



Tender No: / / / issued on / /

TENDER

FOR

**DEPLOYMENT OF SYSTEM FOR
LCD Display Promotion Solution**

TENDER NO.: / / / issued on / /



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
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Visit us at www.bsnl.co.in



Bharat Sanchar Nigam Limited
(A Government Enterprises)

Tender for Deployment of LCD Display Promotion Solution (LDPS)

No. / / /

Date:

DETAILED NOTICE INVITING TENDER (NIT)

- 1. Introduction:** BSNL is currently operating its Cellular Mobile services across the country except in Delhi & Mumbai. BSNL hereby invites proposals from interested & eligible companies for deployment of LCD Display Promotion Solution (**LDPS**) at BSNL's CSCs at its own cost. The bidder has to provide the requisite hardware & software, install, commission and subsequently Operate & Maintain LCD Display Promotion Solution. It is understood that the proposed **LDPS** provider will process the promotion related data provided by BSNL offices to provide effective **LDPS** facility to BSNL. The user base for the LCD Display Promotion Solution (**LDPS**) will be about 5000 for Pan India.
- 2. Details of zones are as given below:-**

S. No.	Zone & its Nodal Center Location	Circles
1.	East Kolkata	Assam, Bihar including Jharkhand, Kolkata Metro ,Orissa, West Bengal including A&N, North East (NE-I & NE-II)
2.	West Pune	Gujarat, Maharashtra, Madhya Pradesh & Chhattisgarh
3.	North Chandigarh	Haryana, Himachal Pradesh, , Jammu & Kashmir ,Punjab, Rajasthan, UP (East), UP (West) & Uttarakhand
4.	South Trichy	Andhra Pradesh, Karnataka, Kerala, Tamil Nadu & Chennai

- 3. Eligibility Conditions:** The Eligibility criteria for qualifying companies to participate in Tender shall be as below:
 - 3.1.** The Bidder should be a company registered & incorporated under the Indian Companies Act, 1956/2013 or any amendments or renewal thereof.
 - 3.2.** The Bidder shall have a minimum cumulative turnover of INR 5 (Five) Crore during last 3 financial years. Audited annual report shall be submitted for this purpose.
 - 3.3.** The bidder company shall have the experience of atleast 2 years in the field of implementing the display promotion platform or marketing media creation.
 - 3.4.** Bidder Company will have to deposit Bid Security in form of Bank Guarantee/DD issued from Nationalized/Scheduled Bank of India (issued from a branch located in India) valid for a period of 180 days from the date of Tender opening along with the proposal (Annexure-III). The value of Bid Security will be Rs.11 lakhs.



- 3.5. The Bidder Company will not have substantial equity stake (10% or more) in and of any Basic services/ Cellular services/ Internet services/ Unified Access services/ National Long Distance services operating company(ies) in India or their promoters or vice versa. Even at a later date, if there is a substantial change in the ownership structure of the company leading to the above mentioned types of companies/promoters getting more than 10% stake, then BSNL reserves the right to terminate the contract.
- 3.6. The Bidder Company will not be a licensed service provider to provide Basic services/ Cellular Services/ Internet services/ Unified access services/ NLD services anywhere in India.
- 3.7. The Bidder Company should not have been banned by central/ state governments/ PSUs. The bidder is required to submit self certification in this regard in the technical bid.

4. List of documents to be submitted as part of the proposal:

- 4.1. Copy of the Articles & Memorandum of Association of the Lead bidder
- 4.2. Latest list of Directors on the board of the Company with their address (es), contact telephone numbers, Email Ids, DIN of each director, CIN of the company, etc.
- 4.3. Certified true copy of Board's/Managements' resolution in favor of authorized signatory.
- 4.4. Power of Attorney duly notarized on non-judicial stamp paper of INR 100/- in favor of authorized signatory.
- 4.5. Attestation of the specimen signatures of the authorized signatory by authorized signatory banker.
- 4.6. Audited Annual Reports of the company for the last 2 financial years. In case of non-availability of audited annual report for the latest year, CA certified report may be submitted.
- 4.7. Turnover certificate from the company's Auditors/ CA for the last 2 financial years regarding turnover as required under the eligibility conditions.
- 4.8. NDU, duly notarized on non judicial stamp paper of INR 100/- (NDU format enclosed at Annexure-II.
- 4.9. Contact details i.e. Name, mail id, phone no., mobile no., fax no. of a responsible person for liasoning in this matter.
- 4.10. Experience certificate from the said client is required to be enclosed with the technical bid mentioning that the said bidder has implemented the solution satisfactorily. The Bidder shall submit references of experiences, as referred to above, in the form of an original certificate from the relevant companies signed by the senior official of the relevant companies (including name, designation, telephone number, fax numbers and e-mail id of the signatory and that of the company).
- 4.11. Undertakings in support of company not having more than 10% equity stake and not being a licensed service provider as required in eligibility conditions in the Performa enclosed at Annexure-IV.



