HTTP Content Modifications, Application Performance Monitoring (APM), Band Width Management (BWM), Support for connection pooling to TCP request, Support for distributed denial-of-service (DDoS) protection, Hardware-accelerated SYN flood protection, User selectable hardware profiles, Application level load balancing up to 8 devices.
- ii) The switching fabric/backplane shall be non-blocking supporting wire speed interface. The chassis shall be fully configured. The switch shall support a wire speed Layer 2/3 switching and high-performance Layer 4-7 intelligent traffic management capabilities under full load conditions. Minimum backplane capacity of each Layer 4-7 Switch in Gbps shall be 16 (8 Gbps Full Duplex). Switches shall be deployed in high-availability pairs.

5.5.2 Load Balancer Bandwidth Management Features

- i) Filtering, Broadcast suppression, Link load balancing, Rate limiting of bandwidth on switch ports, Traffic prioritization, Traffic shaping, Layer-2/3/4/7 Classification, TOS-bit coloring/marketing, Layer 7 bandwidth management, Policy based bandwidth classification, Bandwidth management history reports and statistics, Bandwidth management policies and contracts

5.5.3 Load Balancer QoS features

- ii) IP precedence classification, Diffserv support, Policy based QoS, Support

for standby routing protocol to ensure L2 and L3 redundancy per VLAN, Intelligent Queuing based on IP ToS bits for scalability, Congestion avoidance mechanism like WRED, QoS classification of packets, Support for IEEE 802.1 priority.

5.6 Layer-3 Switch

- i) **Hardware and Dimensioning Specifications:** Layer-3 Switch shall provide connectivity for the connectivity of different servers and other critical devices at each location under this project. The Layer-3 switch shall be "High Range" LAN switch as per TEC specification (GR No. TEC/GR/IT/LSW-01/04/MAR-2011 or latest TEC GR as available as on date of bid submission). 10 Gigabit Fibre and Gigabit Ethernet interface ports shall be supplied as per the actual total number of DNS equipment's/servers. (10G Fibre Port Minimum required shall be Upgradable up to 32 and 1G Copper Port Minimum required and shall be upgradable up to 16)
- ii) Layer-3 switch shall be deployed in secure, DMZ and External zone in each arm.
- iii) For connectivity to PE routers of IP/MPLS core the LAN Switch shall have 10G fibre interfaces in 1+1 configuration. The ports required for connectivity to PE routers shall be sufficient to carry all types of traffic for all Application connected to it. The LAN switch shall provide Layer 2 and Layer 3 Functionality.
- iv) There shall be sufficient space between the chassis of each Layer-3 switch to cater for the complete requirement of this project, without requiring any additional chassis and with no impact on performance.

5.7 UPS

- i) The UPS for teh required locations shall be quoted in N+1 configuration with a battery backup of 2 hours as per the technical requirement of UPS specified in Section 3 Part E.
- ii) Capacity of the UPS shall be worked out by the bidder as follows:
Total rated load of the total equipment deployed = T.

$$\text{UPS System Capacity (C)} = 1.5 * T.$$

**Section-3 Part C
Schedule of Requirement**

S. No	Item	Ba ng alo re	Che nna i	Ern aku lam	Pun e	Mu mb ai	Aga rtal a	Kol kat a	Noi da	Ch an dig ar h	Tot al
1.0	Authorative DNS (In 1+1 redundancy)										
1.1	Hardware	1 set	1 set	1 set	1 set	1 set	1 set	1 set	1 set	1 set	8 set
1.2	Software	1 set	1 set	1 set	1 set	1 set	1 set	1 set	1 set	1 set	8 set
2.0	Cache DNS Server (N+X redundancy) (where X=N/3 rounded to next digit)										
2.1	Hardware	1 set	1 set	1 set	1 set	1 set	1 set	1 set	1 set	1 set	8 set
2.2	Software	1 set	1 set	1 set	1 set	1 set	1 set	1 set	1 set	1 set	8 set
3.0	Management Server										
3.1	Hardware	1 set	0	0	1 set	0	0	0	0	0	2 set
3.2	Software	1 set	0	0	1 set	0	0	0	0	0	2 set
4.0	Firewall (In 1+1 redundancy)	1	1	1	1	1	1	1	1	1	8 set
5.0	Load Balancer (In 1+1 redundancy)	1 set	1 set	1 set	1 set	1 set	1 set	1 set	1 set	1 set	8 set
6.0	Layer 3 Switch (In 1+1 redundancy)	1 set	1 set	1 set	1 set	1 set	1 set	1 set	1 set	1 set	8 set
7.0	UPS (Minimum.....) (In 1+1 redundancy) (with 2 hr battery backup)	1 set	1 set	1 set	1 set	1 set	1 set	1 set	1 set	1 set	8 set
8.0	Installation & Commissioning Services		1 Set								
9.0	Comprehensive A.M.C		(Yearly for 7 years)								
10	Any other items		<i>(Items lines can be added by the bidder indicating quantity and prices)</i>								

Note 1: Bidder shall furnish the detailed Bill of Material (BOM) for each SOR item mentioned above. The detailed Bill of Material shall clearly mention all the components including quantities, constituting the SOR item. The priced Bill of Material shall be submitted in the envelope containing the price bid and unpriced Bill of Material shall be submitted in the envelope containing the techno-commercial part. There shall not be any difference in the items and quantities in the priced and the unpriced BOMs.

Note 2: The minimum amount of yearly Comprehensive A.M.C charges yearly for 7 years which shall be taken for evaluation purpose shall be 5% of equipment cost (excluding duties and taxes CENVAT-able).

Note 3: As this is a turnkey project, the bidder must include and quote for all the required Hardware, Software, License and Subscription components required for the offered solution. In case, the bidder does not include and quote for any required component and it is discovered later that this component was not included in the offered solution, then the bidder has to supply, install and configure that component free of cost.

Note 4: All components in the solution will have to be covered under one year on-site warranty and thereafter under Comprehensive AMC support for seven 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-3 Part-D

Technical Specification of the UPS

1. UPS system requirements: UPS system consists mainly of the following building blocks:
 - 1.1 Distribution, Switching, Control & Alarm (DSCA) unit: Provides for Distribution, Switching, Monitoring, Control and alarm of the UPS unit / System.
 - 1.2 Rectifier: Rectifier unit is used for conversion of AC into regulated DC.
 - 1.3 Battery Bank: Battery of suitable capacity for providing power to the inverter when Rectifier unit is not working due to any reason.
 - 1.4 Inverter Unit: Inverter unit shall be capable of providing uninterrupted AC power to the Telecom Equipment.
 - 1.5 Static Transfer Switch: Static Transfer Switch is for transferring the load, automatically to AC mains (regulated or unregulated). Transfer of load back to UPS shall be auto/ manual but it shall take place, only after the inverter output has stabilized and is within the specified limits.
 - 1.6 Manual Transfer Switch: Manual transfer switch is for the transfer of load from inverter to Standby power and back to Inverter unit, manually without the interruption of power to the load. The interlocking inverter operation should be prevented from unsynchronized switches.
 - 1.7 Voltage Regulator: Voltage Regulator (VR) is for providing Standby regulated AC power (as per the purchaser's requirement) to the telecom equipment.
2. **UPS System Configurations:**
 - 2.1 UPS systems envisaged in this specification may be:
 - a) A Standalone UPS OR
 - b) Standalone (1+1) UPS System OR
 - c) Modular UPS System.
 - 2.1.1 **Standalone UPS or Standalone (1+1) UPS Systems:**
 - i. This type of system shall be a single unit of required capacity without redundancy or two similar units in (1+1) configuration with redundancy capable of sharing load with other UPS unit of same rating and make, in synchronous load sharing mode. This type of system shall have the components as inverter unit, rectifier unit and DSCA, Static Transfer Switch, and Manual Transfer Switch, all housed in a single cabinet. The system shall have the battery of the desired rating as per backup requirements. In case of Standalone (1+1) UPS System, separate AC input shall be made available from the LT Panel for each UPS.

Note: The stand alone UPS system of given capacity shall be a single unit. Paralleling of smaller capacity UPS systems to achieve the required capacity is not allowed.
 - 2.1.2 **Modular UPS Systems:**
 - i. In these types of systems, UPS is composed of the pluggable type basic modules and each module has the building block as: One rectifier unit, one inverter unit and a common DSCA unit. The battery shall be as per the desired rating of the UPS. The battery AH capacity will be according to the battery backup requirement. DSCA unit provides for all the control, monitoring, alarm functions and necessary terminations/switches as per the specification. In addition to this, the DSCA shall also have the capability of operating its inverter unit in synchronous mode with the inverter units of other UPS units of same make and rating. Static Transfer Switch and Manual Transfer switch in this concept will be common for the ultimate system capacity (as envisaged by the user) proposed to be constituted by paralleling of these UPS units. This type of UPS unit shall be capable of sharing load with other UPS units of same rating and make, in

synchronous load sharing mode. The AC input to the rack shall be separate for each rack from LT Panel, if more than one rack is used.

2.2 Redundancy criteria for Modular UPS System:

- i. The maximum number of UPS modules in a system shall be N, where N is the number of basic UPS units decided as per the load requirement of the user / purchaser, and 1 is redundant unit.

2.3 UPS System Rating: Specified ratings of UPS systems are:

Type of UPS	Stand alone UPS or Standalone (1+1) UPS Systems			Modular UPS Systems	
	1Ph/1Ph	3Ph/1Ph	3Ph/3Ph	3Ph/3Ph	3Ph/3Ph
UPS ratings	1KVA 2KVA 3KVA 5KVA 6KVA 10KVA	10KVA 15KVA 20KVA 30KVA	10KVA 15KVA 20KVA 30KVA 40KVA 60KVA	40KVA, 60KVA & 80KVA with basic UPS module rating of 10KVA/16 KVA/20KVA	100KVA, 160KVA, 200KVA, 250KVA & 300KVA with basic UPS module rating of 16KVA/20KVA/25KVA

Notes: a. The rating of Charger (Rectifier unit) shall be as per back-up and battery capacity. The Static Transfer Switch and Manual Transfer switch shall be rated at 1.1 times of the UPS rating (i.e 110% of Load). The rating of the battery shall be as per back-up requirement.

b. For more than 60KVA capacity only modular type UPS shall be quoted.

