

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

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

To,

No: 64-366/2015-BB/IPv4/Pt(1)

Dated: XX/XX/2015

Sub: - EOI document for purchasing of IPV4 addresses through resource transfer process of Internet registry i.e APNIC /IRINN/ARIN/RIPE.

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

Section No.	Item	Page No.
1.	Detailed NIT	
2.	EOI Information	
3.	Scope of work	
4 Part A	General Instructions to the Bidder	
4 Part B	Special instructions for Bidders for E-Tendering.	
5 Part A	General Commercial Conditions of Contract.	
5 Part B	Special conditions of Contract	
6.	Undertaking & declaration.	
7.	Performa (s)	
8.	Bidders profile & Questionnaire.	
9.	Bid form and price schedules	

If interested, kindly submit your offers by means of online bids only for Electronic E-Tendering at the portal detailed in 'Special Instructions to Bidders for E-Tendering' by 11:30 hours of XX-XX-2015 (EOI closing date).

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

SECTION - 1

DETAILED NOTICE INVITING EXPRESSION OF INTEREST (EOI)

1. On behalf of Chairman and Managing Director Bharat Sanchar Nigam Limited New Delhi, EOI are invited from the listed brokers of APNIC/IRINN/ARIN/RIPE under single stage bidding and two stage opening system (Techno-commercial bid & financial bid) through the e-Tendering process & followed by e-reverse auction to procure the IPV4 addresses through resource transfer process of Internet registry i.e APNIC /IRINN/ARIN/RIPE.

A. Introduction

2. Bharat Sanchar Nigam Limited (BSNL) is having countrywide presence with wire line & wireless telephone subscribers base of over 100 mn and offers hosts of other services like Data communication, National long distance, International Long Distance, Internet, Broad band, Multiplay, Leased Line, etc.
3. BSNL intends to expand GSM, Broadband & WI-Fi services. For this purpose more IPV4 addresses are required.
4. BSNL intend to purchase 0.5 million IPV4 addresses for its network under policy of Internet registry i.e. APNIC/IRINN/RIPE/ARIN of transfer of resources among its members. IPV4 addresses so purchased by BSNL shall be perpetual in nature for use by BSNL.
5. Above shall be achieved with the help of this EOI with single stage bidding and two stage opening system (Techno-commercial bid & financial bid) with one Technical bid and separate financial bids through e-tendering process & followed by 'e-reverse auction'. BSNL shall open and evaluate the financial bids of technically and commercially responsive firms.
6. Since BSNL has decided to use process of e-tendering for inviting this EOI, the physical copy of the tender would not be sold.

B. Eligibility Requirement

7. Owner of the IPV4 addresses or brokers who are listed with Internet registry i.e APNIC/ IRINN/ARIN/RIPE anywhere in the world are eligible to participate in the bid and comply with all terms, conditions of APNIC/ IRINN/ARIN/RIPE.
8. **EMD/Bid Security:** The Bidder shall furnish the bid EMD of INR 5,00,000 (Rs Five Lakh) in one of the following ways.
 - a) Demand Draft/ Banker's cheque issued by a scheduled bank in India drawn in favour of A.O. (Cash), BBNW network Circle, Delhi Payable at Delhi.
 - b) Bank Guarantee from a scheduled bank in India drawn in favour of IFA, BBNW Circle **New Delhi'** which shall be valid for minimum **180 days** from the EOI opening date.

9. The EOI document for participating in E-tender shall be available to those bidders for downloading from **<https://www.tcil-india-electronictender.com>** who submit signed NDA in the enclosed format from **2015, 16:00 Hrs** onwards.

9.1 Tender Document shall be available for downloading only after

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

10. Date & Time of Online Submission of EOI bid: xx/xx/2015 by 11:30 Hrs

Note 1 : In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the Bidders separately.

11. Online Opening of EOI Bids: At **12:00** Hours of this EOI closing date i.e. **xx/xx/2015**.

12. Place of opening of EOI bids:

BSNL has adopted e-Tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'. BSNL's EOI Opening Officers as well as authorized representatives of Bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. **Kindly refer clause 8 of Section 4 Part B of EOI document for further instructions.**

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

13. E-tender portal shall not accept EOI bids after due time & date.

14. CMD, BSNL reserves the right to accept or reject any or all EOI bids without assigning any reason. He is not bound to accept the Lowest bid.

15. The Bidder shall furnish a declaration under his signature that no addition / deletion / corrections have been made in the downloaded EOI document being submitted and it is identical to the EOI document appearing on E- Tender Portal (<https://www.tcil-india-electronictender.com>)

15.1 In case of any correction/addition/alteration/omission in the EOI document, the EOI bid shall be treated as non responsive and shall be rejected summarily.

Note 2: All documents submitted in the bid offer shall be preferably in English. In case the certificate viz experience, registration etc. is issued in any other language other than English, the Bidder shall attach an English translation of the same duly attested by the Bidder & the translator to be true copy in addition to the relevant certificate.

All computer generated documents shall be duly attested/ signed by the issuing organisation.

