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

From: AGM (MMY)  To, 2nd Floor, MMT Section, Bharat Sanchar Bhawan, HCM Lane, Janpath, New Delhi – 110001.

Tender No………………………………………………………………………………..  Dated:    /    /2015


Tender Enquiry No. :……………………………………………………………

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

<table>
<thead>
<tr>
<th>Section No.</th>
<th>Item</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Part A</td>
<td>Detailed NIT</td>
<td></td>
</tr>
<tr>
<td>1. Part B</td>
<td>Newspaper NIT</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Tender Information</td>
<td></td>
</tr>
<tr>
<td>3 Part A</td>
<td>Scope of work</td>
<td></td>
</tr>
<tr>
<td>3 Part B</td>
<td>Technical Specifications/ Requirements</td>
<td></td>
</tr>
<tr>
<td>3 Part C</td>
<td>Schedule of Requirements(SOR)</td>
<td></td>
</tr>
<tr>
<td>4 Part A</td>
<td>General Instructions to Bidders(GIB)</td>
<td></td>
</tr>
<tr>
<td>4 Part B</td>
<td>Special Instructions to Bidders(SIB)</td>
<td></td>
</tr>
<tr>
<td>4 Part C</td>
<td>E-tendering Instructions to Bidders (If applicable)</td>
<td></td>
</tr>
<tr>
<td>5 Part A</td>
<td>General (Commercial) Conditions of Contract (GCC)</td>
<td></td>
</tr>
<tr>
<td>5 Part B</td>
<td>Special (Commercial) Conditions of Contract (SCC)</td>
<td></td>
</tr>
<tr>
<td>5 Part C</td>
<td>Draft AMC agreement</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Undertaking &amp; declaration</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Proforma(s)</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Bidder’s profile &amp; Questionnaire.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Bid Form &amp; Price Schedule</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Draft agreement with regard to security requirements</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Draft Non Disclosure Agreement</td>
<td></td>
</tr>
</tbody>
</table>

If interested, kindly submit your bid offers online (in case of tenders invited through e-tendering portal) or physically (in case of tenders invited through manual tendering) on or before date & time specified in Clause 6 of detailed NIT.

AGM (MMY)
Tel.: 011-2371 7844, FAX: 2371 0198
E-Mail: ----------@bsnl.co.in

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

Tender for procurement of Dynamic Line Management software for BSNL ADSL Network
SECTION – 1 Part A
Detailed NOTICE INVITING E-TENDER (DNIT)
BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
MMT Section, 2nd floor, Bharat Sanchar Bhawan,
Janpath, New Delhi - 110 001


<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the Item/ Work</th>
<th>Estimated Quantity (Nos.)</th>
<th>Bid Security/Earnest Money Deposit Amount for the tender</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Dynamic Line Management Solution for BSNL DSL Network</td>
<td>Total number of around 0.25 million million high bandwidth (2 Mbps) DSL lines in the selected Cities</td>
<td>INR 25 Lakh Only</td>
</tr>
</tbody>
</table>

Note 1: 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. **Purchase of Tender Document:**

2.1 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 instruction to Bidders for e-Tendering is provided in **Section 4-Part C** of this Tender.

2.2 The Bidders may download the Detailed NIT from the BSNL Web site http://www.bsnl.co.in following the Link for “Tender Notice” by BSNL in the tender section from ______________onwards.

2.3 Tender Document shall be available for downloading from E-tender portal https://www.tcil-india-electronicntender.com only after

2.3.1 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

2.3.2 Bidder is required to register compulsorily and complete all the required formalities on the E-tender portal https://www.tcil-india-electronicntender.com. Thereafter, upon payment of INR 4,000/- towards Tender document fee and submission of **the NDA (Non-Disclosure Agreement)** 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.

3. **Availability of Tender Document:**

3.1 The tender document shall be available for downloading from ..../ ...../ 20.... onwards up to ..../ ...../ 20.... from 11-00 Hrs to 17-00 Hrs on all working days of this office.

Tender for procurement of Dynamic Line Management software for BSNL ADSL Network
3.2 Since tenders are being invited through e-tendering process, physical copy of the tender document would not be available for sale.

Note: The Tender document shall not be available for download on its submission / closing date.

4. Eligibility Criteria:

4.1 The bidder should have

4.1.1 The Bidder Company shall be registered & incorporated in India under the Companies Act, 1956/2013.

4.1.2 The Bidder shall be a company having a minimum turnover of INR 10 Crores in each year during the last three financial years (i.e. 2011-12, 2012-13, 2013-14). Audited Annual report shall be submitted for this purpose.

4.1.3 The Bidder shall have the experience of supply & deployment of Dynamic Line Management (DLM) solution in minimum 3 (three) DSL Network Operators supporting a total minimum 5 Million DSL live customers on cumulative basis. Out of this, at least 2.0 million DSL customers shall be from one operator and supporting 2 or 3 multivendor DSLMAs in same DSL Network, operational for last one year as on the date of issue of bid submission. Bidder shall submit client Certificate in this regard. Client certificate shall be issued from the Internet/ Telecom Service Provider (containing name, designation, and contact particulars such as telephone number, fax numbers and e-mail id etc of the signatory to enable BSNL to contact the client on need basis).

4.1.4 In case the bidder does not have experience as at Para c above, then bid can be submitted through a legally bound consortium (as per the format in Section 7(F) of tender document) with the OEM of Dynamic Line Management software.

4.1.5 In case the bid is being submitted as a consortium, then bidder (also referred as Lead Bidder interchangeably) shall atleast have an experience in installation and commissioning of IT/Networking/ Telecom related projects of a cumulative total of minimum of INR 10 Crore (Turnkey Project Cost) after 01-04-2011. 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.

4.1.6 The Bidder company 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.

4.1.7 The Bidder Company shall not have controlling equity stake or vice versa, in any of Basic Services/ Cellular Telephony Services/ Internet Services/ UASL/ NLD/ILD Services operating companies in India. Self Certificate by the bidder shall be submitted.

4.1.8 Consortium Partner Company shall also meet the conditions as above.

4.1.9 The Bidder shall have a valid PAN number.

4.1.10 The Bidder shall have a valid sales/ service tax registration certificate no. or exemption certificate no.

4.2 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. Bid Security/EMD:

5.1 The bidder shall furnish the bid EMD of INR 25,00,000 (Rupees twenty Five Lakh only) in one of the following ways:-
   (a) Demand Draft/ Banker’s cheque drawn in favour of “AO (Cash), BSNL, C.O. New Delhi” and payable at New Delhi.

   (b) Bank Guarantee from a scheduled bank drawn in favour of ‘DGM (MMT), Bharat Sanchar Nigam Limited, Corporate Office, New Delhi’ which should be valid for 180 days from the tender opening date.

6. Date & Time of Submission of Tender bids: Upto 11:30 Hrs. of tender closing date (________________)

Note 4: 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 Hrs of this tender closing date.

8. Place of opening of Tender bids:

8.1 BSNL has adopted e-tendering process which offers a unique facility for ‘Public Online Tender Opening Event (POTOE)’. 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. Kindly refer clause 8 of Section-4 Part C of Tender document for further instructions.

8.2 In addition authorized representatives of bidders (i.e. vendor 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 & date will not be accepted.

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

11. 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. The bidder shall furnish a declaration in his tender bid that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.

12.1 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.

Note 5: 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.

Note 6: All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.
NOTICE INVITING TENDER

Tender No. MM/…………../T…………../2012-13 dated ……………..

Sealed tenders are invited by………………. (Write Designation of Officer approving inviting of tender) e.g. “CMD, BSNL” from the prospective bidders for the following work:

<table>
<thead>
<tr>
<th>Name of the work</th>
<th>Quantity (With Unit)</th>
<th>Estimated cost in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dynamic Line Management Solution for BSNL DSL Network</td>
<td>Total number of around 0.25 million million high bandwidth (2 Mbps) DSL lines in the selected Cities</td>
<td>Rs 10 Crore</td>
</tr>
</tbody>
</table>

Last date of receipt of tender is ……………… up to ………… Hrs.

For further detailed information, kindly visit our website www.bsnl.co.in and follow “Link for E-Tenders by BSNL”.

DGM (MM)

Tel. No. ……………….., FAX No. ……………….
SECTION- 2
Tender Information

1. Type of tender- : Single Stage Bidding, Two stage opening using – Two Electronic Envelopes.
Note:- The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only shall be opened.

2. Bid Validity Period / Validity of bid Offer : 150 days from the tender opening date.

3. In case of tenders invited under two envelopes system, the first envelope will be named as techno-commercial & will contain documents of bidder’s satisfying the eligibility / Technical & commercial conditions and 2nd envelope will be named as financial envelope containing financial quote. These envelopes shall contain one set of the following documents :
   a) Techno-commercial envelope shall contain :-
      i) EMD
      ii) Cost of the tender documents i.e. tender fee.
      iii) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the DNIT
      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 (if applicable)
      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) Documents stated in clause 10 of Section-4 Part A.
      x) Tender/ Bid form- Section 9 Part A
      xi) Electronic Form - Technical (in case of tenders invited through e-tendering process)
   b) Financial envelope shall contain: Electronic Form- financial along with Price Schedule (Section 9 Part-B (I & II) with all relevant bid annexure.

Note 6:- In case of e-tendering, 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. 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)
      ii) DD/ Banker’s cheque of Tender fee
      iii) Power of Attorney in accordance with clause 14.4 of section 4 Part A and authorization for executing the power of Attorney.
      iv) Integrity Pact (if applicable)

4. Payment terms
4.1 Payment shall be made in Indian Rupees only.
4.2 The schedule of the payment shall be as detailed in clause 8 of section 5 part B of the tender document.

5. Delivery Schedule: Delivery schedule shall be as detailed in the clause 7 of the Section 5 part B of the tender document.

6. Consignee : Consignee of the equipment supplied shall be GM, NOC BBNW Circle, Bangalore

Tender for procurement of Dynamic Line Management software for BSNL ADSL Network
SECTION- 3 Part A

SCOPE OF WORK

1 Scope of Work:

1.1 This tender is for turnkey implementation of various components required for deploying Dynamic DSL Line Management solution as per terms & conditions and specifications mentioned in this document.

1.2 The DSL management solution is proposed to be utilized for the monitoring and performance optimization of the DSL network of 0.25 million high bandwidth (2 Mbps) DSL lines in the following towns: Ahemdbad, Jaipur, Hyderabad, and NCR (comprising Faridabad, Gurgaon, Noida and Ghaziabad). There can however be a change of the towns (including number of towns) and criteria for selection of line to be monitored as per BSNL requirement at any point during the currency of the contract.

1.3 The turnkey implementation solution shall include Design, Planning, Engineering, Supply, Installation and Testing, solution integration, Commissioning, training, operation and management (O&M) and AMC of Dynamic Line Management solution for DSL lines deployed at different locations being envisaged through this tender.

1.4 Before bidding, the bidder may visit NOC/RPOPs and discuss about network topology with DSL Network managers in BSNL to obtain the requisite information. The Bidder shall interact with CGM BBNW BSNL office, Netaji Nagar, New Delhi for facilitating visits to the RPOP/NOC locations, if the bidder so desires.

1.5 The operation & maintenance and provisioning for all locations of DLM solution shall be carried out from single location. This location shall be any of the BSNL RPOP location at Noida. However BSNL reserves the right to change the location at the time of placement of Purchase order.

1.6 Other accessories requirement for installation: The requirement of hardware and software solutions mentioned in the bid document gives only the minimum equipment/software to be supplied as a mandatory requirement. It shall be the Bidder's responsibility to ensure that any additional equipments/ functional modules, including hardware, software and licenses etc. required for satisfactory performance of the DLM solution to meet the performance, shall also be supplied and be quoted in the Bid Document as "any other items in SOR". In case during the execution of the project or thereafter during Warranty/AMC it is found that additional equipment (Hardware / Software/ Licenses) is required while the same is not quoted by the bidder, the same shall be supplied by the bidder at no extra cost to the BSNL.

1.7 Dynamic Line Management for DSL lines, shall be deployed to meet the functional requirement as defined in this tender. Bidder shall be responsible for implementation of this solution.

1.8 Bidder shall have to get the offered equipment validated against the technical terms and conditions specified in the tender document within a period of 120 days of the award of Purchase order.

1.9 All Equipments, Elements, Hardware, Software supplied through this tender shall be IPV6 compliant and need to be implemented/ validated with IPv6 addressing scheme in addition to IPv4 addressing scheme.

2 Functional/Technical Requirements

The purpose of deploying the solution in BSNL network is to achieve higher stability and/or higher synchronization rates of DSL lines by automatic diagnosis of the faults on the lines and performance enhancement by optimization of DSL line parameters.
The Solution shall offer complete line testing for end to end xDSL services, including the tool for line diagnostics, prequalification, reporting, monitoring and statistics of access network QoS with user friendly GUI interface.

The following sections outline the specific requirements of different functional modules of the proposed DLM system for DSL lines.

2.1 Multivendor Support for DSLAMs and Modems

The DLM system connects to DSLAMs to obtain the data required to perform their functions.

2.1.1 The solution must support integration with multi-vendor DSLAMs of different versions.

2.1.2 The solution shall in particular support DSLAMs listed in Annex 1 of this section with respective firmware and without giving preference to any specific DSLAM vendor.

2.1.3 The solution shall use standards-compliant interfaces for communicating with DSLAMs.

2.1.4 The bidder shall have a proven process to add new DSLAMs and new firmware versions of already integrated DSLAMs.

2.1.5 The system shall take into account that different DSLAM types have different characteristics, thus should have different configurations for each of them with regards to time-outs, SNMP strings etc.

2.2 Data Collection from DSLAMs

2.2.1 The DLM system shall support following DSL technologies: ADSL, ADSL 2 and ADSL 2+ including Annex M / Annex L / Annex J support, VDSL 2, DSL Bonding and DSL lines which are vectoring capable and lines which support G.INP/rtx.

2.2.2 The DLM system shall support automatic collection of line performance parameters of the entire network under monitoring with a granularity ranging from 15 mins to 24 hrs. as per the requirement of BSNL depending upon the rates at which these parameters change.

2.2.3 The DLM system shall support collection of inventory data of the entire network at least once a day.

2.2.4 The DLM system’s data collection module shall not impact the performance of DSLAMs and any other systems connected to the DSLAMs.

2.2.5 The DLM system shall support data collection for a given DSL line immediately upon request in real-time ("real-time data collection"). This process shall either be triggered by using the DLM system’s GUI or from an OSS or other operator’s management system.

2.2.6 The DLM system shall support real-time data collection of selective parameters

2.2.7 The DLM system shall not impact customer’s DSL service while collecting data in real-time, except if Single-Ended-Loop-Testing (SELT) is performed.