2.4 Technical Requirements of UPS System:

Sl. No.	Technical Requirements	Single Phase output	Three Phase output
[A]	AC Input Operating Range & Frequency	170V to 270V (Nom.230V) 48 to 52Hz	320V to 480V (Nom. 400V) 48 to 52Hz
[B]	Charger (FR/FC)	SMPS Technique using Switching Frequencies 10KHz and above.	SMPS Technique using Switching Frequencies 10KHz and above.
1	Operation	Auto Float-cum-Charge mode.	Auto Float-cum-Charge mode.
2	Charger Voltage (Float /Charge)	Depending upon the number of Cells used and Cell Voltage (2.25V /2.3V per cell or 13.5V/ 13.8V per mono-block).	Depending upon the number of Cells used and Cell Voltage (2.25V /2.3V per cell or 13.5V/ 13.8V per mono-block).
3	Charger Efficiency i). At nominal input, output and load between 75% to 100% ii). For other specified Input, output conditions & load between 50% to 100 %.	Better than 89% Better than 85%	Better than 90% Better than 87%
4	Peak to Peak	<1% of DC Bus Voltage	<1% of DC Bus Voltage

	Ripple		
Sl. No.	Technical Requirements	Single Phase output	Three Phase output
5	Battery	<p>The Battery shall be Sealed Maintenance Free VRLA Battery.</p> <p>In case of 12V (6 cells) mono-block VRLA Battery maximum permissible capacity is 200AH. For batteries of capacity higher than 200AH, only 2V cells shall be used. Paralleling of 2V cells of AH capacity up to 1500 AH is not permitted.</p> <p>In case of Mono-block VRLA Battery paralleling of two Banks (maximum) is permitted.</p> <p>Note:</p> <p>1). Pluggable Modular Mono-Block types VRLA Batteries are also acceptable.</p> <p>2). Only TSEC/TEC approved Batteries shall be accepted.</p>	<p>The Battery shall be Sealed Maintenance Free VRLA Battery.</p> <p>In case of 12V (6 cells) mono-block VRLA Battery maximum permissible capacity is 200AH. For batteries of capacity higher than 200AH, only 2V cells shall be used. Paralleling of 2V cells of AH capacity up to 1500 AH is not permitted.</p> <p>In case of Mono-block VRLA Battery paralleling of two Banks (maximum) is permitted.</p> <p>Note:</p> <p>1). Pluggable Modular Mono-Block types VRLA Batteries are also acceptable.</p> <p>2). Only TSEC/TEC approved Batteries shall be accepted</p>
6	Battery Back up.	Shall be as mentioned in the Ordering Information.	Shall be as mentioned in the Ordering Information.
7	Battery monitoring Feature	<p>Battery monitoring Feature shall be provided for -</p> <p>i). Battery Under Voltage</p> <p>ii). Battery Current Limiting</p> <p>iii). Battery Temperature compensation.</p>	<p>Battery monitoring Feature shall be provided for -</p> <p>i). Battery Under Voltage</p> <p>ii). Battery Current Limiting</p> <p>iii). Battery Temperature compensation.</p>
[C]	Output Characteristics (Inverter) :		
8	Inverter Output Power Capacity	<p>(i) Standalone UPS System or Stand alone (1+1) UPS System:</p> <p>a).1KVA to 10KVA - Single Phase input and Single Phase output.</p> <p>b).10KVA to 30KVA - Three Phase input and Single Phase output.</p> <p>Details of UPS Configuration and ratings are given in Table - 3 of Specification.</p> <p>Note: In case of Standalone</p>	<p>(i) Standalone UPS System or Stand alone (1+1) UPS System:</p> <p>a). 10KVA to 30KVA - Three Phase input and Three Phase output.</p> <p>b). 40KVA to 200KVA - Three Phase input and Three Phase output.</p> <p>(ii). Modular UPS System : 40KVA to 300KVA with Basic Module rating of 10KVA, 16 KVA, 20KVA & 25KVA in (N+1) configuration. Three Phase input and Three Phase Output.</p> <p>Details of UPS Configuration and ratings are given in Table - 3 of Specification.</p> <p>Note: In case of Modular UPS System, separate AC input shall be made available from LT</p>

		(1+1) UPS System, separate AC input shall be made available from LT Panel.	Panel, for individual racks if more than one rack is used.
Sl. No.	Technical Requirements	Single Phase output	Three Phase output
9	Output Voltage of Inverter	Shall deliver continuous uninterrupted single phase pure sine wave output at 230V/50Hz.	Shall deliver continuous uninterrupted three phase pure sine wave output at 400V/50Hz.
10	Output Voltage Settable	Shall be settable in steps of 210/220/230/240V	Shall be settable in steps of 380/400/415V
11	Output Voltage Stability	Output Voltage Stability: ± 2% of the Set Voltage for - 1. Input voltage variation in the range specified. 2. Load current variations from zero to 100% (full load) 3. Load power factor Better than 0.8	Output Voltage Stability: ± 2% of the Set Voltage for - 1. Input voltage variation in the range specified. 2. Load current variations from zero to 100% (full load) 3. Load power factor Better than 0.8
12	Output Frequency	The output frequency shall be synchronized to Mains at all times. It shall revert to a frequency of 50Hz± 0.5Hz on battery operation mode /during failure of Mains.	The output frequency shall be synchronized to Mains at all times. It shall revert to a frequency of 50Hz± 0.5Hz on battery operation mode /during failure of Mains.
13	Load Power Factor	Better than 0.8	Better than 0.8
14	Inverter Efficiency (i). For Load between 75% to 100% and Input DC Voltage of 2.15V/Cell to 2.3V/Cell or 12.9V/ mono-block to 13.8V/ mono-block and Output voltage of 230V. (ii). For other Input, Output and Load Conditions.	Not less than 85% Not less than 80%	Not less than 85% Not less than 80%
15	Transient Response	The transient overshoot shall not exceed 10% with battery floated under the following conditions, provided it gets restored within regulating range within 100ms : 1. Switch ON 2.Step change of input voltage specified and vice-versa	The transient overshoot shall not exceed 10% with battery floated under the following conditions, provided it gets restored within regulating range within 100ms : 1. Switch ON 2.Step change of input voltage specified and vice-versa

		3.Load change from 100% to 10% and vice-versa	3.Load change from 100% to 10% and vice-versa
16	Total Harmonic Distortion	The total line harmonic voltage distortion shall not be more than 3% in conformity with CIGRES (International Conference on Large High Voltage Electric Systems) limits.	The total line harmonic voltage distortion shall not be more than 3% in conformity with CIGRES (International Conference on Large High Voltage Electric Systems) limits
Sl. No.	Technical Requirements	Single Phase output	Three Phase output
17	Static Transfer Switch	Static Transfer Switch, capable of handling 110% Load of the rated system capacity shall be provided to transfer the load automatically within 5 mS to AC Commercial /Stand-by Mains through isolation arrangement, in case the inverter fails to take load due to any reason. The transfer of Load back to Inverter shall be automatic in case the inverter has tripped momentarily due to sudden Over Load or transients. The transfer time in this case shall also be within 5ms. It shall take place, only after the inverter output has stabilized and is within the specified limits. However transfer of load back to inverter shall be Manual in case the Inverter has developed a Fault.	Static Transfer Switch, capable of handling 110% Load of the rated system capacity shall be provided to transfer the load automatically within 5 mS to AC Commercial /Stand-by Mains through isolation arrangement, in case the inverter fails to take load due to any reason. The transfer of Load back to Inverter shall be automatic in case the inverter has tripped momentarily due to sudden Over Load or transients. The transfer time in this case shall also be within 5ms. It shall take place, only after the inverter output has stabilized and is within the specified limits. However transfer of load back to inverter shall be Manual in case the Inverter has developed a Fault.
18	Manual Transfer Switch	Manual transfer switch, capable of handling 110% Load of the rated system capacity shall be provided to transfer the load to AC Commercial / Stand-by Mains and back to UPS without the interruption of power to the load.	Manual transfer switch, capable of handling 110% Load of the rated system capacity shall be provided to transfer the load to AC Commercial / Stand-by Mains and back to UPS without the interruption of power to the load.
19	Operating Noise UPS System up to : 10KVA < 50dBA 10KVA to 40KVA <55dBA 40KVA to 100KVA <60dBA 100KVA to 200KVA < 65dBA 200KVA and above <70dBA For Modular UPS System: 20 KVA to 60 KVA	The fully equipped UPS system at full load shall not contribute noise (weighted) as per the limits mentioned in the Table - 1 . The reference ambient noise level is taken as 45dBA. The noise level shall be measured at a distance of 1 meter from the unit and 1.25m above the floor level in the Acoustic Range. The correction factor for Total Noise when the ambient noise level is more than 45dBA shall	The fully equipped UPS system at full load shall not contribute noise (weighted) as per the limits mentioned in the Table - 1 . The reference ambient noise level is taken as 45dBA. The noise level shall be measured at a distance of 1 meter from the unit and 1.25m above the floor level in the Acoustic Range. The correction factor for Total Noise when the ambient noise level is more than 45dBA shall

	<70dBA Up to 120 KVA <73dBA	be as given in the Table - 2. Note: Correction Factor shall be added to the limit specified to arrive at the limit when the Ambient Noise is greater than 45dBA.	be as given in the Table - 2. Note: Correction Factor shall be added to the limit specified to arrive at the limit when the Ambient Noise is greater than 45dBA.
Sl. No.	Technical Requirements	Single Phase output	Three Phase output
20	Cooling Arrangement	Natural Convention Cooling or Forced Cooling. Fans can only be used on the front/top and rear of the unit. Use of fans on the sides of the unit or rack is not permitted. Manufacturer shall also ensure that the failure of the fan does not cause any fire hazard. Failure of fan shall draw Immediate attention of the maintenance staff. Fan shall be switched off when output of the unit fails due to any reason and shall start automatically on the restoration of their output.	Forced Cooling Fans can only be used on the front/top and rear of the unit. Use of fans on the sides of the unit or rack is not permitted. Manufacturer shall also ensure that the failure of the fan does not cause any fire hazard. Failure of fan shall draw immediate attention of the maintenance staff. Fan shall be switched off when output of the unit fails due to any reason and shall start automatically on the restoration of their output.
21	Metering	There shall be provision on UPS level to monitor the following: i) AC Input Voltage to UPS ii). AC Output Voltage & Current of UPS iii). Output frequency iv). Output Power of UPS in Watts / K. Watts (above 5 KVA) v). DC Voltage to Inverter vi). Battery Current (charge / discharge). The above arrangement shall be made through a Digital meter with LED/LCD display. The Digital meter's display/ Resolution should be such that it is clearly and unambiguously readable from a distance of 1 meter. The display unit shall be provided at a convenient height for easy readout.	There shall be provision on UPS level to monitor the following: i). AC Input Voltage to UPS ii). AC Output Voltage & Current of UPS iii). Output frequency iv). Output Power of UPS in Watts / K. Watts v). DC Voltage to Inverter vi). Battery Current (charge / discharge). The above arrangement shall be made through a Digital meter LED/LCD display. The Digital meter's Display/ Resolution should be such that it is clearly and unambiguously readable from a distance of 1 meter. The display unit shall be provided at a convenient height for easy readout.
22	Protections	Adequate Protections shall be provided for : 1. DC Reverse Polarity at input (Through Fuse). 2. DC Under Voltage 3. DC Over Voltage 4. Output Voltage High 5. Output Voltage Low	Adequate Protections shall be provided for : 1. Reverse Polarity at input (Through Fuse) 2. DC Under Voltage 3. DC Over Voltage 4. Output Voltage High 5. Output Voltage Low