Section- 2

EOI Information

1. **Type of EOI** : **Single stage bidding two Stage opening** -using Two Electronic Envelope Systems.

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

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

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

- a) Techno-commercial envelope shall contain Electronic Form-Technical with all relevant bid annexure of following (but not limited to) documents :
 - i. Copy of EMD/Bid Security instrument.
 - ii. Copy of proof of payment of Cost of the EOI documents i.e. EOI fee.
 - iii. Copy of Power of Attorney & authorization for executing the power of Attorney in accordance with clause 13.4 of Section 4 Part A for signing EOI document.
 - iv. Certificate(s) showing fulfilment of the eligibility criteria(s) stated in Clause 7 of the Detailed NIT.
 - v. Documents stated in clause 10 of Section-4 Part A.
 - vi. Bidder's Profile & Questionnaire duly filled & signed.
 - vii. Undertaking & declaration in Performa duly filled & signed.
 - viii. EOI documents digitally signed for having read it & accepted it.
 - ix. EOI/ Bid form duly filled & signed.
 - x. Non-Relation Certificate duly filled & signed
 - xi. Integrity Pact (if applicable)

Note: Bidders are required to submit the EMD instrument, proof of payment of the cost of EOI document and Power of Attorney offline on/before the due date and time of online opening of the EOI.

- b) Financial envelope shall contain Electronic Form-Financial with:
 - i) EOI/ Bid form duly filled & signed.
 - ii) Price Schedule (financial bid) with all relevant bid annexure.

SECTION- 3
SCOPE OF WORK

1. SCOPE OF WORK:

- 1.1 BSNL is facing acute shortage of IPV4 addresses sources. The bidder shall be owner of IPV4 addresses or interact with the organizations/ Institutions who have free IPV4 resources and are members of the Internet registry (APNIC/IRINN/RIPE/ARIN etc) and will arrange to provide IPV4 pools through transfer policy defined by APNIC/IRINN/ARIN/RIPE to BSNL for use in Mobile/ broadband/ Wi-Fi network. The IP pools shall be in /16 subnets.
- 1.2 Such transferred IPV4 pools shall be free for use in the BSNL network and globally routable. The cost shall be quoted in inclusive of all taxes for /16 subnet.
- 1.3 Bidder shall quote the rates for facilitating the transfer between IPV4 seller & BSNL. Other transfer charges as per APNIC/IRINN shall be paid as applicable.
- 1.4 IPv4 addresses so purchased by BSNL shall be perpetual in nature for use by BSNL.

2. Responsibility of Bidder (BIDDER):

The IPV4 addresses provided to BSNL shall be free from any legal issue and also in accordance with policy of APNIC/IRINN.

2.1. Compliance to all Applicable Law

- 2.1.1. Bidder shall also comply with all other Govt. of India act and laws that are applicable to the work contained in this EOI

3. Confidentiality:

- 3.1. The Bidder shall take adequate and timely measures to ensure that information provided through it as part of this contract/agreement shall be kept confidential, secured and protected and shall not be divulged to any unauthorized person/ firm.
- 3.2. Bidders shall treat all documents / data / software or part of them, which BSNL may provide or BIDDER shall access, as strictly confidential and maintain secrecy for the same.
- 3.3. The bidder shall maintain full confidentiality of the data supplied by BSNL. Under no circumstances the bidder shall divulge/reveal/share such data for the purpose other than for meeting BSNL's requirement. Any violation of this confidentiality clause may result in suitable penalty and /or termination of the contract, forfeiture of SD/ encashment of PBG of Bidder. BSNL shall reserve the right to bar the bidder from participating in future tenders/EOIs/ RFPs of BSNL for a period of two years on all India basis. The decision of BSNL shall be final in this regard and binding on the BIDDER.
- 3.4. Bidder shall not publish, disclose any information about, make available or otherwise dispose of the document / data / software or any part or parts thereof to any third party, directly or indirectly without prior written consent of BSNL.

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

SECTION – 4 PART A

GENERAL INSTRUCTION TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS:

- (a) **“The Purchaser”** means the CMD, Bharat Sanchar Nigam Limited, New Delhi.
- (b) **“The Bidder”** means the individual or firm who participates in this EOI and submits its bid.
- (c) **“Contract Agreement”** means as agreement between BSNL and Bidder.
- (d) **“Telecom Service Provider”** means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators.
- (e) **“IPV4 addresses seller/ leasee”** means successful bidder who has been awarded work for BSNL services.
- (f) **“The Advance Work Order”** means intention of BSNL to please Work Order on the bidder.
- (g) **“The Work Order”** means the order placed by the BSNL on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as **“Contract”** appearing in the document.
- (h) **“The Goods”** means all the equipment, machinery, and/or other materials which bidder is required to supply to the Purchaser under the contract.

2. **ELIGIBILITY CRITERIA:** Kindly refer to Clause 7 of Detailed NIT (Section 1).