2.2.8 The DLM system shall be able to provide graphical analysis as well as text details for all the collected data.

2.2.9 Based on the data collections, the system shall be able to locate common problems like: intermittent contact, bridged tap, loop unbalance, untwisted wire etc.

2.2.10 The DLM system shall be integrated with the BSNL CRM system for broadband customers to establish the linkage of the DSLAM port and Customer IDs to the subscriber identification number thereby assisting the line staff of BSNL to quickly identify the port and address / resolve the customer complaint.

2.3 DSL Lines Diagnostics / Performance Evaluation Module

Diagnostics shall be supported on individual line as well as group of lines.
2.3.1 The DLM system shall support diagnosis for a given DSL line immediately upon request in real-time ("real-time diagnostics"). This process shall either be triggered by using the DLM system's GUI or from an OSS or other operator's management system.

2.3.2 The DLM system shall support options for real-time diagnostics that give the ability to control the types of real-time data to be collected and the analysis results to be produced, e.g., include or exclude stability analysis and diagnostics analysis using given parameters.

2.3.3 The DLM system shall support multiple ways to view diagnostic data: historical, current, network-wide, equipment specific, user defined grouping as well as line specific.

2.3.4 The DLM system shall support monitoring of every line of the entire network every day in order to:

2.3.4.1 Deliver diagnostics results daily for every line ("batch diagnostics")
2.3.4.2 Automatically put such lines into the line parameter optimization process.
2.3.4.3 Allow displaying diagnostics per DSLAM.
2.3.4.4 Allow displaying diagnostics for defined group of lines.

2.3.5 At least the following capabilities on diagnostics have to be supported.

<table>
<thead>
<tr>
<th>LOOP DIAGNOSTICS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Loop Length</td>
<td>Short / Open Circuit</td>
</tr>
<tr>
<td>Bridged Taps with Length</td>
<td>Bad Splice</td>
</tr>
<tr>
<td>MDF miss-wiring</td>
<td>Loop unbalance / untwisted wiring</td>
</tr>
<tr>
<td>Missing Micro filter detection</td>
<td>Fault location using SELT</td>
</tr>
<tr>
<td>Power down CPE</td>
<td>Power up CPE but no sync</td>
</tr>
<tr>
<td>Switched power supply defect</td>
<td>Frequent disconnection</td>
</tr>
<tr>
<td>In-house capacitor detection</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NOISE ANALYSIS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>DSL Crosstalk</td>
<td>AM Noise</td>
</tr>
<tr>
<td>Impulse noise</td>
<td>HDLSL Crosstalk</td>
</tr>
<tr>
<td>High Power noise</td>
<td>High Power noise at high frequency</td>
</tr>
<tr>
<td>Time varying noise upstream</td>
<td>Time varying noise downstream</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONNECTION DIAGNOSTICS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Data Rate</td>
<td>Code Violation Statistics</td>
</tr>
<tr>
<td>Retrain Statistics</td>
<td>Power and Margins</td>
</tr>
<tr>
<td>Line Stability level</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NETWORK PERFORMANCE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate, QoS Analysis</td>
<td>DSLAM type Comparisons</td>
</tr>
<tr>
<td>Neighborhood Analysis</td>
<td>CPE performances</td>
</tr>
<tr>
<td>DSLAM performances</td>
<td>MABR percentile</td>
</tr>
</tbody>
</table>

2.3.6 Group Diagnostics shall consider any combination of cable data, address data, GPS data or user defined group to provide performance analysis at the cable, neighborhood, network levels and user defined levels.

2.3.7 Diagnostics shall support SELT and be able to combine SELT and DELT diagnostics to produce best possible analysis.

2.3.8 Diagnostics shall include detection of noise fluctuation.

2.3.9 Diagnostics shall include detection of periodic noise impairment and shall report the time of noise occurrence.

2.3.10 In addition the system shall be capable of providing the following:

a) Determine the stability of a specified line. The stability shall be defined as a measure combining the statistics of performance data like Code Violation, Resyncs, and shall depend on the service product type for the customer,

b) Identify lines that operate below the target rate set by their service products. For
those lines the system shall be capable of recommending the appropriate service products in order to avoid over-selling and remedy line service qualification shortfalls.

2.3.11 DLM system shall support diagnostics proactively in addition to the real time diagnosis modules. Thus the system shall report line quality problems as soon as they get introduced in the lines. This fault detection shall be displayed at network level, DSLAM level and at the user defined binder level.

2.4 **Performance Optimization Module**

2.4.1 The DLM system shall be capable of performance optimization by configuring various parameters both in upstream and downstream direction such as, minimum and maximum rate upstream and downstream, maximum / minimum values and target SNR Margin, minimum INP, interleaved / fast buffer modes, maximum interleaved delay, maximum PSD, enabling or disabling carriers, fixed or adaptive profile or SRA, trellis encoding, bit swapping, line xDSL mode and its annexes. The optimization can executed directly on the lines or through profile switching in case these parameters are available in profiles.

2.4.2 The Performance Optimizer (PO) module shall be flexible to respond to changes in the network and to make lines to be adaptive by optimization algorithms.

2.4.3 The DLM system shall have the following capabilities for starting PO for a line:
   a) A line shall automatically be entered into PO by the system upon occurrence of the following:
      a. when an equipment change is detected,
      b. when its port assignment changes,
      c. when its service product is changed,
      d. when the quality of service is below the required level,
      e. when the current data rate is significantly below its potential data rate.
   c) The DLM system should support facility for manually entering a line into PO mode using the DLM system’s GUI of from an OSS or other operators management system.

2.4.4 The optimization process shall support the following two capabilities:
   a) Automatic Optimization shall be supported for a line through an iterative process over a few cycles spanning over a period not more than a fortnight. The optimization time, the profile change time, and the maximum number of iterations shall be configurable.

2.4.5 The PO module shall support enabling and disabling of the optimization capability on a per-line basis.

2.4.6 The PO module shall use current and historical DSL performance data in the optimization process to select the appropriate profile for a given DSL line.

2.4.7 The PO module shall support automatic line tuning and per line optimization.

2.4.8 The Performance Optimization module shall provide error messages if it cannot complete an optimization task, such as:
   a) Termination for lack of data
   b) Line unstable without possibility to lower speed through optimization service
   c) MABR below the allocated service rate
   d) Optimization abandoned because of profile change by an external agent

2.4.9 The system must show in the GUI lines where re-profiling has failed to solve the customer's problems. It should also show the likely causes of the problem, and recommendations for actions to be taken.

2.5 **Service Recommendation & Prediction of higher speed DSL technology**

The DLM system shall provide the capability to accurately identify lines that are capable of supporting higher tiers of service for a given line.

2.5.1 The Service Recommendation module shall generate recommendations for all applicable service products for a given DSL line / customer.

2.5.2 The Service Recommendation module shall generate recommendations for a given DSL line / customer once a week using all available data from the previous 7 days.
2.5.3 The Service Recommendation module shall include an option to aggregate recommendations for a given DSL line / customer from multiple weeks, in order to provide aggregate recommendations with lower variation over time.

2.5.4 The algorithm shall leverage a calculated MABR value.

2.5.5 The analysis shall provide all information to enable the operator to: identify target customers for marketing service products to a given DSL customer; study network-wide performance; identify false-positives (line not qualified, but service is commissioned on the line) and identify false negatives (line qualifies, but service is not offered).

2.5.6 The system shall be capable to predict speeds before upgrading lines to higher-speed DSL technology. In particular, service prediction shall support:

2.5.7 Prediction of performance when upgrading ADSL lines to VDSL.

2.5.8 The system should have the possibility to aggregate the predictions over time to get a more accurate prediction (with a configuration possibility to select the amount of days to aggregate).

2.5.9 The system should have the possibility to perform automatic daily predictions.

2.6 Neighborhood Diagnostics Module

The Neighborhood Diagnostics refers to the provision of grouping certain customers into a logical “binder” to enable more detailed / frequent monitoring pattern. The Neighborhood Diagnostics Module shall enable the operator to expand the visibility from one DSL customer to the entire community of or neighborhood of DSL customers. Furthermore, Neighborhood Diagnostics shall be capable of providing performance analysis and diagnostics on a per-cable/binder, street address or geo-location basis.

2.6.1 Following parameter shall be used to define neighborhood: Serving Terminal, Address, Cable, Address + Cable, Crossbox, Geo-data. Any combination of these parameters shall be supported to define neighborhood.

2.6.2 Neighborhood diagnostics shall support two modes for defining neighborhood:

A “reference-based search“ shall be supported that uses an existing DSL as a reference together with search criteria to define a neighborhood. This type of search shall support comparisons of the reference line with other neighborhood lines to aid with diagnosing issues on the reference line.

2. An “arbitrary search“ shall be supported that defines a neighborhood based on search criteria and without specifying a reference line. This type of search shall support comparisons of all neighborhood lines to aid with pre-qualification of lines with no existing DSL services.

2.7 DSL Bonding Module

The DLM System shall provide a module to support bonded (multi-line) DSL services.

2.7.1 The Bonding functional module shall utilize ITU-T G.998.1,2 and 3 Recommendations

2.7.2 The Bonding functional module shall enable diagnostics and recommendations to be produced per bonded line.

2.7.3 The Bonding functional module shall enable profile optimization to be applied per bonded line, such that each constituent pair delivers the best possible performance. The system shall support asymmetric rates on each constituent pair.

2.8 Recommendation Engine to Support for Customer Care Agents and Field Engineers Module

The selected DLM system shall provide the capability of a Recommendation Engine to improve productivity of call-center agents and field technicians.

2.8.1 The Recommendation Engine shall analyze the status of DSL line based on historical and current DSL operational and performance data to produce simple and accurate recommendations for the next steps to resolve line issues.

2.8.2 The Recommendation Engine shall combine analysis results from other system modules together with service product data to produce recommendations that are specific to both the line and the service delivered on the line.
2.8.3 The Recommendation Engine shall be based on a self-learning, adaptive algorithm to improve prediction accuracy over time.

2.8.4 Recommendations shall include: Dispatch a technician, Check for missing micro-filters, no immediate action needed, run real-time profile optimization, no DSL physical-layer issue is detected, etc.

2.8.5 The Recommendation Engine shall provide detailed guidance for field technicians when a dispatch is recommended, including high level recommended fix action, fault location, etc.

2.8.6 The Recommendation Engine shall provide clear explanation of the conditions on the line including: status of the line’s data rate relative to the purchased service product, status of the line’s maximum data rate relative to similar lines in the network, status of the lines stability over the last 24hours and over the last 7 days, consistency of the line’s profile configuration with the purchased service product, status of profile optimization activities and status of diagnostics faults identified, etc.

2.8.7 All data shall be provided in a GUI to be provided to call center agents and field technicians.

2.9 **Graphical User Interface**

2.9.1 The Graphical User Interface (GUI) shall support all operational, maintenance and administrative activities of the operator.

a) The management system shall warn the operator before the execution of critical tasks. The GUI shall be multi-language capable.

b) There should be help menus for all operator commands and actions being implemented.

c) The help menu shall be multi-language capable (English & Hindi), being context-dependent and based on hypertext.

d) Images and text fields shall be color-coded to indicate the operational status. The color of each object shall correspond to the related condition, i.e. running, alarm, maintenance, etc.

e) The GUI shall support multiple screens that allow simultaneous presentation of different network elements.

f) It should not take more than 10 seconds of delay for the retrieval of data from the DLM database, graphical windows and text windows.

2.9.2 The GUI shall support multiple access levels, including user profiles with the ability to create new accounts and manage access rights.

2.9.3 The solution shall be compatible with various file formats (CSV, SQL, XML, etc.) to import and export files.

2.9.4 The GUI shall support displaying information according to different criteria to help support engineers to identify the root cause of a problem.

a) For specific lines

b) For a specific DSLAM

c) By Neighborhood

d) for user defined group

e) For the entire network

2.9.5 When providing information on line performance, the system requires at least:

1. Error Rate
2. Number of re-synchronization attempts
3. Number of CV
4. Rate upstream / downstream
5. Maximum rate for upstream / downstream
6. Signal Noise Ratio (SNR)
7. Stability
8. Maximum Attainable Bitrate (MABR)
9. Bit Swapping

2.9.6 The system shall be capable of displaying historic data of selected KPIs of at least one week.
2.9.7 The system shall support management and generation of user-defined reports with options that include SQL-based, and XML-based configuration using tools like BIRT (Business Intelligence Reporting Tools).

2.9.8 The system shall support output formats for user-defined reports that include CSV/XLS, PDF and HTML.

2.9.9 The system shall support management of user-defined reports with capabilities for creation, updating and deleting of report definitions.

2.9.10 The system shall support management of user-defined reports with full flexibility for scheduling either on-demand or with periodic generation.

2.9.11 The system shall support management of user-defined reports with the capability to define a list of email recipients for each report.

2.10 Dedicated Tools for Field Engineers

For field engineers, the DLM Systems shall provide access via a smart phone / tablet app based user interface to aid the in diagnosing and repairing problems in at the customer premises and in the outside plant.

2.10.1 The app shall support for iOS and/or Android phone and tablet operating systems.

2.10.2 The app shall provide instant access to pertinent line information including customer location as well as neighborhood performance.

2.10.3 The app shall be capable to store current line status for later comparison. This shall enable the field engineer to determine whether the line performance has been improved after the defect was corrected.

2.10.4 The app shall also support historical trends per line, neighborhood information, real-time performance details and line optimization status as well as before / after comparison chart.

3 Performance Deliverables for BSNL from DLM System Deployment

Dynamic Line Management System shall deliver the following, when implemented in BSNL network:-

3.1.1 The DLM system shall automatically identify all the lines selected for monitoring, port-wise, once the access is provided to layer 3/layer 2 VPN ,in the DSLAM network.

3.1.2 The DLM system shall give the line parameters of the all the lines under the system care, on near real time basis.

3.1.3 The DLM system shall identify line defects; identify lines where performance improvements can be made.

3.1.4 The DLM system shall automatically re-profile the lines where improvements are possible. Re-profiling shall be normally done on a monthly cycle. At least, 35% of the lines shall be made capable of delivering improved data-rate, with 30% data-rate delivery capability increase after DLM is implemented.

3.1.5 Once the data-rate capability improvement has been achieved, it shall be maintained by DLM month after month by DLM, unless there is a serious change in the line environment; in which case, the line shall be automatically re-profiled and improvement reclaimed or action recommended.