Sl. No.	Technical Requirements	Single Phase output	Three Phase output
23	Over Load	Shall be capable of taking 105% for 1 Hour/ 110% for 30 minutes of its full rated load. In case of excessive over load or short circuit at the output the Inverter shall trip.	Shall be capable of taking 105% for 1 Hour/ 110% for 30 minutes of its full rated load. In case of excessive over load or short circuit at the output the Inverter shall trip.
24	Functional & Alarm Indications	Functional & Alarm Indications shall be provided by means of visual display (LED/LCD) : A).Functional Indications: 1. Mains available 2. Charger on (Boost / Float) 3. Load on Inverter 4. Load on Standby Power B) Alarm Indications: 1) AC Mains Input out of range or AC Mains Fail 2) Charger (FR/FC) Fail 3) Inverter Fail 4) Fan Fail 5) Battery Low or No Battery (separate for each Battery) 6) System Over Load 7) Temp. Sensor Fail/Open 8) Lightning Protection Stage - 2 Device fail. (through PFC)	Functional & Alarm Indications shall be provided by means of visual display (LED/LCD): A) Functional Indications: 1.Mains available (R/Y/B) 2. Charger on (Boost / Float) 3. Load on Inverter 4. Load on Standby Power B) Alarm Indications : 1) AC Mains Input out of range or AC Mains Fail 2) Charger (FR/FC) Fail 3) Inverter Fail 4) Fan Fail 5) Battery Low or No Battery (separate for each Battery) 6) System Over Load 7) Temp. Sensor Fail/Open 8) Lightning Protection Stage - 2 Device fail (through PFC)
25	Audio alarm	Every Alarm condition shall be accompanied with an Audio alarm, with a non locking type Key or push button having audio cut-off facility.	Every Alarm condition shall be accompanied with an Audio alarm, with a non locking type Key or push button having audio cut-off facility.
26	Operating Temperature & RH	0 to 50 Deg C & RH 95% Non condensing	0 to 50 Deg C & RH 95% Non condensing
27	Elevated Burn-in Test	The complete UPS system shall be capable of withstanding a Burn-in test of 50°C for 72 Hours during TSEC and 24 Hours during Bulk QA testing. This test may be conducted in a temperature controlled burn in chamber at 50 C+ 2C with free air circulation inside the chamber.	The complete UPS system shall be capable of withstanding a Burn-in test of 50°C for 72 Hours during TSEC and 24 Hours during Bulk QA testing. This test may be conducted in a temperature controlled burn in chamber at 50 C+ 2C with free air circulation inside the chamber.
		Note: It is agreed that for more than 60KVA capacity only modular type UPS shall be procured.	Note: It is agreed that for more than 60KVA capacity only modular type UPS shall be procured
Sl. No.	Technical Requirements	Single Phase output	Three Phase output

28	Lightning & Surge Protection: Co-ordinated Stage - 1 & Stage - 2 Protection.	For the protection of Telecom Site against the lightening and high voltage surges Co-ordinated Stage - 1 & Stage - 2 Protection shall be as per GR of Lightening and Surge Protection of Telecom Site (GR No. TEC/GR/FLA/ LSP -001/01/June 2010). Note: This protection will be provided separately at the site at the entry level of the equipment as per the requirement.	For the protection of Telecom Site against the lightening and high voltage surges Co-ordinated Stage - 1 & Stage - 2 Protection shall be as per GR of Lightening and Surge Protection of Telecom Site (GR No. TEC/GR/FLA/ LSP -001/01/June 2010). Note: This protection will be provided separately at the site at the entry level of the equipment as per the requirement.												
29	Stage -2 Protection	This protection against, low voltage surges of up to 1.5 KV, shall be provided at the UPS system level. This protection shall be equipped with thermal disconnection and potential free contact for arrestor(s) connected between live & neutral and neutral & earth. This protection shall be in compliance of IEC 62305 & 60364-5-53 for the following values of current: <table border="1" data-bbox="574 1039 1003 1346"> <thead> <tr> <th>Between</th> <th>Protection Requirement</th> </tr> </thead> <tbody> <tr> <td>R, Y, B & N</td> <td>$\geq I_n$: 10KA, 8/20μS for each phase.</td> </tr> <tr> <td>N & PE</td> <td>$\geq I_n$: 20KA, 8/20μS.</td> </tr> </tbody> </table> <p>Where I_n: Value of nominal discharge current 8/20μS. Note: Voltage rating of MOVs shall be 320V minimum.</p> <p>Response time of the Stage II device shall be \leq 25 nano seconds.</p> <p>The Stage - 2 Protection Device shall be CACT approved.</p>	Between	Protection Requirement	R, Y, B & N	$\geq I_n$: 10KA, 8/20 μ S for each phase.	N & PE	$\geq I_n$: 20KA, 8/20 μ S.	This protection against, low voltage surges of up to 1.5 KV, shall be provided at the UPS system level. This protection shall be equipped with thermal disconnection and potential free contact for arrestor(s) connected between live & neutral and neutral & earth. This protection shall be in compliance of IEC 62305 & 60364-5-53 for the following values of current: <table border="1" data-bbox="1003 1039 1437 1346"> <thead> <tr> <th>Between</th> <th>Protection Requirement</th> </tr> </thead> <tbody> <tr> <td>R, Y, B & N</td> <td>$\geq I_n$: 10KA, 8/20μS for each phase.</td> </tr> <tr> <td>N & PE</td> <td>$\geq I_n$: 20KA, 8/20μS.</td> </tr> </tbody> </table> <p>Where I_n: Value of nominal discharge current 8/20μS. Note: Voltage rating of MOVs shall be 320V minimum.</p> <p>Response time of the Stage II device shall be \leq 25 nano seconds.</p> <p>The Stage - 2 Protection Device shall be CACT approved.</p>	Between	Protection Requirement	R, Y, B & N	$\geq I_n$: 10KA, 8/20 μ S for each phase.	N & PE	$\geq I_n$: 20KA, 8/20 μ S.
Between	Protection Requirement														
R, Y, B & N	$\geq I_n$: 10KA, 8/20 μ S for each phase.														
N & PE	$\geq I_n$: 20KA, 8/20 μ S.														
Between	Protection Requirement														
R, Y, B & N	$\geq I_n$: 10KA, 8/20 μ S for each phase.														
N & PE	$\geq I_n$: 20KA, 8/20 μ S.														
30	Dimensions	The depth of rack/unit shall not be more than 1000 mm from front door (when provided) to rear with door fitted. The width	The depth of rack/unit shall not be more than 1000 mm from front door (when provided) to rear with door fitted. The width												

		shall not be more than 1100 mm (max) and height shall not be more than 2200mm (max).	shall not be more than 1100 mm (max) and height shall not be more than 2200mm (max).
--	--	--	--

Table - 1: Operating Noise

UPS System	Equipment Noise	Permissible Max Noise (weighted) w.r.t Ambient Noise level of 45dBA
Up to 10KVA	<50dBA	5dB
10KVA to 40KVA	<55dBA	10dB
40KVA to 100KVA	<60dBA	15dB
100KVA to 200KVA	< 65dBA	20dB
200KVA and above	<70dBA	25dB
For Modular UPS System i). 20KVA to 60 KVA	<70dBA	25dB
ii). Up to 320KVA	< 73dBA	28dB

Table - 2: Correction Factor (C.F) for Total Noise

AMBT. NOISE	C.F	AMBT. NOISE	C.F	AMBT. NOISE	C.F	AMBT. NOISE	C.F
45dBA	0 dB	49dBA	0.86dB	53dBA	2.07dB	57dBA	3.69dB
46dBA	0.18dB	50dBA	1.12dB	54dBA	2.47dB	58dBA	4.17dB
47dBA	0.39dB	51dBA	1.41dB	55dBA	2.82dB	59dBA	4.68dB
48dBA	0.61dB	52dBA	1.73dB	56dBA	3.25dB	60dBA	5.21dB

Note: The correction Factor shall be added to the limit specified of 60dBA to arrive at the limit when the ambient is greater than 45dBA.

Table - 3
(i) STANDALONE UPS or STANDALONE (1+1) UPS SYSTEM Configuration:

Category No.	Type of System	Ratings					
		Input Output / System (Ultimate)	Basic Inverter	Basic rectifier	Static Transfer Switch	Manual Transfer Switch	Battery Capacity
1a	1Ph/1Ph	1 KVA	1KVA	*Inverter + battery requirement	1.1 KVA	1.1 KVA	As per back-up
1b	1Ph/1Ph	2 KVA	2KVA	-do-	2.2 KVA	2.2 KVA	As per back-up
1c	1Ph/1Ph	3 KVA	3KVA	-do-	3.3KVA	3.3 KVA	As per back-up
2a	1Ph/1Ph	5 KVA	5KVA	-do-	5.5 KVA	5.5 KVA	As per back-up
2b	1Ph/1Ph	6KVA	6KVA	-do-	6.6 KVA	6.6 KVA	As per back-up
2c	1Ph/1Ph	10KVA	10KVA	-do-	11KVA	11KVA	As per back-up
3a	3Ph/1Ph	10KVA	10KVA	-do-	11KVA	11KVA	As per back-up
		15KVA	15KVA	-do-	16.5KVA	16.5KVA	As per back-up
		20KVA	15KVA	-do-	22 KVA	22 KVA	As per back-up
		30KVA	20KVA	-do-	33KVA	33KVA	As per back-up
3b	3Ph/3Ph	10KVA	10KVA	-do-	11KVA	11KVA	As per back-up
		15KVA	15KVA	-do-	16.5KVA	16.5KVA	As per back-up
		20KVA	15KVA	-do-	22 KVA	22 KVA	As per back-up
		30KVA	20KVA	-do-	33KVA	33KVA	As per back-up
3c	3Ph/3Ph -do-	40/60 KVA	20KVA	-do-	110%	110%	As per back-up

(ii) MODULAR UPS SYSTEM Configuration:

Category No.	Type of System	Ratings					
		System Configuration **(N+1)	Basic UPS	Basic Rectifier	Static Transfer Switch	Manual Transfer Switch	Battery Capacity
1a	Three Phase	40KVA (N+1)	10/16/20KVA	*Inverter + battery requirement	44KVA	44KVA	As per backup
1b	Three Phase	60KVA (N+1)	10/16/20KVA		66KVA	66KVA	As per backup
1c	Three Phase	80KVA (N+1)	10/16/20KVA	-do-	88KVA	88KVA	As per backup
2a	Three Phase	100 KVA (N+1)	16/20/25KVA	-do-	110 KVA	110 KVA	As per backup
2b	Three Phase	160KVA (N+1) (max 2 Racks)	16/20/25KVA	-do-	176KVA	176KVA	As per backup
2c	Three Phase	200KVA (*N+1) (max 2 Racks)	16/20/25KVA	-do-	220KVA	220KVA	As per backup
3a	Three Phase	250 KVA (N+1) (max 3 Racks)	16/20/25KVA	-do-	275KVA	275KVA	As per backup
3b	Three Phase	300KVA (N+1) (max 3 Racks)	16/20/25KVA	-do-	330KVA	330KVA	As per backup

* The rating of **rectifier** shall be sufficient to take care of 1.1 times the Inverter DC load and battery load as per back-up and rate of charging.

** In this configuration **N** is the **desired rating of Basic UPS units (C)**, and 1 is redundant.

Note:

1. TSEC approval shall be accorded for ultimate capacity only. The version of the microprocessor soft-ware shall be indicated in TSEC along with the model number and category.

Section 4 Part A
GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1. DEFINITIONS:

- (a) **"The Purchaser"** means the CMD, Bharat Sanchar Nigam Ltd. (BSNL), New Delhi
- (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.
- (j) **"Successful bidder(s)"** means the bidder(s) to whom work I this tender is awarded.

2. ELIGIBILITY CRITERIA:

- 2.1 Refer to Clause 4 of Detailed NIT (Section 1)

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 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. 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 i.e. by Email as well as by FAX 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 **21 days prior to the date of opening of the Tenders**. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all prospective bidders and shall also be uploaded on ETS portal, as addendum, for all the prospective bidders who have downloaded the official copy of tender documents from ETS portal.
- 5.2 The format in which the clarifications are to be sent via E-mail (soft copy in Excel format), on e-tender portal and FAX is as under:

S. No.	Section	Clause	Page no.	Brief description of the clause	Bidder 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.

6. AMENDMENT OF BID DOCUMENTS

- 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 following components:

- a. Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 2 & 10.
- b. Bid Security furnished in accordance with clause 12.
- c. A Clause by Clause compliance as per clause 11.2 (c)
- d. A Bid form and price schedule completed in accordance with clause 8 & 9.

8. BID FORM

The bidder shall complete the bid form and appropriate Price schedule furnished in the Bid documents, indicating the goods to be supplied, brief description of the goods, quantity and prices as per section-9.