- 4.12. Non refundable Tender fee amount of INR 4,000 through DD/ Banker's cheque in favor of AO, Cash BSNL New Delhi, Payable at New Delhi.
- 4.13. Bid Security as defined in clause 3.4.
- 4.14. Complete Tender Document.

5. Scope of Work in brief:

- 5.1. Bid Validity will be 150 days from issue of tender.
- 5.2. The period of final contract will be for 40 (Forty) months including 4 (Four) months regular deployment cum integration period counted from the date of PO by BSNL. Period of regular contract will be extendable for next two years on year-to-year basis as per existing terms and conditions of the Tender.
- 5.3. The bidder will be responsible for due performance of the contract. Also bidder will be responsible for non-performance inter-alia any other act that may lead to barring of business dealing with the bidder (along with its parent company or its consortium partner company) or banning business with them.
- 5.4. It shall be bidder's responsibility to ensure total compliance with various directions/ instructions/ guidelines/ recommendations, issued time to time, by the Licensor and/ or the Regulator without any charge from BSNL. The successful vendor shall also comply with all statutory norms/directives/instructions/ guidelines issued by the Government Of India/ Reserve Bank of India or any other government body/ agency/ regulator dealing with telecom network. The vendor shall pledge to indemnify BSNL for any commission/ omission done or not done either advertently or inadvertently in the course of doing business so envisaged in this Tender that attracts any action in the court of law either civil or otherwise or any tax authority or any other agency or body or constituted nominee of either under the Central or State who is so authorized to act on their behalf.
- 5.5. A desirable detailed scope of work has been defined under **Annexure-I**.

6. Clarifications of the Tender:

Clarification, if any, may be requested in writing before 21 days of the last date of submission of Tender. BSNL will issue clarifications, if required, 15 days before the last date of submission of Tender and will be intimated to prospective bidders by email and shall be publicized on BSNL Website. The queries may be sent on email at hqsalescm@gmail.com

7. Submission of Proposals:

- 7.1. E-tender process will be used for the Tender.
- 7.2. Tender document can be obtained by downloading it from the website "www.bsnl.co.in"- following "Link for E-tenders by BSNL". The bidders downloading the Tender document are required to submit the non refundable tender fee amount of INR 4,000 through DD/ Banker's cheque along with their tender bid failing which the Tender bid shall be left archived unopened/ rejected. The DD/ banker's cheque shall be drawn from any



Nationalized/ Scheduled Bank in favour of (state designation of concerned Accounts Officers) e.g. “A.O.(Cash), BSNL, C.O. New Delhi” and payable at..... (state the name of the concerned payable City/Station) e.g. “New Delhi”.

7.3. The bidder has to submit single Bid for PAN India.

7.4. Additional/ ambiguous conditions are not permissible and will render the proposal liable for rejection.

7.5. Proposals received after the specified date and time will not be opened or considered. BSNL, at its discretion, may extend the deadline for the submission of the Proposals.

8. E-tendering Instructions to Bidders

8.1. For conducting electronic tendering, BSNL HQ is using the portal (<https://www.tcil-india-electronictender.com/>) of M/s TCIL, a Government of India Undertaking.

8.2. Tender Bidding Methodology:

Tender process will comprise of Sealed Bid system (single stage-two envelopes) .

Broad outline of activities from Bidders prospective:

- i. Procure a Digital Signing Certificate (DSC)
- ii. Register on Electronic Tendering System® (ETS)
- iii. Create Users and assign roles on ETS
- iv. View Notice Inviting Tender (NIT) on ETS
- v. Download Official Copy of Tender Documents from ETS
- vi. Clarification to Tender Documents on ETS
 - Query to BSNL (Optional)
 - View response to queries posted by BSNL, as addenda.
- vii. Bid-Submission on ETS
- viii. Attend Public Online Tender Opening Event (TOE) on ETS Opening of Techno-commercial Part
- ix. View Post-TOE Clarification posted by BSNL on ETS (Optional) Respond to BSNL’s Post-TOE queries.
- x. Attend Public Online Tender Opening Event (TOE) on ETS Opening of Financial-Part (Only for Technical Responsive Bidders)
- xi. For participating in this Tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

8.3. Digital Certificates

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



8.4. Registration

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

Pay Annual Registration Fee as applicable.