3.1.6 The stability of the network shall be a positive effect of the DLM .In case of unstable lines, which cannot be automatically improved, due recommendation for corrective action shall be made by the system.

| LIST OF DSLAMs CURRENTLY OPERATIONAL IN BSNL NETWORK |
|-----------------|-----------------|-----------------|
| DSLAM MAKE      | MODEL           | FIRMWARE        |
| UTSTAR          | iAN8K B1000 RA  | 2990198500:A1   |
| UTSTAR          | iAN8K B1000 CX  | 2990267800:A4   |
| NSN             | hiX5625/R2.8    | cxu_x2-b.V05    |

Tender for procurement of Dynamic Line Management software for BSNL ADSL Network
<table>
<thead>
<tr>
<th>NSN</th>
<th>hiX5630/R2.8</th>
<th>4.77</th>
</tr>
</thead>
<tbody>
<tr>
<td>NSN</td>
<td>hiX5635/R2.8</td>
<td>4.76</td>
</tr>
<tr>
<td>ZTE</td>
<td>ZXDSL9806H</td>
<td>V1.2.0P13T3</td>
</tr>
<tr>
<td>ZTE</td>
<td>ZXDSL9800</td>
<td>V3.2.0P4</td>
</tr>
<tr>
<td>STERLITE</td>
<td>MA5600T</td>
<td>MA5600V800R009C00</td>
</tr>
<tr>
<td>STERLITE</td>
<td>MA5616</td>
<td>MA5616V800R309C00</td>
</tr>
</tbody>
</table>
SECTION- 3 Part B

TECHNICAL SPECIFICATIONS/ Requirements

Non Functional Requirements

The system shall be composed of modules or applications installed on one or more servers (depending on the size of the monitored network and the number of operators), which provide information gathering functions, database storage, analysis conditions network and access, diagnosis, recommendation and optimization of service profiles.

The DLM platform shall meet following non-functional requirements as outlined:

2. General requirements

2.1 The solution shall be compatible with all standards-based DSLAMs

2.2 Architecture

2.2.1 The system shall provide multi-user access with configurable access profiles per user group

2.2.2 The system shall provide a Web GUI

2.2.3 The solution shall provide the option to support High-Availability configurations

2.2.4 The solution shall provide the option for multi-client capabilities

2.3 Scalability

2.3.1 The solution should be scalable at a system level.

2.3.2 The performance of the system shall not be affected by growing number of DSL lines managed and as dimensioned.

2.3.3 The solution shall be able to optimize the entire DSL network under monitoring over a period of two weeks.

2.3.4 The solution shall be able to supply the daily diagnostics of the entire DSL network.

2.3.5 The solution (Performance Optimization module) shall be able to change performance parameters for at least one-hundred thousand DSL lines per hour.

2.3.6 The solution shall be able to supply the on demand diagnosis that can be performed on a line or group of lines.

2.4 Interfaces and Integration

2.4.1 The DLM system shall be capable of integrating with inventory of DSLAM and outside plant as well as operators provisioning systems

2.4.2 Performance parameter changes shall be reported in real-time manner to the operators OSS systems by utilizing the interfaces outlined in this section

2.4.3 The integration to north-bound systems (i.e. OSS systems) shall support XML over SOAP Web-services.

2.4.4 The integration to north bound systems shall support flat files, i.e. for bulk provisioning.

2.4.5 The integration to the south-bound DSLAMs shall support SNMP, TL1, RPC functions and other standard management languages for easy integration with all vendors’ DSLAMs.

2.4.6 System provisioning shall support addition, updating or deletion of DSLAMs and lines in the network either through the use of flat files or through the use of Web-services.

2.4.7 System provisioning shall support two options for periodic updates: Delivering incremental updates, where only DSLAM and line changes are provided to the system; delivering full DSLAM and line inventory data for a complete refresh of the system’s provisioning data.

2.4.8 The system shall support reporting capabilities to enable reconciliation of provisioning data and of line profile data.

2.4.9 The DLM system shall use standard RDBMS as an internal database.

2.4.10 The current DLM system view shall be extended to call center agents to manage new services, and diagnose and resolve issues.

2.4.11 Service management interface shall include diagnostic intelligence and other relevant information about a customer’s service from multiple sources such as the customer device, the provider’s network, third-party or partner systems, and back-office systems.

2.4.12 The call center agent console shall simplify diagnostics and service troubleshooting by allowing CSRs to execute service management actions based on pre-built workflows.

2.4.13 The workflows shall be available to NOC engineers, CSR’s, field engineers.
2.4.14 Next level NOC engineers shall be able to resume diagnostics steps from the point CSR suspended troubleshooting without re-executing the steps.

2.4.15 Service management interface shall provide open workflow framework to address constantly evolving issues and needs for field technicians and customer care.

2.4.16 Service management interface shall provide a unified console that can directly manage subscriber CPE.

2.5 **Hardware requirement**

2.5.1 A minimum hardware configuration of proposed Dynamic Line Management shall consist of three types of servers organized as follows:
   - Application Server
   - Database Server
   - Data Collection Server
   - Management Server

   - The vendor is free however to propose and quote for any other design.
   - DLM of BSNL DSL deployments with this minimum hardware shall support the BSNL DSL network of at least 0.25 million lines.

2.5.2 The hardware shall be supplied to work in full redundancy mode.

2.5.3 The equipment/ components/ servers/ systems shall be carrier grade, certified for NEBS by third party accredited lab. The architecture shall provide 99.999% or higher level of service availability through integration of resiliency, redundancy, serviceability and manageability through implementation of at least the following measures:

2.5.3.1 No single point of failure

2.5.3.2 All Control, Processing and other critical modules shall have 1+1 redundancy.

2.5.3.3 All Power modules shall have 1+1 redundancy.

2.5.3.4 Peripheral subsystem including hard disks shall be fully redundant. The peripheral subsystem shall be accessible from multiple subsystems simultaneously. Failure of one peripheral subsystem shall not lead to switchover of control subsystem. The two peripheral subsystems shall have the data mirrored. So that important network information is available all the times.

2.5.4 Depending upon the application/ data processing requirements and the amount of data to be handled, DLM systems/ servers can be configured as only ‘Application servers’ or ‘Application plus DB servers’.

2.5.5 The offered systems/ servers shall have configuration as given in table below:

<table>
<thead>
<tr>
<th>SN</th>
<th>Category</th>
<th>Platform</th>
<th>Minimum Configuration</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Application server/ Database server</td>
<td>64 bit Carrier grade Linux / UNIX on RISC/ EPIC/CISC</td>
<td>i. Each processor with minimum 8 cores up-gradable to 16 Cores (min). ii. Each processor shall be minimum 2 Ghz clock speed having a minimum of 8 GB dedicated RAM per core iii. The highest cache available in the model at the time of submission of</td>
</tr>
<tr>
<td>2</td>
<td>Management servers, (if any), for Application server/ Database server</td>
<td>Carrier Grade 64 bit Linux / 64 bit UNIX on RISC/ EPIC/CISC</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td></td>
<td>i. Each processor with minimum 4 Cores upgradable to 8 Cores (min)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ii. Each processor shall be minimum 2 Ghz clock speed having a minimum of 8 GB dedicated RAM per core</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>iii. The highest cache available in the model at the time of submission of the bid shall be quoted.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>iv. Redundant power supply</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2.5.6 The server/system configuration as mentioned above shall be minimum and indicative and the bidder shall dimension and propose the HW as well as I/O ports/I/O slots/ I/O devices and internal storage etc on servers as per requirement. Number of equipped cores shall be as per sizing certificate given by the authorized signatory of software (Application) OEM.

2.6 Detailed Technical write-up for deployment of solution along with hardware details shall be submitted along with the technical bid.

2.7 **Database storage**

DLM should use a standard RDBMS for all storage database requirements. The database disk size should be able to cater to 0.25 Million DSL lines in the network. The number of days for which full data retention is required is furnished below:

(a) 30 days of data retention is to be used for all raw collected data,
(b) and 365 days of data retention is to be used for most analysis results.

The data retention policy shall be configurable.

2.8 **Uninterrupted power supply (UPS)**: This specification describes a three-phase, on-line continuous operation, solid-state uninterruptible power supply (UPS). The features of the UPS system shall be as below:

2.8.1 **General** –

(i) It shall be modular/standalone & online UPS, designed for 24x7 operation. Online UPS means that the input AC power shall be subjected to process of inversion & conversion to supply conditioned & pure sine wave AC supply to the load.

(ii) The UPS system shall be wired to supply conditioned and uninterrupted power supply to the servers, storage device, workstations or any other equipments installed as part of the DLM solution wherever applicable.

(iii) Proper ventilation/cooling arrangements to support continuous operation.

(iv) It shall be housed in a self supporting structure made of steel. It shall house all the components of the UPS. Optionally batteries can be housed separately.

(v) Battery backup available shall be for minimum 2 hours for full load. Batteries supplied shall be maintenance free VRLA Batteries.

(vi) It shall condition the power supply by regulating the power factor & harmonics in the input mains power supply.

(vii) It shall be 3-phase input & 3-phase output power supply UPS system.

(viii) It shall have high availability through intelligent precision-charging that maximizes battery performance, life, and reliability.

2.8.2 **Architecture** –

(i) Entire UPS system shall be supplied in N+N configuration based on 1.5 times of actual KVA requirements as calculated by the bidder.
(ii) Total UPS shall be supplied in units of capacity as mentioned in SOR.

2.8.3 Input Power Supply:
(i) Commercial power supply as per Indian standards.

2.8.4 Output Power Supply:
(i) Nominal output voltage shall be AC, 3 phase and neutral (adjustable steplessly) with ± 1% accuracy.
(ii) Output waveform shall be true sine wave.
(iii) UPS Output shall be isolated from UPS input through an isolation transformer.
(iv) Output Frequency: UPS shall provide 50 Hz +/- 0.5 Hz free running (battery operation) output.
(v) It shall support unbalanced load. Load unbalance of 50% shall not trip the UPS i.e. if a load on one of the three phases is 'x' kVA then a load of x/2 shall not trip the UPS.
(vi) It shall be able to supply 150% overload for atleast 60 seconds and shall supply 125% overload for atleast 10 minutes. This enables the system to handle inrush currents, sudden peak loads and output faults without transitioning to bypass.
(vii) The UPS shall operate with an efficiency of more than 90% at 75% of the rated load.

2.8.5 Manageability
(i) It shall provide for redundant serial ports for manageability by eMS of the data center. UPS shall be SNMP compliant for SNMP trap etc.
(ii) It shall have provision for remote management of the UPS over the network.
(iii) It shall allow management of the UPS locally through a text-based display that allows quick diagnosis via stored alarm conditions and events.
(iv) The UPS shall indicate if the unit is on battery, if the battery is low or if there is an overload condition.
(v) The UPS shall monitor the health and status of the external batteries and their expected runtime.
(vi) The UPS shall ensure early detection of potential problems by periodic testing of UPS components.
(vii) It shall prevent unauthorized access to the UPS through a suitably designed rack system.

2.8.6 Protection Requirements
(i) Output short circuit protection shall be there with fault isolation capability.
(ii) Input phase reversal protection.
(iii) Input voltage high/low protection.
(iv) Input surge/transient protection.
(v) Soft start or slow voltage transfer to generator. Low Battery Voltage Protection to prevent total discharge or damage to the battery, the UPS must stop supplying to connected load when the battery voltage reaches a set minimum voltage level (programmable).

2.9 Printers:
Printers should be ISO 9002 certified with input voltage range 180-250volts. Dust covers, power cables, connectors etc. shall also be provided by the supplier.

<table>
<thead>
<tr>
<th>S.No</th>
<th>Items</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Printing speed</td>
<td>24 ppm or above (A4/ letter size paper)</td>
</tr>
<tr>
<td>ii.</td>
<td>Resolution</td>
<td>1200 DPI x 1200 DPI</td>
</tr>
<tr>
<td>iii.</td>
<td>Printing Language</td>
<td>Enhanced HP PCL6 &amp; ADOBE Post Script Level 2</td>
</tr>
<tr>
<td>iv.</td>
<td>Automatic Language switching</td>
<td>Yes</td>
</tr>
<tr>
<td>v.</td>
<td>Media Sizes</td>
<td>Letter, Legal, A4 Executive</td>
</tr>
<tr>
<td>vi.</td>
<td>Media Type</td>
<td>Plain Paper, Envelopes, Labels etc.</td>
</tr>
<tr>
<td>vii.</td>
<td>Scalable Type Faces</td>
<td>10 True Type, 35 Intelli-font</td>
</tr>
<tr>
<td>viii.</td>
<td>Connectivity</td>
<td>High Speed Parallel Port, IEEE 1284 Compliant</td>
</tr>
<tr>
<td>ix.</td>
<td>Memory</td>
<td>4 MB (Min.)</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Specification</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------</td>
<td>----------------------------------------------------</td>
</tr>
<tr>
<td>x.</td>
<td>Paper Tray</td>
<td>2 Nos.</td>
</tr>
<tr>
<td>xi.</td>
<td>Input Cap</td>
<td>250 Sheets (Min.) - A4 size paper</td>
</tr>
<tr>
<td>xii.</td>
<td>Software</td>
<td>Printing Software drivers for latest Windows OS and specific software</td>
</tr>
<tr>
<td>xiii.</td>
<td>Ports</td>
<td>USB &amp; Ethernet</td>
</tr>
</tbody>
</table>
### SECTION-3 Part C

**SCHEDULE OF REQUIREMENTS (SOR)**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item Description</th>
<th>Total Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Dynamic Line Management Solution</strong></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td><strong>Dynamic Line Management Software (with components etc.)</strong></td>
<td>License for 0.25 Million DSL lines</td>
</tr>
<tr>
<td>1.2</td>
<td><strong>DLM Hardware (servers) in 1+1 redundancy</strong></td>
<td>One set</td>
</tr>
<tr>
<td>*</td>
<td>Bidder has to indicate the number of servers for application, database, storage etc. as per the requirement. Detailed dimensioning need to be furnished by the bidder.</td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td><strong>Any Other item (sub-items lines can be added by the bidder indicating location, quantity and prices)</strong></td>
<td>Bidder to specify</td>
</tr>
<tr>
<td>2</td>
<td><strong>UPS in N+N configuration with each UPS having battery backup for 3 hours</strong></td>
<td>1 set</td>
</tr>
<tr>
<td>4</td>
<td><strong>Printers (laser jet)</strong></td>
<td>1 No.</td>
</tr>
<tr>
<td>5</td>
<td><strong>Services (for installation and commissioning)</strong></td>
<td>1 set</td>
</tr>
<tr>
<td></td>
<td>Includes network study, software installation ,trial run, testing, integration and commissioning</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td><strong>Operation and maintenance for 1 year (during warranty) with 2 man-month at central location</strong></td>
<td>1 set</td>
</tr>
<tr>
<td>7</td>
<td><strong>AMC for 5 years (after the warranty completion)</strong></td>
<td>1 set</td>
</tr>
<tr>
<td>7.1</td>
<td>Year 1</td>
<td></td>
</tr>
<tr>
<td>7.2</td>
<td>Year 2</td>
<td></td>
</tr>
<tr>
<td>7.3</td>
<td>Year 3</td>
<td></td>
</tr>
<tr>
<td>7.4</td>
<td>Year 4</td>
<td></td>
</tr>
<tr>
<td>7.5</td>
<td>Year 5</td>
<td></td>
</tr>
</tbody>
</table>

**Note:**

1. The Bidders shall provide along with the techno-commercial Bid, detailed un-priced Bill of Material (“BoM”) as per the SOR, for all the items. The itemized prices of detailed BoM shall form part of the financial Bid.

