

TENDER BID DOCUMENT

To

Rebuild, Own and Operate
Internet Data centers (IDCs) in BSNL
On
Revenue Share basis

Tender No. MM/IT/.....



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India enterprise)

MMT SECTION

Bharat Sanchar Bhavan Janpath,

New Delhi-110001

Fax: 91-11-23710198/ 91-11-23734262
'Visit us at www.bsnl.co.in'

Table of Contents

Section-I (NIT)	-	4-7
Non Disclosure Agreement	-	8-14
Section-II (Terms and Conditions and Scope of work)	-	15-32
Section-III (IDC Technical details and service offerings)	-	33-45
Section-IV (Bid Form)	-	46
Section-V (Financial Proposal (Bid))	-	47-48
Section-VI (Details about the Firm (Bidder))	-	49-50
Section-VII (Bid Security Form)	-	51
Section-VIII (Consortium Agreement)	-	52-53
Section-IX (Deed of Indemnity)	-	54-55
Section-X (Performance Security Guarantee (PBG) Bond)	-	56-57

Annexure-I (NRC Proforma for declaration by Bidder)	-	58
Annexure-II (Letter of Authorization for attending Bid Opening)	-	59
Annexure-III Integrity Pact	-	60-64
Section-XI (Bidder Profile & questionnaire)	-	77-79

.

SECTION-I
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
(MMT-Section)

NOTICE INVITING TENDER

Tender No and Date : MM/IT/.....

Time window to visit the data center : (during working hrs.)
earmarked space at various locations¹

Last date for receipt of queries from :
perspective bidders²

Issue of clarifications :

Date of Submission :

Date of Opening :

.....

Venue of Tender Opening : Meeting Hall, Ground Floor,
Bharat Sanchar Bhawan, Janpath,
New Delhi-110001.

On behalf of Chairman and Managing Director, Bharat Sanchar Nigam Limited (Corporate Office), New Delhi Tender is invited from the Indian Companies under two stage bidding system (Techno-commercial bid & financial bid) for Rebuild, Own and Operate Internet Data Centers (IDCs) in BSNL on Revenue Share basis as per the terms and conditions of this Tender document. Submission of Integrity Pact signed by both Purchaser and Participant Bidder/Vendor is Mandatory.

A. Introduction

1. Bharat Sanchar Nigam Limited (BSNL) is having countrywide presence with wire line & wireless telephone subscribers and offer hosts of other services like Data communication, National long distance, International Long Distance, Internet, Broad band, Multiplay, Leased Line, etc.
2. BSNL intends to rebuild, own and operate Internet Data Centers (IDCs) at Ludhiana, Ghaziabad and Jaipur in partnership with the Data Center Service Providers (DCSP) on revenue share basis, wherein all CAPEX for rebuilding shall be borne by the bidder. Bidder shall utilize the Existing fittings and fixtures including DG sets on as is where basis for rebuilding the IDC to meet the objectives of the Tender In the Tender document term "bidder" and "Data Center Service Providers (DCSP)" has been used interchangeably.

3. For this purpose, on behalf of Chairman and Managing Director, Bharat Sanchar Nigam Limited, Tender is invited from the Indian Companies under two stage bidding system (Techno-commercial bid & financial bid) for rebuilding ,own and operate of the Internet Data Centers (IDCs) on revenue share basis as per the terms and conditions of this Tender document.
4. BSNL intends to rebuild up 3 no of IDCs through the country with One of the IDC as DR
5. Above shall be achieved with the help of this Tender document having two stage evaluation systems (Techno-commercial bid & financial bid) with one technical bid and one financial bid. BSNL shall open and evaluate the financial bid of technically and commercially responsive firms and prepare a list of such firms arranged in decreasing order of their net present value of evaluated revenue share for BSNL from the highest (i.e. H1, H2, H3 and so on), for the purpose of selection of DCSP partner.
6. The H1 bidder shall be considered for awarding the work of 3 IDC Projects at the H1 evaluated and approved prices. Detailed criterion for financial evaluation and award of work is mentioned in the Tender document.

B. Implementation Plan

7. BSNL had set up 3 IDC's at Jaipur, Ludhiana and Ghaziabad. This IDC's were installed by M/S Dimension Data. The Business was further novated in the name of M/s NxtGen. The Scope of the contract is to rebuild all the existing fixtures i.e. civil and electrical infrastructure of these IDCs as per the requirement of the Tender for reuse operate and maintain for generating the business. The existing assets including electrical infrastructure like substation and DG Set on as is where basis is can be utilized by the bidder after up gradation if required. All CAPEX including rehabilitation of environmental works inside the data center with all civil and Electrical works like raised floor, air-conditioning, Fire detection and fire fighting, UPS and engine alternator etc and OPEX shall be borne by the partner DCSP.

8. The implementation plan and IDCs locations are as indicated below:

S. No.	Data center location at	Total Data Center space including that for utilities (Sq. Ft)	Reciprocating DR site	Project to be awarded to Data Center Service Providers (DCSP)
1	Jaipur	15000	Ghaziabad	DCSP
2	Ludhiana	8000	Ghaziabad	
3	Ghaziabad	8000	Jaipur	

C. ELIGIBLE BIDDERS

Eligible are the Indian Companies who are registered / incorporated in India. Taking into consideration the size and the importance of the IDCs for BSNL as well as prospective end user customers, it is very essential that the bidder firms have sufficient experience in setting up of and running such an IDCs facility in India/worldwide. The following criterion shall be met by the Bidder Company and/or legally bound consortium who intend to participate in this Tender and only those bidders who qualify the following conditions, need put in the proposal:

- i) The company shall be registered/incorporated in India.
- ii) *The bidder company shall have a minimum annual turnover of INR 25 Crores each year during last 2 years (i.e. financial year 2017-18, FY 2018-19). In case of consortium, turnover of only lead bidder shall be counted. Lead bidder is being referred as bidder in the Tender document.*
- iii) Bidder shall have relevant experience of setting up at least 5000 square feet of raised floor data center space (excluding utilities) from a maximum of 2 data center locations in India/worldwide for third party use on the date of Tender bid submission and running successfully the same for at least 3 months on the date of Tender bid submission. At least one of the data center set up and operated by the bidder must have such space of minimum 3000 sq ft. The certificate in this regard with complete details including locations and contact details shall be submitted.

Or

If the bidder's company is not meeting the experience as in this Para (iii) above, then Bid can be submitted through a legally bound consortium (format as at Section-VIII) with a company who is having experience as in this Para (iii) above. However in such case, the lead bidder company must have implemented successfully IT projects of INR 50 Crores and above (involving servers, networking equipment, software etc) during last three financial years (i.e. during FY 2016-17, FY 2017-18, FY 2018-19).

- iv) The bidder shall be ISO 9001 or ISO 20000-1 or ISO 27001 or SEI CMM level 4 certified companies.
- v) Bidders are required to submit certificates/documentary proof for item (i) to (iv). The verifiable reference along with the contact details shall also be cited in the bid document for item at (iii).
- vi) Bid Security of overall in the form of Bank Guarantee will be Rupees 50,00,000/- (Rupees Fifty lacs) only.

Mutual Non-Disclosure Agreement attached as Annexure-I is mandatory for obtaining Tender document.

2.1.1 Tender document can be obtained in the form of CD, between 15.00 Hrs. to 17.00 Hrs. on all working days, from AGM (MMX), O/o GM (MM-CFA), 2nd floor, BSB, BSNL CO., Janpath, New Delhi after submission of the following prerequisites:

- (i) **Tender fee for an Amount of Rs. 8000/- (Eight Thousand only) plus 18% GST (Rs. 1440/-) total amounting to Rs. 9440/-** (INR Nine Thousand Four Hundred and Forty only) which shall be non-refundable, in the form of demand draft/Banker's cheque drawn from any Nationalized/scheduled bank in favour of 'Account Officer (Cash), BSNL Corporate Office, New Delhi'; and payable at 'New Delhi'
- (ii) **NDA (Non-Disclosure Agreement)** on a hundred rupee non-judicial stamp paper, stamped & duly signed by authorized signatory **along with a self-declaration** (on a bidder company Letter head) by the same authorized signatory **stating that** no addition/deletion/corrections have been made in the downloaded NDA document being submitted and it is identical to the NDA document vide Tender No. xxxxxxxx issued on xx/xx/2018 appearing on the BSNL website.
- (iii) After submitting Tender Document fee, NDA & self-declaration as per Para (i) & (ii) above, the bidder is also required to register on the E-tender portal <https://www.tcil-india-electronictender.com>. Thereafter, the prospective bidder shall be authorized on e-tender portal by MM Cell, BSNL, to access/download the Tender document from e-tendering portal.

2.1.2 The tender documents shall be issued free of cost to MSE bidders on production of requisite proof in respect of valid certification from MSME for the tendered item and submission of NDA Performa duly signed and stamped.

Note:

1. Bidder at the time of purchase of Tender document shall give the Name and complete contact details (including Mobile no., E-mail address etc.) of the person(s) authorized by the bidder firm to visit various IDC locations as specified in the Tender document.
2. Queries from only those prospective bidder's shall be entertained and considered for issuance of clarifications, who have purchased the Tender document. Proof of payment of requisite charges for the same, shall be submitted along with the queries.
3. Tender document shall be provided after signing a mutual Non Disclosure Agreement (NDA) with BSNL (on non-judicial stamp paper of requisite value), for which sample format is available with Deputy Manger MMT, MM Cell BSNL CO II Floor Bharat Sanchar Bhavan Janpath New Delhi 110001 and is also uploaded on the website.
4. Integrity Pact format shall be provided by BSNL along with the purchase of Tender document. This Integrity Pact duly signed by the authorized signatory of the bidder shall be submitted along with the bid.

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made as of the _____ day of _____ 2019/2020 between BHARAT SANCHAR NIGAM LIMITED (BSNL), a Government of India Enterprise, having its registered office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi (hereinafter called BSNL) which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and M/s _____ incorporated _____ having its office located _____ hereinafter referred as " _____ " (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 Bid document for Internet Data Center (the "Business Purpose"), BSNL and _____ recognize that there is a need to disclose to one another certain information as also defined in Para-1 below and/or traffic statistic, traffic volume, pricing, technical information relating to service, provisioning, inter-connection and other potential business and or technical information as necessary to evaluate potential arrangement involving their sale of international telecommunications service of each party to be used only for the business purpose and to protect such confidential information from unauthorized use and disclosure.

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

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, including the discussion conducted by the parties under this Agreement in relation to feasibility and possibility of business collaborations between the parties within various areas including without limitation(i)(ii).....(iii)..... and information listed in Bid document for Internet Data Center attached hereto and stated herein above or all information of disclosing party as in its possession under obligations of confidentiality in whatever from transmitted relating to business plan, operations and/or the proposed sale, purchase & use of telecommunications services which is disclosed by the disclosing party or its affiliates/ related Company to receiving party and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party.

Confidential Information means Information consists of certain specifications, designs, plans, systems, technology, manufacturing process, drawings, software, prototypes and/or technical information and all information & knowledge regardless of form of storage relating to or developed in connection with Business purpose and for any businesses, prices, products, markets, promotions, strategies, plans, customers, suppliers or employees of disclosing party or related Company or intellectual property owned or used by disclosing party or a related Company or licensed to the disclosing party or related Company and all copies and derivatives containing such information, that may be disclosed to other another for and during the business purpose, which a party considers confidential Information.