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

TCIL Helpdesk/ ETS Helpdesk	
Telephone	(011) 2624 1071 / 2624 1072 [between 9:30 hrs to 18:00 hrs on working days]
Mobile Nos.	98683 93717 / 98683 93775
E-mail ID	ets_support@tcil-india.com [Please mark CC: support@electronictender.com]

BSNL Contact-1	
BSNL's Contact Person	
Telephone/ Mobile	(011) 2371 7844 [between 9:30 hrs to 18:00 hrs on working days]
E-mail ID	

BSNL Contact-2	
BSNL's Contact Person	
Telephone/ Mobile	(011) 2303 7172 [between 9:30 hrs to 18:00 hrs on working days]
E-mail ID	

8.5. Bid related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS.

Broad outline of submissions are as follows:

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



8.6. Offline Submissions:

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

1. EMD-Bid Security in Original.
2. DD/ Bankers cheque against payment of Tender fee.
3. Integrity Pact.(If applicable)

8.7. Special Note on Security of Bids

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

As part of the Electronic Encrypter™ functionality, the contents of both the ‘Electronic Forms’ and the ‘Main-Bid’ are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a ‘password’, a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned Tender -opening officers of the Buyer organization and the personnel of e-tendering service provider.

Typically, ‘Pass-Phrase’ of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

8.8. Public Online Tender Opening Event (TOE)

ETS offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) dully authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure ‘Public Online Tender Opening Event (TOE)’ has been implemented on ETS. As soon as a Bid is decrypted with the corresponding ‘Pass-Phrase’ as submitted online by the bidder himself (during the TOE



itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular Tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

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

8.9. Other Instructions

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

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

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

- i. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first Tender submission deadline on ETS.
- ii. Register your organization on ETS well in advance of your first Tender submission deadline on ETS
- iii. Get your organization's concerned executives trained on ETS well in advance of your first Tender submission deadline on ETS
- iv. Submit your bids well in advance of Tender submission deadline on ETS as there could be last minute problems due to internet timeout, breakdown, etc.



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

8.10. Minimum Requirements at Bidders end

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

8.11. Vendors Training Program

One day training (10:00 to 17:00) would be provided. Training is optional.

Vendors are requested to carry a Laptop and Wireless Connectivity to Internet.

Tentative Dates	Date of uploading of Tender document + 7 days
Venue	Meeting Room, 2 nd Floor, BSNL Corporate Office, Bharat Sanchar Bhawan, Janpath, New Delhi – 110001
Vendors Training Charges (Per Participant) per training day	Rs. 3,000/- (plus Service Tax as applicable)
Mode of Payment of Fees	DD drawn in favour of M/s TCIL, New Delhi & payable at New Delhi

9. Opening of Proposals:

- 9.1. BSNL shall open PROPOSALS at 1600 hours on 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 will be opened on the next working day, time and venue remaining unaltered.
- 9.2. BSNL reserves 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.
- 9.3. 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.
- 9.4. Date for opening of Financial Bids will be informed later.

10. Evaluation of the Proposals:

- 10.1. The proposals will be screened based on the eligibility criteria and submission of all the requisite documents as asked for in this bid. List of the documents submitted in this bid should be mentioned clearly in the index so that evaluation committee is able to easily locate them.



- 10.2. The Companies may also be asked to give presentations in respect of the technical details/proposal.
- 10.3. The financial stage evaluation shall be carried out on financial bid submitted by the shortlisted eligible partners. The bidders shall be short-listed on the basis of financial quotes submitted by the bidders, the L-1, L-2, L-3 up to L-n will be designated. The BSNL reserves the right to counter offer any price.
- 10.4. The work will be awarded to L-1 bidder.
- 10.5. In case of failure of the L-1 bidder to execute/ accept the offer, Bid Security of L-1 shall be forfeited.

11. Advance Work Order:

- 11.1. The issue of advance work order shall constitute the intention of BSNL to award the contract on the successful bidder. 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.
- 11.2. The successful bidder shall within 14 days of issue of an advance work order give his acceptance, submit PBG and sign a contract.
- 11.3. Successful bidder shall have to submit a Performance Bank Guarantee (PBG) from Nationalized/Scheduled Bank of India (issued from a branch located in India) in the proforma (Annexure-V) of INR value equal to 5 % of the total financial quote submitted by the bidder and rounded off to the next multiple of 5 Lakh within 14 days of issue of advance work order. PBG should be valid for 46 months (i.e term of contract + 6 months)
- 11.4. If the bidder fails to submit PBG within the stipulated time, BSNL shall forfeit Bid Security and Blacklist the bidder for a period of 3 years.
- 11.5. PBG shall be forfeited/adjusted if the successful bidder fails to execute agreement within the stipulated time or fails to meet obligations mentioned in this Tender. BSNL may short close the agreement in that case.
- 11.6. Incase bidder quits before completion of agreement period of service or does not perform at all, the complete PBG available with BSNL will be forfeited.