BSNL reserve the right to extend the contract for a further period of 3 years at the same terms and conditions as that of the Purchase Order.

**Note:** Bidder shall furnish the detailed Bill of Material (BOM) for each SOR item mentioned above. The detailed Bill of Material should clearly mention all the components including quantities, constituting the SOR item. The priced Bill of Material should be submitted in the envelope containing the price bid and unpriced Bill of Material should be submitted in the envelope containing the techno-commercial part. There should not be any difference in the items and quantities in the priced and the unpriced BOMs.
SECTION-4 Part A  
GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1.0 DEFINITIONS  
(a) "The Purchaser" means the 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 in this tender is awarded.

2.0 ELIGIBILITY CONDITIONS:  
2.1 Kindly refer to clause 4 of Section – 1 i.e. detailed NIT.

3.0 COST OF BIDDING  
3.1 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.

4.0 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 and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder’s risk and may result in rejection of the bid.

5.0 CLARIFICATION OF BID DOCUMENTS  
5.1. A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by FAX or by Email of the Purchaser as indicated in the invitation of Bid. 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 the prospective bidders who have received the bid documents.

5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

6.0 AMENDMENT OF BID DOCUMENTS

6.1 The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.

6.2 The amendments shall be notified in writing by FAX or Email or by Addendum through e-tendering portal (for tenders invited through e-tendering process) 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 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.

7.0 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.

8.0 BID FORM

8.1 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.

9.0 BID PRICES

9.1 The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. Sales Tax & Excise, packing, forwarding, freight and insurance etc. but excluding Octroi/ Entry Tax which will be paid extra at actual, wherever applicable. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the goods it proposes to supply under the contract as per the price schedule given in Section 9 Part B(I&II). 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:

(a) 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.

(b) The supplier shall quote as per price schedule given in Section 9 part B for all the items given in schedule of requirement at Section 3 part C.

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".

Tender for procurement of Dynamic Line Management software for BSNL ADSL Network
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 Section 5 Part A of Bid-document. Unloading charges at the consignee end shall be borne by the supplier and no separate charges shall be paid for transportation to individual sites 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.

10.0 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. (Not applicable)

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).

c) Inspection Certificate issued by BSNL (QA) for execution of educational/ Commercial Order.

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.

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 The offered product has to be type approved. For this purpose, the supplier shall submit a sample type for evaluation. The sample would be evaluated for its ability to meet the technical specifications, manufacturability, reliability, testability, ease of installation, maintainability etc. Necessary documents to substantiate these attributes will have to be submitted at the time of application for approval by the supplier for obtaining type
approval. Or In case goods offered have already been type approved/ validated by the Purchaser, documentary evidence to this effect shall be submitted by the bidder.

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”.

11.0 DOCUMENTS ESTABLISHING GOODS’ CONFORMITY TO BID DOCUMENTS

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

11.2 The documentary evidences of the "goods and services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:
   (a) 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 clause11.2(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.

12.0 BID SECURITY / EMD

12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(DNIT).

12.2 The 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 alongwith 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 vendor 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:

a) If the bidder withdraws or amends its bid or impair or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or

b) If the bidder does not accept the APO/ AWO and/or does not submit PBG & sign the contract/agreement in accordance with clause 28.

Note: - The bidder shall mean individual company/ firm or the front bidder and its technology/ consortium partner, as applicable.

13.0 PERIOD OF VALIDITY OF BIDS

13.1 Bid shall remain valid for period specified in clause 2 of Tender Information. 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 its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

14.0 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) Attestation of the specimen signatures of authorized signatory by the Company’s/ firm’s bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

15.0 SEALING AND MARKING OF BIDS

15.1 The bid should be submitted as per Clause 3 of tender information.

15.1.1 The bids may be called under

a) Single stage bidding & Single envelope system OR

b) Single Stage Bidding & Two Envelope System

15.1.2 In Single stage bidding & single envelope system, the bidder shall submit all the documents specified for Techno-commercial bid & Financial bid in a single envelope. The cover shall contain the ‘Original Copy’ of the bids subject to clause 14.2. The envelope should be sealed by the personal seal of the bidder.

15.1.3 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.

15.2 a) The envelopes shall be addressed to the purchaser inviting the tender.

i) In case of tenders invited by MMT section of BSNL CO, the Purchaser Address shall be:
   DGM (MMT),
   Bharat Sanchar Nigam Limited (Corporate Office),
   2nd Floor, Bharat Sanchar Bhawan, Janpath, New Delhi-110001.

ii) In case of tenders invited from other section of BSNL CO./ Circles/ SSA of BSNL, the Purchaser Address shall be specified by the purchaser inviting the tender of concerned Circle/ SSA.

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) In case of Tenders invited by MMT section of BSNL, C.O., 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) In case of tenders invited from other units of BSNL CO./ Circles / SSA of BSNL, the details of Venue shall be specified by the purchaser inviting the tender of concerned Circle/ SSA.

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].

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

16.0 SUBMISSION OF BIDS

16.1. Bids must be submitted by the bidders on or before the specified date & time indicated in Clause 6 of Section-I i.e. DNIT.

16.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

16.3 The bidder shall submit its bid offer against a set of bid documents purchased by him for all or some of the systems/ equipment 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.

17.0 LATE BIDS

17.1 No bid shall be accepted either online by E-Tender Portal or physically in case of manual bidding process 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 (in case of e-tendering) & physically (in case of manual bidding process) as per clause 15.

18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

19.0 OPENING OF BIDS BY PURCHASER

19.1 The purchaser shall open bids online in the presence of the authorized representatives of bidders online or physically present 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 (A Format is given in enclosed in Section-7 C).

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 & 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.

(ii) 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.

(iii) 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.

20.0 **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 documents, 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 a stipulated time period. In case of non compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

21.0 **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.”
23.0 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 its 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.

24.0 PLACEMENT OF ORDER

24.1 The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved/ validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.

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

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

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 and/or L3 and so on bidders, as envisaged in clause3 (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

(a) 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.

(b) 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 venders 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.

(c) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing venders, 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 venders 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-7B.

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 27 & 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-4 Part 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-4 Part A, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.

31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.

31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.

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

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

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

a) Does not 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. Clause deleted.

34. **NEAR-RELATIONSHIP CERTIFICATE**
34.1. The bidder should give a certificate that none of his/her near relative, as defined below, is working in the units 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 and in case of limited company 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.

34.2. The Company or firm or the person will also be debarred for further participation in the concerned unit.

34.3 The near relatives for this purpose are defined as:
   (a) Members of a Hindu undivided family.
   (b) They are husband and wife.
   (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

34.4. The format of the certificate is given in Section 6 (B).

35. **VERIFICATION OF DOCUMENTS 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.

36. **Security Clause as per latest guidelines and requirements**: (Refer Clause 16 of Section -5 Part-B)
### Appendix-1 to Section 4 Part A of Chapter 4 (Standard Tender Enquiry Document)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Defaults of the bidder / vendor.</th>
<th>Action to be taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>B</td>
<td>C</td>
</tr>
<tr>
<td>1(a)</td>
<td>Submitting fake / forged</td>
<td>i) Rejection of tender bid of respective Vendor.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iii) Termination/ Short Closure of PO/ WO, if issued. This implies non-acceptance of further supplies / work &amp; services except to make the already received material work/ complete work in hand.</td>
</tr>
<tr>
<td></td>
<td>a) Bank Instruments with the bid to meet terms &amp; condition of tender in respect of tender fee and/ or EMD;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Certificate for claiming exemption in respect of tender fee and/ or EMD;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>and detection of default at any stage from receipt of bids till award of APO/ issue of PO/ WO.</td>
<td></td>
</tr>
<tr>
<td>1(b)</td>
<td>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 &amp; conditions with the bid to meet terms &amp; condition of tender:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(i) If detection of default is prior to award of APO</td>
<td>i) Rejection of Bid &amp; ii) Forfeiture of EMD.</td>
</tr>
<tr>
<td></td>
<td>(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD, BG etc.)</td>
<td>i) Cancellation of APO, ii) Rejection of Bid &amp; iii) Forfeiture of EMD.</td>
</tr>
</tbody>
</table>

**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.
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Defaults of the bidder / vendor.</th>
<th>Action to be taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>B</td>
<td>C</td>
</tr>
</tbody>
</table>
| 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 :

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.  

Banning of business for 3 years which implies Barrin further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.

3 Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.  

Forfeiture of EMD.
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Defaults of the bidder / vendor.</th>
<th>Action to be taken</th>
</tr>
</thead>
</table>
|       | **4.1** Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO. | i) Termination of PO/ WO.  
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. | 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. | 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. |
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Defaults of the bidder / vendor.</th>
<th>Action to be taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td></td>
<td>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) &amp; recover its cost, if paid, from the o/s bills/ PG/ SD; OR ii) If the material is inducted in network &amp; it is not possible to return it and/or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and iii) Withdrawal of TSEC/ IA issued by QA Circle.</td>
</tr>
<tr>
<td>C</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.2</td>
<td>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).</td>
<td>i) Submission of claims to BSNL against a contract (a) for amount already paid by BSNL. (b) for Quantity in excess of that supplied by Vendor to BSNL. (c) for unit rate and/or amount higher than that approved by BSNL for that purchase. ii) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG &amp; SD etc. and by invoking ‘Set off’ clause 21 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.</td>
</tr>
<tr>
<td>6</td>
<td>Submission of claims to BSNL against a contract</td>
<td>i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG &amp; SD etc. and by invoking ‘Set off’ clause 21 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees. Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.</td>
</tr>
<tr>
<td>7</td>
<td>Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that adversely affects the normal working of BSNL equipment(s) and/or any other TSP through BSNL.</td>
<td>i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7 contd.</td>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>e) undertakes any action that affects/ endangers the security of India.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>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.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>i) Termination/ Short Closure of the PO/ WO.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>iii) No further supplies are to be accepted except that required to make the already supplied items work.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>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).</td>
<td></td>
</tr>
<tr>
<td></td>
<td>v) In case of turnkey projects, if the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. (continues to page 173)</td>
<td></td>
</tr>
<tr>
<td>S. No.</td>
<td>Defaults of the bidder / vendor.</td>
<td>Action to be taken</td>
</tr>
<tr>
<td>-------</td>
<td>---------------------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>A</td>
</tr>
<tr>
<td></td>
<td></td>
<td>B</td>
</tr>
<tr>
<td></td>
<td></td>
<td>C</td>
</tr>
<tr>
<td>8 con-</td>
<td></td>
<td>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</td>
</tr>
<tr>
<td></td>
<td>td.</td>
<td></td>
</tr>
</tbody>
</table>
| 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. | i) Termination/ Short Closure of the PO/ WO.  
   ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.  
   iii) No further supplies are to be accepted except that required to make the already supplied items work.  
   iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).  
   v) In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.  
   Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD. |
| 10    | If the vendor does not return/ refuses to return BSNL’s dues: | i) Take action to appoint Arbitrator to adjudicate the dispute. |
|       | a) inspite of order of Arbitrator. |                   |
|       |                                 | 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.  
   (continues to page 174) |
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Defaults of the bidder / vendor.</th>
<th>Action to be taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 con-td.</td>
<td>b) inspite of Court Orders.</td>
<td>i) Take legal recourse i.e. filing recovery suite in appropriate court.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL’s dues, whichever is later.</td>
</tr>
<tr>
<td>11</td>
<td>If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course</td>
<td>Take Action as per the directions of CBI or concerned department.</td>
</tr>
<tr>
<td>12</td>
<td>The following cases may also be considered for Banning of business:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(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.</td>
<td>i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</td>
</tr>
<tr>
<td></td>
<td>(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 &amp; 4.2.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(c) If the vendor/ supplier fails to submit required documents/ information, where required.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(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.</td>
<td></td>
</tr>
</tbody>
</table>

**Note 7:** The above penalties will be imposed provided it does not clash with the provision of the respective tender.

**Note 8:** In case of clash between 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. The implementation of the project shall be done in two phases with defined milestones. Accordingly, the DLM solution shall be procured in two Phases i.e. Phase-I Purchase order and Phase-II Purchase order. However, BSNL shall place only one APO covering both the Phases.
Section- 4 Part C
E-tendering Instructions to Bidders

Note :- The instructions given below are TCIL’s e-tender portal-centric and for e-tenders invited by MM cell, BSNL, C.O. only. E-Portal address and the according references/clauses may be suitably modified in this section as applicable from time to time.

General
These Special Instructions (for e-Tendering) supplement ‘Instruction to Bidders’, as enclosed in Sec 4 Part A of the Tender Documents.
Submission of Bids only through online process is mandatory for this Tender.


1. Tender Bidding Methodology:
   Sealed Bid System – ‘(number of) Stages – Using Single/Two Envelopes’, Followed by ‘e-Reverse Auction’ (if required by Business Unit / Planning cell) after opening of the Financial bids. In case of two envelope system Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:
   1. Procure a Digital Signing Certificate (DSC)
   2. Register on Electronic Tendering System® (ETS)
   3. Create Users and assign roles on ETS
   4. View Notice Inviting Tender (NIT) on ETS
   5. Download Official Copy of Tender Documents from ETS
   6. Clarification to Tender Documents on ETS
      • Query to BSNL (Optional)
      • View response to queries posted by BSNL, as addenda.
   7. Bid-Submission on ETS
   8. Attend Public Online Tender Opening Event (TOE) on ETS Opening of Techno-commercial Part
   9. View Post-TOE Clarification posted by BSNL on ETS (Optional) Respond to BSNL’s Post-TOE queries
   10. Attend Public Online Tender Opening Event (TOE) on ETS Opening of Financial-Part (Only for Technical Responsive Bidders)
   11. Participate in e-Reverse Auction on ETS
   For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

3. Digital Certificates
For integrity of data and its authenticity/ non-repudiation of electronic records, and 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].

4. Registration
To use the Electronic Tender® portal (https://www.tcil-india-electronic.tender.com), vendor needs 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 site. Pay Annual Registration Fee as applicable.

Note: After successful submission of Registration details and Annual Registration Fee (as applicable). Please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated.