Confidential Information may be in any form or medium, tangible or intangible, and may be communicated / disclosed in writing, orally, or through visual observation or learnt or accessed by or by any other means to receiving party by the disclosing party. Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary as confidential, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party within thirty (30) days of the initial disclosure. The term 'affiliate' shall mean any person or entity controlled by or under common control with a party. The related company in relation to a party means:

- (a) that party's subsidiaries, holding companies and any other subsidiaries of that party's holding companies;
- (b) a company or joint venture in which a party has an equity interest, and which is or may be involved in providing a telecommunications or internet access service; and
- (c) in case of M/s

2. _____ and BSNL hereby agree that at during the Confidentiality Period:~

- (a) The receiving party shall use information only for the business purpose and for the purpose of evaluating and negotiating such potential arrangements 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 Internet Data center Bid document, 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 take all action reasonably necessary to maintain the confidentiality of the other party confidentiality in branch, secure the other party's confidentiality in practice against theft, loss or unauthorized disclosure. The receiving party may, however, disclose the information to its consultants and contractors, related company with a need to know; provided that by doing so, the receiving party agrees to bind those consultants and contractors/ related company 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, and or at the time documents and other materials are no longer required in connection with business purpose, 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.
- (c) That the receiving party take reasonable steps to enforce the confidentiality obligations imposed or required to be imposed by this agreement, including diligent by prosecuting at its own cost, any breach or threatened breach of such confidentiality obligations by a person to whom it has disclosed confidential information of the other party
- (d) Neither party shall make any public announcement or press release the fact that the discussion is taking place between the parties or existence or content of this Agreement.

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/ or its affiliated or related company 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 or Rules or Regulations of Regulator or appropriate authority, 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 was 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.

The party seeking the benefit of above exceptions shall bear the burden of proving its existence.

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 all terms & conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed confidential information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.

5. Each party, as a receiving party acknowledges that neither the disclosing party nor any of its representatives has made nor makes any representations or warranty, express, or implied as accuracy or completeness of the confidential information of the disclosing party and arises that it must make its own assessment of the confidential information.

6. 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.

7. Each party recognizes and agrees that all of the disclosing party's confidential information is owned solely by the disclosing party (or its licensors) affiliated/ related company 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 or seek specific performance or an immediate injunction enjoining any breach or

threatened 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.

8. 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 / affiliated / related company 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 / its affiliated / related company'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.

9. 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 or its affiliated/ related companies to make any purchase or sale, or to enter into any additional agreement of any kind.

10. 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.

11. Each party shall pay and bear all costs and expenses incurred by it in connection with the preparation for, the performance of, and participation into the Discussion providing in format under this Agreement.

12. Nothing contained in this Agreement may construe as restricting either party to enter into any further negotiation or agreement with third party regarding the same subject matter as the business purpose.

13. (a)The Disclosing Party warrants that it has all necessary rights to disclose lawfully the Confidential Information and the Confidential Information has not been provided in breach of any other agreement or arrangement with third parties. The Disclosing Party indemnifies the Recipient against liability for third party claims on that basis.

(b)Each party warrants that it is a corporation with full corporate power and authority to enter into and do all things necessary for the performance of this agreement. Each signatory to this agreement warrants that he or she is authorized to sign on behalf of the corporation for whom he or she acts.

(c)Each party agrees to comply with all applicable Laws and Regulations including but not limited to laws and regulations relating to export and re-export of technical data documentation and / or providing insofar as they relate to the information disclosed under this Agreement.

14. Except for the covenants herein, nothing under this Agreement or in the act of disclosing Confidential Information will constitute or imply a binding obligation between the Parties if in the future, the Parties elect to enter into a business relationship, both Parties will execute a separate written Agreement.
15. **Severance :** If any of the provisions contained in this Agreement shall be declared invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.
16. **Notice:** Any notice required or permitted to be given under this Agreement shall be given in writing by personal delivery, certified or registered mail, or facsimile and shall be addressed to the nominated addresses set forth below or such other address as either Party has notified the other Party in accordance with this Article.

(i) If to BSNL:

Attention: Mr./Ms : DGM (MMT)
Address: Bharat Sanchar Nigam Limited CO
2nd Floor, Bharat Sanchar Bhawan
1, Harish Chandra Mathur Lane
Janpath, New Delhi -11 0001

(ii) If to M/s _____:
Attention: Mr./Ms. _____
Address: _____
Fax: _____

17. This Agreement and Internet data center Bid document 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.
18. The obligations of confidentiality imposed by this agreement survive the expiration or termination of this agreement for a period of two years from (i) the last date of confidential information was disclosed to the receiving party or (ii) the completion of business purpose whichever is later.
19. The Receiving Party take all reasonable steps to notify the Disclosing Party immediately if Confidential Information is disclosed in violation of the provisions of this Agreement or is otherwise lost or unaccounted for. Furthermore, the Receiving Party will take all reasonable steps to notify the Disclosing Party promptly of any actual or attempted use or possession of any Confidential Information by any unauthorized person or entity which may become known to it and extend reasonable cooperation to the Disclosing Party in any investigation or action against any such persons or entities.

20. Notwithstanding anything to the contrary in this Non-Disclosure and Confidentiality Agreement, if the Receiving Party learns that it is or may be required by applicable court order, law or regulation to disclose any Confidential Information, then the Receiving Party will (i) attempt to obtain a protective order or other appropriate relief in lieu of Disclosing such Confidential Information, (ii) as promptly as possible after learning of a possible disclosure requirement, and in any case prior to making disclosure take reasonable steps to notify the Disclosing Party of the disclosure requirement so that the Disclosing Party may seek a protective order or other appropriate relief, (iii) provide such cooperation and assistance as the Disclosing Party may reasonably request in any effort by the Disclosing Party to obtain such relief, and (iv) take reasonable steps to limit the amount of Confidential Information so disclosed and to protect its confidentiality.
21. This Agreement will be construed in interpreted and applied and governed in accordance with the laws of India and jurisdiction of Court at New Delhi, India.
22. All the disputes, differences, controversies / differences of opinions, breaches and violation arising from or related to the agreement arises out of this Agreement between parties then same shall be resolved by mutual discussions / reconciliations in good faith.

If the dispute, difference, controversies / differences of opinion, breaches and violation arising from or related to the agreement cannot be resolved within 60(sixty) days of commencement of reconciliations / discussions, then such question, dispute or difference (except as to the matters, the decision to which is specifically provided under this agreement) 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. There will be no objection to any such appointment on the ground that the arbitrator is a BSNL employee or 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 or BSNL employee, he has expressed his views on all or any of the matters in dispute. In the event of such an arbitrator to whom the matter is referred, being transferred or vacating his office or neglecting his work 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.

The Arbitration and Conciliation Act, 1996 and the rules made there under or any statutory modification or reenactment there of or any rules made thereof shall be deemed to apply to the arbitration proceeding under this clause.

The Arbitration proceeding shall be in English language. The Venue of the arbitration proceeding shall be the office of the CMD, BSNL, New Delhi, India or such other places as the arbitrator may decide.

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

FOR AND ON BEHALF OF

NAME : _____

DESIGNATION: _____

DATE : _____

FOR AND ON BEHALF OF

BHARAT SANCHAR NIGAM LIMITED

NAME : _____

DESIGNATION: _____

DATE : _____

Witness

1.

2.

Witness

1.

2.

SECTION II

Terms and Conditions and Scope of work

1. IDCs locations

1.1. The implementation plan and IDCs locations are as indicated below:

S. No.	Data center location at	Total Data Center space including that for utilities (Sq. Ft)	Reciprocating DR site	Project to be awarded to Data Center Service Providers (DCSP)
1	Jaipur	15000	Ghaziabad	DCSP
2	Ludhiana	8000	Ghaziabad	
3	Ghaziabad	8000	Jaipur	

1.2. Bidder shall be allowed to visit the data center as mentioned in clause 1.1. earmarked space at various locations within a timeframe as indicated in the Notice inviting Tender (NIT). Last Date for site visit is _____.

1.3. IDC shall not be having any geographical boundaries as far as the end customers are concerned. Orders from end customers shall be in the name of BSNL.

1.4. Presently BSNL plans for setting up of 3 IDCs envisages in this Tender. BSNL shall be at liberty to set up more such data centers in future depending on business requirements with the help on any Data Center Services providers.

2. Duration of the contract period

2.1. Duration of contract is 10 years from the date of commissioning of IDC and ready to be used for offering services to end customers. Out of 10 years, Eighth, Ninth and Tenth year shall be optional at the liberty of BSNL. After 10 years also, contract may be extended on yearly basis on mutually agreed terms and conditions.

2.2. Clarification: Same terms and conditions at the quoted revenue share shall be applicable in optional 8th, 9th and 10th year provided BSNL decides to extend the contract for optional Years.

3. Scope of the work

3.1. Scope of the contract is for rebuild, own and operates Internet Data Centers (IDCs) in partnership with the Data Center Service Providers (DCSP) on revenue share basis.

- 3.2. BSNL intends to rebuild, own and operate Internet Data Centers (IDCs) at Ludhiana, Ghaziabad and Jaipur in partnership with the Data Center Service Providers (DCSP) on revenue share basis, wherein all CAPEX for rebuilding shall be borne by the bidder. Bidder shall utilize the Existing fittings and fixtures including DG sets on as is where basis for rebuilding the IDC to meet the objectives of the Tender. In the Tender document term "bidder" and "Data Center Service Providers (DCSP)" has been used interchangeably.
- 3.3. Electricity shall be chargeable for complete infra and facilities for Data centers. BSNL may ask DCSP to pay the electricity bill for the electricity utilized in IDC by installing a separate sub meter which will be installed by BSNL.
- 3.4. BSNL shall provide free of cost MPLS bandwidth for connecting an IDC's to the BSNL MPLS core.
- 3.5. All CAPEX for hardware and software and any other items, including environmental works inside the data center with all civil and Electrical works like raised floor, lighting, partition of space, false ceiling, caging, air-conditioning, Fire detection and fire fighting complying to fire department rules and regulations etc, UPS, UPS panel DG SETS etc shall be borne by the partner DCSP . All such Civil and Electrical works shall be carried out by the Partner DCSP.
- 3.6. Facility upkeep & routine maintenance of the covered space (including subsequent regular white-wash, repairs and upkeep etc.) as well as security, insurance of all facility equipments/items/store etc. shall be the responsibility of System Integrator. DCSP is required to take all clearances from the fire safety authorities and comply with all guidelines and regulations in this regard from time to time.
- 3.7. BSNL shall provide electricity on chargeable basis at the rate of prevalent electricity board rate.
- 3.8. UPS shall be provided in minimum N+N configuration with minimum of 30 minutes of battery backup for each UPS.
- 3.9. The successful bidder shall procure, set up operate and maintain the Enterprise class IDCs as per standard on revenue share basis. The bidder shall manage the entire system including operation and maintenance of Data center.
- 3.10. The successful bidder shall finalize the infrastructure items, hardware and software in consultation with BSNL.
- 3.11. Once the IDCs is ready to offer IT management services to enterprise customers, BSNL and DCSP would jointly go to market for capturing business. DCSP and BSNL shall understand the customer requirements and gave the proposal to end customers for offering services from IDCs on a customized business and revenue models. Based on the customer requirement DCSP shall procure and commission the hardware and software in the IDC in the agreed time frame. Data center space shall also be offered to end customers for collocation and hosting services.
- 3.12. End customer prices shall be fixed up on case to case basis depending on the market conditions. A governing body with representations from BSNL and partner DCSP shall be constituted for the purpose of deciding offerings to end customers.
- 3.13. Data center shall have network connectivity from BSNL mandatorily.
- 3.14. Customers shall be provided bandwidth from BSNL. Revenues on account of bandwidth charges to end customer shall be retained completely by BSNL. Bidder shall quote the revenue share offer to BSNL excluding this component i.e.