9. BID PRICES

- 9.1 The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. Sales Tax & Excise, custom duty, packing, forwarding, freight and insurance etc. but excluding Octroi /Entry Tax which will be paid extra as per actual, wherever applicable. The basic unit price and all other components of the price need to be individually indicated against the goods it proposes to supply under the contract as per the price schedule given in Section 9. 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) The Basic Unit price (Ex-Factory Price) of the goods, Excise duty, custom duty, Sales Tax, Freight, Forwarding, Packing, Insurance and any other Levies/Charges 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 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 equipment/system 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 subject to other terms and condition as stipulated in clause 22.2 of Section 4 Part A. and clause 11 of Sec-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 for installation.
- 9.7 The freight by sea for transportation of equipment/Stores from the nearest port in the main land to Andaman & Nicobar Islands will be reimbursed to the supplier at the concessional rates levied by Ministry of Water and Surface Transport on production of proof.

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.
- a) Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, 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). **(Not Applicable)**
 - c) Inspection Certificate issued by BSNL (QA) for execution of educational/ Commercial Order. **(Not Applicable)**
 - d) Additional documents to establish the eligibility and qualification of bidder as specified in Section-I and Section-4 Part B.
 - e) 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).
 - f) Documentary proof of applicable rate of ED/ CD/ Sales Tax/ VAT /Service Tax.
 - g) Undertaking duly signed by front bidder and its technology/ consortium partner stating that both of them shall be liable for due performance of the contract jointly and severally. **(As in consortium format)**
 - h) Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 34.
 - i) Certificate of incorporation.

- j) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
 - k) List of all Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence.
 - l) Registration certificate from State Director of Industries or from Secretariat for Industrial Assistance (SIA), Ministry of Industries, Government of India.
 - m) Approval from Reserve Bank of India/ SIA in case of foreign collaboration.
- 10.2 Documentary evidence for financial and technical capability
- a) The bidder shall furnish audited Annual Report and /or a certificate from its bankers to assess its solvency/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 Not applicable.
- 10.5 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.
- 10.6 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.
- 10.7 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. DOCUMENTS ESTABLISHING GOOD’S CONFORMITY TO BID DOCUMENTS**
- 11.1 Pursuant to clause 7, the bidder shall furnish, as part of his bid, documents establishing the conformity of his 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) 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(NIT).
- 12.2 The MSE bidders 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 MSME 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, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity in pursuance to clause no. 24.4 & 27.3 of this section.
- 12.7 The bid security may be forfeited:
- b. 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
 - c. 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 technology / consortium 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) & through sealed envelopes physically (in case of tenders with manual bidding process), 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 hand signatures (for manual bidding process), 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.
- 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.
- d. For e-tender bid submission process, in case the representative of bidder company, who uploads the document on e-tender portal using his digital signature certificate (DSC), is different from the authorized signatory for the bid (power of attorney holder) then the representative who uploads the documents on e-tender portal using DSC issued in his name., shall also be made as one of the power of attorney holder by the bidder company, in addition to the authorized signatory for the bid.

15. SEALING AND MARKING OF BIDS:

- 15.1 The bid should be submitted as per Clause 3 of tender information.
- 15.2 The bids shall be called under Single Stage Bidding & Two Envelope System
- 15.3 In Single stage bidding & two envelopes system, the bidder shall submit his bid in two envelopes;

The First envelope will be named as Techno-commercial bid. This envelope will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions as per clause 2 & 10 with Bid Security as per Clause 12. Second envelope will be named as Financial bid containing Price Schedules as per Section 9 Part B(I&II).

The cover of first envelope shall contain the 'Original Copy' of the Techno-commercial bid, subject to clause 14.2, duly marked 'TECHNO-COMMERCIAL BID'. The cover of second envelope shall contain the 'Original Copy' of the financial bid, subject to clause 14.2, duly marked 'FINANCIAL BID'.

Both the envelopes should be sealed separately and further kept in a single main envelope under the personal seal of the bidder.

- 15.4 a) The envelopes shall be addressed to the purchaser inviting the tender.
- i) the Purchaser Address shall be:
DGM (MMT),
Bharat Sanchar Nigam Limited (Corporate Office),
2nd Floor, Bharat Sanchar Bhawan, Janpath, New Delhi-110001.
 - b) The envelope shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
 - c) The inner and outer envelopes shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
 - d) Tender should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on above mentioned address (address is given in Clause 15.2 (a) above). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.
 - e) Bids delivered in person on the day of tender opening shall be delivered upto specified time & date as stated in NIT to Section Officer (MMT) [in case of tenders invited by MMT section of BSNL C.O.] / concerned officer to be specified by tendering authority [In case of tenders invited from other units of BSNL CO./ Circles/ SSA of BSNL] at the venue (address is given in clause 15.2 (a) above). The purchaser shall not be responsible if the bids are delivered elsewhere.
 - f) Venue of Tender Opening:
 - (i) Tenders will be opened in Meeting Room, 2nd Floor, Bharat Sanchar Bhawan, Janpath, New Delhi-110001 at specified time & date as stated in NIT.
 - (ii) If due to administrative reasons, the venue of Bid opening is changed, it will be displayed prominently on Meeting Room, 2nd Floor, Bharat Sanchar Bhawan and notice board on 2nd Floor, Bharat Sanchar Bhawan) [in case of tenders invited by MMT section of BSNL C.O.] & at a place notified by other section of BSNL CO./ Circle/SSA[In case of tenders invited from other sections of BSNL CO./ Circles/ SSA of BSNL].

15.5 If both the envelopes are not sealed and marked as required at para 15.1 and 15.2, the bid shall be rejected.

16. SUBMISSION OF BIDS

16.1 Bids must be submitted online by the bidders as per instructions in Section 4 Part B not later than the specified date & time indicated in the covering letter.

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 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.

16.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all or some of the systems / equipment / packages as per requirement of the Bid Documents. He may include alternate offer, if permissible, as per the bid. However not more than one independent and complete offer shall be permitted from the bidder.

17. LATE BIDS

No bid shall be accepted online by the Electronic Tender System® (ETS) 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 clause 15.

18.3 No bid shall be allowed for modification subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION

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 online (in case of e-Tenders) or physically present (in case of e-Tenders as well as manual bidding process) who chose to attend, at time & date specified in Clause 7 of D NIT(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.

19.3 Name of envelopes to be opened & information to be read out by Bid Opening Committee

(i) In Single stage bidding & single envelope system; techno-commercial bid & financial Bid will be opened on the date of tender opening given in NIT.

(ii) In Single stage bidding & two envelopes system; 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 in this case & sealed financial bids will be handed over to DGM (MMT), BSNL, CO./ Other section in BSNL, CO./ 'MM' cell in circle/ SSA offices (as applicable) for retention.

Thereafter 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.

(iii) The following information should be read out at the time of Techno-commercial bid opening:-

- a) Name of the Bidder
- b) Name of the item
- c) EMD amount & validity and acceptability

- d) Information in respect of eligibility of the bidder.
- e) Details of bid modification/ withdrawal, if applicable.
- (iv) The following information should be read out at the time of Financial bid opening:-
 - a) Name of the Bidder
 - b) Name of the item
 - c) Quantities/prices quoted in the bid
 - d) Discount, if offered
 - e) Taxes & levies

19.4 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 in column 12 does not tally with its breakup quoted in col. 4, 6, 8, 10 & 11, 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 22, 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 inclusive of Duties and taxes (but excluding CENVAT-able Duties & Taxes), Sales Tax, Packing, Forwarding, Freight and Insurance charges etc. as arrived in Col. 17 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.

As stipulated in clause 9.1, Octroi/ Entry Taxes are not to be included in the composite price and hence the same will not be considered for the purpose of evaluation and comparison of responsive bids. However, Octroi/ Entry Taxes will be paid extra. as per actual wherever applicable on production of proof of payment/relevant invoices/documents.

(a) "Duties & Taxes for which the firm has to furnish Cenvatable Challans/ Invoices will be indicated separately in the PO/APO.

(b) Vendors should furnish the correct E.D./Customs tariff Head in the price Schedule. If the credit for the Duties and Taxes under CENVAT Credit Rules, 2004 is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the vendors will be liable to refund such non-admissible amount, if already paid, along with penalty if charged by the concerned authority.

(c) In case the Duties & Taxes which are non CENVAT-able as per the quotes indicated in the price schedule by the vendors and subsequently at any stage it is found that Credit for such Duties & Taxes is admissible as per CENVAT Credit Rules, 2004, then the vendors will be liable to refund the amount equivalent to such Duties & Taxes if already paid to them. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the CENVAT credit provided such credit is still available for the amount so paid as per CENVAT Credit Rules 2004.

(d) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct Tariff Head from the E.D./Customs authority where the 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 E.D./ Customs Tariff notifications.

(e) "If the supplier fails to furnish necessary supporting documents i.e. Excise/ Customs invoices etc. in respect of the Duties/taxes which are Cenvatable, the amount pertaining to such Duties/ Taxes will be deducted from the payment due to the firm."

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/ L3etc. 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.

24.4 In the event of L2 and so on bidders refusing to accept its package de rated to the price of L1 bidder, BSNL reserves the right to place the order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer (second APO) at evaluated L-1 price and shall perform the whole contract as envisaged in the tender document. The additional quantity, due to non-acceptance of respective quantity by L2 or L3 and so on bidders, as envisaged in clause 3 (Distribution of Quantity) in section 4 Part B, shall be supplied by the L-1 bidder as part of whole contract.

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 or other terms and conditions at the time of award of contract.

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 provided with the bid document at Section-7C.

27.3 L-1 bidder may be issued Advanced Purchase Order (APO) in two stages. The first APO shall be issued for L-1 quantity as defined in clause above. The second APO may be issued to L-1 bidder only when the Purchaser exercises the right for placement of order on balance tendered quantity on the bidder with the lowest evaluated price in conformity to Clause 24.3 & 24.4 of Section 4 Part A.

28. SIGNING OF CONTRACT

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

28.2 Upon the successful bidder furnishing performance security pursuant to clause 27, the Purchaser shall discharge the bid security in pursuant to clause 12, except in case of L-1 bidder, whose EMBG/ EMD shall be released only after finalization of ordering of complete tendered quantity in pursuance to clause no. 24.4 & 27.3 of this section.

29. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 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 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. Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
- b. Clause 2 & 10 of Section-4Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
- c. Clause 11.2 (c) of Section-4 Part A: If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
- d. While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5B 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, reference to the enclosed documents showing compliances must be given.
- e. Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.
- f. 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(a), 31.1(b) of Section-4PartA, 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 supply the equipment in time;
- b) Equipment does not perform satisfactory in the field 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. Near Relationship Certificate:

- 33.1 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. 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.
- 33.2 The company or firm or the person will also be debarred for further participation in the concerned unit.
- 33.3 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).

33.4 Please refer to the Performa enclosed in Section 6 Part (B).

34. 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.

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.

35. Security Clause as per latest guidelines and requirement

Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed and appropriate clauses shall be added in all bid documents. Necessary guidelines in this regard shall be issued separately.

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	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.	
	Note 1:- However, in this 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 Sales Tax, 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.
	(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.
1(b) cont d.	(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) If detection of default after issue of PO/ WO	i) Termination/ Short Closure of PO/WO and Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
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	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.
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.	<ul style="list-style-type: none"> i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. 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.	<ul style="list-style-type: none"> 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. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. 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.	<ul style="list-style-type: none"> 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) himself and/ or through a committee. 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).	<p>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</p> <p>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. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle.</p>
6	<p>Submission of claims to BSNL against a contract</p> <p>(a) for amount already paid by BSNL .</p> <p>(b) for Quantity in excess of that supplied by Vendor to BSNL.</p> <p>c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.</p> <p>Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.</p> <p>Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.</p>	<p>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.</p> <p>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.</p>
7	<p>Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that</p> <p>a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.</p> <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>	<p>i) Termination of PO/ WO.</p> <p>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.</p> <p>iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p> <p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>

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 & 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 & 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>
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 vendor for procurement of Goods & 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. iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) inspite of Court Orders.	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 & 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.
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	The following cases may also be considered for Banning of business:	i) 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) 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.	
	(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	
	(c) If the vendor/ supplier fails to submit required documents/ information, where required.	
	(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>Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.</p>		

Note 8:-In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these 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

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.