12. General Conditions:

- 12.1. BSNL reserves the right to accept or reject any proposal or to annul this process and reject all proposals, at any time prior to finalization of the content/service provider(s) without assigning any reason whatsoever and without thereby assigning any liability to the affected participant on the ground of BSNL's action(s).
- 12.2. 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.
- 12.3. BSNL reserves the right to blacklist a participant for a suitable period (as deemed fit by BSNL) in case it fails to honor its proposal in totality.
- 12.4. The bid security may be forfeited :



- I. If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the Bid form or extended subsequently, or
 - II. In the case of successful bidder, if the bidder fails:
 - a) To sign the contract in accordance with clause 11.5 or
 - b) To furnish PBG within the specified time in accordance with clause 11.3
 - c) Fail to furnish documents or information desired by the BSNL
 - III. In both the above cases i.e 12.4- I & II, the bidder will not be eligible to participate in the tender for same item for three years from the date of issue of APO.
- 12.5. 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 provided under clause 3.4 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

13. Delivery of Service:

- 13.1. Successful bidder shall deploy system for LCD Display Promotion Solution and start rendering service to BSNL within 4 months (stipulated time) from the date of award of work. This shall include time for supply of hardware, software, installation, integration, commissioning and functional Testing by BSNL.
- 13.2. Successful bidder will propose the test schedule within 2 weeks of issue of award of work for testing of functional requirement of the LCD Display Promotion Solution. This test schedule shall be examined by BSNL and finalized within 2 weeks of receipt of the same to make it as a reference document for testing.
- 13.3. The successful bidder shall arrange to provide necessary tools & support to carry out these tests. The system should be offered for functional test not later than 4 weeks prior to the date of LCD Display Promotion Solution commissioning.
- 13.4. Service will be launched commercially only after functional testing has been completed successfully.

14. Training to BSNL Staff:

- 14.1. The successful bidder shall provide training to BSNL personnel associated with the scope of work along with a comprehensive write-up for using the application and common trouble-shooting. Total 10 man days per zone in a year in one or many spells.
- 14.2. It shall be responsibility of the selected bidders to impart the training at least once a year to BSNL staff/ Call center agent(s). The operational training will be for 20 man days per year per zone.
- 14.3. The Cost of the training has to be borne by the bidder.

15. Payment to Successful bidder:

- 15.1. Chief General Manager of the concern circles will nominate a nodal officer to monitor the performance of system as well as all the faults and calculation of penalties.



- 15.2. Circles and Bidder shall separately submit the monthly reports on faults and calculated penalty to S&M-CM, Cell BSNL CO, New Delhi by 5th of the next month.
- 15.3. After complete commissioning of the LCD Display Promotion Solution (LDPS), successful bidder shall submit the circle wise bill as per clause 15.5 at S&M-CM, Cell BSNL CO, New Delhi.
- 15.4. After receiving the confirmation certification from the circles, the bills will be processed for the payment to the bidder within the next 15 days.
- 15.5. Payment to the bidder will be in seven installments:-
- I. After successful completion of installation & commissioning of LDPS, first invoice of 25% of the total bill amount is to be raised by the bidder. The amount will be paid after submission of the bills and receiving of the confirmation certificate from the circles.
 - II. Thereafter, 12.5% of the total bill amount will have to be raise by the bidder at half yearly interval. The amount will be paid after submission of the bills and receiving of the confirmation certificate from the circles after each six months.
- 15.6. Successful bidder will be paid Basic price plus applicable Service Tax. Apart from Service tax no other tax would be reimbursed by BSNL. Upon implementation of Goods and Service Tax (GST), GST (both Centre and state) would be reimbursed by BSNL. Successful bidder shall provide invoice in conformity with Rule 4A (1) of Service Tax Rules, 1994 or and any rules prescribed in this regards later on to ensure BSNL to avail input credit or Cenvat credit.
- 15.7. Successful bidder will be required to raise state wise invoices containing all statutory levies and Taxes applicable as per Indian law
- 15.8. BSNL will deduct WCT-TDS as per the WCT/VAT Act, if applicable in the concerned circle, before making payment to the successful bidder.
- 15.9. BSNL will deduct TDS in terms of the Income Tax Act or any other Act prevailing during the relevant period.
- 15.10. Basic price would be renegotiated once Goods and Service Tax (GST) is implemented so that the befit of all reduced cascading taxes and increases creditable taxes is completely passed on to BSNL
- 15.11. Successful bidder will provide separate invoice for claiming Commission @ 15% for bringing advertisement to run on BSNL LDPS platform (as specified in clause 2.12 of Annexure-I) alongwith Service Tax in conformity with Rule 4A (1) of Service Tax Rules, 1994. BSNL is entitled to deduct Income Tax as per Indian Income Tax Act, 1961