Bandwidth earnings shall be out of revenue share and bidder shall not factor it in the revenue share when quoting.

- 3.15. However in case the end customer demand bandwidth from any other service providers, then BSNL shall permit the same as well. In case bandwidth is from any provider other than BSNL, then BSNL shall not be raising invoice for this part of the entire deal. DCSP shall make arrangement for raising of invoice for Bandwidth charges from any service provider other than BSNL.

BSNL shall only pay sales incentive/commission to DCSP for selling BSNL Bandwidth, as per the Channel partner policy of BSNL prevalent at that point of time.

A DCSP shall ensure to provide the services from the IDCs so set up within the ambit of government rules and regulations only, applicable from time to time. Any monitoring system required for meeting such requirements shall be provided by Data center Service Provider.

- 3.16. Further scope of work has been defined under Technical Specifications, in Section-III.

3.15 (a) BSNL shall sell the services to end customers in BSNL's Brand name.

3.15 (b) There is no Vendor Performance for purchase of equipment (Hardware and Software) from BSNL. Vendor will purchase the same as per requirement of customers.

- 3.17. Responsibility Matrix on part of BSNL and Data Center Service provider (DCSP) is as below:

Responsibility Matrix		
Note:	In the Tender Data center means all areas including raised floor and utility area.	
S. No.	Item	Ownership responsibilities
1	Telecommunication	
1.1	Cabling, racks, cabinets, & Pathways meet TIA specs.	Data center Service Provider (DCSP)
1.2	Redundant access provider services - multiple access providers, central offices, access provider right-of-ways	BSNL in consultation with DCSP
2	Building	
2.1	Parking	
2.1.1	Visitor and employee parking areas	BSNL
2.1.2	Multi-tenant occupancy within building	BSNL

2.2	Building Construction	
2.2.1	Water proofing for the building and roofs	BSNL
2.2.2	Fire resistive requirements for the building (except inside data center area)	BSNL
2.2.3	Exterior bearing walls	BSNL
2.2.4	Interior bearing walls (With in Data Center)	Data center Service Provider;
2.2.5	Exterior non-bearing walls	BSNL
2.2.6	Structural frame	BSNL
2.2.7	Interior non-computer room partition walls	BSNL
2.2.8	Shaft enclosures	BSNL
2.2.9	proper Ceiling Height	BSNL
2.2.10	Meet requirements of NFPA 75	DCSP
2.2.11	Bracing of electrical conduits runs and cable trays	Outside of the Data Center by BSNL
2.2.12	Bracing of mechanical system major duct runs	Outside of the Data Center by BSNL
2.2.13	Routing of water or drain piping not associated with the data center equipment in data center spaces	BSNL
3	Inside Data center	
3.1	Raised floor	Data center Service Provider
3.2	False ceiling	Data center Service Provider
3.3	Caging	Data center Service Provider
3.4	Wall partition inside data center	Data center Service Provider

3.5	All Cabling, racks, cabinets, & Pathways meet TIA 942 specs.	Data center Service Provider
3.6	All equipments (hardware and Software) including but not limited to servers, Networking items, routers software etc	Data center Service Provider
3.7	All security items and devices (Physical as well as logical security) etc.	Data center Service Provider
3.8	Routing maintenance, Cleaning and upkeep of data center equipment area	Data center Service Provider
3.9	Doors and windows	
3.9.1	Fire rating	With in Data Center Data center Service Provider; Out side Data center BSNL;
3.9.2	Door size	With in Data Center Data center Service Provider; Out side Data center BSNL;
3.10	Restrooms and break room areas	
3.10.1	Proximity to computer room and support areas	BSNL
3.11	UPS and Battery Rooms	
3.11.1	Aisle widths for maintenance, repair, or equipment removal	Space to be provided by BSNL; Design maintained by Data center Service Provider
3.12	Required Exit Corridors	
3.12.1	fire separation from computer room and support areas	BSNL
3.12.2	proper Width	BSNL
3.13	Shipping and receiving area	
3.13.1	Physically separate from other areas of data center	BSNL

3.13.2	Physical protection of walls exposed to lifting equipment traffic	BSNL
4	Security and upkeep	
4.1	Multiple building entrances with security checkpoints	BSNL
4.2	Routing maintenance, white wash, Cleaning and upkeep of building other than Data Center area	BSNL
4.3	Entry Lobby	
4.3.1	Physically separate from other areas of data center	BSNL
4.3.2	Fire separation from other areas of data center	BSNL
4.4	Security counter	Data Center area Data center Service Provider; Rest of the Building/campus area by BSNL as per requirement
4.5	Security office room	BSNL
4.5.1	Physically separate from other areas of data center	BSNL
4.5.2	Fire separation from other areas of data center	BSNL
4.5.3	180-degree peepholes on security equipment and monitoring rooms.	At outside responsibility with BSNL; at Data center entry with Data center Service Provider
4.5.4	Dedicated security room for security equipment and monitoring	At outside responsibility with BSNL; at Data center Security room with Data center Service Provider
4.6	Security guards for data center area	Data center Service Provider

5	ELECTRICAL	
5.1	General	
5.1.1	Number of Delivery Paths	BSNL
5.1.2	Utility Entrance	BSNL
5.1.3	System allows concurrent maintenance	BSNL for outside the Data Centre; and in Data Centre by Data centre Service Provider
5.1.4	No Single points of Failure	BSNL for outside the Data Center; and in Data Center by Data center Service Provider
5.1.5	Critical Load System Transfer	BSNL for outside the Data Center; and in Data Center by Data center Service Provider
5.1.6	Site Switchgear	BSNL for outside the Data Center; and in Data Center by Data center Service Provider
5.2	UPS on separate distribution panel from computer & telecommunications equipment	Data center Service Provider (Limited to Data Center area)
5.2.1	UPS along with UPS panels and distribution panels	Data center Service Provider
5.2.2	Cabling from Electrical panel of BSNL to UPS panel	Data center Service Provider
5.2.3	All Electrical cabling from UPS to various distribution panels of data center equipment areas	Data center Service Provider
5.3	Grounding/Earthing	
5.3.1	Lighting protection system	BSNL
5.3.2	Service entrance grounds and generator grounds fully conform to NEC	BSNL
5.3.3	Lighting fixtures (277v) neutral isolated from service entrance	BSNL

	derived from lighting transformer for ground fault isolation	
5.3.4	Data center grounding infrastructure in computer room	Data center Service Provider ; space should be provided by BSNL
5.4	Standby Generating System	
5.4.1	Generator Sizing, E/A sets,	DCSP
5.4.2	Generators correctly sized according to installed capacity of UPS	DCSP in consultation with BSNL
5.4.3	Load-bank for Testing of Generators	BSNL
5.4.4	Load-bank for Testing of UPS	Data center Service Provider
5.4.5	Transformers, substations, Electrical panel	BSNL in consultation with DCSP
5.5	Generator and fuel storage areas	
5.5.1	Proximity to computer room and support areas	BSNL
5.5.2	Proximity to publicly accessible areas	BSNL
5.6	Fuel Oil System	
5.6.1	Construction of Bulk Storage Tanks	BSNL
5.6.2	Storage Tank Pumps and Piping	BSNL
5.6.3	Generator Fuel (diesel) purchase, supply and running of DG set	Data center Service Provider
5.7	Electrical fixtures	
5.7.1	Electrical Fixtures, lighting arrangements, bulbs lights etc in the data center equipment areas	Data center Service Provider
5.7.2	Electrical Fixtures, lighting arrangements, bulbs lights etc in the rest of the building.	BSNL

5.8	Electrical Equipment Maintenance	
5.8.1	Maintenance Staff	Outside of the Data Center by BSNL; Data Center Area by Data center Service Provider
5.8.2	Preventative Maintenance	Outside of the Data Center equipment by BSNL; Within Data Center equipment by Data center Service Provider
5.9	Air-Conditioning	
5.9.1	Air Conditioning including humidity control of complete Data center equipment areas including but not limited to offices of data center, NOC, UPS areas	Data center Service Provider
5.9.2	Maintaining of environment for data center equipment areas and offices	Data center Service Provider
6	Fire Suppression	
6.1	Fire detection system	With in Data Center Area by Data center Service Provider; rest of the building by BSNL
6.2	Fire sprinkler system	Within Data Center Fire sprinkle system is not required as Data center Service Provider is responsible to provide for Gas based system within Data Center area. Rest of the building by BSNL
6.3	Gaseous suppression system	Data center Service Provider in the Data Center Area
6.4	Early Warning Smoke Detection System	Data center Service Provider in the Data Center Area
6.5	Water Leak Detection System	Data center Service Provider in the Data Center Area

6.6	Floor drains in computer room for condensate drain water, humidifier flush water, and sprinkler discharge water	BSNL in consultation with DCSP
-----	---	--------------------------------

4. Clarification of Bid Document

- 4.1 The prospective bidder requiring any clarification on this document shall notify the BSNL in writing or by fax at the BSNL's mailing address indicated in this document at Para 9.2, latest by the date mentioned in Notice details. Response, if any, on such clarifications shall be sent to the bidder firms who have purchased the Tender document. Intimation in this regard (that the clarifications are being sent to bidders) shall be displayed on BSNL Web-Site. Bidders are advised to regularly visit Web-site for updates and information in respect of Tender.
- 4.2 Any clarifications issued by BSNL, in response to such query raised by prospective bidders, shall form an integral part of this Tender documents and shall amount to an amendment of relevant clauses of this document.
- 4.3 Offer shall remain valid for 150 days from the date of opening. Offer valid for a shorter period shall be rejected by BSNL.
- 4.4 In exceptional circumstances, the BSNL 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 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension shall not be permitted to modify his bid.

5. Proposal Form

- 5.1 The bidder firm shall comply with all the provisions mentioned in this document & sign each page under stamp of firm as a mark of acceptance of all conditions contained herein.
- 5.2 All pages of the Proposal shall be serially numbered, indicated in an index.
- 5.3 Additional/ ambiguous conditions are not permissible and shall render the proposal liable for rejection.

6. Financial Proposal (Bid)

- 6.1 The Firm shall submit the financial bid as per format in Section V.
- 6.2 The approved Revenue share shall remain fixed during a particular year of contract and shall not be subjected to variation.
- 6.3 The Financial offer should be strictly in the format as at Section V and any variation may render the offer invalid.

7. DOCUMENTS ESTABLISHING FIRM'S ELIGIBILITY AND QUALIFICATION

- 7.1. The Company/ Firm is required to furnish the following documents in the technical proposal:
- i. Current and valid ISO 9001 or SEI-CMM Level 4 certificate (s) or ISO 20000-1 or ISO 27001 certificate.
 - ii. Certificate of Incorporation/ Registration.
 - iii. Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case may be.
 - iv. Details of the firm along with List of Directors on the Board of the Company with their address(es), contact telephone numbers, DIN etc. (Section-VI)
 - v. Board's resolution in favour of authorized signatory.
- 7.2. Attestation of the signature of the authorized signatory by the company bankers.
- 7.3. Certificates regarding eligibility conditions as per NIT.
- 7.4. Audited results of last three financial years (FY 2017-18, FY 2018-19 and FY 2019-20)
- 7.5. A no relative certificate in the format as at Annexure -I.
- 7.6. Bid security, as per the details given in the Notice Details.
- 7.7. A certificate from its bankers as evidence that he has financial capability to perform the contract.
- 7.8. Any other certificate(s) as per the Tender requirements.
- 7.9. In case of consortium bids, only lead bidder will interact with BSNL for all obligations/payment; however all consortium members will be responsible for the execution of the project.
- 7.10. A consortium member may participate in more than one consortium. However the bidder is not permitted to be a consortium member under another bidder for this project.
- 7.11. No change in consortium members i.e. addition or dropping of a member shall be permitted after the submission of the bid.