3. COST OF BIDDING

- 3.1 The Bidder shall bear all costs associated with the preparation and submission of the bid. BSNL will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. THE BID DOCUMENTS

4. DOCUMENTS REQUIRED

- 4.1 The service and setup required from the Bidder, bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.
- 4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid

Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

5. CLARIFICATION OF BID DOCUMENTS

- 5.1 A prospective Bidder, requiring any clarification on the Bid Documents shall submit his queries through the BSNL in writing and by Email to the BSNL's mailing address indicated in the invitation of Bid. BSNL shall respond in writing to any request for the clarification of the Bid Documents, which it receives **not later than 21 days prior to the date of opening of the EOIs i.e. not later than XX/XX/2015 This date shall prevail over dates for submitting queries appearing anywhere on E-Tender portal**. Copies of the query (without identifying the source) and clarifications by the BSNL shall be uploaded as Clarifications to the concerned EOI on BSNL C.O. website & on ETS portal, as addenda, for all the prospective Bidders who have downloaded the official copy of EOI documents from ETS portal.
- 5.2 Any clarification issued by BSNL in response to query raised by prospective Bidders shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the bid documents.
- 5.3 The format in which the clarifications are to be sent via FAX / E-mail (**in MS-Excel sheets only**) is

S. No.	Section	Clause No.	Ref Page No in Bid	Brief Description of the clause	Query/ Comments of Bidder

- 5.4 Purchaser reserves the right not to respond to any / all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it. No extension to any deadline referred in this document will be granted on the basis or grounds that purchaser should respond to any queries to provide any clarification.

6. AMENDMENT OF BID DOCUMENTS

- 6.1 At any time, prior to the date of submission of Bids, BSNL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by amendments.
- 6.2 The amendments shall be notified in writing through E-Tendering portal to all prospective Bidders on the address intimated at the time of purchase of the bid document from BSNL and these amendments will be binding on them.
- 6.3 In order to afford prospective Bidders a reasonable time (min 7 days) to take the amendment into account in preparing their bids, BSNL may, at its discretion, extend the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS

7. DOCUMENTS COMPRISING THE BID

The bid prepared by the Bidder shall comprise of the documents specified in clause 3 of EOI (Section 2).

8. BID FORM

The Bidder shall complete the bid form and appropriate price schedule furnished in the bid document at Section 9-Part I.

9. Financial Proposal

The Firm shall submit the financial bid as per format in Section 9-Part II.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

10.1 Company is required to furnish the following documents in additions to other required documents as per EOI document:

- (i) Certificate of Incorporation/ Registration.
- (ii) Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case may be.
- (iii) Details of the firm/ company along with List of Partners/ Directors including their name(s), Director Identification Number(s) (DIN) and address(es) along with contact telephone numbers of office and residence (Section-8)
- (iv) Power of attorney and authorization for executing power of attorney.
- (v) Board's resolution in favour of authorized signatory.
- (vi) Attestation of the signature of the authorized signatory by bank.
- (vii) Certificates regarding eligibility conditions as per NIT.
- (viii) Audited results of last two financial years (FY 2013-14, 2014-15)
- (ix) Certificate from all Partners/ Directors of the bidder stating that none of their near relatives are working in tendering unit of BSNL, in the format as at Section -6 (B).
- (x) Bid security, as per the details given in the Notice (NIT) Details.
- (xi) Approval from Reserve Bank of India / Secretariat for Industrial Assistance (SIA) in case of foreign collaboration, if applicable.

11. BID SECURITY

11.1 The Bidder shall furnish a bid security of amount as specified in detailed NIT (Section 1).

- (i) The Bidders (small scale units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of bid security up to the amount equal to their monetary limit. OR Rs. Fifty lakhs whichever is lower:
- (ii) A proof regarding current registration with NSIC for the tendered items will have to be attached along with the bid.
- (iii) The enlistment certificate issued by NSIC will not be permanent and shall be renewed within two years of its presentation.
- (iv) The unit claiming concession of NSIC is required to submit its monthly turnover in support of its claim for meeting the delivery schedule.
- (v) If a vender registered with NSIC under single point registration scheme claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any

further work/ contract by BSNL for one year from the date of issue of such order.

- 11.2 The bid security is required to protect the BSNL against the risk of Bidder's conduct, which would warrant the forfeiture of bid security pursuant to para 11.6.
- 11.3 The bid security shall be submitted in the form as specified in clause 8 of detailed NIT (section-1).
- 11.4 A bid not secured in accordance with Para 11.1 & 11.3 shall be summarily rejected by the Purchaser being non-responsive at the bid opening stage.
- 11.5 The bid security of the unsuccessful Bidder will be returned/ discharged as promptly as possible and within 60 days of acceptance of EOI but not later than 30 days after the expiry of the period of the bid validity prescribed by the BSNL.
- 11.6 The bid security may be forfeited:
- (a) If the Bidder withdraws his bid during the period of bid validity specified by the Bidder in the Bid form or
 - (b) In the case of successful Bidder, if the Bidder fails:
 - (i) to sign the contract
 - (ii) to furnish performance security.
 - (c) In both the above cases, i.e. 11.6 (a) & (b), the Bidder will not be eligible to participate in the EOI for same item for one year from the date of issue of APO. The decision of BSNL in this regard will be final & binding on all.