16. Liquidated Damages :

- 16.1. Should the bidder fail to perform the obligation in the agreement, within agreed and prescribed period herein in the EOI/agreement, BSNL, without prejudice to other remedies available to it, shall be entitled to recover, as agreed Liquidated Damages (LD), at the rate and in circumstances herein below:-



- I. In case of any delay in commissioning of services beyond the prescribed period (4 months) Liquidated Damages (LD) shall be recovered as under
- a) @ 0.5% of total financial quoted amount per week for first 10 weeks
 - b) @0.7% of total financial quoted amount per week for next 10 weeks

Extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances by the Director (CM), stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.

- 16.2. Upon breach of terms of agreement by the successful bidder, BSNL may sign agreement for the contract period with any other suitable company at the terms and conditions which makes availability of the services at the earliest. In this process if BSNL has to pay some additional payout, the same will be recovered from the PBG of the bidder..
- 16.3. The LD as stated above sub clause shall be recovered for each failure under agreement and shall be set off/adjusted against running bills, besides other action/ remedied/ rights of BSNL including the termination of contract.
- 16.4. Quantum of LD assessed and levied/ recovered by the BSNL and decision of BSNL shall be final and binding on the successful bidder and shall not be challenged either before the court or Arbitration Tribunal. The same should stand specifically excluded from the purview of the Arbitration clause.
- 16.5. Limitation of Liability: The party agrees that neither party shall be liable to other party for any indirect, special, incidental, punitive or consequential damage (including lost profit) arising out of either parties breach of this agreement except liability prohibited by law i.e the liability shall not be excluded for (a) fraudulent misrepresentation, and/or (b) death or personal injury caused by negligence of either party.

17. Quality of Service:

- 17.1. The Bidder shall operate and maintain its Network conforming to Quality of Service standards as prescribed by BSNL. The Company shall adhere to such QoS standards and provide timely information as required therein.
- 17.2. In the process of operating the Services, the company shall be responsible for
- a) Installation, Operation & proper maintenance of the equipment.
 - b) Maintaining the performance and quality of service.
 - c) Maintaining the MTTR (Mean Time to restore) within the specified limits of the quality of service in respect of normal failures excluding failures at BSNL end and catastrophes.
 - d) The bidder will keep a record of number of faults and rectification reports in respect of the service, which will be produced before BSNL as and when and in whatever form desired. All the records are to be kept for one year in general and for longer in case specifically notified by BSNL circles.
- 17.3. The bidder shall be responsive to the complaints lodged by BSNL. He shall rectify the anomalies within the MTTR specified below and maintain the history sheets for each



installation, statistics & analysis on the overall maintenance status and the same shall be made available to BSNL at desired intervals in prescribed format/ Performa.

17.4. Bidder shall make efforts to rectify the complaints within 24 hours. Circle wise 90 % of the complaints are to be rectified within 24 hours. In case of non fulfilling these MTTR penalties will be levied on the bidder. The penalties will be deducted from the installments due to the bidder as per Clause 15. The calculation of penalties are as below:-

- I. Day wise Monthly reports on complaints are to be analyzed.
- II. In case of more than 10% of the complaints are found to be un-rectified within 24 hrs of booking, a penalty is calculated based on total un-rectified complaints multiplied by one day proportionate amount of LDPS unit upto 3 days (72 hours).

Considering the total bid price for a LDPS unit for the period of 3 years as Rs. X. The one day proportionate amount of LDPS unit (Y) may be calculated as :-

$$Y = \{X / (3 * 365)\}$$

- III. In case of Complaints for a LDPS unit persists for more than 3 days penalty will be as given below:-

Complaints for the Unit	Penalty (in Rs.)
persist for > 3 days & < 7 days	Penalty equivalent to (1.2 times total number of days Unit is faulty * Y)
persist for >= 7 days & < 15days	Penalty equivalent to (1.25 times total number of days Unit is faulty * Y)
persist for >= 15 days & > 1 months	Penalty equivalent to (1.3 times total number of days Unit is faulty * Y)
persist for >= 1 months & > 2 months	Penalty equivalent to (1.35 times total number of days Unit is faulty * Y)
persist for >= 2 months	Penalty equivalent to (1.4 times total number of days Unit is faulty * Y)

17.5. Concerned circles and Bidder shall separately submit the monthly reports on faults and calculated penalty to S&M-CM, Cell BSNL CO, New Delhi by 5th of the next month.