8. Format, preparation and signing of bids (Proposals)

8.1 (i) The bidder shall prepare one complete set of original bid and make one copy of the same, clearly marking one as 'Original Bid' and another as "Copy No:1". The bidder shall submit original and copy no.1 of Un-priced Techno-Commercial Bid in one Envelope marked as "A". There shall be only one financial bid which shall be common for all the IDC projects (in the envelope B). Original priced financial bid and one copy of priced financial Bid, clearly marking as 'Original Bid' and as 'Copy No: 1 shall be necessarily kept in a separate Envelope marked as "B".

In the event of any discrepancy between the copies, the original shall govern. Envelope "A" and Envelope "B" shall be kept in cover I. constituents of cover I are summarized as below:

Cover I

(a)Envelope A: Original and One copy of Un-priced Technical and Commercial bid.

(b)Envelope B: Priced financial original & one copy of the priced financial bid

(ii)The copy of quality manual and Article or Memorandum of Association may be provided in **original copy and copy no: 1."**

8.2 The original and copy of Bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly. A separate list indicating the indexed content and total number of pages shall form part of the bid. Tender document purchased by the bidder along with all the clarifications and amendments/addenda to tender document duly signed (in original) on each and every page, shall be submitted as part of the bid.

8.3 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.

8.4 (i) The power of Attorney shall be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.

(ii) 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.

(iii) In case of the bidder being a firm, the said Power of Attorney shall be executed by all the partner(s) in favor of the said Attorney.

9. Sealing & Marking and submission of bids

- 9.1** The bid shall be submitted in two separate covers viz. Cover I (having envelope "A" & Envelope "B" as per clause no. 8.1 above and Cover II. The cover I shall contain the original bid and "copy number 1" of the bid duly marked 'ORIGINAL' & 'COPY No.1'. The cover II shall contain documents establishing bidder's eligibility along with Bid Security. Both the covers shall be sealed separately by the personal seal of the bidder.
- 9.2** All the covers and envelope shall be addressed to BSNL at the following address:
- AGM (MMT)
Bharat Sanchar Nigam Limited (Corporate Office)
2nd floor Bharat Sanchar Bhawan Janpath, New Delhi-11001
- 9.3** All the covers and envelope shall bear "Tender for set up own and operate IDC in BSNL on revenue share basis" and the words 'DO NOT OPEN BEFORE (Due time and Date as per NIT).
- 9.4** The Proposal shall be sent by registered post or delivered in person on the address mentioned at Para 9.2 above. The responsibility for ensuring that the Proposals are delivered in time would vest with the Firm. BSNL shall not be responsible if the Proposals are delivered late or elsewhere
- 9.5** Venue of Bid proposal (Tender) opening: The proposal (bid) from interested eligible firms/ companies delivered in person on the day of bid opening shall be accepted up to 11:30 Hrs to Section Officer (MMT) at the following address only which is the same as the venue of bid proposal opening. The BSNL shall not be responsible if the bids are delivered elsewhere. Bids will be opened at the following address:

Bharat Sanchar Bhawan Janpath New Delhi-110001

- 9.5.1** Bids shall be opened at 12:00 Hrs on due date. If due to administrative reasons, the venue of bid opening is changed, it will be displayed on the Ground Floor at the reception office and notice board of 2nd Floor of Bharat Sanchar Bhawan, Janpath, New Delhi.
- 9.6** All envelopes shall bear the name and address of the Firm to enable the Proposal to be returned unopened in case it is declared 'late' or rejected.
- 9.7** Proposals received either by post or courier service or in person after the specified date and time shall not be opened or considered.
- 9.8** If the covers and envelopes as narrated at Para 8 above are not sealed and marked properly as specified therein, then the bid shall be rejected.

10. BSNL, at its discretion, may extend the deadline for submission of proposals.

11. OPENING OF PROPOSALS

11.1 BSNL shall open TECHNICAL PROPOSALS (bids) at the date, time, and venue mentioned in Notice details in the presence of authorized representatives from participating firms, who chose to attend. The date fixed for opening of Proposals, if subsequently declared as holiday by the BSNL, the proposals shall be opened on the next working day, time and venue remaining unaltered.

11.2 The financial Proposals of eligible Firms shall be opened later and eligible Firms shall be informed in due course about the date & time of the same.

11.3 BSNL reserves the right to accept or reject any or all proposal (s) prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder (s) on the ground of BSNL's action.

11.4 Any effort by a company to influence the proposal comparison/evaluation/work award decision by way of overt/covert canvassing shall result in non consideration / rejection of its proposal.

12. Evaluation

12.1. In the first stage of evaluation, BSNL (referred as purchaser also) shall evaluate the proposals to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed and whether the proposals are generally in order.

12.2. Purchaser shall determine the substantive responsiveness of each of the technical and commercial proposals to the requirements of the Tender document. A substantively responsive proposal is one which conforms to all technical specifications and commercial terms and conditions of the Tender document without material deviation/exceptions. The purchaser's determination of proposal's responsiveness shall be based on the contents of the proposal itself without recourse to extrinsic evidence.

12.3. During the evaluation, BSNL at its discretion may call upon the bidder to give a techno-commercial presentation of its offer, to explain the solution offered its capability to undertake the project and to respond to any question from BSNL.

12.4. 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

12.5. A proposal, determined as substantively non-responsive shall be rejected by the purchaser and shall not subsequent to the proposal opening be made responsive by the bidder by correction of the non-conformity.

12.6. The purchaser may waive any minor infirmity or non-conformity or irregularity in a proposal which doesn't constitute a material deviation, provided such waiver doesn't prejudice the establishment of techno-commercial parity among the proposals.

12.7. The financial proposals of only those bidders, whose techno-commercial proposals have been determined as substantively responsive, shall be opened. The financial proposals of other bidders, whose techno-commercial proposals have been determined as substantively responsive, shall be returned to the respective bidders unopened.

12.8. The Tender will be evaluated as per revenue share % (up to two decimal points) quoted by the bidder for each year, as below:

12.8.1. For the purpose of evaluation, revenue share percentage offered to BSNL shall be applied on amount of Rs. 100000/- in every respective year.

12.8.2. Revenue share figure (in Re terms) so arrived for different years shall be calculated to the net present value (NPV), by discounting (on annual basis) at a rate of 12% per annum, for the purpose of evaluation. The formula for calculating the NPV shall be:

$$\text{NPV} = 0.1 * \{ 100000 * A_1 / (1+r/100) + 100000 * A_2 / (1+r/100)^2 + 100000 * A_3 / (1+r/100)^3 + 100000 * A_4 / (1+r/100)^4 + 100000 * A_5 / (1+r/100)^5 + 100000 * A_6 / (1+r/100)^6 + 100000 * A_7 / (1+r/100)^7 + 100000 * A_8 / (1+r/100)^8 + 100000 * A_9 / (1+r/100)^9 + 100000 * A_{10} / (1+r/100)^{10} \} + 0.9 * \{ 100000 * B_1 / (1+r/100) + 100000 * B_2 / (1+r/100)^2 + 100000 * B_3 / (1+r/100)^3 + 100000 * B_4 / (1+r/100)^4 + 100000 * B_5 / (1+r/100)^5 + 100000 * B_6 / (1+r/100)^6 + 100000 * B_7 / (1+r/100)^7 + 100000 * B_8 / (1+r/100)^8 + 100000 * B_9 / (1+r/100)^9 + 100000 * B_{10} / (1+r/100)^{10} \}$$

Here A₁, A₂, A₃, A₄, A₅, A₆, A₇, A₈, A₉ & A₁₀ and B₁, B₂, B₃, B₄, B₅, B₆, B₇, B₈, B₉, B₁₀ mentioned in the above formula are the revenue share percentages (up to two decimal places) for first, second, third, fourth, fifth, Sixth, seventh, eighth, ninth & tenth year for Financial Proposal (Bid) item no. 1 and 2 respectively, as in the **Section V**. In the above formula "r" is the discounting rate of 12% per annum.

- 12.9. BSNL shall prepare a list of such bidders arranged in decreasing order of their evaluated NPV figure in Re Terms starting from the highest (i.e. H1, H2, H3 and so on), for the purpose of awarding work at the approved revenue share % of various items of financial bid.
- 12.10. The overall highest bidder (H1) may be called for negotiations, if need be. The BSNL reserves the right to counter offer any price.

13. Award of Contract (PLACEMENT OF ORDER)

- 13.1. After evaluation of financial proposals (bids), BSNL shall prepare a list of such bidders arranged in decreasing order of their evaluated NPV figure in Re Terms starting from the highest (i.e. H1, H2, H3 and so on), for the purpose of awarding work.
- 13.2. The bidder with the highest evaluated NPV figure in Re term (H1) shall be considered for awarding the work of IDC Project.

14. Issue of Advance Purchase Order (Letter of intent)

- 14.1. The issue of an Advance Purchase Order shall constitute the intention of BSNL to enter into the contract with the Firm.
- 14.2. The Firm shall within 14 days of issue of an advance Purchase order give his acceptance along with performance security and sign agreement.
- 14.3. The issue of order shall constitute the award of contract on the Firm. BSNL reserves the right to forfeit bid security and also black list the firm for suitable period, in case the firm fails to honor the proposal without sufficient grounds.

15. Bid Security/ Performance Bank Guarantee (PBG):

- 15.1. The bidder shall have to pay an overall bid security of Rs. 50 Lakh.
- 15.2. The successful bidder shall have to pay Performance Bank Guarantee (PBG) of 3 Crores for all the three data centers.
- 15.3. Performance guarantee shall be valid for a period of 07 (Seven) Years and 10 (Ten) months (07 years contracts duration, 04 months installation period and 6 months beyond the contract period).
- 15.4. The bidder shall ensure that performance bank guarantee (PBG) is send to the purchaser directly by the issuing bank under Registered Post (A.D). In exceptional circumstances where the PBG is submitted by the bidder to the purchaser, the bidder shall ensure that an unstamped duplicate copy of the PBG is send immediately by the bank direct to the purchaser by Registered Post (A.D).
- 15.5. The bid security may be forfeited:
- (i) If the bidder withdraws his bid during the period of bid validity as in this document or
 - (ii) In the case of successful bidder, if the bidder fails:
 - a) to sign the contract on allocation of work or
 - b) to furnish performance security as required herein

- 15.5.1. In both the above cases, i.e. (i) & (ii), the bidder shall not be eligible to participate in the Tender process for same item for one year from the date of issue of APO. The bidder shall not approach the court against the decision of BSNL in this regard.

16. TIME PERIOD TO ESTABLISH THE IDCs

- 16.1. The successful firm shall establish the Internet Data Centers of the particular project and make them ready to use within 4 months of handing over the site by BSNL.
- 16.2. Data center (IDC) shall be built with TIA 942 standards tier-4. DCSP shall get the IDCs certified as per standard and from the authorized certifying agencies in name of BSNL. After the certification, BSNL will declare IDC Center Ready for Use".
- 16.3. Work permit shall be provided on need basis even for 24 Hrs. and all 7 days a week on formal request from Authorized signatory of DCSP.