12. PERIOD OF VALIDITY OF BIDS

- 12.1 Bid shall remain valid for period specified in clause 2 of EOI information (Section 2) from the date of opening of bids prescribed by the BSNL. **A bid valid for a shorter period shall be rejected by the BSNL being non-responsive.**
- 12.2 In exceptional circumstances, 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 11 shall also be suitably extended. The Bidder may refuse the request without forfeiting his bid security. A Bidder accepting the request and granting extension will not be permitted to modify his bid.

13. FORMAT AND SIGNING OF BID

- 13.1 (i) The Bidder shall submit his bid, online, complying all eligibility conditions, other terms and conditions of EOI document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated using Digital Signature by the authorized person. **Please refer Section 4 Part B for further instructions.**
- (ii) The copy of Memorandum and Article of Association shall be uploaded along with other documents as required.

- 13.2 The bid shall be digitally signed by the Bidder or a person duly authorized to bind the Bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.
- 13.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder in which case such corrected documents or revisions shall be authenticated by the person signing the bid using digital signature.
- 13.4 (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 states(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 Bidder(s) in favour of the said Attorney.

D. SUBMISSION OF BIDS

14. SEALING AND MARKING OF BIDS:

- 14.1 The bid shall be submitted online using Two Envelope methodology. The first envelope i.e. Technical part shall consist of the compliance to eligibility requirements, Technical specification and compliance to all terms and conditions of the bid document including clarifications, addenda.

The second envelope- Financial part shall contain Revenue Share.

Bid sealing is done electronically by encrypting each bid part with a symmetric passphrase created by the Bidder himself. Please refer Section 4 Part B for further instructions.

- 14.2 Venue of EOI Opening: Specified in Clause 12 of NIT (Section 1).

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

- 15.1 The BSNL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the Leaser and Bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.

16. LATE BIDS

- 16.1 No bid shall be accepted online by the Electronic Tender System® (ETS) after the specified deadline for submission of bids prescribed by the BSNL.

17. MODIFICATION AND WITHDRAWAL OF BIDS

- 17.1 The Bidder may modify, revise or withdraw his bid online after submission prior to deadline prescribed for submission of bid. If a bid is withdrawn, the same shall be archived unopened in the ETS Portal.
- 17.2 The Bidder's modification, revision or withdrawal shall have to be online and digitally authenticated.
- 17.3 No bid shall be allowed for modification subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION

18. OPENING OF BIDS

- 18.1 The BSNL shall open bids online in the online presence of Bidders. The Bidder's authorized representatives who chose to attend offline at time specified in Clause 11 of NIT (Section-1) on due date may also attend. The Bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the Bidders before they are allowed to participate in bid opening (A Format is given in section 7(c)).
- 18.2 A maximum of two representatives of any Bidder shall be authorized and permitted to attend the bid opening.
- 18.3 The Bidder's names, Bid prices, modifications, bid withdrawals and such other details as the BSNL, at its discretion, may consider appropriate will be made available online at the time of opening.
- 18.4 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

19. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, the BSNL may, at its discretion ask the Bidder for the clarification of its bid. The request for the clarification and the response shall be in on line or writing. **However, no post bid clarification at the initiative of the Bidder shall be entertained.**

20. EVALUATION

- 20.1 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.

- 20.2** 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.
- 20.3 A bid, determined as substantially non-responsive will be rejected by the BSNL and shall not subsequent to the bid opening be made responsive by the Bidder by correction of the non-conformity.
- 20.4 The BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice the establishment of techno-commercial parity among the proposals.
- 20.5 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.
- 20.6** The financial proposals of only those bidders, whose techno-commercial proposals have been determined as substantively responsive, shall be opened.
- 20.7 After evaluation, BSNL shall prepare a list of bidders arranged in increasing order of the quoted to BSNL starting from the lowest (i.e. L1, L2, L3 and so on) for the purpose of awarding work.

21. CONTACTING THE BSNL

- 21.1 Subject to Clause 20, no Bidder shall try to influence the BSNL on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 21.2 Any effort by a Bidder to modify his bid or influence the BSNL in the BSNL's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

F AWARD OF WORK

22. Award of Work/Placement of Order

- 22.1 After evaluation, BSNL shall prepare a list of bidders arranged in increasing order of the evaluated price starting from the lowest (i.e. L1, L2, L3 and so on) for the purpose of awarding work. L1 shall be considered for awarding of work for the complete quantity.
- 22.2 In case total quantity of IPV4 to be procured is not being met by one bidder (L1), the distribution of the remaining quantity may be considered by BSNL among other bidders at the L1 rates.

23. PURCHASER'S RIGHT TO VARY QUANTITIES

- 23.1 BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
- 23.2 BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.
- 23.3 In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing venders, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature shall be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.

24. BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The BSNL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders on the grounds of Leaser's action.

25. Issue of Advance Work Order (Letter of intent, AWO) and firm Work Order (WO)

- 25.1 The issue of an Advance Work Order shall constitute the intention of BSNL to enter into the contract with the Bidder Firm.
- 25.2 The Firm shall within 14 days of issue of an Advance Work Order (AWO) give his acceptance along with Performance Security and sign agreement.
- 25.3 The issue of Work Order (WO) by BSNL 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 AWO without sufficient grounds.

26. ANNULMENT OF AWARD

Failure of the successful Bidder to comply with the requirement of clause 25 shall constitute sufficient ground for the annulment of the award and the forfeiture of the

bid security in which event the BSNL may make the award to any other Bidder at the discretion of the Leaser or call for new bids.

27. **REJECTION OF BIDS**

While all the conditions specified in the Bid documents are critical and are to be complied, special attention of Bidder is invited to the following clauses of the bid documents. Non-compliance of any one of which shall result in outright rejection of the bid.

- (i) **Clauses 11.1, 11.3 & 13.1 of Section 4 Part-A:** The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 11.1 & 11.3 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
- (ii) **Clause 2 & 10 of Section 4 Part-A:** If the eligibility conditions as per clause 2 of Section 4 Part-A are not met and / or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part-A are not provided, the bids will be rejected without further evaluation.
- (iii) If clause-by-clause compliance and deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation. **In case of no deviations, a statement to that effect must be given.**
- (iv) Price Schedules are duly filled as given in Section 9-part-II.
- (v) Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 27 (i) above , 11.1 and 11.3 of Section- 4 Part A and Clause 8 of Section 1, though, the Bidder company is given opportunity to explain their position, however if the person representing the Bidder company is not satisfied with the decision of the Bid opening team, he / they can submit the representation to the Bid opening team immediately but in no case after closing of the EOI process with full justification quoting specifically the violation of EOI condition if any.

Bid opening team will not return the bids submitted by the Bidders on the date of EOI opening even if it is liable for rejection and will archive the bids unopened in the ETS Portal.

28. Purchaser reserves the right to blacklist a bidder for a suitable period in case they fail to honor their bid without sufficient grounds.

29. **Action by purchaser against Bidder(s)/ Vendor (s) in case of default**

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

- (a) Does not supply the equipment in time;
- (b) Equipment does not perform satisfactory in the field in accordance with the specifications;
- © Or any other default whose complete list is enclosed in Appendix-1.

Purchaser will take action as specified in Appendix-1 of this section.

30. Near Relationship Certificate:

- 30.1 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. In case of Limited Company, certificate will be given by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.
- 30.2 The company or firm or the person will also be debarred for further participation in the concerned unit.
- 30.3 The near relatives for this purpose are defined as:-
- (a) Members of a Hindu undivided family.
 - (b) They are husband and wife.
 - (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- 30.4 Please refer to the Performa enclosed in Section 6 Part(B).

31. VERIFICATION OF DOCUMENTS AND CERTIFICATES

The Bidder will verify the genuineness and correctness of all documents and certificates, including experience/performance certificates, issued either by the Bidder or any other firm / associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the Bidder. As per requirement of the EOI's conditions, if any document / paper / certificate submitted by the participant Bidder is found to be false / fabricated / tempered / manipulated at any stage during bid evaluation or award of contract, then the bid security (EMBG) of the Bidder would be forfeited and the Bidder would be disqualified from the EOI. Action would also be taken to bar the bidder from participating in future tenders/EOIs/RFPs of BSNL for a period of two years. In case contract has already been awarded to the Bidder, then PBG of Bidder/Lead bidder and also consortium partner would be forfeited and the contract would be rescind / annulled and BSNL would be at liberty to procure the ordered goods and services from any other source at the risk and cost of the defaulting Bidder. Action would also be taken by purchaser as per Clause-1 of Appendix-1 of this section.

To obviate any possibility of doubt and dispute and maintain veracity of the documents / papers / certificates, the documents conforming to eligibility part along with EMBG (bid security) of requisite amount will be submitted by the participant Bidder duly authenticated by the authorized signatory and will be checked at the time of EOI opening. This bid part (already digitally signed by the authorized

representative of the Bidder Company during bid submission) will be digitally signed by the in charge of the EOI opening team and will be kept preserved along with the bid submitted online. In case of any dispute these papers will be treated as authentic one".

Appendix-1 to Section 4 Part A of Chapter 4 (Standard Tender Enquiry Document)

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.
	and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	
	Note 1:- However, in this case the performance guarantee if alright will not be forfeited.	
	Note 2:- Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.	
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	<i>(i) If detection of default is prior to award of APO</i>	i) Rejection of Bid & ii) Forfeiture of EMD.
	<i>(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)</i>	i) Cancellation of APO , ii) Rejection of Bid & iii) Forfeiture of EMD.