17.6. The maximum penalty amount for the month that can be levied on bidder is limited to the total payment due to the bidder for the month.

18. Suspension, Revocation or Termination of agreement:

18.1. BSNL reserves the right to suspend the operation of this agreement, at any time, due to change in license conditions or upon directions from the Licensor or Regulator. In such a situation, BSNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action.

18.2. BSNL may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of ONE month issued to the successful bidder at its registered office, terminate this agreement under any of the following circumstances:

- 18.1.1 Successful bidder failing to perform any obligation(s) under the agreement; or



- 18.1.2 Successful bidder failing to rectify, within the time prescribed, any defect as may be pointed out by BSNL. or
- 18.1.3 Successful bidder going into liquidation or ordered to be wound up by competent authority.
- 18.3. If successful bidder is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to BSNL in writing. In that case, the written notice period can be modified by BSNL as deemed fit under the circumstances. BSNL may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as it feels fit under the circumstances.
- 18.4. It shall be the responsibility of Successful bidder to maintain the agreed Quality of Service, even during the period when the notice for surrender/ termination of agreement is pending. If the agreed Quality of Service is not maintained during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of Successful bidder and any cost of content/services payment pending with BSNL shall be forfeited.
- 18.5. Breach of non-fulfillment of Agreement conditions may come to the notice of BSNL through complaints or as a result of the regular monitoring. Wherever considered appropriate BSNL may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by Successful bidder or not? Successful bidder shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry.

19. Dispute Settlement:

- 19.1. Except as otherwise provided elsewhere in the contract, In the event of any disputes, controversy, or differences arising out of or relating to this agreement, or the breach, termination or invalidity thereof between the parties , such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (sixty) days from the date of making of such request.
- 19.2. Where parties are unable to settle the disputes through conciliation, the same shall be referred to CMD, BSNL for referral of such disputes to a sole arbitrator (chosen from the name (s) provided by BSNL), to be mutually decided by the parties, as per the provisions of Arbitration and Conciliation ACT, 1996, any amendment thereof, and any notification issued or rules made thereunder from time to time.
- 19.3. The venue of the arbitration proceeding shall be New Delhi.

20. Force- Majeure:

If at any time, during the continuance of this agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of Successful bidder), fire, floods, natural calamities or any act of God (hereinafter referred to as **event**), provided notice of



happenings of any such event is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the agreement, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided Service under the agreement shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. The decision as to whether the service may be resumed and the time frame within which the service may be resumed shall be decided mutually.

21. Set Off:

Any sum of money due and payable to Successful bidder under this Agreement or otherwise shall be appropriated by BSNL and the same may be set off against any claim of BSNL for payment of a sum of money arising out of this Agreement or under any other Agreement made by Successful bidder with BSNL.

22. Indemnification:

22.1. Successful bidder shall agree to protect, defend, indemnify and hold harmless BSNL and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:

22.1.1 Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party;

22.1.2 Any breach of the terms and conditions in the agreement by Successful bidder;

22.1.3 Any claim of any infringement of any intellectual property right or any other right of any third party or person or of law by Successful bidder;

22.1.4 Any claim made by any third party or person arising out of the use of the services and arising in connection with interruptions or degradations of service caused solely Successful bidder.

22.1.5 Any liability arising out of non compliance of Laws, Directives, guidelines etc. of the Land where Successful bidder is located.

22.2 The successful vendor shall also comply with all statutory norms/directives/instructions/guidelines issued by the Government Of India/ Reserve Bank of India or any other government body/ agency/ regulator dealing with telecom network. The vendor shall pledge to indemnify BSNL for any commission/ commission done or not done either advertently or inadvertently in the course of doing business so envisaged in this Tender that attracts any action in the court of law either civil or otherwise or any tax authority or any other agency or body or constituted nominee of either under the Central or State who is so authorized to act on their behalf.

22.3 This clause shall survive the termination or expiry of this Agreement.



FINANCIAL BID

PRICE SCHEDULE

Sir,

We have gone through the Tender document and have understood all provisions given therein.

1. We hereby quote Basic price of Rs..... (in figures) (Rupees..... in words) per user for LCD Display Promotion Solution (LDPS) for the period of three years.