17. CERTIFICATE ABOUT RELATIVES IN BSNL

- 17.1. The bidder shall give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners 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.

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

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).
- 17.2. The format of the certificate to be given is as at Annexure I.

18. Training

- 18.1. DCSP shall provide the training to BSNL nominated persons for data center operation and maintenance. Quantity of training shall be 20 man-months per data center.

19. Penalty

- 19.1. **Liquidated Damage-** Failure to establish IDC in the stipulated period of 4 months from the date of handing over of site or placement of firm order whichever is later, shall result in imposition of penalty of Rs. 2,00,000 per week of delay for a period of six weeks and thereafter, Rs 5,00,000 per week of further delay for another six weeks, per data center. Upper ceiling of penalty so imposed shall be INR 42 Lakhs. Delay beyond 12 weeks may attract forfeiture of the SD/ PBG and cancellation of contract, at the discretion of BSNL.
- 19.2. **Operational Performance and SLAs-** BSNL and DCSP have to meet SLAs as agreed with different customers for their respective part. Operational performance, Quality of service and also penalty for failing to meet prescribed benchmarks and SLAs, will be assessed customer to customer basis & decided every month based on agreed SLA parameters. Penalties arising out for not meeting SLAs agreed with respective customers shall be borne by DCSP for reasons attributable to their part. BSNL will bear the penalties for reasons attributable to BSNL part of responsibility in that particular customer contract.
- 19.3 The minimum revenue share to the BSNL from each IDC shall be 2 Crore per annum each, failing which BSNL shall be at liberty to terminate the contract and forfeit the Performance Bank Guarantee (PBG).

20. PAYMENT TERMS

- 20.1. BSNL shall do front ending for invoicing the customers and collection of payments.
- 20.2. Payments from customers shall be collected through an Escrow mechanism. BSNL shall open an Escrow account for this purpose and all receipts from the customers shall go directly to this account and shall be split in to two parts and credited to respective designated accounts of BSNL and DCSP in the proportion which shall be decided as below:
- For BSNL this amount shall be (X % +10 % of total revenue), where X is higher of the approved value against item no. 1 and 2 of (Price bid) Section V of this Tender for corresponding year.

This extra amount shall be kept by BSNL for settlement on account of SLA penalties with customers. Such Settlement shall be done on quarterly basis.

21. FORCE MAJEURE

- 21.1. If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage , fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be

final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

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

22. INITIAL TERM, LOCK IN PERIOD, EXIT CLAUSE AND RENEWAL

- i) Duration of contract is 07 years from the date of commission of IDC and ready to be used for offering services to end customers. Further extension beyond 7th year upto 10th year, shall be at the discretion of BSNL on same terms and conditions.
- ii) The terms and conditions of the Agreement to be signed with the successful bidder(s) of this Tender shall come into effect from the date of signing of the same, and will remain valid up to a period of seven (7) years plus the implementation period (i.e. beyond the date of commissioning of IDCs). All the clauses of the Agreement shall come into effect from the date of signing, unless otherwise specified.
- iii) Extension of Agreement beyond 10 years period shall be on mutually negotiated terms and conditions.
- iv) Given the nature of services proposed under this Tender, the terms and conditions of the agreement shall survive beyond the termination period and up to the expiry of term of end customer contract(s) as extant on the date of expiry of this agreement, for the remaining period of such terms in customer contracts.
- v) Agreement shall have a lock-in period of Three (3) years, from the date of commissioning of IDCs and their readiness to be used for offering services to the end customers.
- vi) DCSP's Exit during the lock-in period shall carry a penalty in the form of surrender of all equipment and transfer of ownership to BSNL at zero cost in addition to the sum of all consequential damages, if any that arise on account of pre mature closure of as on date service contracts that BSNL would have entered into with its customers.
- vii) If DCSP exits after lock in period but before the contract period of 07 years , it will be liable to pay BSNL the sum of all such expenses that BSNL will be required to incur on servicing all existing customer contracts, for the remaining period of their agreements. In such case, these contracts may be serviced through alternate means /partners, at risk and cost of the DCSP, and the sum of expenses on executing such arrangement, if any, and difference of Revenue share (in case of the same being lower for BSNL in the new engagement), shall be payable by DCSP to BSNL. In case DCSP offers to continue to discharge the existing liabilities for all current customer contracts till expiry of their term, but refrain from taking up any new business, then the same shall be acceptable to BSNL through the new partner for which

DCSP will have to enter into arrangement with new partner engaged by BSNL in fair and transparent manner. For Smooth transition, business continuity has to be ensured by the existing DCSP in case of exit.

viii) No penalty / damages / compensation shall be payable by either party before expiry of agreement period, if exit is made under the following circumstances:

- a) the order of any Government (Central/State) or any statutory body
- b) in Force Majeure event

22.3 After the expiry of the contract period / termination of the contract by BSNL, all the assets installed by DCSP shall be retained by BSNL.

23. Termination of contract due to non-performance (default)

23.1. The BSNL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the bidder, terminate this contract in whole or in part

- a) If the bidder fails to deliver any or all of the goods and perform services within the time period(s) as specified in the contract, or any extension thereof granted by the BSNL;
- b) If the bidder fails to perform any other obligation(s) under the Contract; and

23.2. If the bidder, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the BSNL.

23.3. DCSP's Exit during the lock-in period shall carry a penalty in the form of surrender of all equipment and transfer of ownership to BSNL at zero cost in addition to the sum of all consequential damages, if any that arise on account of pre mature closure of as on date service contracts that BSNL would have entered into with its customers. DCSP shall be liable to pay BSNL the sum of all such expenses that BSNL will be required to incur on servicing all existing customer contracts. In such case, these contracts may be serviced through alternate means /partners, at risk and cost of the DCSP, and the sum of expenses on executing such arrangement, if any, and difference of Revenue share (in case of the same being lower for BSNL in the new engagement), shall be payable by DCSP to BSNL.

23.4. In the event the BSNL terminates the contract in part, the bidder shall continue the performance of the contract to the extent not terminated.

24. TERMINATION FOR INSOLVENCY

24.1. The Purchaser may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the bidder. If the bidder becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the purchaser.

25. ARBITRATION

Arbitration (Applicable in case of supply orders/Contracts with firms, other than Public Sector Enterprise) (Not applicable in cases valuing less than Rs. 5 lakhs)

25.1. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

(1) A party wishing to commence arbitration proceeding shall revoke Arbitration Clause by giving 60 days' notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

(2) The number of the arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority
Above Rs. 5 lakhs to Rs. 5 crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL.	BSNL (Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs. 5 crores	3 Arbitrators	One arbitrator by each party and the 3rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.

25.2. Neither party shall appoint its serving employee as arbitrator.

25.3. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise, he shall proceed de novo.

- 25.4. Parties agree that neither party shall be entitled for any pre-reference or pendentite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- 25.5. Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is upto Rs. 5 crores.

29B. Fast track procedure –

(1) Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section (3).

(2) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.

(3) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-

(a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;

(b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;

(c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;

(d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.

(4) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.

(5) If the award is not made within the period specified in sub-section (4), the provisions of sub-sections (3) to (9) of Section 29 A shall apply to the proceedings.

(6) The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.]

(7) The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and Counter Claims	Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)
Upto Rs. 5 crores	Within 6 months (Fast Track procedure)
Above Rs. 5 crores	Within 12 months

However, the above time limit can be extended by the Arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the Act.

(8) In case of arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay, etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.

(9) The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case may be).

(10) Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

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

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

25.7. APPLICABLE LAW AND JURSDICTION

25.8. (a) The supply order for Goods 'or' Services, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed.

25.9. (b) Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

26. SET OFF

26.1. Any sum of money due and payable to the bidder (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the BSNL or any other person(s) contracting through the BSNL and set off the

26.2. same against any claim of the Purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the bidder with the Purchaser or BSNL or such other person(s) contracting through the BSNL.

27. INDEMNIFICATION

27.1. Bidder has to given an indemnity bond as per Section IX along with the technical bid.

28. Court Jurisdiction:-

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

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

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

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

Section -III

IDC Technical details and service offerings

1. An Introduction to Internet Data Centers

- 1.1. The Internet has grown tremendously over the last few years with the result that organizations across the world are increasing their use of web-based services and products. For many organizations, the Internet has become a crucial aspect of their business and hence the reliability of the Internet service has become critical.
- 1.2. The advent of the Internet brought with it a huge requirement in terms of providing for underlying Internet Infrastructure. Faced with the need to establish a presence on the Web rapidly, organizations found that they not only lacked the know-how but also the physical space in which to install and manage their servers and other equipment. They also realized that monitoring the systems and provisioning for technical personnel on a 24*7 basis was a huge burden. More importantly, however, providing for the network scalability necessary to address peak periods of unpredictable and highly variable web demand became extremely expensive for many companies. Although some companies have chosen to address their requirements in-house and to maintain complete control over their Internet Infrastructure, the pressures of provisioning IT Infrastructure have led others to consider outsourcing their e-business infrastructure requirements.
- 1.3. A Data Center is a facility where customer can outsource the management and day-to-day operations of your Web sites or other IP connected applications. Customer can purchase the server hardware, rack space, bandwidth and network equipment. In addition, customer get a secure place to physically house your equipment--a secured cage, cabinet or room with regulated power, dedicated Internet connection, security, and fire detection/suppression.
- 1.4. **Why shall organizations outsource their Data Center Requirements?**
 - 1.4.1. A variety of factors lead businesses to outsource their data center operations, or at least to seriously consider outsourcing as an option. From a strategic perspective, companies increasingly seek to focus on core competencies, and outsourcing is essential to supporting that strategy. Advantages of outsourcing include:
 - Faster time to market: Establishing a robust Internet infrastructure can be a time consuming proposition. This starts with securing the necessary floor space and server infrastructure but also includes the technical talent to operate the infrastructure once installed. All these can incur significant time lags that can compromise time-to-market.
 - Gaining access to external expertise: Customers can gain the benefit of access to the best talent – which leads to better performance of their systems – without having to attract, retain and train, the talent themselves.

- Long term cost saving and avoiding high up-front expenditures: Outsourcing e-business infrastructure can result in significant cost savings depending on whether or not an organization already processes sufficient staff and infrastructure scalability on its own. If not, the prospect for avoiding high upfront expenditures for such items as server infrastructure, network bandwidth, and required personnel can be significant. Outsourcing can definitely result in reduced total cost of ownership for the customer
 - Increased reliability: By outsourcing, customers can gain access to reliability and scalability that they would not have had access to if they were to build a data center on their own.
 - Scalability: Being able to expand the Internet application is not always possible because of lack of space available within the organisation. By outsourcing to a Data Center, this problem does not occur.
 - Better utilization of existing manpower: The available technical manpower need not be tied up in managing the infrastructure. Since the requirements are outsourced, technical resources shall be able focus and concentrate on new opportunities
 - Vendor Management: By Outsourcing, the customer shall avoid the headaches of dealing with external vendors on a day-to-day basis for supply of new equipment, repairs, etc.
- 1.4.2. For organizations that can't claim managing infrastructure as a core competence, hosting-in- house is neither a strategic initiative nor a competitive differentiator, but rather a process that's companies must fulfill to meet the expectations of their customers and partners. Outsourcing can allow the management at these companies to concentrate on value-adding activities that provide for competitive differentiation.