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

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

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and iii) Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract (a) for amount already paid by BSNL . (b) for Quantity in excess of that supplied by Vendor to BSNL. (c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking ' Set off ' clause 21 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years

	a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.
S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
7 con- td.	<p>b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) undertakes any action that affects/ endangers the security of India.</p>	iv) Legal action will be initiated by BSNL against the Vendor if required.
8	If the vendor is declared bankrupt or insolvent or its financial position	i) Termination/ Short Closure of the PO/ WO.

<p>has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>	<p>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p>
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S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
8 con- td.		Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) inspite of order of Arbitrator.	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
10 con- td.		iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) inspite of Court Orders.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business:	
	(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	
	(c) If the vendor/ supplier fails to submit required documents/ information, where required.	
	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	

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

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

Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.

SECTION – 4 PART B

SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL has decided to use the portal (<https://www.tcil-india-electronictender.com>) through TCIL, a Government of India Undertaking.

Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

1. Tender Bidding Methodology:

Sealed Bid System – 'Single Stage - Two Envelopes'. (Financial & Technical bid shall be submitted at the same time) & followed by e-reverse auction after opening of the Financial bids.

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System® (ETS)
3. Create Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. Download Official Copy of Tender Documents from ETS
6. Clarification to Tender Documents on ETS
 - Query to BSNL (Optional)
 - View response to queries posted by BSNL as addenda.
7. Bid-Submission on ETS
8. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of Technical-Part
9. Post-TOE Clarification on ETS (Optional)
 - Respond to BSNL's Post-TOE queries
10. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of Financial-Part
(Only for Technical Responsive Bidders)
11. Participate in e-Reverse Auction on ETS.

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

3. Digital Certificates

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

4. Registration

To use the ElectronicTender® portal (<https://www.tcil-india-electronictender.com>). Vendor need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the 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	
TCIL's Contact Person	<i>Mr. Rashk Siddiqui</i>
Telephone/ Mobile	<i>011-26202625 / 9868393717 [between 9:30 hrs to 18:00 hrs on working days]</i>
E-mail ID	<i>rashk@tcil-india.com [Please mark CC: ets_support@tcil-india.com]</i>

BSNL Contact-1	
BSNL's Contact Person	<i>Mr. Balaji Venkatesh, AGM (MMY)</i>
Telephone/ Mobile	<i>011-23717844 [between 9:30 hrs to 18:00 hrs on working days]</i>
E-mail ID	<i>Balajivenkatesh1962@gmail.com</i>

BSNL Contact-2	
BSNL's Contact Person	<i>Mr Sanjay Vatsa, Dy. Mgr.(MMY)</i>
Telephone/ Mobile	<i>011-23717844 [between 9:30 hrs to 18:00 hrs on working days]</i>
E-mail ID	<i>srvatsabsnl@gmail.com</i>

5. Some Bidding 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
- Two Envelopes
 - Techno-commercial -Part
 - Financial-Part

6. Offline Submissions:

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

1. EMD-Bid Security (Original copy).
2. DD/ Bankers cheque of Rs. 4,000/- drawn in favour of AO(Cash), BSNL CO, New Delhi, payable at New Delhi against payment of tender fee.
3. Power of attorney in accordance with clause 13.4 of Section-4 Part A.
4. Integrity Pact (if applicable).

Note: The Bidder has to upload the Scanned copy of all above said original documents as Bid-Annexures during Online Bid-Submission also.

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. Specifically for Bid Submission, some security related aspects 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 Officer.

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

8. Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly 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 tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

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.

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

9. E-Reverse Auction:

E-Reverse Auction would be conducted on Unit/ total package/ net cost to BSNL value for bid evaluation, subsequently after the opening of the Financial-Part.

The following would be parameters for e-Reverse Auction:-

S. No.	Parameter Value	Value
1	Date and Time of Reverse-Auction Bidding Event	Will be intimated to Technically Responsive bidders after the opening

		of Financial-part.
2	Duration of Reverse-Auction Bidding Event	2 hrs
3	Automatic extension of the 'Reverse-Auction Closing Time', if last bid received is within a 'Pre-defined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	05 minutes
3.2	Time-Duration of Automatic extension	10 minutes
3.3	Maximum number of Auto-Extensions	05 extensions
4	Criteria of Bid-Acceptance	'Beat on Starting last quoted Price', as well as, 'Beat on Rank-1 Bid Value'
5	Entity – Start-Price	Unit/ total package/ net cost to BSNL (To be decided by planning cell)
6	Minimum Bid-Decrement(Value in Currency) To be decided by planning cell
7	Display of 'Pseudo Identity' of Bidders during bidding period	To all Bidders, as well as, BSNL's officers.
8	Display of Bidder's own current Rank	Yes

Note : Parameters at S. No. 5 & 6 shall be confirmed after opening & evaluation of Financial bid parts.

10. 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.

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

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

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

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

11. Minimum Requirements at Bidders end

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

SECTION 5 PART A

General (Commercial) Conditions of Contract.

1. PATENT RIGHTS

The bidder shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods and services or any part thereof in Indian Telecom Network.