<table>
<thead>
<tr>
<th>TCIL Helpdesk/ ETS Helpdesk</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Telephone</strong></td>
</tr>
<tr>
<td><strong>Mobile Nos.</strong></td>
</tr>
<tr>
<td><strong>E-mail ID</strong></td>
</tr>
<tr>
<td>[Please mark CC: <a href="mailto:support@electronictender.com">support@electronictender.com</a>]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BSNL Contact-1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BSNL’s Contact Person</strong></td>
</tr>
<tr>
<td><strong>Telephone/ Mobile</strong></td>
</tr>
<tr>
<td><strong>E-mail ID</strong></td>
</tr>
<tr>
<td>[between 9:30 hrs to 18:00 hrs on working days]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BSNL Contact-2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BSNL’s Contact Person</strong></td>
</tr>
<tr>
<td><strong>Telephone/ Mobile</strong></td>
</tr>
<tr>
<td><strong>E-mail ID</strong></td>
</tr>
<tr>
<td>[between 9:30 hrs to 18:00 hrs on working days]</td>
</tr>
</tbody>
</table>

5. **Bid related Information for this Tender (Sealed Bid)**

The entire bid-submission would be online on ETS.

Broad outline of submissions are as follows:

- Submission of Bid Security/ Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Tender Documents/ Addendum/addenda
- Two Envelopes
  - Techno-commercial -Part
  - Financial-Part

5. **Offline Submissions:**

The bidder is requested to submit the following documents offline to DM (MMT), BSNL Corporate Office, 2nd Floor, Bharat Sanchar Bhawan, Janpath, New Delhi – 110001 on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the work), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time).

1. EMD-Bid Security in Original.
2. DD/ Bankers cheque against payment of tender fee.
3. Power of attorney in accordance with clause 14.4 of Section-4 Part A.
4. Integrity Pact.( If applicable)

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

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. Security related aspects as regard Bid Submission are outlined below:

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 (e.g. 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.

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 Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself. 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.

8. **Public Online Tender Opening Event (TOE)**

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. For this purpose, representatives of bidders (i.e. Supplier organization) dully authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure ‘Public Online Tender Opening Event (TOE)’ has been implemented on ETS. 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 participating bidders. The work 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)’.

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 in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

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 participating bidders for ‘Viewing/ Downloading’.

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 by the concerned Buyer.

**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).

9. **E-Reverse Auction (Not applicable)**
10. **Other Instructions**

For further instructions, the vendor should visit the home-page of the portal ([https://www.tcil-india-electronicitender.com](https://www.tcil-india-electronicitender.com)), and go to the User-Guidance Center.

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.

Note: 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.

The following ‘FOUR KEY INSTRUCTIONS for BIDDERS’ must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
3. Get your organization’s concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
4. Submit your bids well in advance of tender submission deadline on ETS as there could be last minute problems due to internet timeout, breakdown, etc.

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

11. **Minimum Requirements at Bidders end**

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
- Broadband connectivity.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s) for users.

12. **Vendors Training Program**

One day training (10:00 to 17:00) would be provided. Training is optional. Vendors are requested to carry a Laptop and Wireless Connectivity to Internet.

<table>
<thead>
<tr>
<th>Tentative Dates</th>
<th>Date of uploading of Tender document + 7 days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Venue</td>
<td>Meeting Room, 2nd Floor, BSNL Corporate Office, Bharat Sanchar Bhawan, Janpath, New Delhi – 110001</td>
</tr>
<tr>
<td>Vendors Training Charges</td>
<td>Rs. 2,500/- (plus Service Tax as applicable)</td>
</tr>
<tr>
<td>(Per Participant) per training day</td>
<td></td>
</tr>
<tr>
<td>Mode of Payment of Fees</td>
<td>DD drawn in favour of M/s TCIL, New Delhi &amp; payable at New Delhi</td>
</tr>
</tbody>
</table>
SECTION-5 Part A

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION
   The general condition shall apply in contracts made by the purchaser for the procurement of goods.

2. STANDARDS
   The goods supplied under this 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 or any part thereof in Indian Telecom Network.

4. PERFORMANCE SECURITY (Refer Clause 4 of Section-5 Part-B)
   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 (Refer Clause 4 of Section-5 Part-B for more details)
   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 warranty obligations under the contract.

5. INSPECTION AND TESTS
   5.1 The Purchaser or its representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.
   5.2 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification / requirements free of cost to the purchaser.
   5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the equipment and accessories on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in clause 5.4 below.
   5.4 If any equipment or any part thereof, before it is taken over under clause 5.5, is found defective or fails to fulfill the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of equipment as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of
any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.

5.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking Over Certificate. The inspector / ultimate consignee shall not delay the issue of any "taking Over Certificate" contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding six months. The Taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, BCPC (Bills Copy Payable Challan) shall be equivalent to "Taking Over Certificate", issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty obligation. BCPC in respect of last consignment against the purchase order will be equivalent to "Taking Over Certificate".

5.6 Nothing in clause 5 shall in any way release the Supplier from any warranty or other obligations under this contract.

6. DELIVERY AND DOCUMENTS
6.1 Delivery of the goods and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.

6.2 The delivery of the goods and documents shall be completed within time frame stated in clause 7 of section-5 Part-B

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 (Refer clause 9 of Section 5 Part-B)
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 provided that this service shall not relieve the supplier of any warranty obligations under this contract.

9. SPARES
9.1 The supplier shall be required to provide a list of the following material and notifications pertaining to spare parts manufactured or distributed by the supplier of spares including cost and quantity considered for arriving at the price of spares in Sec-4 Part A clause 9.
(a) Such spare parts as the purchaser may elect to purchase from the supplier
provided that such purchase shall not relieve the supplier of any warranty obligation under the contract.

(b) In the event of termination of production of the spare parts, the supplier shall:

(i) give advance notification to the purchaser pending termination (not less than 2 years), in sufficient time to enable the purchaser to procure life time spare; and

(ii) following such advance intimation of termination, furnish at no cost to the purchaser, the blue prints, drawings and specifications of spare parts, if and when requested.

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

10. **WARRANTY**

10.1 The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at its own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for/ and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) twelve months after the stores have been taken over under clause 5.5 above.

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 The payment terms shall be governed by Clause-8 of section-5 Part B. 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 The balance payment shall be released within 6 months from the date of supply of the equipment in case there are no damage/shortages. In those cases where such shortages/damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of the P.O.

11.3. 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.

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

11.5. 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 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 its bid. Such notification, in its 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 impairing timely delivery of the goods and performance of service, the supplier shall:

(a) Promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 20 weeks or as per provisions of clause 16.2 Section-5A as per provision given below:

(b) The vendor has to submit their request for extension along with the undertaking as per clause 24 Section-5A (Fall Clause) and a copy of QA inspection certificate at least two weeks before the expiry of delivery period. The vendor shall also submit unconditional acceptance of the conditions for delivery period extension i.e. applicability of liquidated damages, prices to be provisional and to be regulated as per clauses 12.3 and 24 of section-5A and submission of additional BG, wherever applicable. The decision regarding extension shall be communicated within two weeks of the receipt of request and after receipt of the unconditional acceptance and the undertaking mentioned above.

(c) In case extension is being granted beyond 20 weeks then the vendor shall submit additional BG while seeking extension. For piecemeal items the amount of additional BG shall be 5% of the value of balance quantity of items to be supplied for which extension in delivery period has been sought. In case of infrastructure/turnkey projects other than as stated above, 1% of the total project value shall be the value for additional BG. The additional BG shall be valid for six months beyond extension of delivery period sought and shall be discharged after the full ordered quantity has been supplied to the ultimate consignee within the last extended delivery period on submission of inspection certificate from QA and consignee receipt without prejudice to the other remedies available to the purchaser.

(d) If the vendor fails to deliver the full ordered quantity even during extended delivery period then the PO shall be short-closed and the Performance Bank Guarantee as well as additional BG shall be forfeited.

(e) Format of (i) letters conveying conditions of DP extension and (ii) DP extension letter are at Section 7 Part D & Part E.

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

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

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

(a) Should the supplier fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply and/or undelivered material/supply for each week of delay or part thereof for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply and/or undelivered material/supply for each week of delay or part thereof for another TEN weeks of delay.

(b) DP extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on case to case basis, by the CGM concerned in case of tenders floated by Circles and by the Functional Director concerned in case tenders floated by Corporate Office, stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.

(c) In the case of package supply/turnkey projects when the delayed portion of the supply materially hampers installation and commissioning of the systems, LD charges shall be levied as above on the total value of the concerned package of the Purchase Order.

(d) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration. However, when supply is made to the ultimate consignee within 21 days of QA clearance in the extended delivery period and the goods were dispatched within this delivery period, the consignee may accept the stores and in such cases the LD shall be levied up to the date of dispatch after QA clearance only.

(e) The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) i.e. LD shall be levied up to 20 weeks only as per provision at Para (a).

16.3 In cases where the scheduled delivery period is distributed month-wise or is in installments, the liquidated damages shall be imposed for delay in each scheduled month/installment. Liquidated damages shall be calculated separately for quantities to be supplied in every month/installment and the corresponding delay. If the supplier supplies full quantity before the expiry of the scheduled delivery period of the last month/installment but there is delay in month-wise/installment-wise supply, then also liquidated damages shall be levied on the supplies against the earlier months/installments that have been delayed. Twenty (20) weeks for the purpose of additional BG and grant of DP extension shall be counted from the last month/installment.

16.4 Wherever Clause of grace period of 21 days exists in the Purchase Order as well as in the Tender document against which the Purchase Order has been released, applicability of the grace period shall be subject to:
(a) The Store has been offered to ‘QA’ by the Supplier for Inspection/Testing within the contracted original delivery period.
(b) ‘QA’ has cleared the equipment for dispatch within the contracted original delivery period.
(c) The Supplier has carried out dispatch/ dispatched the equipment within the 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.

**Note : 1.** In case of turnkey projects, the additional BG and LD clauses related to delay in Installation & commissioning activities, shall be fine-tuned to meet the requirements of the project and shall be included in the special conditions Section-5 Part B of the concerned bid document) after approval of the Management. In these cases, the tender approving authority as per delegation of financial powers shall be competent authority to decide applicability of LD on the Installation and commissioning portion in case delay is on part of BSNL. However, for supply of equipment in such projects, the terms and conditions shall be the same as mentioned in clauses 15.3 and 16.2 of Section-5 Part A.

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 any act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

17.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

18. **ACTION BY PURCHASER AGAINST 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 satisfactory in the field in accordance with the specifications;
(d) Or any other default whose complete list is enclosed in Appendix-1 of Section-4, Part-A;
Purchaser will take action as specified in Appendix-1 of Section-4, Part-A.

19. Clause deleted.

20. **ARBITRATION**

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

20.2 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.

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

21. **SET OFF**

Any sum of money due and payable to the 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.

22. **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 User Branches of BSNL.

23. **DETAILS OF THE PRODUCT**

The bidder should furnish the name of its collaborator (if applicable), brand name, model number 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.

24. **FALL CLAUSE**

24.1 The prices once fixed will remain valid during the scheduled delivery period except for the
provisions in clause 12.1 of Section-5A. Further, if at any time during the contract
(a) It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/service;
   And / or
(b) The prices received in a new tender for the same or similar equipment/service are less than the prices chargeable under the contract.

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

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

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

25. **COURT JURISDICTION**

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

25.2 Where a contractor has not agreed to arbitration, the dispute/claims arising out of the Contract/PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/PO has been issued. Accordingly, a stipulation shall be made in the contract as under.

   "This Contract/PO is subject to jurisdiction of Court at ................ only".

Tender for procurement of Dynamic Line Management software for BSNL ADSL Network
SECTION –5 Part B

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

1. INTRODUCTION

The Special Conditions of the Contract shall supplement the ‘Detailed Notice Inviting Tender’ as contained in Section-1, ‘General Instructions to the Bidders’ as contained in Section-4 Part A, "General Commercial Conditions of the Contract" as contained in Section-5 Part A. Wherever there is a conflict, the provisions herein shall prevail over those in Section-1, Section-4 Part A and Section-5 Part A.

2. Instructions regarding technology solution-

2.1 Bidder shall submit along with the bid, the complete list of their OEM partners.

2.2 The bidder shall identify and supply solutions/ technology/ product/hardware/ server/software/equipment that have a clear road map from respective OEMs for the next 8 years w.e.f. date of submission of the bid and the same shall be submitted in the technical bid. Product offered shall not be nearing end of life within 8 years of date of bid submission.

2.3 The bidder shall have Teaming agreement with each of the OEM partners (including data base vendor) individually, 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 copies of the actual Teaming Agreement between the bidder and each of the partner companies shall have to be submitted along with the Technical bid. All such agreements shall be signed by the respective authorized signatories of the concerned companies. Teaming agreement format and minimum requirement is at Section 7(G).

2.4 Bidder shall submit a support Certificate from each of the OEM partners for their respective products proposed to be supplied through this tender to BSNL, for a period of 8 years from the date of commissioning, as per Section 7(H) of the tender document.

2.5 Bidder has to keep the AMC support current from all the OEMs during the contract period (including implementation, warranty and AMC period). In case it is noticed that bidder has not renewed the AMC services from any of the OEMs then BSNL shall be at liberty to renew the AMC contract directly from the respective OEM at the risk and cost of the bidder.

3. Hardware/Software/Database:

3.1 Dynamic Line Management (DLM) OEM shall provide a certificate that proposed application is commercially deployed on the quoted hardware and Operating System (OS) as on the date of bid submission.

3.2 All the software licenses supplied against this Tender Document shall be valid for the period (including extendable period) asked in the bid, without any limitations on use and shall be licensed in the name of BSNL. Licensing matrix shall be indicated for each of the applications.

3.3 Software version of the equipment being supplied must be indicated in the schedule of requirements as well as in other documentation. Bidders must quote for all necessary licenses required to meet out the tender requirements.

3.4 Certified and licensed copies of the application software required shall be supplied. Only supported Freeware software (i.e. Linux & Apache) that is supported by respective OEMs for the period of contract 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.

3.5 All the Software upgrades and/or patches required for the maintenance of the system supplied/shown in the roadmap for realization of the features stated in the Bid will be implemented without any additional cost at each site during the currency of the warranty & AMC and acceptance testing of the system may be done by BSNL after the implementation of Software upgrades/patches in each system.
3.6 Site references shall be verifiable and in case, needed, BSNL reserves the right to visit the reference site. BSNL team is at liberty to visit these live sites at its own cost for verification of the details submitted by the bidder for that particular site, however bidder shall be required to organize and co-ordinate the visit at referred site.