2. Data Center Infrastructure Details

- 2.1. Internet Data Centers (IDCs) provide the physical environment necessary to keep your servers up and running 24 hours a day, 7 days a week. The Data Centers combine around-the-clock systems management with onsite personnel trained in the areas of networking, Internet, and systems management. The result is a physical and technical environment, affording customers the reliability and flexibility needed to outsource their mission-critical system or application operation needs.
- 2.2. BSNL plans to open IDC in different locations in the country to start with and then expand these in the future. These IDC shall be in pairs so that they can also act as disaster recovery center to each other and provide DR services for customers.
- 2.3. **Network**
- 2.3.1. A network linking between pair of data centers shall be provided with sufficient bandwidth by BSNL. The network topology would be designed to ensure redundancy allowing uninterrupted flow of data across the network. The network architecture shall be designed to provide scalability to handle exponential customer growth and would be well positioned to offer the highest level of service to its government and corporate customers.

2.3.2. With the help of its sophisticated Network Management tools shall continuously monitor Bandwidth usage and can advise the customer on the usage pattern thereby facilitating Bandwidth upgrades at the right time.

2.3.3. **Redundant network**

The network design would be fault tolerant and highly redundant and is capable of handling the load.

2.3.4. **Network Monitoring**

Network Operating Centre (NOC) shall also be set up at IDCs locations. This NOC shall monitor the network performance and also to do traffic analysis. This shall cover all the servers hosted at the Data Center.

2.4. **Service Level Agreements**

BSNL and partner DCSP shall enter into a Service Level Agreement with the customer. The SLA shall commit guarantees on Uptime. The details of the SLA would be worked out on case to case and need basis.

2.5. **Data Center indicative details**

Indicative (but not exhaustive data center technical details and requirement are in this section.

2.5.1. Typical constituents of IDC are: Reception lobby, Security operation center Network Operation Center Conference Room Managed Servers, Electrical room, Raised floor area, UPS / Genset / DC Power Plant, Customer work area, private cages, customer co-location area, Security, Fire Detection & Suppression, meeting rooms, racks etc. Data centre shall also require proper physical and logical security system with proper display mechanism console etc.

2.5.2. **Infrastructure:** Data center Facilities are to be designed with raised floors, Precision air-conditioning with accurate temperature and humidity control systems with separate cooling zones. Data centers so set up must have range of physical security features, including state-of-the-art smoke detection and fire suppression systems, and 24x7 secured access with biometric & proximity card readers, as well as video camera surveillance and security breach alarms. Following are some of the requirements:

- i. State of the Art Infrastructure like Precision controlled Cooling Systems, Power Conditioning equipment, multiple generators etc
- ii. A highly secure environment
- iii. A 24 x 7 Help Desk providing round the clock Service
- iv. Deployment of sophisticated network management tools that ensures pro-active monitoring of network and helps identify problem areas with minimal loss of time
- v. Deployment of high-performance management tools

2.5.3. **Power configuration:** The Available Power supply shall be in redundant mode at each stage of power distribution system. DCSP shall provide DG Set in minimum N+1 configuration. Bidder shall provide UPS in N+N configuration and with a battery backup of minimum 1 hour for each UPS.

2.5.4. **Fire detection and Control**: The Fire Alarm System with microprocessor based fire alarm panel with analogue addressable type detectors shall be provided. A combination of Photoelectric and Ionization smoke detectors shall be considered in the data center area to cater to entire spectrum of smoke for additional safety. The Fire fighting mechanism using better gases may be discussed with successful bidder on Merit considered is a FM-200 Gas Based System for the Data Center which shall be controlled through the building management systems.

2.5.5. **Air Conditioning & Temperature and Humidity control**

The features and specifications for the air-conditioning systems in all the Data Centers are as follows:

- i. Air supply: Precision A/C: 20 C \pm 1 C
- ii. Temperature control: Through Building Automation System & Microprocessor control panels & 3 way valves. The building management systems shall control the entire air-conditioning on the PC network.
- iii. Humidity maintenance: RH – not exceeding 60% or better known to DCSP.
- iv. Dust Filtering: 5 microns
- v. The data center shall be equipped with Backup AC Systems redundancy in case of failure / maintenance.

2.5.6. **Security**: The data center represents a concentrated collection of mission-critical enterprise computing resources that must be protected physically and logically. Indicative guidelines for limited access control are as below:

2.5.6.1. **Access** (via card access system or lock combination) shall be granted to specific individuals who routinely require physical access to the Data Center to perform work functions. This shall include:

- (a) Application support staff whose responsibilities require that they perform system functions on servers that can only be performed at the physical server location.
- (b) Work in the Data Center shall be limited to those occasions when physical access to the hardware is necessary. The Data Center shall not be accessible for application work that can be done outside the Data Center.
- (c) Other Information Systems staff whose work function routinely requires work in the Data Center.
- (d) The customer shall be required to specifically approve access for specific individuals in both of the above categories.

2.5.6.2. Controlled Access (escorted access) shall be granted to others whose work function requires occasional access to the Data Center. These individuals shall be granted access and escorted into the Data Center by Computer Operations staff. Sign-in is required. This access group would include:

- a) Vendor maintenance and system engineering staff.
- b) Other Information Systems staff.
- c) building management and maintenance staff under supervision.
- d) Other appropriate individuals accompanied by known staff as defined above.

2.5.6.3. The following are proposed for the various security features in each area of the Data center Facility:

Building Security Features

- i. Security provided 24x7x365
- ii. Entry to the IDC via a Single entrance.

POP and NOC Security Features

- iii. NOC and IDC are proposed physically located in the same premises but logically separated for better control and management.
- iv. Entry into the NOC would be restricted to Network Personnel only and in some cases to personnel from the clients who have authorized access.
- v. The access control system to provide Centralized Alarms, Alarm history and Reports and Database of all users, etc.

2.5.6.4. To sum up, the Data Center security Features include:

- i. IDC entry restricted to Customers and Administrators.
- ii. Entry into IDC via biometrics, Magnetic Cards.
- iii. Video Cameras are proposed in the data center with the pan, tilt and zoom facility wherever required to maintain surveillance of the protected areas. The control station shall consist of a console of monitors from where the entire facility can be monitored.
- iv. Necessary interlocks with access, intrusion, and fire systems are proposed to immediately display any emergency on monitors. All the events shall be recorded in the time-lapse video- cassette recorders for investigation and analysis.
- v. All employees of the Data Center Team are required to sign confidentiality agreement with the company.

2.5.6.5. In addition, with these IDCs it shall be possible to provide following services to the customers:

- (a) Secured Rack (Lock and Key) & optional – Punching Card.
- (b) Steel Meshed Cages – where entry is restricted to a Single customer
- (c) Modular Racks used to provide a Vault kind of a setup, where access can be restricted to only the space ordered by the customer.

2.5.7. **System infrastructure**

It shall be possible to offer following services to the customers:

- 2.5.7.1. Flexibly sized housing options (Rack Configuration) to allow Data Centers to become virtual extensions of the corporate enterprise. This provides for easy Scaling of customer's Internet operations with the growth of customers business.
- 2.5.7.2. From dedicated racks and shared cabinets to premium server hosting real estate options, not only gives customer the secured, scalable resources to house their network. BSNL can also provide customer with dedicated project management to coordinate and manage a successful installation.

Server Rack & Server Cabinet: For businesses with smaller space requirements, scalable racks and enclosed cabinets allow customers to store and manage their equipment offsite and enjoy the unequivocal advantages of state-of-the-art security and personal peace of mind.

i. The Server Rack features:

- High-strength aluminum shelves
- Standard 19" racks
- Flexible half or full sizes

ii. The Server Cabinet features include:

- Secure front-locking door
- Ventilation Fans

2.5.7.3. BSNL IDC are proposed for the ultimate space flexibility for customers with rack mountable equipment and/or a large number of servers, storage and other components. This would be a separate area, which can be cordoned using Steel Mesh walls and Key-Lock Sliding access door. Another option of High Strength Aluminum racks, which is scalable from half to full size capacity, is also proposed.

3. Indicative Data Center Service Offerings

3.1. It shall be possible to offer the following services to customers from the IDCs so set up, as and when customer demand is there in a timeframe decided mutually by BSNL & Data center service provider with the respective customer, depending on the feasibility.

3.2. Proposed offerings of the Internet Data Center (IDCs) are as follows:

- i. Hosting (Shared as well as dedicated)
- ii. Co-location
- iii. Managed Services

3.2.1. Hosting

3.2.1.1. BSNL proposes to provide a range of hosting options and building blocks that allow customers the ability to address a broad range of web-based issues. IDC would have easy tools that enable customers to complete basic to complex Internet application and site development tasks through the use of customer's own administration system and equipment. Hosting services come in two basic categories – dedicated or shared.

3.2.1.2. **Shared Hosting:** Shared servers offer clients the ability to host their Web site or application on a powerful, professionally managed server, at a low quarterly cost. Shared servers provide individual Web sites with redundant connectivity and 24/7 monitoring for a fraction of the cost of a dedicated server. Other services on Shared Hosting

i. Business Email

Email is an essential business tool, so BSNL proposes to make it easy for customers to create email accounts for their staff and manage them on a domain mutually agreed to and registered with Network Solutions or equivalent Registry.

ii. Bandwidth Options

BSNL would provide the customers with various Data Usage options to choose from. The customer would have an option for subscribing to Managed services, which shall be charged as applicable.

3.2.1.3. **Dedicated Hosting**: Dedicated servers are a single computer fully devoted to the needs of one customer. They allow for faster access to information and provide the customer with greater flexibility to add advanced database and e-commerce applications. As the customer does not share RAM, disk space or a connection to the router, dedicated servers provide customers with the most advanced Web hosting solutions. Managed services are charged as applicable. Other Services on Dedicated Hosting:

i. Business Email

Email is an essential business tool, so BSNL would make easy for customers to create email accounts for their staff and manage them on a domain mutually agreed to and registered with Network Solutions or equivalent Registry.

ii. Bandwidth Options

Customers shall have multiple options to choose from.

3.2.2. **Co-location Services**

3.2.2.1. Collocation refers to an approach whereby a customer "collocates" their own servers in an environment in which they can take advantage of the provider's floor-space as well as access to network bandwidth. The customer is provided with rack space, bandwidth, and connection to the Internet, un-interruptible power supply and a 24x7 server monitoring. Co-location has no "standard configuration." Customers shall be required to bring their own equipment to one of managed data centers and choose rack space and connectivity that best meets their individual needs. Co-location service offers Server as well as rack co-location and the service includes the basic:

- a) Power cycling
- b) Fire alarm, smoke detection and fire suppression systems
- c) UPS and generator power backup
- d) Cooling systems for protection of equipment
- e) Warm rebooting of servers
- f) Cabling
- g) Basic physical security
- h) Secure Environment

3.2.2.2. **The co-location customer can also choose various optional services:**

- a) Physical and electronic security measures
- b) Caging of co-located area
- c) Redundant, diversely routed bandwidth
- d) High speed Internet connectivity to backbone
- e) 24x7 monitoring of network connection and server availability
- f) On-site technical support services

- g) Secure cabinets for equipment
- h) Physical security – card access, Biometric systems or video monitoring
- i) Report generation
- j) 24x7 customer access

3.2.2.3. **Scalability:** Choosing Co-location Services allows companies to free up critical corporate bandwidth. Besides this, a variety of connectivity options ensure that customer shall have the bandwidth their site demands.

3.2.2.4. **Reliability:** Customer's servers are housed in a state-of-the-art data center with UPS protection, diesel generator backup, climate control, and redundant connectivity providing you with the peace of mind that their servers shall have the power and connectivity that they require.