1. **Eligibility Conditions:** As per Para 4 of DNIT.

2. **Bid Security**

2.1 The bank guarantee/DD for bid security or Micro & Small Enterprise (MSE) registration certificate for claiming exemption from submission of bid security, as prescribed in clauses 12.1 & 12.2 of Section-4 A of the bid document should be submitted by the bidder in a separate cover. The bank guarantee/DD so submitted shall be as per the format given in Section-7 B on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number.

3. **Distribution of Quantity**

3.1 The quantity envisaged in the tender document shall be allotted L1 Bidder only.

4. **Tender Evaluation**

4.1 The evaluation methodology is as per Section- 4 Part A clause-21 & 22 of the Tender Document. Further, the Bid shall be evaluated as a package quoted by the Bidders for various equipments, services, AMC cost etc.

4.2 Evaluation of the cost of AMC:

- a) The bidder shall quote Comprehensive AMC Charges for each year in the price bid. AMC charges shall be considered in evaluation of price bid, by applying a discounted rate of 12% per year to arrive at the NPV (Net Present Value).
- b) Since the AMC is to be entered at the end of warranty period of one year, the calculation for NPV of AMC shall be done as follows:

Net Present Value (NPV) of AMC for equipments
= Quoted rates for AMC for 1st year / (1.12)² + Quoted rates for AMC for 2nd year / (1.12)³ + Quoted rates for AMC for 3rd year / (1.12)⁴ + Quoted rates for AMC for 4th year / (1.12)⁵ + Quoted rates for AMC for 5th year / (1.12)⁶ + Quoted rates for AMC for 6th year / (1.12)⁷ + Quoted rates for AMC for 7th year / (1.12)⁸

- c) The minimum amount of yearly AMC charges which shall be taken for evaluation purpose shall be 5% of equipment cost (excluding duties and taxes CENVAT-able). However ordering price will be arrived as per the actual quoted rates.

5. **Security Clause:**

5.1 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.

Section 4 Part C

SPECIAL INSTRUCTIONS TO BIDDERS for E-tendering

1. General

- 1.1 The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.
- 1.2 E-Tendering is a new methodology for conducting Public Procurement in a secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL has decided to use the portal (<https://www.tcil-india-electronictender.com>) of M/s TCIL, a Government of India Undertaking.
- 1.3 Benefits to Suppliers are outlined on the Home-page of the portal.

2. Instructions

- 2.1 **Tender Bidding Methodology:** – 'Single Stage Bidding, Two stage opening using – Two Electronic Envelopes'.

3. Broad outline of activities from Bidders' prospective:

- 3.1 Procure a Digital Signing Certificate (DSC)
- 3.2 Register on Electronic Tendering System® (ETS)
- 3.3 Create Users and assign roles on ETS
- 3.4 View Notice Inviting Tender (NIT) on ETS
- 3.5 Submit Tender fee and NDA offline to BSNL
- 3.6 Download Official Copy of Tender Documents from ETS
- 3.7 Attend training on e-tendering to be arranged by BSNL(optional)
- 3.8 Clarification to Tender Documents on ETS
- 3.9 Query to BSNL (Optional)
- 3.10 View response to queries/clarifications posted by BSNL as addenda
- 3.11 Bid-Submission on ETS
- 3.12 Attend Public Online Tender Opening Event (TOE) on ETS
- 3.13 Opening of Technical-Part
- 3.14 View Post-TOE Clarification posted by BSNL on ETS
- 3.15 Respond to BSNL's Post-TOE queries
- 3.16 Attend Public Online Tender Opening Event (TOE) on ETS
- 3.17 Opening of Financial-Part (Only for Technical Responsive Bidders)

4. Other Instructions

For participating in this Tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

5. Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

6. Registration

To use the Electronic Tender® portal (<https://www.tcil-india-electronictender.com>) vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the web site. Pay Annual Registration Fee as applicable.

[Note: After successful submission of Registration details and Annual Registration Fee (Rs 6000/- plus service tax as applicable, payable etc TCIL), please contact TCIL Helpdesk (as given below), to get your registration accepted/activated].

TCIL Helpdesk	
Telephone	(011) 26202699 (Multiple Lines) <i>[between 9:30 hrs to 18:00 hrs on working days]</i>
Emergency Mobile Nos.	98683 93717 / 98683 93775 / 98683 93792
E-mail ID	ets_support@tcil-india.com

7. Some Bidding related Information for this Tender (Sealed Bid)

- (a) Procurement of Official Copy of Tender Document/ addendum
After the process of registration on ETS portal, those Bidders who have already procured Tender document offline from MM Cell, BSNL C.O, New Delhi or have downloaded it from BSNL website, would download the official copy of the same Tender Document/ addendum online from the e-tendering portal.
- (b) Online Submission of Bids
The entire bid-submission would be online on ETS. Broad outline of submissions are as follows:
 - i) Submission of information about Bid Security/ Earnest Money Deposit (EMD) being submitted 'offline' on or before the date & time of submission of bids.
 - ii) Submission of digitally signed copy of Tender Documents/ Addenda
- (c) Submission of Two Electronic Envelopes
 - i) Technical-Part
 - Electronic Forms-Mandatory
 - Main-Bid-Mandatory
 - Bid-Annexures (Optional)
 - ii) Financial-Part
 - Electronic Forms-Mandatory
 - Main-Bid-Mandatory
 - Bid-Annexures (Optional)

(Financial price schedule should be uploaded as Main Bid in this part and it should not be uploaded again in the Bid annexures. If a bidder does so then price schedule as per 'Main Bid' only, shall be taken into consideration during financial evaluation.

NOTE: Bidder must ensure that after above submissions & all other functional steps of the ETS portal the status of bid submission must become – “Complete”. It should be noted that only when 'Status pertaining overall bid submission' becomes 'Complete' then only the bid of a bidder appears in the Electronic Tender Box on ETS portal and can be opened by tender opening committee of BSNL. Even if a bidder submits some parts (as per ETS portal) of the online bid are

submitted these will not be transferred to Electronic tender Box until all the steps are completed and 'Status pertaining overall bid submission' becomes 'Complete'. After status pertaining 'Status pertaining overall bid submission' becomes 'Complete' may generate a receipt for 'Confirmation of final bid submission' on ETS portal.

Bidders should refer to User Manual for SO (Supplier Organisation) in USER GUIDANCE link of ETS portal and follow all Do's and Don'ts and other essential settings & guidelines.

Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files. Any error/ virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/ server and will be bidder's responsibility only.

In case the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence.

If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

8. **Offline Submissions:**

The Bidder is requested to submit the original documents as per clause 4 of section 2 offline to DM (MMT), BSNL Corporate Office, 2nd Floor, Bharat Sanchar Bhawan, Janpath, New Delhi – 110001 on or before the Bid Closing Date specified in covering letter of this Tender Document, in a sealed envelope. The envelope shall bear (the Tender/Project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

(a) Bid Security.

(b) Tender Fee

(c) Power of attorney in accordance with clause 14 of Section-4 Part A.

Note: The Bidder has to upload the Scanned copy of all above said original documents as Bid-Annexure during Online Bid-Submission except Pass-phrases for technical & financial bid parts in separate sealed envelopes.

9. **Special Note on Security of Bids**

9.1 Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below.

9.2 As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (eg I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a

Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

- 9.3 Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each Bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.
- 9.4 It is important for the bidder to keep a safe record of his Pass-phrases. It is the RESPONSIBILITY of the bidder to provide the CORRECT PASS-PHRASE for decrypting his bid part. In case the bidder is unable to provide the correct pass-phrase during the TOE, it will not be possible to open his bid and as his bid will be REJECTED (i.e. Archived Un-opened). Before rejection in such a situation, the bidder will be given opportunity to himself enter the pass-phrase from his own office or from BSNL's office if his representative is physically present there.
- 9.5 There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

10. Public Online Tender Opening Event (TOE)

- 10.1 ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. 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. Alternatively, duly authorized representatives of Bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to BSNL office for the Public Online TOE.
- 10.2 Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS.
- 10.3 As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the Bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all prospective Bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.
- 10.4 ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.
- 10.5 ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all prospective Bidders for 'Viewing/ Downloading'.
- 10.6 There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected/programmed by the Purchaser for the relevant tender.

IMPORTANT NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of BSNL by the bidders in time, then BSNL will promptly re-schedule the affected event(s).

11. Other Instructions

- 11.1 For further instructions, the vendor should visit the home-page of the portal (<https://www.tcil-india-electronictender.com>) and go to the User-Guidance Center
- 11.2 The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.
- 11.3 It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.
- 11.4 The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:
- (a) Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
 - (b) Register your organization on ETS well in advance of your first tender submission deadline on ETS.
 - (c) Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
 - (d) Submit your Bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al).
 - (e) While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

12. Minimum Requirements at Bidders end

- 12.1 Computer System with good configuration (Min PIV, 1 GB RAM, Windows XP)
- 12.2 Broadband connectivity
- 12.3 Microsoft Internet Explorer 6.0 or above
- 12.4 Digital Certificate(s)

13. Training Program

- 13.1 One day training (10:00 to 17:00) would be provided as per the following table. Training is optional but is advisable for first time users .
- 13.2 The prospective Bidders are requested to carry a Laptop and Wireless Connectivity to Internet.

Scheduled Date	Date of uploading of Tender document + 7 days
Venue	BSNL Corporate Office, Bharat Sanchar Bhawan, Janpath, New Delhi – 110001
Training Charges (Per Participant)	Rs. 2,500/- (plus Service Tax @ 12.36 %)

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 Supplier 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

4.1 All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc.) shall furnish performance security to the purchaser for an amount equal to 5% of the value of Advance purchase order within 14 days from the date of issue of Advance Purchase Order by the Purchaser.

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 Bank and in the proforma provided in 'Section-7B of this Bid Document.

4.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any 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, validation/ type approval and field trial, if any.
- 6.4 The extension of delivery period against the purchase order, if any, should 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

- 7.1 The bidder shall provide training for installation and maintenance staff of the purchaser free of cost where required.
- 7.2 The bidder shall specify in its bid the number of trainees, quantum of proposed training, pre-training qualifications required of the trainees and duration of the proposed training.
- 7.3 The bidder shall provide all training material and documents.

- 7.4 Conduct of training of the purchaser's personnel shall be at the suppliers' plant and/or on-site in assembly start-up operation, maintenance and/or repair of the supplied goods.

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.

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.

- 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 will be made as specified in Clause 5 of the tender information (Section-2). For claiming the payment on receipt of goods by the consignee, following documents are to be submitted to the paying authority.

- (a) Invoice clearly indicating break up details of composite price i.e. Basic, E.D., Sales Tax, any other Duties and Taxes, Freight/Packing Charges, Service Tax 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) The sea freight receipt as per the rates approved by the Ministry of Water and Surface Transport, if applicable.
- (f) Proof of payment of Octroi/ entry tax etc., if applicable.

Note: - If the supplier fails to furnish necessary supporting documents i.e. excise/Customs invoices etc. in respect of the Duties/taxes which are CENVAT-able, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the firm.