4. PERFORMANCE SECURITY

4.1 The Supplier/successful bidder shall furnish Performance Security to the Purchaser for an amount equal to 5% of the value of Advanced Purchase Order & valid for a minimum period of 36 months, within 14 days from the date of issue of Advance Purchase Order by BSNL. In case a bid is submitted by bidder in consortium, both, the bidder as well as OEM of Dynamic Line Management (DLM) for DSL Lines i.e. Consortium partner shall have to furnish separate Performance Bank Guarantees(PBGs), each for an amount equal to 5% of the value of the Purchase Order.

4.2 The successful bidder shall submit a Bank Guarantee (BG) for AMC, valid for a period of five and half years from the date of start of AMC before expiry of warranty. Performance Security will be released after submission of AMC PBG only. Amount of Bank Guarantee against AMC shall be equal to the average over five years of the sum of the values of the yearly AMC charges. In case successful bidder has submitted bid in consortium, both the bidder as well as OEM of DLM system for DSL Lines i.e consortium partner shall have to furnish separate AMC Performance Bank Guarantees (PBGs) each for an amount equal to the average of five years of the sum of the values of the yearly AMC charges.

5. 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., supplier together with complete details of the address of the supplier of the imported and indigenous equipments as part of the technical Bid.

6. Delivery schedule and time for commissioning

6.1 Ordering of the software licenses shall be done in 2 phases as below:

   6.1.1 Phase I
   (a) Hardware equipment along with 0.125 million DLM software licenses ordered.

   6.1.2 Phase II-
   (b) 0.125 million additional DLM software licenses shall be ordered after successful deployment of the phase I and completion of the validation testing, AT and integration to the BSNL system such that commercial use of the software is accomplished.

   6.1.3 Separate P.O.s shall be placed for the two phases. However, BSNL shall place only one APO covering both the Phases.

   6.1.4 The prices quoted by the bidder for Services (installation & Commissioning),

6.2 Delivery schedule for shall be as below-

   6.2.1 Phase I

   6.2.1.1 Equipment shall be supplied at site (without physical damages) within 75 days of the date of P.O.

   6.2.1.2 The equipment installation and Validation of the equipment (with licenses supplied under phase I) shall be carried out within 120 days of the PO.
6.2.1.3 The Acceptance testing and Commissioning of the equipment (including licenses supplied under phase I) shall be completed within 150 days from the date of P.O.

6.2.2 **Phase II**

6.2.2.1 The delivery of the licenses under phase II shall be done within 30 days of the placement of the P.O.

6.2.2.2 The acceptance testing and commissioning shall be completed within 60 days of the P.O. for the phase II.

6.2.3 The Validation/Acceptance Testing shall be conducted by a team nominated by BSNL.

6.2.4 In case there is delay in provisioning of Space, Electric supply, Router ports or any other 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.

7. **Validation:**

7.1 The systems/Equipments supplied and installed by the Bidders against the Purchase Orders placed on them shall be subjected to on-site validation by the team designated by BSNL during which the tests as per the Tender requirements shall be conducted.

7.2 Validation shall be conducted at one site only.

7.3 The successful bidder will submit the Validation test schedule and procedure (including but not limited to all test of features, Capacity test / quality testing, etc.) within 15 days of issue of PO. The test schedule and procedures for validation tests will be finalized by BSNL in consultation with the bidder.

7.4 The bidder shall make available software programs and testers required for carrying out the Validation tests as per the schedule.

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

8.1 The Selected Bidder shall submit the Acceptance test schedule within 15 days from issue of PO and BSNL shall finalize the same in consultation with the bidder.

8.2 BSNL designated unit shall offer equipment for acceptance testing to A/T team that will carry out the tests detailed in the acceptance test schedule to confirm that the performance of the different modules, subsystems, and entire installation satisfies the specified requirement of specifications including service performance.

8.3 Any components or modules failing during the acceptance tests shall be replaced at no additional cost to the Purchaser at site by the Selected Bidder.

8.4 After successful acceptance tests, designated unit shall declare the solution fit for deployment in BSNL network and commissioning shall be announced.

9. **Payment Terms:**

Payment shall be made in Indian Rupees. The payments schedule (applicable separately for Phase I and phase II orders) shall be as follows:

9.1.1 **Hardware and Software:** Payment terms for the hardware and Software shall be as below:

i. 40% on delivery after physical inspection (without any physical damage) of the hardware supplies and receipt of licensed copies of software.

ii. 40% after successful completion of Acceptance testing and commissioning.

iii. 20% after completion of 1 year of successful commissioning subject to satisfactory performance (warranty period)
9.1.2 **Payment terms for Services**

i. 60% on successful AT & Commissioning of solution at all the locations.
ii. Remaining 40% of services shall be paid after completion of warranty period of 1 year.

9.1.3 **Payment terms for AMC:**

i. No advance payment for AMC shall be made.
ii. AMC shall start after the completion of the warranty period.
iii. The entire AMC duration for a year will be divided in two half yearly segments.
iv. After successful completion of the AMC period of 6 months, 100% payment after making due adjustment towards SLA penalties will be made based on the half yearly bills submitted.
v. It has to be ensured by the bidder that it has back to back AMC agreements with all associated vendors. The copy of the agreements shall be supplied at the time of signing the AMC contract.

10. **Training**

Bidder shall provide 24 man-days training (i.e. 8 persons for 3 days) to BSNL officers at site DLM equipment location.

11. **Warranty**

11.1 The warranty of the stores/ equipment supplied shall be for a period of twelve months from the date of commissioning.

11.2 During the warranty period, all obligations of AMC including SLA penalties etc. shall be fulfilled by the bidder.

12. **Operation & Maintenance during warranty period**

12.1 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.

12.2 The Bidder shall deploy minimum two persons on-site for O&M purpose at the Central system management location.

12.3 BSNL reserves the right to hire the requisite operational manpower beyond warranty period also at the same rate on pro-rata basis.

12.4 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. The Bidder shall also help BSNL to put into practice maintenance schedules viz opening of appropriate registers for log, test schedule and performance and fault recording.

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

13.1 AMC shall come into effect after completion of warranty period and shall remain valid for five years. Warranty of equipment/ Units/ terminals shall start from the date of commissioning.

13.2 Terms and conditions of AMC shall be applicable during Warranty period including imposition of penalties except that no charges for services provided under Warranty/ extended warranty shall be payable. Amount for penalties will be deducted from the
pending payments against supplies or if that amount is insufficient then by invoking the PBG available against supply or AMC or from the charges due for AMC.

13.3 It shall be mandatory for the bidders to undertake the Annual maintenance contract for five years to be signed at the time of acceptance of APO for entire quantity proposed to be ordered. The selected bidder has to submit a signed copy of the AMC agreement along with the A.P.O.

13.4 For this purpose the bidder shall quote all inclusive Comprehensive AMC charges for each year. However, service tax shall be paid extra as applicable. AMC charges shall be included in evaluation of price bid, by applying a discounted rate of 12% per year to arrive at the NPV (Net Present Value). The quote for AMC should be as a % (percent) of equipment cost(excluding duties and taxes CENVAT-able i.e. net cost to BSNL) and it is mandatory to quote yearly charge in Rs. in a column in Section-9 of tender document.

13.5 The Bidder shall quote the cost of AMC for a period of 5 years for all the elements as a percentage of the quoted equipment cost for each of the 5 years. Minimum AMC % to be quoted is 5%. In case the bidder quotes the AMC % less than 5% in any year than the minimum 5% AMC cost shall be considered for the purpose of the evaluation. However the bidder shall be paid as per the actual AMC quoted by them.

13.6 The bidder shall submit a performance bank guarantee towards fulfillment of obligations under AMC, as per clause 4.2 above. The PBG shall be submitted at least two months in advance of date of start of AMC. The PBG shall be valid for a period of five and half years to cover half year over and above the five years AMC period. The PBG shall be extendable for a further period as required if there is any delay in start of AMC for any reason. For the additional equipment, the amount of PBG shall be increased at the same rate as indicated above, within a time period of one month of the date of such equipment getting covered under AMC.

13.7 The Performance Bank Guarantee against the P.O. will be released only after submission of PBG against AMC in each Circle and fulfillment of other obligations of AMC or P.O. which are pre-requisite for release of the PBG.

13.8 For the services rendered during the half-year, the payment shall be made at the end of each half year, normally within a period of 21 days from the date of submission of bills duly certified by the concerned unit.

13.9 The UPS/Inverters shall not be treated as consumables and any replacement or repair required to ensure their specified performance and capacity during their life time shall be the responsibility of the Supplier. 6 years for the UPS battery shall be taken as their effective life. During this lifetime, warranty/AMC shall be applicable and any replacement of any set/cells shall be done by the Bidder so that the capacity/performance be maintained till the end of designated life.

13.10 The successful bidder shall be required to enter into Annual Maintenance Contract with the purchaser for a period of 5 years after the warranty period as per AMC Agreement given in Section-5 Part-C.

14. Faults, Severity level, SLA and Penalties:

i. 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:

<table>
<thead>
<tr>
<th>Severity level</th>
<th>Fault Definition</th>
<th>Restoration Time</th>
<th>Penalty for delay in fault restoration per occasion beyond permissible restoration time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>i. Failure/ Malfunction of critical elements causing non availability of any of the services delivered by the system.</td>
<td>6 Hours.</td>
<td>Rs 20,000/- per 6 hour delay or part thereof.</td>
</tr>
</tbody>
</table>

Tender for procurement of Dynamic Line Management software for BSNL ADSL Network
ii. Operation and maintenance personnel not able to interact with the system with the help of Man Machine commands

<table>
<thead>
<tr>
<th>Item</th>
<th>Maximum permissible time</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>GUI Operation</td>
<td>12 hours</td>
<td>Delay beyond 12 hours shall invite penalty of INR 1000 per hour per item</td>
</tr>
</tbody>
</table>

24 Hours. Rs 10,000/- per 12 hour delay or part thereof.

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

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

iv. **Dynamic DSL Line Management System** shall be able to facilitate following:

- **GUI Operation**: Maximum permissible time 12 hours. Penalty: Delay beyond 12 hours shall invite penalty of INR 1000 per hour per item.

v. 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.

vi. 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.

vii. **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 above) shall be levied.

15. The Bidder shall furnish an unequivocal, unqualified and irrecoverable undertaking along with the Bid to the effect that:

"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”.

16. **Technical audit of system**-The Purchaser reserves the right to carry out technical audit of the system 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 during the period of the contract.

17. **Compliance to Applicable Law**

17.1 **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 both for Package-I & Package-II, 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.

17.2 **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.

17.3 **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.
Section 5 Part C

Draft ANNUAL MAINTENANCE CONTRACT
FOR DYNAMIC LINE MANAGEMENT SOLUTION

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 supply, installation, commissioning & Annual Maintenance of Dynamic Line
Management system equipment 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 FIVE 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 & upgradation of the software/hardware systems, equipments and parts thereof and BSNL shall not be liable to interact with any of the partners/ collaborators or subcontractors of the 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 assessed 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 advice.

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 in-charge of BSNL on monthly basis and maintain a proper record of such feedback in the form of History Sheets. These Sheets shall be made available to the technical experts nominated by the 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 proformas 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, normally within 21 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:

<table>
<thead>
<tr>
<th>Severity level</th>
<th>Fault Definition</th>
<th>Restoration Time</th>
<th>Penalty for delay in fault restoration per occasion beyond permissible restoration time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>iii. Failure/ Malfunction of critical elements causing non availability of any of the services delivered by the system.</td>
<td>6 Hours.</td>
<td>Rs 20,000/- per 6 hour delay or part thereof.</td>
</tr>
<tr>
<td></td>
<td>iv. Operation and maintenance personnel not able to interact with the system with the help of Man Machine commands</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>iii. Failure of stand by card/ unit /server not affecting the service in any way.</td>
<td>24 Hours.</td>
<td>Rs 10,000/- per 12 hour delay or part thereof.</td>
</tr>
<tr>
<td></td>
<td>iv. Any fault / malfunction / event not covered under fault definition having no impact on services to the customer.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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. **Dynamic DSL Line Management System** shall be able to facilitate following:

<table>
<thead>
<tr>
<th>Item</th>
<th>Maximum permissible time</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>GUI Operation</td>
<td>12 hours</td>
<td>Delay beyond 12 hours shall</td>
</tr>
</tbody>
</table>

Tender for procurement of Dynamic Line Management software for BSNL ADSL Network
14.5. 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.

14.6. 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  ______________________

Tender for procurement of Dynamic Line Management software for BSNL ADSL Network
SECTION-6

UNDEARTAKING & DECLARATION

6(A) - For understanding the terms & condition of Tender & Spec. 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 work at the rates quoted by us in the tender form.

2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.

b) The tenderer 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/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date: .................... ..................................................

Signature of Tenderer

Place: ............... Name of Tenderer .................................

Along with date & Seal
6(B) – NEAR-RELATIONSHIP CERTIFICATE:

(Format of the Certificate to be given as per the clause 34.4 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)

The format of the certificate to be given is "I..............s/o..............r/o................hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me."

Signature of the tenderer
With date and seal
SECTION- 7

PROFORMAS

7(A) For the BIDSECURITY/ EMD Guarantee

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

Sub: Bid Security/EMD guarantee.

Whereas M/s ........................................................... R/o ................................................ (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 BSNC) for participation in the tender of work of ........................................................................ vide tender no. ...............................................................

Now at the request of the Bidder, We ...................................................... Bank ...................................................... Branch having ................................................................. ...... ...................................................... (Address) and Regd. office address as ...... ................................................................. ...... ...... ...... ...... (Hereinafter called ‘the Bank”) agrees to give this guarantee as hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNC 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 BSNC 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 BSNC 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 BSNC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNC 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 BSNC that the BSNC 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 BSNC 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 BSNC or any indulgence by the BSNC 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 BSNC 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 BSNC 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 .................................
7(B)  For the Performance Guarantee
(To be typed on Rs.100/- non-judicial stamp paper)

Dated:..................  

Sub: Performance guarantee.

Whereas DGM (MM) BSNL CO, Delhi R/o .............................................(hereafter referred to as BSNC) has issued an APO no. ................. Dated ....../....../20.... awarding the work of .......... ... .......................................................... to M/s .......................................................... R/o .......................................................... (hereafter referred to as “Bidder”) and BSNC has asked him to submit a performance guarantee in favour of DGM(MMT) BSNL CO, Delhi of Rs. ...................../- (hereafter referred to as “P.G. Amount”) valid up to ....../....../20......(hereafter referred to as “Validity Date”)

Now at the request of the Bidder, We .............................................. Bank .................................................. 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 BSNC that if in the opinion of the BSNC, 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 thereunder, the Bank shall on demand and without any objection or demur pay to the BSNC the said sum limited to P.G. Amount or such lesser amount as BSNC may demand without requiring BSNC 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 BSNC shall be conclusive as regards the liability of Bidder to pay to BSNC 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 BSNC 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 BSNC 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 BSNC 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 BSNC or any indulgence by BSNC 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 BSNC 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 BSNC 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 .........................................
7 (C) For Letter of Authorization for attending Bid Opening Event.