3.2.3. **Dedicated Customer area**

3.2.3.1. BSNL proposes to provide the customer a dedicated area in the Data center where the customer can co-locate his servers and other applications. Access to this area shall be restricted as per the customer's requirements. The customer shall have the option of availing of the various managed services and other security offerings like caging etc. BSNL proposes to offer flexible pricing options depending on the customer's requirements. The customer has the option of availing of all the infrastructure facilities like:

- i. Data Center Space in a caged environment
 - ii. Provisioning of Network/ Supervision and ongoing management of network
 - iii. Use of infrastructure facilities such as raised flooring, Precision A.C., Physical Security
 - iv. Bandwidth and other managed services, which are charges as applicable. Alternatively, the customer can avail of only the basic;
- i. Data Center Space in a caged environment
 - ii. Use of infrastructure facilities such as raised flooring, Precision A.C.

3.2.4. **Managed Services**

3.2.4.1. Outsourcing the management and monitoring of mission-critical Internet operations is crucial for stability in an increasingly complex networking environment. Beyond the sheer complexity of infrastructure itself, the uncertainties of ever-changing relationships with Telcos, Internet Service Providers (ISPs), and rapidly changing technologies often render it difficult for businesses to make the best choices.

3.2.4.2. Managed services shall provide cutting-edge industry expertise to speed up the time-to-market, in the most cost-effective manner. These services are charged services. The managed services for offer may be as follows:

i. Managed Security Services

- (a) Firewall services
 - (b) Intrusion Detection services
 - (c) Risk Assessment
 - (d) OS Hardening
- ii. Backup services
 - iii. Messaging Solutions

- iv. System Services
- v. Reporting
- vi. Database solutions
- vii. Network Assessment, Design and Implementation services
- viii. Load Balancing
- ix. Disaster Recovery services

3.2.4.3. Security Management Services:

- i. Every day, new security vulnerabilities are discovered in software, hardware, protocols, and applications. Running an e-business can be pretty risky. Hackers the world over are constantly creating new ways to compromise the safety of your network. Security Management Services shall provide an Intrusion Detection Service to monitor customers' Web sites for suspicious activities. IDC team would have necessary expertise to rapidly investigate and take action against security conflicts and events. Security Management Services shall differ based on customer's requirements.

a) Managed Firewall Services

Firewall technology is today the standard for protecting perimeter access to the customer's Internet site. A firewall is designed to protect the network from security attacks. Placed between the customer's network and the Internet, a firewall monitors access requests. The firewall can immediately alert network administrators to suspicious activity.

Managed Firewall Service shall ensure that the customer gets the most out of this technology by providing precise configuration and aggressive management for the firewall. With the Managed Firewall Service, BSNL security experts shall assist with the customer to define the firewall security policy, and then customize, install and manage the chosen firewall which is most appropriate to his business. Key Features and Benefits of the service:

- i. Supplies complete solution, including rental of the necessary hardware and software
- ii. 24 x 7 network/firewall monitoring of firewall functionality
- iii. 24x7 support for firewall problem resolution
- iv. Setting up of security policies
- v. System administration for firewall – including updates and hot fixes that affect performance of firewall
- vi. Firewall installation and configuration and management
- vii. Firewall log files
- viii. Firewall configuration data backup (once a week or whenever there is a configuration change)

b) Managed Intrusion Detection System (IDS) Services

BSNL proposes to provide leading-edge intrusion detection and incident response services to help uncover suspicious activity on your network as it occurs - and ensures that appropriate measures are taken immediately.

IDS monitor a customer's Web site and generate an alarm when suspicious activity is detected. Partner DCSP 24 x 7 Team consisting of experts shall investigate and take action against security events such as hacking and DoS attacks. Depending on the nature of the requirements, appropriate measures to stop potentially destructive attacks which may include:

- i. OS hardening
- ii. Modification of firewall and IDS rules
- iii. Modification of the operating system security controls
- iv. Analysis of logs, system statistics, and files
- v. Collection of data and intrusion investigation
- vi. Collection of evidence and forensic analysis
- vii. Reporting and recommendations

ii. Backup Services

Overview of Backup Technology

The need to reliably backup and retrieve data has reached a new level of importance as companies are realizing the importance of saving and accessing large volumes of data. Today's corporate databases and on-line applications routinely manipulate hundreds of gigabytes (GB) of data, and databases of sizes one terabyte (TB) and more are becoming increasingly common. The amount of corporate data collected electronically is growing dramatically each year.

The reliance on full-time availability of data means the time to backup data is shrinking, and the demands for 100% availability of important data and for frequent backups is growing. These trends are placing enormous pressure on Information Technology organizations to increase the speed of backups while reducing the degree to which they intrude on day-to-day operations. Equally important is the need to recover files quickly and efficiently. Thus scheduled backups and rapid recoveries are activities that must be predictable, stable, reliable, and fast.

From these IDCs BSNL proposes to offers full management of a customer's data backup process for individual files, file systems, databases (Oracle, MS SQL Server and DB2) and applications. BSNL shall consult with the customer, assess backup requirements and administer data backup and restore processes. The backup service involves:

- Full backups would be done once a week at a time reasonably and mutually acceptable to and the customer. Cumulative incremental (differential) backups would be done six times a week at a time reasonably acceptable to the customer. After each three-week period, each tape shall be overwritten.
- BSNL shall install backup software on each customer server to be backed up on a case to case basis.
- Customers must notify the support staff in writing to make additions of new file names, file systems and applications directories for backup.

iii. Messaging Solutions

Proposed advanced Messaging Solutions enables the customer to outsource their entire e-mail operations from Web-based mailboxes for remote access to complete e-mail management. BSNL can offer customer scalable and secure solutions in outsourced messaging.

Web mail services propose to provide all the benefits of hosting to customer's own email server, but without the added cost of hardware, software, and administration. Through dedicated hosting offering, BSNL would configure a virtual email server to host customer's domain name and process all your email. Any standard POP3 email client software such as Microsoft Outlook can be used to retrieve your email from the server. Standard services that can be provided are:

- i. Password protection for administrator access
- ii. Interface to manage POP3 accounts, with access to an email control pane. This service allows your network administrator to do the following:
 - (a) Create new email accounts,
 - (b) Rename accounts,
 - (c) Delete accounts,
 - (d) Change passwords,
 - (e) Configure auto-forwarding and auto-responders for accounts.

iv. Systems Software Services

BSNL proposes to provide go-to-market solutions that speed up implementation considerably, with scalable solutions and leading systems technology. BSNL Server Solutions enable customer to rent pre-configured and customized Web and database server bundles from a variety of vendors including Sun Microsystems, IBM, HP and Dell. Operations Support Services provides DNS management and shared messaging solutions to meet the outsourcing needs of small, rapidly growing e-businesses wishing to outsource non-core business activities.

Role of System Administration

- a) Installing OS and standard applications
- b) Maintaining OS - upgrades/patches
- c) User Administration - Creation/Deletion, Properties modification
- d) Performance tuning
 - i. Tuning of the swap memory
 - ii. Tuning of the web service
- e) Monitoring the performance of the server/service and provide suggestions to the customer for tuning
- f) Backup/Recovery
- g) Troubleshooting (Trouble shooting shall not involve custom built components, which shall be the primary responsibility the customer's technical personnel.

BSNL personnel shall be involved only in minor administration tasks and assistance for custom built components)

- i. OS trouble shooting
- ii. Web service trouble shooting

v. Reporting

BSNL shall provide detailed reports to customers relating to both bandwidth utilization of the customer's network port and web traffic statistics. BSNL shall provide customers with most of the standard reports relating to bandwidth, uptime, web traffic, security etc. at regular intervals. In addition, custom reports to suit requirements of customer needs shall also be provided if required.

vi. Database solutions

- a) Installing Database applications
 - i. Installing updates/patches/service packs pertaining to the database application
 - ii. Allocating system storage for the database
- b) Creating and Maintaining User Administration - Creation/Deletion, Properties modification
- c) Performance Tuning
 - i. Tuning of the database application with respect to optimal memory/space/OS Resource usage
 - ii. Our role shall not include tuning of custom stored-procedures or scripts
- d) Databases Backup/Recovery
- e) Troubleshooting
 - i. Of the database application functionality
 - ii. Of problems pertaining to data accessibility and problems
 - iii. BSNL role shall not include troubleshooting problems pertaining to wrong coding of scripts. However BSNL shall assist the customer if he so chooses to locate the problem. However, the primary responsibility in rectifying the problem shall remain with the customer.

vii. Storage as a service

viii. Disaster Recovery

BSNL proposes to offer customized Disaster Recovery Solutions which shall be designed on a case to case basis depending on the requirements of the customers.

Section IV

Bid form

Tender No. MM/IT/*****

Date: *****

To

DGM (MMT), MM Cell
Bharat Sanchar Nigam Limited
(Corporate office)
2nd Floor Bharat Sanchar Bhawan,
Janpath, New Delhi-110001

Dear Sir,

1. Having examined the conditions of contract and specifications including clarifications, amendment/addenda Nos.....the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply set up 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 this Bid.
2. We undertake, if our Bid is accepted, to commence deliveries within () months and to complete the work specified in the contract within () months calculated from the date of issue of your purchase order (PO) or handing over of the site whichever is later.
3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum Rs. 1 Crore each per data center, for the due performance of the contract.
4. We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. 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.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

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

Dated this day of 200

Name and Signature -----

In the capacity of -----

Duly authorized to sign the bid for and on behalf of

witness

Address

Signature

Section- V

Financial proposal (Bid)

I/ We/ M/s.....offer following Revenue share to BSNL net of all statutory levies and Taxes in % (up to two decimal places) for providing services from IDCs:

S. No.	Item	Revenue share offered to BSNL (in %) up to two decimal places*	Revenue share offered to BSNL (in %) expressed in words
1	Co-location services		
1.1	Year 1	A1	
1.2	Year 2	A2	
1.3	Year 3	A3	
1.4	Year 4	A4	
1.5	Year 5	A5	
1.6	Year 6	A6	
1.7	Year 7	A7	
1.8	Year 8 (Optional)	A8	
1.9	Year 9 (Optional)	A9	
1.10	Year 10 (Optional)	A10	
2	For Hosting services (includes Managed services)		
2.1	Year 1	B1	
2.2	Year 2	B2	
2.3	Year 3	B3	
2.4	Year 4	B4	

2.5	Year 5	B5	
2.6	Year 6	B6	
2.7	Year 7	B7	
2.8	Year 8 (Optional)	B8	
2.9	Year 9 (Optional)	B9	
2.10	Year 10 (Optional)	B10	

Note:

1. * The revenue share % should be limited to 2 decimal points only. Any figure after 2 decimal points shall be ignored for all purpose.
2. In case of variation between rate mentioned in figures & words, the amount in words shall prevail.
3. For the purpose of evaluation (Weight-age of 10% for S. No. 1 and Weight-age of 90% for S. No. 2) shall be given.
4. Bidder shall quote the revenue shared offered to BSNL net of all statutory levies and Taxes i.e. approved Revenue Share % to BSNL shall be applied on end customer prices (Revenues) net of all statutory levies and taxes.

(Signature of Authorized Signatory)

Name.....

Official Seal

Section-VI

Details about the Firm (bidder)

Sl	Details Required	Response from the bidder
1	Full Name of the firm (in capital letters)	
2	Address of the Firm	
3	Contact No. of the firm	
4	Details of the authorized signatory	Name: _____ Designation: _____ Phone: _____ Mobile: _____ e-mail: _____ Address: _____ _____ _____
5	Type of firm (Proprietary /Partnership/Ltd. /Pvt. Ltd.)	
6	Income Tax Account No /PAN number (Latest income tax clearance Certificate to be attached with Proposal)	

7	Board of Directors	1. _____ 2. _____ 3. _____ 4. _____ 5. _____

I hereby certify that the above-mentioned particulars are true and correct.