11.2 Form C and also a certificate stating that the tendered item (stores) are meant for the use of BSNL shall be provided by the purchaser on the request of the bidder as and when asked for.

11.3 No payment will be made for goods rejected at the site on testing.

11.4 The bidder 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 Supplier 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 A& Part B. .

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 in 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.

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 comes to an end or ceases to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

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 BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT.

- 18.1 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, 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 satisfactorily 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. ARBITRATION

19.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith (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. 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, New Delhi or such other places as the arbitrator may decide.

20. SET OFF

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.

21. INTIMATION OF SUPPLY STATUS

The bidders, who are given Purchase Orders, 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.

22. DETAILS OF THE PRODUCT

The bidder should furnish the name of his collaborator (if applicable), brand name, model no. and type of the products 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.

23. FALL CLAUSE

23.1 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.

23.2 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.

23.3 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."

23.4 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.

24. COURT JURISDICTION:

24.1 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.

24.2 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 Delhi only”

Note:- *Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed and appropriate clauses shall be added in all bid documents. Necessary guidelines in this regard shall be issued separately.*

SECTION – 5 PART-B

SPECIAL CONDITIONS OF CONTRACT

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).

1. Bidder shall submit along with the bid, the complete list of OEM partners.
 - 1.1. The bidder shall identify solutions/ technology/ product that have a clear support road map from respective OEMs for the minimum next 8 years w.e.f. date of submission of the bid and the same shall be submitted in the technical bid.
 - 1.2. 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 (proof of supply shall be attached) or declared at the website of OEM.
2. **Conditions for consortium Bids** - In case a bid is being submitted through a legally bound consortium, then following are also applicable for consortium bids:
 - i. Consortium agreement shall have two members' i.e lead bidder & OEM Company as consortium partner
 - ii. Consortium agreement as per the format at **Section F** shall mention the details of scope of works and relationship, and shall be submitted in the technical bid.
 - iii. Only lead bidder will interact with BSNL for all obligations/payment.
 - iv. The bidder is not permitted to be a consortium member under another bidder for this project. However a firm/company (OEM) can participate in multiple bids as consortium partner.
 - v. No change in consortium member shall be permitted after the submission of the bid.
3. **Product Qualification criteria**
 - 3.1. DNS solution quoted by the Bidder should have been deployed and running for atleast one year in minimum of 2 Telecom Services Provider (TSP with subscriber base of more than 25 mn as on date of bid submission) with at least one TSP in India. A Certificate from the TSP client covering all details in this regard shall be submitted.
4. **Certificate and support from OEM partners**
 - 4.1. **Sizing certificate**
 - i. The Bidder shall describe the hardware required to perform in accordance with the dimensioning information provided in the tender document.
 - ii. The performance criteria to be met are specified in this tender document. Bidders shall accordingly size their solutions to meet the required service level.
 - iii. DNS software application shall have to be sized properly to meet the desired service level/ performance criteria at the full load. In this regard Bidder shall furnish sizing certificate duly authenticated and signed by respective OEM (ISV) as per the section 7(H).

- 4.2. **Support Certificate:** Each of the OEM partners of DNS solution, Server hardware, Storage & Networking items shall certify direct support of its respective products supplied to bidder and BSNL for a period of 8 years from the date of commissioning, as per format in section **7(G)** of the tender document.
- 4.3. **Teaming Agreement** - The bidder shall have Teaming agreement with OEM partner of DNS solution, to ensure that respective product support for implementation, operations, maintenance, spares and upgrades is available to BSNL for a minimum period of 8 years from the date of commissioning the product/service. The copy of the actual Teaming Agreement shall have to be submitted along with the Technical bid. Teaming agreements shall be signed by the authorized signatory of the concerned company. Format of teaming agreement is at section 7(I).
- 4.4. Bidder shall keep the AMC support current from all the OEMs during the contract 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.
5. **Loading:**
 - 5.1. 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.
 - 5.2. 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 quantity of the item to meet the full requirement of the SoR on a pro-rata basis for the purpose of evaluation & ordering.
 - 5.3. 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.
 - 5.4. AMC 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.
 - 5.5. Offer to the L1 bidder(s) after correcting the arithmetical errors and effecting change in 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/ EOIs/ RFPs of BSNL for a period of two years.
6. **Validation:**
 - 6.1. All Equipments/system shall be subjected to on-site validation by the team designated by BSNL. Validation shall cover at least one set of each type of equipment.
 - 6.2. During validation the tests as per the provisions in the TEC specifications and Tender requirements shall be conducted. The Test Schedule and Procedures for Validation Testing shall be submitted by successful bidder within 15 days from date of Purchase Order and shall be finalized by the BSNL in consultation with the Bidders within 2 months from the date of Purchase Order. The system for the purpose of equipment validation is defined as a set of network elements that shall be required to test the requirement mentioned in the tender document.
 - 6.3. The successful bidder will submit the Validation test document. The validation test document shall contain the list as well as procedures for the tests which are proposed to be conducted during the validation to test the conformance of the equipment to the Technical Specifications. The test schedule and procedures for validation tests will be finalized by BSNL in consultation with bidder.

- 6.4. Any deficiency found during validation in performance of the system as per the requirement shall be rectified by the successful bidder. The bidder 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.
- 6.5. 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.
- 6.6. 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.

7. Acceptance Testing (A/T):

- 7.1. The Selected Bidders shall submit the Acceptance Test schedule within one month of issue of PO and BSNL shall finalize the same in consultation with bidder within two months from the date of issue of PO. Bidder shall also clearly indicate the specification clause(s) verified by each test. BSNL shall have the right to make modifications or additions to any test or techniques of measurement as considered necessary by it.
- 7.2. Bidder shall arrange the equipment for A/T purpose without any financial implications to BSNL. BSNL will carry out all 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.
- 7.3. BSNL shall offer equipment for acceptance testing to A/T team of BSNL that will carry out the tests detailed in the acceptance test schedule to confirm that the performance of the equipment installed satisfies the specified requirement of specifications including service performance
- 7.4. 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. These shall be shipped within two weeks of the initial reports. Notwithstanding the pre-supply tests and inspections prescribed in this document, the equipment and accessories will also be pre-tested by supplier, before A/T, in coordination with the BSNL as per the procedure and Performa provided by purchaser in due course during and after installation before "commissioning" and if any equipment and part thereof is found defective, the same shall be replaced at no cost to the purchaser.
- 7.5. If any equipment or any part thereof, before it is commissioned under as specified in the document, is found defective or fails to fulfill the requirements of the contract, BSNL shall give the 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 one month 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.
- 7.6. When the AT tests called for have been successfully carried out, BSNL will forthwith issue a Commissioning Certificate. BSNL shall not delay the issue of any

“Commissioning 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 Commissioning Certificate shall be issued by BSNL within two weeks of successful completion of tests.

- 7.7. After all acceptance tests have been successfully carried out to the satisfaction of the BSNL, designated unit shall declare the solution fit for deployment in BSNL network and commissioning shall be announced.

8. SOFTWARE

- 8.1. 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.
- 8.2. Software version of the equipment being supplied shall be latest must be indicated in the technical bid. Bidders must quote for all necessary licenses to meet out the tender requirements, along with licensing matrix.
- 8.3. Certified and licensed copies of the application software required shall be supplied. Only Freeware software (like Linux & Apache) that is supported by respective OEMs can be supplied bundled with application /solution. Details shall be submitted along with the technical bid. Unsupported software with no provision of bug fixing, upgrades and updates shall not be accepted.
- 8.4. All the software upgrades and/ or patches required for the system supplied shall be implemented free of cost at each site during Warranty and AMC period by the bidder.
- 8.5. All system interfaces should be industry standard open interfaces.

9. Award of Contract (PLACEMENT OF ORDER)

- 9.1. BSNL will open and evaluate the financial bids of technically and commercially responsive bidders and prepare separate list of such bidders arranged in increasing order of their evaluated package prices (with NPV of the AMC) starting from the lowest (i.e. L1, L2, L3 and so on) for the purpose of ordering against this tender.
- 9.2. The bidder with the lowest evaluated price (L1) will be considered for awarding the work.

10. Warranty

- 10.1. The warranty of the equipment supplied shall be for a period of twelve months from date of commissioning.
- 10.2. Equipment/system shall be put to commercial use only after commissioning.
- 10.3. All the terms and conditions of the AMC including the penalty provisions shall apply during the Warranty period.
- 10.4. The Bidder shall deploy minimum two persons on-site for O&M purpose at the Central system management location.
- 10.5. The bidder shall perform the operation activities for one year from the date of commissioning of system i.e during the warranty period of one year. The Successful Bidder shall associate the staff of BSNL during this period so that the takeover of the O&M functions by the BSNL staff is smooth and they are able to operate & maintain the network efficiently and independently
- 10.6. During the operation period, the Successful Bidder shall put into operation the set of maintenance procedures, periodic test schedules, Report generation & analysis

and remedial measures to be taken in each occasion, Extraction of performance statistics from the various systems.

11. Annual Maintenance Contract (AMC) including Operations

- 11.1. The Bidder shall quote prices for year-wise Comprehensive Annual Maintenance Contract including operations for 7 years as in the price schedule. The Bidders shall quote the AMC prices as a percentage of the quoted equipment cost.
- 11.2. The price for year-wise AMC shall truly reflect the efforts required to maintain the SLA specified in Tender Document.
- 11.3. During the Warranty Period, the Bidder shall perform all the functions as enunciated under the AMC without any additional cost to BSNL and adhere to SLA as per AMC. All the penalty clauses shall be applicable during the Warranty Period for non adherence to the SLA as per the AMC.
- 11.4. During the contact period of Warranty and 7 year AMC period any replacement or repair required shall be done by the successful bidder at no extra cost to BSNL.

12. Technical Support Centre:- Successful Bidder shall require to have its Technical support centre in place to provide technical support to ensure smooth functioning of equipment supplied by them and to meet additional requirements from time to time. The Bidder shall submit details of location, number of personnel, facility to be made available at technical support centre in the Bid.

13. Training:

13.1. Bidder shall provide training as under:

S. No.	Type of Training	No. of Executive/ Officers	Total Mandays
1	User/Operating level	2 Officers(each location)	18 man days at each location
2	Administrator Level	2 Officers(each location)	18 man days at each location
3	Troubleshooting	2 Officers(each location)	18 man days at each location

- 13.2. The training shall be organized as the network system is being deployed.
- 13.3. The training modules shall be finalized by Bidder in consultation with BSNL. However, the travel expenses, boarding and lodging for the BSNL trainees shall be borne by BSNL.

14. Compliance to Applicable Law

- 14.1. 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.

14.2. **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.

14.3. **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. **Performance Security / Performance Bank Guarantee**

15.1. The Successful Bidder shall pay 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 2 years.

15.2. Amount of Performance Bank Guarantee for AMC to be submitted by lead bidder shall be the 5% of the equipment cost or the quoted annual average value of the AMC charges for 7 year, whichever is higher.

16. **Make Model list-** The Bidder shall quote for only one make, model and manufacturer included in the proposal for each of the system, subsystem. The Bidder shall furnish the details of make, model no of the imported and indigenous equipments as part of the technical Bid.

17. **Safety Hazard**

17.1. The Successful Bidder shall ensure that any installation carried out by them under this project shall not become a safety hazard and is not in contravention of any statute, rule or regulation and public policy.

18. **Technical audit of network**

18.1. 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.

19. Indemnity Bond

19.1. 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.

19.2. "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".

20. Additional hardware and software required for the system

20.1. The Bidder shall indicate in the Bid any other related items (along with the price) commissioning of system.

20.2. These items can be quoted by the bidder under "Any other Item" category of the Price Schedule. Any other item shall be included in the evaluation and the price shall be payable to successful bidder.