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

**Subject:** Authorization for attending Bid opening

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

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

........................................
Signature of the Representative
........................................ Signature of Bidder/ Officer authorized to sign
Name of the Representative on behalf of the Bidder

........................................
Signature of the alternative Representative

Name of the alternative Representative

Above Signatures Attested

**Note 1:** Only one representative will be permitted to attend the Bid opening

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.
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 alongwith the additional BG within ten days of the issue of this letter failing which the contract will be cancelled at your risk and expense without any further reference to you. This letter shall form part and parcel of the agreement/ contract/ APO/ PO and all other terms & conditions of the contract remain unaltered.

Yours faithfully,

(................................................)

for and on behalf of...........

Note : The entries which are not applicable for the case under consideration are to be deleted.
7(E)-  Model Amendment Letter for Extension of Delivery Period
Appendix (ii) to clause 15.3 of Section-5 Part A

Registered Acknowledgement Due

Address of the purchaser

To

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

Sub : This office contract no............. dated ............ placed on you for supply of ............... Ref : 1. Your letter no.......................... dated ............... requesting DP extension

2. This office letter no. .................... dated ........ intimating conditions for DP extension

3. Your letter no.......................... dated ........ accepting the conditions for DP extension

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

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

(a) Liquidated damages shall be levied in accordance with agreed clause 16.2 & 16.3 Section-5 Part A of terms and conditions of the tender/ PO.

(b) Notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery/ completion of work shall be admissible on such of the said goods as are delivered after the said date as per clause 12 Section- 5 Part A.

(c) The prices during this extended delivery period shall be governed as per clauses 12 and 24 of Section-5 Part A and shall be finalized in accordance with current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no. .............) from the date of its opening, on whichever is lower basis.

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

Yours faithfully,

(........................)

for and on behalf of............

Copy to :

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

(All concerned)

Note:- The entries which are not applicable for the case under consideration are to be delete
SECTION 7 (F) Consortium Agreements
(on non-judicial stamp paper of minimum of INR 100/-)

In compliance to Clause No. ......of Tender No. dated , a consortium has been formed on <Date> between <Bidder’s Name> and OEM of Dynamic line management solution to meet various eligibility criteria specified in the Tender under reference and provide solution as per the tender requirement.

It has been agreed with the OEM of Dynamic Line Management (for DSL) solution that <Bidder’s Name> is designated to submit the Bid on behalf of this consortium and henceforth called as lead Bidder/bidder. It is also confirmed that both the bidder and OEM of DLM for DSL Network (consortium partner) 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. (“Lead Bidder” and “Bidder” has been used interchangeably).

It has been agreed that both the bidder as well as OEM of DLM for DSL Network (Consortium partner) will furnish separate Performance Bank Guarantees (PBGs), each for an amount equal to 5% of the value of Purchase Order as per tender.

It has also been agreed that the in its capacity as Bidder, <Bidder’s Name> will interact with BSNL for all obligations, however both the bidder and OEM of DLM for DSL Network (consortium partner) shall be jointly and severally responsible for the execution of the contract including post execution maintenance (AMCs).

The details of Bidder and various and consortium partners are as under:-

<Bidder Name>: - <Details containing Registered office & correspondence address>
<Consortium Partner 1>: - <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.

<table>
<thead>
<tr>
<th>For &lt;Bidder’s Name&gt;</th>
<th>For &lt;Consortium Partner&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Authorized Signatory</td>
<td></td>
</tr>
<tr>
<td>Name:—</td>
<td>Name:—</td>
</tr>
<tr>
<td>Designation:—</td>
<td>Designation:—</td>
</tr>
<tr>
<td>Contact Phone:—</td>
<td>Contact Phone:—</td>
</tr>
<tr>
<td>Email-ID:—</td>
<td>Email-ID:—</td>
</tr>
<tr>
<td>Date:—</td>
<td>Date:—</td>
</tr>
<tr>
<td>Witness-1</td>
<td></td>
</tr>
<tr>
<td>Signature:—</td>
<td>Signature:—</td>
</tr>
<tr>
<td>Name:—</td>
<td>Name:—</td>
</tr>
<tr>
<td>Designation:—</td>
<td>Designation:—</td>
</tr>
<tr>
<td>Contact Phone:—</td>
<td>Contact Phone:—</td>
</tr>
<tr>
<td>Email-ID:—</td>
<td>Email-ID:—</td>
</tr>
<tr>
<td>Date:—</td>
<td>Date:—</td>
</tr>
<tr>
<td>Witness-2</td>
<td></td>
</tr>
<tr>
<td>Signature:—</td>
<td>Signature:—</td>
</tr>
<tr>
<td>Name:—</td>
<td>Name:—</td>
</tr>
<tr>
<td>Designation:—</td>
<td>Designation:—</td>
</tr>
<tr>
<td>Contact Phone:—</td>
<td>Contact Phone:—</td>
</tr>
<tr>
<td>Email-ID:—</td>
<td>Email-ID:—</td>
</tr>
<tr>
<td>Date:—</td>
<td>Date:—</td>
</tr>
</tbody>
</table>
SECTION 7 (G)

Teaming Agreement

**Bidder & OEM (s) 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. Benchmark Reports on Supported Platforms
11.17. Guaranteed response times for typical OLTP and batch transactions on various configurations of the suggested hardware (if applicable).
11.18. Product Road Map document
11.19. 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 (H)
(Support Certificate)

(To be given by all OEMs of DLM solution including Hardware)

To

DGM MM
BSNL CO New Delhi

Subject: Support for Implementation and AMC of Dynamic Line Management for DSL Lines

Sir,

This is to certify that the following hardware/software, for which we M/s …………… are the OEM, has been quoted in bid of M/s ……………..(name of the bidder).

<table>
<thead>
<tr>
<th>S.N.</th>
<th>All Hardware/ Network/ Software System</th>
<th>Model/ Version</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>...</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 Design, Planning, Engineering, Supply, Installation, customization, commissioning, integration with DSLAM & Outdoor DSL network of BSNL as well as BSNL OSS system, training, Operation and Maintenance for the entire project period which includes one year warranty and five year AMC.

2. Support for Patches updates and upgrades shall be made available as per terms and conditions during warranty (one year) and AMC (5 years) on 24 X 7 basis from the date of commissioning.

3. Applications shall be supported on the quoted platform (including OS and quoted Database) for the next 8 years with effect from the date of project completion, and that patches, release, updates and upgrades shall be made available on this platform (including OS and quoted Database) for this period.

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

Authorized signatory of OEM/
Country Manager of OEM
Name and Designation
Contact details: Ph Number, email
Address-

Authorized signatory of Bidder

Tender for procurement of Dynamic Line Management software for BSNL ADSL Network

Page 80 of 121
SECTION 7 (I) (Sizing Certificate)

(To be given by OEM of DLM Software/ equipment)

ON THE OEM’S LETTER HEAD

To
DGM MM
BSNL CO New Delhi

Subject: Certificate from OEM about sizing of hardware for DLM application, regarding.

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

A. Production Sizing

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Application Software Name</th>
<th>Application Version</th>
<th>Hardware Required(Core Clock speed, type/make, RAM &amp; soft/hard partition)</th>
<th>Platform Details including OS with version &amp; Database with version</th>
<th>Licenses Required (for software OEM)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. Test & Development, Simulation Sizing: This shall include Cores/RAM/HDD etc for T&D server with class of Cores i.e. DC class or edge class.

C. Training server sizing is to be given separately in a similar manner.

2. This is to also to certify that this application has been benchmarked on class/ family of the quoted hardware as on date.

___________________________
Signature of Authorized signatory of OEM

Name
Designation

___________________________
Signature of Authorized signatory of Bidder

Name
Designation
SECTION 7 (J)

To
DGM MM
BSNL CO New Delhi

Subject: Undertaking/Certificate from OEM of server, Operation System (OS) and Application software for commercially in operation.

We hereby Certified/undertake that the Hardware solution (make/model), for which our company, M/s ................. is the OEM, and Operating System ( OS version/model ) for which M/s ................. is the OEM, quoted in the bid of M/s ..........., is commercially in operation.

Signature of Authorized signatory of OEM (OS)
Name
Designation and contact details (Email, contact number, address)

Signature of Authorized signatory of OEM (Server hardware)
Name
Designation and contact details (Email, contact number, address)

Authorized signatory of Bidder
SECTION 7 (k)

(On the client letter head)

To,
<__________________________>

Subject: Certificate from client for commercially deployed DLM solution

I, Mr/Mrs. ____________, (name & Designation) on behalf of M/s ____________ (operator name) hereby certified that M/s ____________ (operator name) is an operator in the country _______ with corporate address _________.

I, Mr/Mrs. ____________, (name & Designation) on behalf of M/s ____________ (operator name) hereby certify that the following information regarding experience as given in table-1 of M/s ____________ (bidder/OEM name) and provenness of product deployed in my network as given below are correct.

Table-1 for Experience

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Site address</th>
<th>Site Incharge (email &amp; contact number)</th>
<th>customer base (Size of the network)</th>
<th>Date of commercial commissioning of DLM solution</th>
<th>Size of network No of DSL lines under DLM monitoring</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The installed and commissioned DLM solutions as mentioned above are working satisfactorily.

Signature of Client with stamp
Name
Designation
Contact Address
Email-
Contact number

Tender for procurement of Dynamic Line Management software for BSNL ADSL Network
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.:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name</th>
<th>Father’s Name</th>
<th>Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Name of the tendered Item</th>
<th>Qty that can be supplied by the firm within scheduled delivery period.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Suggestion for improvement of the tender document.

Place...................  Signature of contractor ..................

Date ...................  Name of Contractor ..........................
SECTION-9 Part-A
BID FORM

To

From,

<complete address of the purchaser><complete address of the Bidder>

Bidder’s Reference No:…………………………... ...Dated………………

Ref: Your Tender Enquiry No. ......................................dated ..............

1. Having examined the above mentioned tender enquiry document including amendment/clarification/addenda Nos. ...................... dated .................. ..........the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver.............................................. in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.

2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

3. We agree to abide by this Bid for a period of ..........days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.

4. We understand that you are not bound to accept the lowest or any bid, you may receive.

5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.

6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).

7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

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

Signature ........................................
Witness 
Name ...........................................
Signature........................................
In the capacity of ..............................
Name ........................................
Duly authorized to sign the bid for and on behalf of ..............................................
## SECTION-9 Part-B
### Part I - Price Schedule for Indigenous Equipment

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item description</th>
<th>Total Qty.</th>
<th>Ex-factory Price (Basic Unit Price exclusive of all levies &amp; charges)</th>
<th>Excise Duty</th>
<th>Sales Tax</th>
<th>F.F. Pkg &amp; I</th>
<th>Other levies &amp; charges, if any</th>
<th>Unit Price (all inclusive (4+6+8+10+11)</th>
<th>Duties &amp; Taxes CENVAT-able on unit price</th>
<th>Unit Price excluding Duties &amp; Taxes CENVAT able</th>
<th>Total Price Inclusive of all levies &amp; charges excluding Duties &amp; Taxes CENVAT (3X14)</th>
<th>Discount offered, if any</th>
<th>Total discounted price excluding Duties &amp; Taxes CENVAT-able (15-16)</th>
<th>E.D. Tariff Head</th>
<th>Import content</th>
<th>Percentage (%) of Customs duty</th>
<th>Customs Tariff Head</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Dynamic Line Management Software (with components etc.)</td>
<td>0.25 million</td>
<td></td>
<td>Amt</td>
<td>%</td>
<td>Amt</td>
<td>%</td>
<td>Amt</td>
<td>1</td>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15</td>
<td>16</td>
<td>17</td>
<td>18</td>
<td>19</td>
</tr>
<tr>
<td>2</td>
<td>DLM hardware (servers) in 1+1 redundancy</td>
<td>One set</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Tender for procurement of Dynamic Line Management software for BSNL ADSL Network
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Other items</td>
<td>One set</td>
</tr>
<tr>
<td>4</td>
<td>Printers</td>
<td>One</td>
</tr>
<tr>
<td>5</td>
<td>Services (for installation &amp; commissioning)</td>
<td>One set</td>
</tr>
<tr>
<td>6</td>
<td>Operation and maintenance for 1 year</td>
<td>One set</td>
</tr>
<tr>
<td>7</td>
<td>Annual maintenance contract</td>
<td></td>
</tr>
<tr>
<td>7.1</td>
<td>AMC charges for 1st year</td>
<td></td>
</tr>
<tr>
<td>7.2</td>
<td>AMC charges for 2nd year</td>
<td></td>
</tr>
<tr>
<td>7.3</td>
<td>AMC charges for 3rd year</td>
<td></td>
</tr>
<tr>
<td>7.4</td>
<td>AMC charges for 4th year</td>
<td></td>
</tr>
<tr>
<td>7.5</td>
<td>AMC charges for 5th year</td>
<td></td>
</tr>
</tbody>
</table>

**Note:**

1. “We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the MODVAT SCHEME introduced w.e.f. 1st March 1986 and further extended on more items till date”.
2. If Annual maintenance Contract charges are required to be quoted as per SOR, basic charges should be shown in column-4 & the service tax in column 11 & 13.
3. “We hereby certify that E.D/Customs Tariff Head shown in column 18/21 are correct & CENVAT Credit for the amount shown in column 13 above are admissible as per CENVAT Credit Rules 2004”.

4. The bidder shall quote separately for hardware and software as per special conditions of contract.

5. The bidder submitted the offer with concessional E.D/sales tax shall submit the proof of applicable concessional ED/Sales Tax.