Signature
Designation & seal of Firm
Name & full Address of the Firm.
.....
.....

Section VII

BID SECURITY FORM/ EMD Guarantee

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

Dated: dd.mm.yyyy

Sub: Bid Security/EMD guarantee.

Whereas M/s office/at
(Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs./- (hereafter known as the "B. G. Amount") valid up to/...../ 20.... (hereafter known as the "Validity date") in favour of DGM (MMT) BSNL CO, Delhi (Hereafter referred to as BSNL) for participation in the tender of work of vide tender no.

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

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. Notwithstanding anything herein contained:
 - (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) BSNL CO" payable at New Delhi.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers.....

Section-VIII

Consortium Agreement

(On non-judicial stamp paper of appropriate value)

In compliance to **Clause No.of Tender No. dated**, a consortium has been formed on **<Date>** between **<Bidder's Name>** and various technology providers to meet various eligibility criteria specified in the Tender under reference.

It has been agreed amongst all the consortium members that **<Bidder's Name>** is designated to submit the Bid on behalf of this consortium and henceforth called as Bidder. It is also confirmed that all the members of the said consortium meet the eligibility conditions as specified in the above referred Tender and have authorized the lead bidder by way of duly executed power of attorney in his favour to act on their behalf ("Lead bidder" and "bidder" has been used interchangeably).

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

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

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

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

<p>Email-ID:-</p> <p>Date:-</p>	<p>Email-ID:-</p> <p>Date:-</p>
<p>For <Consortium Partner-2></p> <p>Signature of Authorized Signatory</p> <p>Name:-</p> <p>Designation:-</p> <p>Date:-</p> <p>Witness-1</p> <p>Signature:-</p> <p>Name:-</p> <p>Designation:-</p> <p>Contact Phone:-</p> <p>Email-ID:-</p> <p>Date:-</p> <p>Witness-1</p> <p>Signature:-</p> <p>Name:-</p> <p>Designation:-</p> <p>Contact Phone:-</p> <p>Email-ID:-</p> <p>Date:-</p>	<p>For <Consortium Partner-3></p> <p>Signature of Authorized Signatory</p> <p>Name:-</p> <p>Designation:-</p> <p>Date:-</p> <p>Witness-1</p> <p>Signature:-</p> <p>Name:-</p> <p>Designation:-</p> <p>Contact Phone:-</p> <p>Email-ID:-</p> <p>Date:-</p> <p>Witness-1</p> <p>Signature:-</p> <p>Name:-</p> <p>Designation:-</p> <p>Contact Phone:-</p> <p>Email-ID:-</p> <p>Date:-</p>
<p>.....</p>	<p>.....</p>

Section IX

DEED OF INDEMNITY

This **DEED OF INDEMNITY** is executed on this the _____ MM, DD by _____

1. **<<Name of the Bidder>>**, a company registered under the Companies Act, 1956 and having its registered office at <<Address of the Bidder>> acting through << Authorized Signatory>> is hereinafter, for the purposes of this Deed of Indemnity, be collectively referred to as '**Data Center Service Providers' or 'DCSP'** is authorized representative, authorized to execute this Deed of Indemnity on behalf of the **Data Center Service Providers or DCSP**. {Here Data Center Service Provider "DCSP" and Bidder are the same entity}.

TO AND IN FAVOUR OF

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

WHEREAS

- (a) The Purchaser had invited bids *vide* their Tender No MM/IT/..... DATED (hereinafter referred to as 'Tender') for the purpose of setting up own operate Internet Data Center (IDCs) in BSNL.
- (b) The DCSP (Bidder) had submitted its proposal dated ____ (hereinafter referred to as the 'Bid') for the provision of such services in accordance with its proposal as set out in its Bid and in accordance with the terms and conditions of the Tender.
- (c) The Tender Document requires the DCSP (Bidder) to indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in the mentioned work.
- (d) The Bidder has in order to comply with the terms of the Tender agreed to execute the Deed of Indemnity on such terms and conditions more fully mentioned below.

NOW THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:

1. The DCSP (Bidder) shall, in consideration of the Purchaser making payment under and in accordance with the Tender Document, hereby agrees to indemnify the Purchaser against any costs, loss, damages, and claims from third parties or liabilities suffered by the Purchaser and directly arising out of the following reasons:
 - a. Any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the DCSP (Bidder) or any sub-contractor during the course of performance of the Services.

- b. Any litigation arising out with the original software solution provider in case of bundled software for which separate licenses would otherwise have been required.
- c. The DCSP (Bidder) shall protect, defend, indemnify and hold harmless to BSNL and its employees, officers, Directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and cost (including legal costs and disbursements) arising from:
 - I. Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency or regulator issued with respect to the product/services being supplied/provided under this Tender.
 - II. Any claim made by third parties arising out of the use of the services of BSNL being provided using the equipment supplied under the Tender to the extent these are attributable solely to the poor quality or non-compliance of the products/services to the respective specifications.
 - III. Any claims arising from the customers or other service providers in connection with interruptions or degradation of Services due to non-availability of services beyond the stipulated time frame as contained in AMC and solely attributable to the bidder of the product and services under this Tender.
 - IV. Any claim that the equipment/ services or any value addition component offered and supplied by the bidder in this Tender, infringe any patent, trademarks or copyrights of any third party.
- 2. This Deed of Indemnity shall stand terminated on expiry of or early termination of the contract period as envisaged in the above said Tender requirement.
- 3. The Deed of Indemnity shall constitute the entire indemnity provided by the DCSP (Bidder) for the indemnities asked for vide Section IVE Clause 27.3.1 and Section III D Clause 3 of the said Tender.
- 4. This Deed of Indemnity shall be governed by and construed in accordance with Indian law.

(Authorized Signatory)

Date:

Place:

<< Name of the Bidder >>

Witness 1:

Witness 2:

Section- X

PERFORMANCE SECURITY GUARANTEE (PBG) BOND

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

Sub: Performance guarantee.

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

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

1. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.

2. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.

3. 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.

The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law

relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

Notwithstanding anything herein contained ;

- (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
- (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) BSNL CO" payable at New Delhi.

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

ANNEXURE -I

NRC PROFORMA FOR DECLARATION BY BIDDER

"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
Designation & seal of Firm
Name & full Address of the Firm.
.....
.....
.....

Witnesses

Signature
Name & Address

2. Signature
Name & Address

ANNEXURE -II
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

[To reach (MMT) before date of bid opening]

To

DGM (MMT), MM Cell
Bharat Sanchar Nigam Limited
(Corporate office)
2nd Floor Bharat Sanchar Bhawan,
Janpath, New Delhi-110001

Subject: Authorization for attending bid opening on _____(date) in the Tender of

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

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

.....

Signature of the Representative

Name of the Representative

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

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

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

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

INTEGRITY PACT

To be signed on plain paper by

Both BSNL and the Bidder

This **Integrity Pact Agreement** is made on ___ day of ____, 20___, by and between:
Bharat Sanchar Nigam Limited (BSNL) (hereinafter referred to as "The Principal")

And (here inafter referred to as "The Bidder/Contractor")

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

2. Preamble

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

B. In order to achieve these goals, the Principal will appoint an Independent External Monitor (as hereinafter defined) who will monitor the Tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

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

1.2 No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

1.3 The Principal will, during the Tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Corporate Vigilance Office of BSNL ("Corporate Vigilance Office") and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)

2.1 The Bidder(s) commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the contract execution.

2.2 The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage

of any kind whatsoever during the tender process or during the execution of the contract.

- 2.3 The Bidder(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.4 The Bidder(s) will not commit any offence under the relevant applicable laws include the anti-corruption laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.5 The Bidder(s)/ will, when presenting his Bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 2.6 The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from Tender process and exclusion from future contracts

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

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

- 5.1 The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the Tender process.
- 5.2 If the Bidder makes any incorrect, contrary to the provisions of this Section 5, , he can be disqualified from the Tender process or action can be taken as per the defined procedure.

Section 6 – Equal treatment of all Bidders/ Subcontractors

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

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

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

Section 8 – Independent External Monitor

- 8.1 The Principal appoints competent and credible independent external Monitor for this Integrity Pact Agreement ("Independent External Monitor"). The task of the Independent External Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Integrity Pact Agreement.
- 8.1 The Independent External Monitor is not subject to instructions by the representatives of the Parties and performs his functions neutrally and independently. He reports to the CMD of the BSNL.
- 8.2 The Bidder(s) accepts that the Independent External Monitor has the right to access without restriction to all project documentation of the Principal including that provided by its sub-contractor. The Bidder will also grant the Independent External Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to the subcontractors of the Bidder. The Independent External Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Subcontractor(s) with confidentiality.
- 8.4 Notwithstanding anything contained in this Section, the Bidder(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s) shall not be required to provide any data relating to its other customers, or any personnel or employee related data.
- 8.5 The Principal will provide to the Independent External Monitor sufficient information about all meetings among the Parties related to the project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder. The Parties offer to the Independent External Monitor the option to participate in such meetings.
- 8.6 As soon as the Independent External Monitor notices, or believes to notice, a violation of this Integrity Pact Agreement, he will so inform the management of the Principal and request the management to discontinue or take corrective action, or to take other relevant action. The Independent External Monitor can in this regard submit non-binding recommendations. Beyond this, the Independent External Monitor has no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action.
- 8.7 The Independent External Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.8 If the Independent External Monitor has reported to the CMD of the BSNL, a substantiated suspicion of an offence under Applicable Laws including relevant anti-corruption laws of India, and BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Corporate Vigilance

Office, the Independent External Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The word Independent External 'Monitor' would include both singular and plural. The Principal intends to award, under laid down organizational procedures, contract/s for -----. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section 1 – Commitments of the Principal

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

- (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- (c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

(1) The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary

contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

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

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

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

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

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

Section 8 – External Independent Monitor/Monitors

1. Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD of the BSNL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the CMD of the BSNL, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, BSNL.

Section 10 – Other provisions

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

For the Principal

For the Bidder/Contractor

Place..... Witness 1 :

Date Witness 2 :

Section 11

BIDDER'S PROFILE & QUESTIONNAIRE

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the Individual/ Firm:.....

2. Present Correspondence Address:

.....
.....

Telephone No. Mobile No. FAX No.
.....

3. Address of place of Works/ Manufacture

.....
.....

Telephone No. Mobile No.

4. State the Type of Firm: Sole proprietor-ship/partnership firm / (Tick the correct choice):
Private limited company.

5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

S. No.	Name	Father's Name	Designation
1.			
2.			
3.			
4.			
5.			

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):

7. Permanent Account No. :
8. Details of the Bidder's Bank for effecting e-payments:
 (a) Beneficiary Bank Name:.....
 (b) Beneficiary branch Name:.....
 (c) IFSC code of beneficiary Branch.....
 (d) Beneficiary account No.:.....
 (e) Branch Serial No. (MICR No.):.....
9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Delhi? If so state its Address

10. GSTN Registration Number(s) of all units/business places of the bidder vide which he intends to execute the contract, if awarded.
 GSTN 1.....
 GSTN 2.....
 GSTN 3.....
 and so on"

B) Questionnaire

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

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

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

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

4. Suggestion for improvement of the tender document.

.....

Place.....

Signature of contractor

Date

Name of Contractor