2. TERMINATION FOR INSOLVENCY

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

3. Performance Bank Guarantee (PBG)

- 3.1 The Bidder shall furnish Performance Security to the Purchaser for an amount equal to **5%** of the value of Advanced Purchase Order & valid for a minimum period of 1 year, within 14 days from the date of issue of Advance Purchase Order by BSNL.
- 3.2 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank in India and in the form provided in 'Section 7 (B)' of this Bid Document.
- 3.3 Performance guarantee shall be initially valid for a minimum period of 1 year. For extension of contract beyond 1 years, PBG shall have to be renewed accordingly.
- 3.4 The proceeds of Performance Bank guarantee shall be payable to BSNL as compensation for any loss resulting from the Bidder's/Lead bidder's and also consortium partner's failure to complete its/their obligation under the contract. BSNL shall en-cash the PBG of Bidder/Lead bidder and also consortium partner in the event of breach or failure to perform/meet the obligations on the part of Bidder/Lead bidder and also consortium partner without prejudice any rights/remedies available to BSNL.
- 3.5 The bidder shall ensure that performance bank guarantee (PBG) is Submitted 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 sent immediately by the bank direct to the purchaser by Registered Post (A.D).

4. Delivery Schedule:

IPv4 addresses shall be delivered within 2 months from the date of issuance of P.O.

5. Penalty

5.1. Liquidated Damage Failure to give IPV4 addresses in the stipulated period of one (02) months from the date of award of work, shall result in imposition of penalty of 1% of undelivered IPV4 addresses per week subject to a maximum of 12 % of the value of IPV4 addresses undelivered.

5.1.1. BSNL reserves the right to initiate any other legal/ administrative proceeding as deemed fit.

6.

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

7. PAYMENT TERM

- (a) 90% of the payment will be made at the time at the time of delivery & transfer to BSNL for its use proportionate to the no. of IPV4 supplied.
- (b) 10% of the payment will be made after 1 year.
- (c) Payment will be made in Indian Currency.

8. FORCE MAJEURE

8.1 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.

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

9 Termination of contract due to non-performance (default)

9.1 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 perform any other obligation(s) under the Contract; and
- b) 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.

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

9. TERMINATION FOR INSOLVENCY

10.1 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.

10. ARBITRATION

11.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CMD, BSNL or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CMD, BSNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CMD or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CMD or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CMD, BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the

agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

- 11.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 11.3 The venue of the arbitration proceeding shall be the office of the CMD, BSNL, New Delhi or such other places as the arbitrator may decide.

12 SET OFF

- 12.1 Any sum of money due and payable to the Bidder (including security deposit refundable to him) under this contract may be appropriated by the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the 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 BSNL or such other person(s) contracting through the BSNL.

13 COURT JURISDICTION:

- (i) Any dispute arising out of the EOI/bid document/evaluation of bids/issue of acceptance letter shall be subject to jurisdiction of the competent court at the place from where the NIT/EOI has been issued.
- (ii) All legal issue related to IPV4 addresses transferred related to past period shall continue to be handled by Owner/ Broker and BSNL shall not be responsible for any dispute at any stage.
- (iii) 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’.

SECTION- 6 (A)

UNDERTAKING & DECLARATION Performa

for Understanding the Terms & Conditions of EOI & Specifications of Work

- A) Certified that:
 - 1. I/ We have read and agree with all the terms and conditions, specifications included in the EOI documents & offer to execute the contract at the rates quoted by us in the EOI form.
 - 2. If I/ We fail to enter into the agreement & commence the contract in time the EMD/ SD deposited by us will stand forfeited to the BSNL.

- B) The Bidder hereby covenants and declares that:
 - 1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the EOI offer are correct.
 - 2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our EOI offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD pending with BSNL. In addition, BSNL may debar the Bidder from participation in its future EOIs.

Date:

.....
Signature of Bidder

Place:

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

Section 6 (B)

FOR DECLARATION BY Bidder in respect of no NEAR RELATIVES IN BSNL

"I.....s/o.....r/o..... hereby certify that none of my relative(s) as defined in the EOI 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.

.....

.....

.....

PROFORMA

SECTION- 7 (A)

Format for the EMD (Bid Security) Bank Guarantee

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

Dated: dd.mm.yyyy

Sub: Bid Security/EMD guarantee.

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

Now at the request of the Bidder, We 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 BSNC in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".
3. We undertake to pay to the 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 BSNC 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 BSNC against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNC or any indulgence by the BSNC to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNC under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case 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

Format for the Performance Bank Guarantee
(To be typed on Rs.100/- non-judicial stamp paper)

Dated:

Sub: Performance guarantee.

Whereas ADD GM (A&OP) BBNW ,New 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 IFA BBNW Circle ,New 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:

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forbear 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 BSNC under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNC demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) BBNW CIRCLE" payable at New Delhi.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....
Telephone Numbers

Fax numbers

Section 7 (C)

Format for Letter of Authorization for attending Bid Opening

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

To

ADD GM(A&OP)I
BBNW Circle
CTS Compound Netaji Nagar
New Delhi-110023

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

Following persons are hereby authorized to attend the bid opening for the tender mentioned
above on behalf of _____ (Bidder) in
order of preference given below.