21. Due to increased traffic requirement at a later stage, there may be a need to augment the system and from the very nature of solution asked in the tender it may not be possible to replace the system hence augmentation in the existing solution may be resorted to by BSNL.

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 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 and having its registered office at _____
(hereinafter called SUPPLIER 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 SUPPLIER vide No. _____ dated _____ for Planning, Engineering, supply, installation, integration, testing & commission of DNS servers along with application for BSNL Network against tender No. _____, dated _____.

WHEREAS the SUPPLIER 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 SUPPLIER is fully capable of complying with the aforesaid terms of the Bid Document.

NOW the AGREEMENT WITNESSETH as follows:

- 1.1. This AMC Agreement shall remain in force for seven years from the date of completion of One year warranty, while at the same time the term and conditions of this agreement except for payment of charges to the SUPPLIER shall also apply during warranty period.
- 1.2. Extension of this agreement shall be negotiable for the second term depending upon the performance of the SUPPLIER during the period of initial term.
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. During the period of AMC the bidder shall inter alia :
 - i. Diagnose the hardware and software faults.
 - ii. Rectify the hardware and software faults detected.
 - iii. Repair and replace the faulty PCB, modules, terminals and any other equipment or part thereof.
 - iv. Carry out the periodic preventive maintenance on half yearly basis.

- v. Upkeep the software periodically.
 - vi. Upgrade the software to latest version.
 - vii. Create customized reports from various systems as required and specified by BSNL from time to time.
5. The supplier shall prepare the schedule of preventive maintenance to be carried out half yearly 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.
 6. The SUPPLIER shall provide all global releases of software / upgrades to BSNL free of cost as a part of the AMC as well the maintenance of these upgrades.
 7. The SUPPLIER shall be responsible for the maintenance, repair & up-gradation 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 SUPPLIER.
 8. The schedule of routine operational and maintenance activities to be carried out at each node shall be provided by supplier. The day to day operations and maintenance activities shall be done by BSNL.
 9. BSNL site in charge shall replace the faulty /affected module with a readily available good module, stocked at the site by the supplier 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.
- 10. Technical Support Center :**
- 10.1. The SUPPLIER shall have at least one Technical support Center. 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.
 - 10.2. The SUPPLIER shall also provide the name of alternate contact person or Technical Support Center with address & telephone /FAX no. which may be contacted by BSNL staff for support in case of no response/poor response from the designated Technical support center. This, however, shall not preclude BSNL from imposing the penalties, if any, as applicable as per the terms & conditions of this agreement.
 - 10.3. 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.
 - 10.4. The SUPPLIER shall ensure that all the Technical support centers are manned by fully competent and responsible Technical Personnel who are:
 - (i) Capable of giving all types of necessary technical guidance/assistance over phone to the respective BSNL personnel
 - (ii) Capable of attending the faults at the BSNL sites whenever needed by deputing competent technical expert.
- 11. TECHNICAL SUPPORT PROCEDURE:** The technical support procedure shall be as follows:

- 11.1. The supplier shall open a Web portal site/tool for booking/registering the faults by BSNL. The site shall be password protected and can be accessed by authorized BSNL personnel only. The details of faults booked for each site, its nature, severity level, time taken to resolve the issue, status of each fault reported etc shall be available on the portal site. Any other details as required by BSNL subsequently shall be incorporated in the Web tool by supplier before the start of AMC. Necessary permissions for accessing the portal site by site in-charges, by senior management etc shall be given by the supplier
- 11.2. 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 SUPPLIER and give information about the nature of fault over phone / FAX / e-mail/Web portal.
- 11.3. The supplier 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.
- 11.4. Even if the fault is reported over phone/portal/fax/email etc by BSNL, fault docket should 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.
- 11.5. 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.
- 11.6. 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.
- 11.7. Technical instructions shall 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. A copy of the Fault Docket duly filled in shall be sent to the Technical support Center for records.
- 11.8. The SUPPLIER shall ensure visits of the expert and competent technical staff of the SUPPLIER in case the fault is not rectified to the satisfaction of BSNL even after following the telephonic instructions and advices.
- 11.9. Once the fault has been rectified and the system & services were restored to normalcy, the visiting engineer of the SUPPLIER 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.
- 11.10. The Technical support Center shall regularly obtain feedback about the health of the systems under its jurisdiction from the station incharge 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 SUPPLIER 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 SUPPLIER from fulfilling his obligations under this agreement.

12. Preventive Maintenance (PM)

- 12.1. The technical expert personnel of the supplier shall visit each site on half yearly 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.
- 12.2. The preventive maintenance schedule shall be prepared by the supplier 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.
- 12.3. 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 supplier.
- 12.4. 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.
- 12.5. History sheet proforma shall be designed by the supplier for acceptance by BSNL before the start of AMC. BSNL reserves the right to make changes in the proforma proposed by the SUPPLIER. These preform as shall become part of the AMC agreement at the time of signing of the agreement.
- 12.6. The SUPPLIER shall supply elaborate maintenance procedures and proforma of the history sheet to every site of BSNL.

13. AMC CHARGES AND PAYMENTS:

- 13.1. 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.
- 13.2. BSNL shall pay the charges for the services rendered by the SUPPLIER under the AMC Agreement after successful execution of the works under Agreement.
- 13.3. BSNL shall not pay any charges in advance. Bills for AMC shall be paid by BSNL at the end of every six months, after successful execution of the works under Agreement.
- 13.4. All payments shall be made based on the slip 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.
- 13.5. BSNL reserves the right to adjust any over-payment of AMC charges of one period, any time during the period of AMC.

14. Faults, Severity level, SLA and Penalties:

14.1. The following are the severity levels along with the fault definitions and restoration times for the system and associated penalties for delay in corrective maintenance:

Severity level	Fault Definition	Restoration Time	Penalty for delay in fault restoration per occasion beyond permissible restoration time
1	i. Failure/ Malfunction of critical elements causing non availability of any of the services delivered by the system. ii. Operation and maintenance personnel not able to interact with the system with the help of Man Machine commands	3 Hours.	Rs 2000/- per hour delay or part thereof.
2	i. Failure of stand by card/ unit /server not affecting the service in any way. ii. Any fault / malfunction / event not covered under fault definition having no impact on services to the customer.	48 Hours.	Rs 500/- per day delay or part thereof.

14.2. Travel time of the Suppliers engineer is included in the restoration time indicated above.

14.3. The decision of BSNL in respect of classification of any given fault into any of the categories listed above will be final

14.4. In view of the exigencies of services it is possible that BSNL may restore the services either in full or in part through its own resources. However, for the purpose of measurement of restoration time and applicable penalties, if any, in terms of this agreement, fault will be deemed to have been restored only after the faulty unit/card etc. has been supplied to the concerned site or the engineer of the supplier has visited the site and removed the pending partial fault, as the case may be.

14.5. The penalty shall be deducted from the half yearly AMC bills. The maximum value of penalty for any sites shall not exceed 20% of AMC amount of the site in that period.

15. Failure to carry out preventive maintenance: If the bidder fails to perform half yearly health check and technical audit visit, penalty charges of 10 % of AMC cost (over and above the 20% as specified in Para 14.6 above) shall be levied.

15.1. Failure on the part of SUPPLIER to comply with any of the clauses of this agreement shall constitute to be sufficient ground for termination of contract and the BSNL (purchaser) shall have the right to forfeit the performance securities submitted to BSNL.

15.2. 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 and in such an event the vendor will hand over all the spares as indicated above.

16. Force Majeure :

16.1. Neither BSNL nor the SUPPLIER shall be liable to the other for any delay in or failure of performance of their respective obligation under the agreement caused by occurrences beyond the control of BSNL or the SUPPLIER including but not limited to fire (including failure or reductions), acts of God, acts of the public enemy, wars, insurrections, riots, strikes, lockouts, sabotage, any law, status or ordinance, thereof of any other local authority, or any compliance therewith or any other causes, contingencies of circumstances similar to the above. Either party shall promptly but not later than twenty days thereafter notify the other of the commencement, and cessation of such contingencies, and if such contingencies continue beyond three months. Both parties agree upon the equitable solution for termination of this agreement or otherwise decide the course of action to be adopted.

17. DISPUTES & ARBITRATION:

17.1. In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to matter the decision of which is specifically provided under this agreement), the same shall be referred to sole arbitration of the CMD, BSNL, New Delhi or in case his designation is changed or his office is abolished then in such case 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 officers 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 the sole arbitration or 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.

17.2. There will be no objection to any such appointment on the ground that the arbitrator is BSNL Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as BSNL officer he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties to the agreement. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever the CMD, BSNL or the said officer shall appoint another person to act as 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.

17.3. The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to 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.

17.4. The venue of the arbitration proceeding shall be the Office of the CMD, BSNL, New Delhi or such other Places as the arbitrator may decide.

17.5. Any party shall not use any information obtained from other party during the course of dispute resolution process under this clause for any purpose other than to resolve the dispute and such information shall not be used in any litigation.

17.6. Both parties shall use their best efforts in good faith and best intention to resolve disputes by mutual negotiation and consultation and shall settle amicably any dispute that may arise or relate to this agreement or a breach thereof. Pending resolution of dispute, the supplier shall continue to fulfill its obligations under this agreement.

18. SET OFF:

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 or persons contracting through the BSNL and set off the same against any claim of the Purchaser or BSNL or such other person or persons 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 or persons contracting through BSNL.

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
UNDERTAKING & DECLARATION Performa**

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

**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- 7 (A)

For the BID SECURITY/ EMD Guarantee
(To be typed on Rs.100/- non-judicial stamp paper)

Dated: dd.mm.yyyy

Sub: Bid Security/EMD guarantee.

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 BankBranch 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.

Whereas AGM (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 BankBranch 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

Name of the Representative

.....
Signature of the alternative Representative

.....
Name of the alternative Representative

Above Signatures Attested

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

- 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 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.....

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)

Section 7-(F)
Consortium Agreement
(On Rs. 100 Non-Judicial Stamp Paper)

In compliance to **Clause No.....of Tender No. dated**, a consortium has been formed on **<Date>** between **<Bidder's Name>** and **<OEM name>** to meet various eligibility conditions and experience criteria specified in the Tender No _____, dated _____. It has been agreed among bidder and the consortium partner that **<Bidder's Name>** is designated to submit the Bid on behalf of this consortium and henceforth called as Bidder. "Lead Bidder" and the "Bidder" have been used interchangeably. It is also confirmed that both the members of the said consortium meet the eligibility conditions as specified in the above referred tender and have authorized the "Lead bidder" by way of duly executed power of attorney in his favour to act on their behalf.

It has been agreed that the bidder shall furnish Performance Bank Guarantees (PBGs) for Purchase order (PO) as well as for AMC, for an amount specified in the Section 5 B of tender.

It has also been agreed that the in its capacity as lead Bidder, **<Bidder's Name>** will interact with BSNL for all obligations

The Lead bidder and its technology/consortium partner shall be liable for due performance of the contract jointly and severally, whereas the responsibility of Consortium Partner other than lead bidder, shall be limited to such Consortium Partner share of obligations in the contract for products and /or services as defined in the agreement signed between the Lead Bidder and Consortium Partner and in accordance with the tender requirements. Copies of all such agreements shall form part of the consortium agreement.