6. The cost of items at Sr. No. 5, 6, 7 shall be calculated as fixed percentage of cost of the equipment (Sr.No. 1,2,3,4). This calculated percentage shall be used at the time of placement of purchase orders of phase I and Phase II to split the cost of each of the items (under sr. no. 5,6,7) in phase I and phase II.
## Part II - Price Schedule for Imported Equipment

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Item description</th>
<th>Total Qty.</th>
<th>Ex-factory Price (Basic Unit Price exclusive of all levies &amp; charges)</th>
<th>Unit price per Unit CIF</th>
<th>Custom Duty</th>
<th>Sales Tax</th>
<th>Pkg &amp; Inland freight</th>
<th>Other levies &amp; charges, if any</th>
<th>Price per Unit for site (all inclusive) (4B+6+8+10+11)</th>
<th>Duties &amp; Taxes CENVAT-able on unit price</th>
<th>Unit Price excluding Duties &amp; Taxes CENVAT-able (12-13)</th>
<th>Total Price Inclusive of all levies &amp; charges excluding Duties &amp; Taxes (3X14)</th>
<th>Discount offered, if any</th>
<th>Total discounted price excluding Duties &amp; Taxes CENVAT-able (15-16)</th>
<th>Customs Tariff Head</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Dynamic Line Management Software (with components etc.)</td>
<td>0.25 million</td>
<td>4A</td>
<td>4B</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15</td>
</tr>
<tr>
<td>2</td>
<td>DLM hardware (servers) in 1+1 redundancy</td>
<td>One set</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Other items</td>
<td>One set</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Printers</td>
<td>One</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Services (for installation &amp; Commissioning)</td>
<td>One set</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Operation and maintenance for 1 year</td>
<td>One set</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Annual maintenance contract</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>AMC charges for 1st year</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>AMC charges for 2nd year</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>AMC charges for 3rd year</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>AMC charges for 4th year</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>AMC charges for 5th year</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note:
1. "We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the MODVAT SCHEME introduced w.e.f. 1st March 1986 and further extended on more items till date”.
2. If Annual maintenance Contract charges are required to be quoted as per SOR, basic charges should be shown in column-4B & the service tax in column 11 & 13.
3. "We hereby certify that E.D/Customs Tariff Head shown in column 18 are correct & CENVAT Credit for the amount shown in column 13 above are admissible as per CENVAT Credit Rules 2004”.
4. The bidder shall quote separately for hardware and software as per special conditions of contract.
5. The bidder submitted the offer with concessional E.D/sales tax shall submit the proof of applicable concessional ED/Sales TAX.
6. The cost of items at Sr. No. 5, 6, 7 shall be calculated as fixed percentage of cost of the equipment (Sr.No. 1,2,3,4). This calculated percentage shall be used at the time of placement of purchase orders of phase I and Phase II to split the cost of each of the items (under sr. no. 5,6,7) in phase I and phase II.
Section 10

DRAFT AGREEMENT WITH REGARD TO SECURITY REQUIREMENTS

This AGREEMENT is made and entered into at New Delhi on this the _____________ day of _______________, 2015

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 Centre 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.


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 TSP’s 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 compromisation of TSP Systems or TSP Information, while meeting out the obligations under the Contract.
f) use reasonable endeavours to ensure that personal files which contain information, data or media with no relevance to the purpose, are not stored on TSP building servers or TSP centralised storage facilities or TSP Systems.

5.3 If TSP has provided the Vendor with Access to the Internet/Intranet, the Vendor shall, and shall ensure that the Contract Personnel, access the Internet/Intranet appropriately. It is the Vendor’s responsibility to ensure that practical guidance on internet and email abuse (as amended) is communicated to the Contract Personnel from time to time.

5.4 The Vendor shall ensure that all Contract Personnel, subject to the Clauses headed “Regulatory Matters” and “Confidentiality” comply with classifying and handling of Information.
5.5 Any security software procured by the Vendor shall be used by the Vendor without modification, unless there is an essential need to do so, in which case appropriate controls shall be applied and the agreement of TSP Group Security sought.

6. **Access to Vendor Systems**

6.1 If Contract Personnel is granted Access to Vendor Systems having bearing on TSP data, information or network, the Vendor shall:

a) ensure each individual has a unique user identification and password known only to such individual for his/her sole use.
b) promptly provide to TSP such reports as TSP shall from time to time require, concerning the Vendor’s use and security of access to Vendor Systems.
c) allow Access only to the minimum extent required to enable the Contract Personnel perform their duties.
d) allow Access using a secure login process.
e) establish and implement formal procedures to control the allocation and de-allocation of Access rights.
f) ensure that the allocation and use of enhanced privileges and access to sensitive tools and facilities in Vendor Systems are controlled and limited to only those users who have a business need.
g) ensure that the allocation of user passwords to Vendor Systems that hold or access TSP Information is controlled through a formal auditable management process.
h) provide processes to demonstrate that remote and home working activities are only permitted where Authorised by TSP and subject to appropriate security controls within the Vendor’s organisation including but not limited to remote Access by users being subject to strong authentication.
i) demonstrate that users follow security best practice in the management of their passwords.
j) implement a password management system which provides a secure and effective interactive facility that ensures quality passwords.
k) ensure that user sessions are terminated after a defined period of inactivity.
l) ensure that audit logs are generated to record user activity and security-relevant events and securely managed and retained with nil ability on the part of the Vendor to allow any un-authorised access or amendment to the audit logs. Such audit logs must be maintained for future reference for a period of at least one year.
m) ensure that monitoring of audit and event logs and analysis reports for anomalous behaviour and/or attempted unauthorised access are performed by Vendor’s staff independent of those users being monitored.
n) make available audit logs where required by TSP for review.
o) ensure all systems holding, processing or accessing TSP Information shall be hardened as per industry standards.
p) ensure that to the extent possible, development, test and live environments are segregated from each other and the other work areas in Vendor buildings.
q) implement controls to detect and protect against malicious software and ensure that appropriate user awareness procedures are implemented.
r) ensure that Vendor has in relation to all Vendor Systems formal security incident management procedures with defined responsibilities.
s) ensure that any unauthorised software is identified and removed from Vendor Systems holding, processing or accessing TSP Information.
t) ensure that Access to diagnostic and management ports as well as diagnostic tools are securely controlled to TSP’s reasonable satisfaction.
u) ensure that Access to Vendor’s audit tools shall be restricted to Relevant Contract Personnel and their use is monitored.
v) Ensure that data gathered after running audit tool is properly protected.
w) perform enhanced independent code reviews (including penetration testing) on all Vendor Systems, as a part of the Vendor’s security development lifecycle (SDL).

6.2 The devices which use proprietary encryption technique 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 Reports

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

(a) DLM Hardware & Software 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 swithen cryption disabled
v. Hijacking outgoing calls in network swith encryption enabled
vi. Hijacking incoming calls in network swith encryption disabled
vii. Hijacking incoming calls in networks with encryption enabled
viii. Suppressing encryption between the target user and the intruder
ix. Suppressing encryption between target user and the true network

7.6 DataFlowAttacks

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 up-to-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
2\textsuperscript{nd} Floor, Bharat Sanchar Bhavan
HC Mathur Lane
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 HEREINBETWEEN WRITTEN TO BE EFFECTIVE FROM THE DATE FIRST MENTIONED ABOVE

SIGNED for and on behalf of Bharat Sanchar Nigam Limited

............................................
Signature

............................................
Name

............................................
Position

............................................
Witness Signature

............................................
Name & Address

SIGNED for and on behalf of [●]

............................................
Signature

............................................
Name

............................................
Position

............................................
Witness Signature

............................................
Name & Address
Appendix I

List of Test and Certification Agencies (Third Parties) in various countries who may take up the regular Technical Audit of Networks and Security Certification.

The List is indicative and TSP may use the services of other Network Audit and Security Certification agency also.

CC Evaluation Labs

Australia and New Zealand

1. **Computer Sciences Corporation (CSC)**  
   http://www.csc.com/security/offerings/26694-common_criteria_at_csc  
   Contact: Andrew Coggle  
   212 Northbourne Avenue  
   Braddon ACT 2612  
   Tel: +61 2 6246 8000  
   Fax: +61 2 6246 8181  
   E-mail: aisef@csc.com.au  
   Web: http://www.csc.com/commoncriteria

2. **Logica**  
   Contact: Bruce Legge  
   1 Torrens Street  
   BRADDON ACT 2612  
   Tel: +61 2 6246 1900  
   Fax: +61 2 6262 8827  
   E-mail: aisef.au@logica.com  
   Web: http://www.logica.com/au

3. **Startsec**  
   http://www.stratsec.net/Home  
   Contact: Aleks Lubiejewski  
   Unit 1, 50 Geils Court  
   DEAKIN ACT 2600  
   Tel: +61 2 6260 8878  
   Fax: +61 2 6260 8828  
   E-mail: lab@stratsec.net  
   Web: http://www.stratsec.net

Germany

1. **CSC Deutschland Solutions GmbH**  
   Contact: Herrn Dr. Goswin Eisen  
   Sandstr. 7-9  
   80335 München  
   Telefon: +49 89.5908.6504  
   Fax.: +49 89.5908.6503  
   E-Mail: geisen@csc.com  
   Web: http://www.csc.com/security/ds/11371/15880-german_laboratory_experience

2. **atsec information security GmbH**  
   http://www.atsec.com/us/addresses-contact.html
Contact: Gerald Krummeck  
Steinstr. 70  
81667 München  
Telefon: 089 44249-830  
Fax: 089 44249-831  
E-Mail: gerald@atsec.com  
Web: http://www.atsec.com

**United Kingdom**

1. **EDS**  
http://h10134.www1.hp.com/

2. **Logica**  
www.logica.com

3. **SiVenture**  
http://www.siventure.com

**USA**

1. **Arca Common Criteria Testing Laboratory**  
http://www.savvis.net/en-US/Pages/Home.aspx  
Contact: Pete Feeney  
45901 Nokes Boulevard  
Sterling, VA 20166  
Tel: +1 703-667-6684  
Fax: +1 509-691-7440  
Mobile: +1 703-999-1075  
E-mail: arca-cctl@savvis.net

2. **CygnaCom Solutions’ Security Evaluation Laboratory**  
http://www.cygnacom.com/labs/common-criteria/index.htm  
Contact: Ms. Nithya Rachamadugu  
7925 Jones Branch Drive, Suite 5200  
McLean, VA 22102-3305  
Tel: +1 703.270-3563  
Tel: +1 858-509-0180  
Fax: +1 703-848-0985  
E-mail: selinfo@cygnacom.com  
Web: http://www.cygnacom.com

3. **SAIC Common Criteria Testing Laboratory**  
http://www.saic.com/infosec/testing-accreditation/common-criteria.html  
Contact: Robert L. Williamson  
Ctr. for Information Security Tech. SAIC  
7125 Columbia Gateway Drive, Suite 300  
Columbia, MD 21046  
Tel: +1 410-953-6819  
Fax: +1 410-953-7001  
E-mail: robert.l.williamson.jr@saic.com  
Web: http://www.saic.com

4. **Computer Sciences Corporation (CSC)**  
http://www.csc.com/security/offerings/26694-common_criteria_at_csc  
Contact: Charles Nightingale  
7231 Parkway Drive  
Hanover, Maryland 21076

---

Tender for procurement of Dynamic Line Management software for BSNL ADSL Network
5. **Booz Allen Hamilton Common Criteria Testing Laboratory**
   900 Elkridge Landing Road, Suite 100, Linthicum, MD 21090
   http://www.boozallen.com/doingbusiness/contractvehicles/gmacs/alliant/alliant/
   3844966/38470558

6. **COACT Inc. CAFE Laboratory**
   9140 Guilford Road
   Suite N, Columbia, MD 21046-2585
   http://www.coact.com/
   7 DSD Information Assurance Laboratories (DIAL)
   1160 Johnson Ave.
   Suite 101, Bridgeport, WV 26330
   http://dsdial.com/

8. **InfoGard Laboratories, Inc.**
   709 Fiero Lane
   Suite 25, San Luis Obispo, CA 93401
   http://www.infogard.com/

**Taiwan (not from CC portal)**
1. Telecom Technology Center, Taipei, Taiwan
   http://www.ttc.org.tw/english/its_e.asp
   http://www.ttc.org.tw/english/its_e_01.asp

**The Netherlands**
1. **Brightsight IT Security Evaluation Facility**
   Contact: Mr. Dirk-Jan Out
   Delftechpark 1
   2628 XJ Delft
   The Netherlands
   Telefon: +31 15 269 25 00
   Fax: +31 15 269 25 55
   E-Mail: info@brightsight.com
   Web: http://www.brightsight.com

**Israel**
1. ALTAL Security Consulting, Israel

**Canada**
1. Electronic Warfare Associates (EWA), Canada
   http://www.ewa-canada.com/

**Routers Tested as per CC:**
1. **Cisco Routers**

   *Cisco Systems Routers (800, 1700, 1800, 2600XM, 2800, 3700, 3800, and 7200 running Cisco IOS Release 12.4(11)T2; 7300, 7400, and 7600 running Cisco IOS Release 12.2(18) SXF8;10000 and 12000 running 12.0(32)s7) and Cisco Secure ACS version 4.1.2.12*

   TOE evaluation was sponsored by Cisco Systems, San Jose
   Evaluation was carried out by: “Arca Common Criteria Testing Laboratory”
2. **Juniper Routers**  
Juniper Networks J-Series Family of Service Routers running JUNOS 7.3R2.14  
ST was prepared by:  
Science Applications International Corporation (SAIC)  

Common Criteria Testing Laboratory  
7125 Columbia Gateway Drive, Suite 300  
Columbia, MD 21046  
http://www.saic.com/  
Evaluation was carried out by:  
Science Applications International Corporation(SAIC)  
Common Criteria Testing Laboratory  
7125 Columbia Gateway Drive, Suite 300  
Columbia, MD 21046  
http://www.saic.com/  

VoIP equipments tested as per CC:  

1. **AVAYA VoIP PBX System**  
ST prepared by:  
*CSC Deutschland Solutions GmbH*  
Contact: Herrn Dr. Goswin Eisen  
Sandstr. 7-9  
80335 München  
Telefon: +49 89.5908.6504  
Fax.: +49 89.5908.6503  
E-Mail: geisen@csc.com  
Web: http://www.csc.com/security/ds/11371/15880-german_laboratory_experience  
Evaluated by:  
*CSC Deutschland Solutions GmbH*  
Contact: Herrn Dr. Goswin Eisen  
Sandstr. 7-9  
80335 München  
Telefon: +49 89.5908.6504  
Fax.: +49 89.5908.6503  
E-Mail: geisen@csc.com  
Web:http://www.csc.com/security/ds/11371/15880-german_laboratory_experience
FORMAT OF NON DISCLOSURE AGREEMENT (NDA)

This Agreement is made as of the 2015 between BHARAT SANCHAR NIGAM LIMITED (BSNL) a Government of India Enterprise, having its corporate office at BSNL BHAWAN, Janpath, New Delhi which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and M/s -------------------------- a company incorporated under the Indian Companies Act, 1956, and having its registered office at ------------------------------- herein after called “-------------------” which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas in order to pursue the mutual business purpose of this particular project as specified in Exhibit A (the “Business Purpose”), BSNL and M/s-------------------------- 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 make 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
IMITED
Signature: ____________
Printed Name: ____________
Title: ________________

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

M/s ____________________
BHARAT SANCHAR NIGAM
IMITED
Signature: ____________
Printed Name: ____________
Title: ________________
Exhibit A to NDA


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

Signed