Order of Preference	Name	Specimen Signatures
I.		
II.		
Alternate Representative		

Signatures of bidder
Or
Officer authorized to sign the bid

Documents on behalf of the bidder.

- Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

Section 7 (E)
Format of Non Disclosure Agreement (NDA)

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

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

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

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, including information listed in Exhibit A attached hereto and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party ("Confidential Information"). Information consists of certain specifications, designs, plans, drawings, software, prototypes and/or technical information, and all copies and derivatives containing such Information, that may be disclosed to one another for and during the Purpose, which a party considers proprietary or confidential ("Information"). Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party within thirty (30) days of the initial disclosure.

2. M/s ----- and BSNL hereby agreed at during the Confidentiality Period:
 - a) The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined in exhibit A, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential to fulfilling the Purpose, and shall prevent disclosure of

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

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

4. Each party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Each party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all

copies must be returned by a certain date, and that no copies are to be made off of the premises.

5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.

6. Each party recognizes and agrees that all of the disclosing party's Confidential Information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

7. Access to Information hereunder shall not preclude an individual who has seen such Information for the purposes of this Agreement from working on future projects for the receiving party which relate to similar subject matters, provided that such individual does not make reference to the Information and does not copy the substance of the Information during the Confidentiality Period. Furthermore, nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know-how developed by the receiving party's personnel under this Agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the Information.
8. As between the parties, all Information shall remain the property of the disclosing party. By disclosing Information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION. Execution of this Agreement and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.
9. Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.
10. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
11. That in case of any dispute or differences, breach & violation relating to the terms of the Agreement. The said matter or dispute, difference shall be referred to sole arbitration of Chairman and Managing Director (CMD) of BSNL or any other person appointed by him. That the award of the arbitrator shall be final and binding on both the parties. In the event of such Arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or other wise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CMD BSNL shall appoint another person to act as Arbitrator in place of

outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by his predecessor. M/s ----- will have no Objection in any such appointment, that arbitrator so appointed is employee of BSNL. The said Arbitrator shall act under the Provisions of the Arbitration and conciliation Act, 1996 or any statutory modifications or re-enactment there of or any rules made thereof.

12. This Agreement and Exhibit A attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other party's written consent.

13. This Agreement will remain in effect for five years from the date of the last disclosure of Confidential Information, at which time it will terminate, unless extended by the disclosing party in writing.

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

M/s _____

BHARAT SANCHAR NIGAM IMITED

Signature: _____

Signature: _____

Printed Name: _____
Name: _____

Printed

Title: _____
Title: _____

EXHIBIT A

EOI document for hiring of IPV4 addresses

Section 7 (G)

DEED OF INDEMNITY

(On non-judicial stamp paper of appropriate value)

This **DEED OF INDEMNITY** is executed on this date _____ '13 , 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 '**IPV4 addresses Provider or 'BIDDER'** is authorized representative, authorized to execute this Deed of Indemnity on behalf of the '**IPV4 addresses Provider or 'BIDDER'**.

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 EOI No DATED (hereinafter referred to as 'EOI') for the purpose of Providing IPV4 addresses.
- (b) The BIDDER (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 EOI.
- (c) The EOI Document requires the BIDDER (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 EOI 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 BIDDER (Bidder) shall, in consideration of the Purchaser making payment under and in accordance with the EOI 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 BIDDER (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 BIDDER (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 EOI.
 - 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 EOI 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 EOI.
 - IV. Any claim that the equipment/ services or any value addition component offered and supplied by the bidder in this EOI, 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 EOI requirement.
 - 3. The Deed of Indemnity shall constitute the entire indemnity provided by the BIDDER (Bidder) for the indemnities asked in this EOI.
 - 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- 8

Bidder's Profile & Questionnaire

(To be filled in and submitted by the Bidder)

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
.....
-

**SECTION- 9
PART-I
BID Form**

Dated: dd.mm.yyyy.

To <u><complete address of the purchaser></u>	From, <u><complete address of the Bidder></u>
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Bidder's Reference No:..... Dated.....

Ref: Your Tender Enquiry No.dated

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. datedthe receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period ofdays from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: day of 2015...

Witness Signature..... Name Address	Signature Name In the capacity of Duly authorized to sign the bid for and on behalf of
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**Section 9
PART II**

Financial proposal (Bid)

I/ We/ M/s.....offer following rates:

S. No.	Item description	Number of blocks of /16 subnet	Unit price of one block of /16 subnet (in INR)	Taxes on unit price (in INR), if any	Total unit price (in INR)	Total Price (in INR) (= c X f)
a	b	c	d	e	f	g
1	IPv4 addresses in block of /16 subnets (one block of /16 subnet means 65,536 IPv4 addresses)	8				

(Signature of Authorized Signatory)
Name.....

Official Seal