2. Note:

1. The Basic price quote is inclusive of all kinds of statutory levies, duties and taxes except service tax.
2. The amount is **to be mentioned in Figures as well as words**. In case of variation, the value in words shall prevail.
3. The rates quoted will remain same for all the circles.

(Signature of Authorised Signatory)

Name.....

Official Seal



Annexure-I

DESIRED SCOPE OF THE WORK

1. General: BSNL intends to install and operate LCD Display Promotion Solution (**LDPS**), which may enable BSNL sales channel partners, sales staff as well as customers to get updated about new schemes, offers launched by BSNL.
2. **The basic features that have to be available in LCD Display Promotion Solution (LDPS) are**
 - 2.1. A color display screen of 24 inch size with both audio-video facilities is to be installed at locations defined by BSNL.
 - 2.2. Display screen in itself or through any other electronic device should have a feature to run contents, promotional schemes, offers and other advertisements in sequence as provided by the BSNL.
 - 2.3. The LDPS should have the facility to make changes in the running promotional schemes, offer and other advertisements over the air.
 - 2.4. Bidder have to make creative (flash, flv, jpeg etc) based on the contents provided by BSNL.
 - 2.5. Time duration and sequence of the Promotion should be configurable as per the requirement of BSNL.
 - 2.6. LDPS should have feature to run different promotions/sequence/time duration at different locations.
 - 2.7. Operation and maintenance of LDPS in completely (including LCD Display Screen, Software or any other device required for LDPS) will have to be managed by the Bidder during the agreement period.
 - 2.8. Bidder has to manage its control room centrally at one location or at zonal level or at circle level, as per its own intelligence. Circles will individually provide its promotional schemes, offers and other advertisements to bidder for running at LCD Display.
 - 2.9. Bidder has to maintain customer care centre for ease of lodging complaints related with the LCD Display Promotion Solution.
 - 2.10. Bidder have to ensure that uptime of the system will be atleast as per the point (c) and (d) of clause 17.2.
 - 2.11. If required BSNL will support the bidder with Postpaid data plan enabled SIM, however necessary integration and functioning of SIM with hardware shall be the responsibility of the Bidder.
 - 2.12. Bidder may also bring advertisement of Central Government/ State Government/ NGOs / Other Organizations to be run on LDPS. These advertisements may run on BSNL LDPS platform only as per the sole decision of BSNL. Bidder will get commission @ 15% from the revenue earned through this mode (as applicable for empanelled agencies).
 - 2.13. LDPS should have the feature of running scrolls at the screen along with the running advertisement.



- 2.14. Responsibility as to IPR/Copyright in respect of the content displayed on the screens lies with the bidder.
3. Functional requirement (List is indicative, not exhaustive):-
- 3.1 Successful bidder would submit the details of hardware and software being used in the LCD Display Promotion Solution.
- 3.2 Customer Care Interface which provides easy and hassle free way to handle queries & concerns regarding solution.
- 3.3 L2 Support required for resolution of complains has to be provided.
- 3.4 Backup of all reports / information will be maintained by the Bidder for at least 1 year.
- 3.5 Should use firewall/ proxy server or any other suitable measures for protect against hacking, intrusion, spam or virus etc.
- 3.6 Bidder will provide and maintain, duly calibrated Test / measuring equipment, tools and testers as required for successful completion of entire scope of work, and troubleshooting for the entire contract period.
- 3.7 Overall platform uptime shall be minimum 99.9% on yearly basis.
- 3.8 Bidder should ensure that industry standard software's and databases are used.
- 3.9 Bidder must have the complete owner ship of the display screens, hardware, software used in the project.
- 3.10 Bidder is permitted to use freeware, in case the same are pre-integrated in the application software. Bidder shall submit certificate in this regard from OEM about continued support for complete contract period of 40 months and to certify that the freeware will meet all requirements as laid out in the Tender document. Bidder will also take care of bugs, security loopholes, patches, etc.
- 3.11 All the display screens, hardware, software and document developed for the sake of this project and to fulfill the requirements of BSNL during the entire period of the contract shall at the termination of the contract be transferred to BSNL along with any IPR without any extra cost.
- 3.12 Without prejudice to its rights of any other remedy, BSNL shall forfeit the PBG in case of any breach in terms and conditions of the agreement or in case of failure to provide deliverables/services in prescribed time and parameters or failure to comply with the content related laws including IPR/ copyrights, on part of Bidder or in case of loss or damage caused to or suffered or would be caused to or suffered by BSNL by reasons of breach by bidder of any of the terms and conditions of said contract.

Miscellaneous: Any other activity(ies) necessary for the smooth implementation of the Project and successful execution of entire scope of work need to be done by the Bidder.