The details of Bidder and consortium partner are as under:-

<Bidder Name>:- <Details containing Registered office & correspondence address>

<Consortium Partner >:- <Details containing Registered office & correspondence address>

:
:

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be executed by their duly authorized officers as of the day first above written

For <Bidder's Name> Signature of Authorized Signatory Name:- Designation:- Contact Phone:- Email-ID:- Date:- Witness-1 Signature:- Name:- Designation:- Contact Phone:- Email-ID:- Date:	For <Consortium Partner> Signature of Authorized Signatory Name:- Designation:- Contact Phone:- Email-ID:- Date:- Witness-1 Signature:- Name:- Designation:- Contact Phone:- Email-ID:- Date:-
--	--

Section 7(G)
(Support Certificate)

(To be given by OEMs)
(On the Bidder's Letter Head)

To,
Tendering Authority
BSNL

Subject: Supply, Installation, Integration, Commissioning and Maintenance of DNS servers along with application on turnkey basis for BSNL Network.

Sir,
It is to certify that the following hardware/software, for which M/s is the OEM, has been quoted in our (M/sname of the bidder.....) bid.

S.N	All Hardware/ Network/ Software System	Model/ Version
1		
2		
3		
4		
...		

We undertake to provide the following:

1. Full Professional Service Support for turnkey implementation of the project covering all the above hardware/network/ software components, their Planning, Installation, commissioning & integration with other components of the project, migration, training & Operation of system within the time schedules specified in the tender document.
2. Preparation of all the documentation pertaining to planning, design, engineering, customization, integration, installation, operations and maintenance.
3. Support for implementation, Operation, maintenance and upgrades is available as per terms and conditions of tender during warranty (1 year) and AMC (7 years).
4. Applications shall be supported on the given platform (including quoted software and hardware) during warranty period of 1 year and AMC period of 7 years, and that patches, release, updates and upgrades shall be made available on this platform (including quoted software and hardware) for this period.
5. It has been agreed that in his capacity as Bidder, M/s..... will interact with BSNL for all obligations.

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

Signature of Authorized signatory of Bidder
Name & Designation

Signature of Authorized signatory of OEM/ Country Manager of OEM
Name & Designation

Section 7 (H)
(Sizing Certificate)

(To be given by software application OEM/SSP)

To
Tendering authority
BSNL

Subject: Supply, Installation, Integration, Commissioning and Maintenance of DNS servers along with application on turnkey basis for BSNL Network.

Sir,

1. This is to certify that the solution and following hardware sizing quoted in the bid of M/s(Name of the Bidder.....), for the applications (including all the modules), for which our company, M/sis the OEM, is sufficient to meet all the requirements mentioned in the tender. The details of the Applications and Hardware are as under:

Product Sizing

S.N.	Application Software Name	Application Version	Hardware Required	Platform Details including OS software with version	Licenses Required (for software OEM)

This is to also to certify that quoted application has been ported as on date on OS & class/family of the quoted hardware.

Signature of Authorized Signatory of OEM/
Country Manager of OEM/SSP (ISV)

Name
Signature of Authorized Signatory of hardware/OEM
Country Manager of OEM (With Name)

SECTION 7 (I) Teaming Agreement

Bidder & DNS solution OEM shall sign and submit a Teaming Agreement which shall at least include following obligations, apart from other items:

1. OEM shall have to give skill set requirements from its own perspective and from bidder's perspective.
2. OEM shall clearly specify the parameters responsible for performance.
3. Sizing shall be done exactly as per the OEM's recommendation.
4. OEM shall give a Certificate of Satisfaction with respect to all the parameters concerning sizing and performance.
5. The cost and commercial terms and conditions shall be mutually and previously agreed by the two parties.
6. Availability of Subject Matter Expertise (SME) on site from OEM shall be ensured.
 - 6.1. A minimum number of SME shall be made available for entire implementation duration. The same shall be covered contractually.
 - 6.2. Identified SME to be attached with respective bidder for the period of delivery or up to an identified milestone.
 - 6.3. Designated OEM representative shall be available for all Project Steering committee meetings.
7. Review of Statement of Work created by bidder:
 - 7.1. OEM shall have to authorize the customizations. OEM will have to provide a guarantee that the Customizations being done would be supportable by subsequent upgrades. In case of customizations that require touching the core, same would have to be pointed out to BSNL.
 - 7.2. OEM shall have to accept the Interface details, giving consent to overall design.
8. Training & Documentation on APIs available – OEM shall enable the bidder to use the API for plugging on customizations or interfaces to third party solution. In case APIs need to be modified or new APIs need to be created to enable customization/ interface the primary responsibility for this will be with the OEM. The new APIs created/modified shall be supported by subsequent upgrades.
9. OEM shall give an undertaking that the SLA applicable to their solution will be supportable. OEM shall give undertaking that current version of the software will be supported for next 8 years excluding the contract implementation period.
10. The OEM shall clearly define its policy of releasing major and minor version each year. The implementation shall be based on a product configuration with a clear product roadmap for the contract period.
11. OEM Shall deliver the following to Bidder (System Integrator) for finally delivering to BSNL:
 - 11.1. Licensed copy of all OEM applications that are within the scope of implementation by bidder.

- 11.2. Licensed copy of development and runtime versions of the report writer products and other products bundled with the application.
- 11.3. List and specifications of all available APIs in each version.
- 11.4. Installation Scripts for all OEM applications that are within the scope of implementation by bidder
- 11.5. Product Specifications of all OEM applications that are within the scope of implementation by bidder.
- 11.6. User Manuals (hard & soft copy)
- 11.7. Functional Overview Manual
- 11.8. Operations Manuals
- 11.9. System Administration Manuals
- 11.10. Business process guide
- 11.11. Reporting reference guide
- 11.12. Screens reference guide(if applicable)
- 11.13. Training Brochure containing details of training programs to be offered (hard & soft copy)
- 11.14. Training Kit for training of bidder personnel
- 11.15. Hardware Specifications meeting the Sizing & SLA requirements
- 11.16. Guaranteed response times for typical OLTP and batch transactions on various configurations of the suggested hardware (if applicable).
- 11.17. Product Road Map document
- 11.18. Warranty, Post Warranty, and Operational Support programs offered by OEM—including commercial implications, SLA and availability of local support facilities. This shall include problem resolution, application maintenance, change requests, as well as policy for upgrades and updates.

Section 7 (J)

Format of Non Disclosure Agreement (NDA)

(on Non-judicial stamp paper of appropriate value)

This Agreement is made as of the ----- 2013 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 include 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 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 other wise 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 out going 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 LIMITED

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Exhibit A

1. Business Purpose :
 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 (K)
INTEGRITY PACT AGREEMENT

To be signed on plain paper by
Both BSNL and the Bidder

This Integrity Pact Agreement is made on ___ day of ____, 2011, by and between: **Bharat Sanchar Nigam Limited (BSNL) (hereinafter referred to as "The Principal")**

And

..... **(hereinafter referred to as "The Bidder/Contractor")**

Each of the Principal and the Bidder shall be individually referred to as the "Party" and collectively as the "Parties".

Preamble

A. The Principal intends to award, under laid down organizational procedures, contract/s for..... ("Tender"). 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 .

B. In order to achieve these goals, the Principal will appoint an Independent External Monitor (as hereinafter defined) 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

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.2 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 him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

1.3 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.

1.4 The Principal will exclude from the process all known prejudiced persons.

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 Corporate Vigilance Office of BSNL ("Corporate Vigilance Office") and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)

2.1 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 Tender process and during the contract execution.

2.2 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 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.

2.3 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.

- 2.3 The Bidder(s) will not commit any offence under the relevant applicable laws include the anti-corruption 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.
- 2.4 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.
- 2.5 The Bidder(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) before award of the Contract or during execution of the Contract 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.

Section 4 – Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder(s) from the Tender process prior to the award of the Tender, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Bid Security.
- 4.2 If the Principal has terminated the Contract in accordance with 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 Performance Security in addition to any other payments as per terms and conditions of the Tender Document.

Section 5 – Previous transgression

- 5.1 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.
- 5.2 If the Bidder makes any incorrect, contrary to the provisions of this Section 5, , 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/ Subcontractors

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders
- 6.2 The Bidder(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact Agreement.
- 6.3 The Principal will disqualify from the Tender process all bidders who do not sign this Integrity Pact Agreement or violate its provisions.

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

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

Section 8 – Independent External Monitor

- 8.1 The Principal appoints competent and credible independent external Monitor for this Integrity Pact Agreement ("Independent External Monitor"). The task of the Independent External Monitor is to review independently and objectively, whether and

to what extent the Parties comply with the obligations under this Integrity Pact Agreement.

- 8.1 The Independent External 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.
- 8.2 The Bidder(s) accepts that the Independent External Monitor has the right to access without restriction to all project documentation of the Principal including that provided by its sub-contractor. The Bidder will also grant the Independent External Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to the subcontractors of the Bidder. The Independent External Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Subcontractor(s) with confidentiality.
- 8.4 Notwithstanding anything contained in this Section, the 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) shall not be required to provide any data relating to its other customers, or any personnel or employee related data.
- 8.5 The Principal will provide to the Independent External 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 Independent External Monitor the option to participate in such meetings.
- 8.6 As soon as the Independent External Monitor notices, or believes to notice, a violation of this Integrity Pact 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 Independent External Monitor can in this regard submit non-binding recommendations. Beyond this, the Independent External Monitor has no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action.
- 8.7 The Independent External 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, should the occasion arise, submit proposals for correcting problematic situations.
- 8.8 If the Independent External Monitor has reported to the CMD of the BSNL, a substantiated suspicion of an offence under Applicable Laws including relevant anti-corruption laws of India, and BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, the Independent External Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The word Independent External 'Monitor' would include both singular and plural.

Section 9 – Term

- 9.1 This Integrity Pact Agreement shall commence upon the date of signature by BSNL and shall continue (a) for the Successful Bidder for a period of 12 months after the last payment has been made by the Principal to the Successful Bidder under the Contract, and (ii) for all other Bidders 6 months after the Contract has been awarded to the Successful Bidder ("Term").
- 9.2 If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact Agreement as specified above, unless it is discharged/determined by CMD, BSNL.

Section 10 – Other provisions

- 10.1 This Integrity Pact Agreement is subject to the laws of India. The 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 Agreement.

- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 Should one or several provisions of this Integrity Pact Agreement turn out to be invalid, the remainder of this Integrity Pact Agreement remains valid. In this case, the parties will strive to come to an agreement to their original intention.
- 10.4 Capitalised terms not defined in the Integrity Pact Agreement shall have the meaning assigned to it in the Tender.

For the Principal For the Bidder/Contractor

Place.....Witness 1 :

DateWitness 2 :

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
1.			
2.			
3.			
4.			
5.			

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
-

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.....
Date

Signature of contractor
Name of Contractor

SECTION-9 Part-A

BID FORM

To	From,
.....
<u><complete address of the purchaser></u>	<u><complete address of the Bidder></u>
.....
.....

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. datedthe 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 ofdays 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 value of the APO 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.....
Name

Address

.....

Signature

Name

In the capacity of

Duly authorized to sign the bid for
and on
behalf of

Section 10
DRAFT AGREEMENT WITH REGARD TO SECURITY REQUIREMENTS

This **AGREEMENT** is made and entered into at New Delhi on this the [●] day of [●], 2013

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 "**Supplier**" 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 Supplier/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 upto the End 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 4.3.1.

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 unauthorised 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 Authorised 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 should 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

- 5.4 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 should 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 should 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 Report

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 network switch encryption disabled
- v. Hijacking outgoing calls in network switch encryption enabled
- vi. Hijacking incoming calls in network switch encryption disabled
- vii. Hijacking incoming calls in networks with encryption enabled
- viii. Suppressing encryption between the target user and the intruder
- viii. 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/softwares 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 should 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 should 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 ("Indemnitees") 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 Indemnitees 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 should 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 should 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
- (d) 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