ANNEXURE -II

FORMAT OF THE NON-DISCLOSURE UNDERTAKING

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

This Agreement is made as of the _____ 2016 between **BHARAT SANCHAR NIGAM LIMITED (BSNL)** a Government of India Enterprise, having its Corporate office at Bharat Sanchar Bhawan, H.C. Mathur Lane, Janpath, New Delhi which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and M/s ----- a company incorporated under the Indian Companies Act, 1956, and having its registered office at ----- herein after called “-----” which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

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

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

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



own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined in exhibit A, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential to fulfilling the Purpose, and shall prevent disclosure of Information to third parties.

The receiving party may, however, disclose the Information to its consultants and contractors with a need to know; provided that by doing so, the receiving party agrees to bind those consultants and contractors to terms at least as restrictive as those stated herein, advise them of their obligations, and indemnify the disclosing party for any breach of those obligations.

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



4. Each party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Each party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.
6. Each party recognizes and agrees that all of the disclosing party's Confidential Information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
7. Access to Information hereunder shall not preclude an individual who has seen such Information for the purposes of this Agreement from working on future projects for the receiving party which relate to similar subject matters, provided that such individual does not make reference to the Information and does not copy the substance of the Information during the Confidentiality Period. Furthermore, nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know-how developed by the receiving party's personnel under this Agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the Information.
8. As between the parties, all Information shall remain the property of the disclosing party. By disclosing Information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION. Execution of this Agreement and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.
9. Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.



- 10. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
- 11. Except as otherwise provided elsewhere in the contract, In the event of any disputes, controversy, or differences arising out of or relating to this agreement, or the breach, termination or invalidity thereof between the parties , such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (sixty) days from the date of making of such request.

Where parties are unable to settle the disputes through conciliation, the same shall be referred to CMD, BSNL for referral of such disputes to a sole arbitrator (chosen from the name (s) provided by BSNL), to be mutually decided by the parties, as per the provisions of Arbitration and Conciliation ACT, 1996, any amendment thereof, and any notification issued or rules made thereunder from time to time.

The venue of the arbitration proceeding shall be New Delhi.

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

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

M/s _____

BHARAT SANCHAR NIGAM IMITED

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Exhibit A

- 1. Business Purpose : **Deployment of System for LCD Display Promotion Solution in BSNL,**
- 2. Confidential Information of M/s - _____



3. Confidential Information of Bharat Sanchar Nigam Limited(BSNL):

- All information shared, in oral or in written form, by BSNL with M/s _____

- Number of subscriptions, consumption pattern etc

M/s _____

BHARAT SANCHAR NIGAM LIMITED

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____



Annexure-III

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

Sub: Bid Security/EMD guarantee.

Whereas M/s R/o
..... (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs./- (hereafter known as the “B. G. Amount”) valid up to/...../ 20..... (hereafter known as the “Validity date”) in favour of DGM (MMT) BSNL CO, Delhi (Hereafter referred to as 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



ANNEXURE -IV

UNDERTAKING

We, M/s _____, a company registered under Companies Act 1956, having registered office at _____ do hereby undertake and declare that we do not have substantial equity stake (10% or more) in & of any

- Basic Services
- Cellular Services
- Internet Services
- Unified Access Services
- National Long Distance Services

operating company(ies) in India.

Signed on behalf of M/s _____ by Shri _____ (Name & Designation) authorized signatory (with company stamp).

UNDERTAKING

We, M/s _____, a company registered under Companies Act 1956, having registered office at _____ do hereby undertake and declare that we are not a licensed service provider to provide Basic services/Cellular services/Internet services/Unified Access services/ NLD services anywhere in India.

Signed on behalf of M/s _____ by Shri _____ (Name & Designation) authorized signatory (with company stamp).



Annexure-V

For the Performance Bank Guarantee

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

Dated:.....

Sub: Performance guarantee.

Whereas DGM (MMT) BSNL CO, Delhi R/o
.....(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 for due performance
of agreement as hereinafter contained:

2. We, “the Bank” do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under or fail to provide service in prescribed time or fail to comply with the content related laws including IPR/copyrights, on part of Bidder or in case of loss or damage caused to or suffered or would be suffered by BSNL by reason of breach of terms and condition of agreement by bidder., the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of



the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

- 6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
- 7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker’s Cheque in favour of “AO (Cash) BSNL CO” payable at New Delhi.
- 8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank
 Authorized Power of Attorney Number:
 Name of the Bank officer:
 Designation:
 Complete Postal address of Bank:

 Telephone Numbers
 Fax numbers