

TENDER FOR UNIFIED CLOUD STORAGE SOLUTION FOR BSNL

Tender No.: MM/SM-CM/ Unified Cloud Storage Solution /T-880/2026 issued on 01.06.2026



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

Regd. & Corporate Office: Bharat Sanchar Bhawan, H. C. Mathur lane, Janpath, New Delhi-01
Corporate Identity Number (CIN):U74899DL2000GOI107739
www.bsnl.co.in



BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

2nd Floor, MM Cell, Bharat Sanchar Bhawan, Janpath, New Delhi- 110001

From, AGM (MMT), 2 nd Floor, MM Cell, Bharat Sanchar Bhawan, H.C. Mathur Lane, Janpath, New Delhi – 110001.	To,
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Tender No.: MM/SM-CM/ Unified Cloud Storage Solution /T-880/2026 issued on 01.06.2026

Sub: - Tender for Unified Cloud Storage Solution for BSNL.

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

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If interested, kindly submit your bid offers online through e-tendering portal on or before date & time specified in detailed NIT.

-Sd/-

AGM (MMT)

Tel.: 9455128567

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BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

SECTION- 1

DETAILED NOTICE INVITING TENDER (DNIT)

1. On behalf of Chairman and Managing Director, Bharat Sanchar Nigam Limited (BSNL), digitally sealed online tenders, on rupee payment basis, are invited in Single Stage Bidding and Two Stage Opening using two Electronic Envelopes (Techno-commercial bid & Financial bid) on CPPP (<https://etenders.gov.in/eprocure/app>), from the experienced & eligible bidders for Supply, Installation, Testing, Commissioning and Annual Maintenance of Unified Cloud Storage Solution for BSNL on CAPEX model.

2. Sale of Tender Document:-

2.1. As this Tender shall be following the e-tendering Process, the Bidders may download the detailed Tender from the Tender section of **BSNL Web site <http://bsnl.co.in> from 01.06.2026**. The same Tender will be made available for downloading from e-tender portal CPPP **<https://etenders.gov.in> from 03.06.2026**. The tender document shall not be available for download after closing time.

2.2. Bidders are advised to keep themselves updated from Tender section of **BSNL Web site <http://bsnl.co.in>** & the Central Public Procurement portal (**<https://etenders.gov.in>**) by NIC, till the date of opening of Tender for any amendment /clarification/corrigendum and the bids are to be submitted online on Central Public Procurement Portal.

2.3. The bidders are required to submit Tender fee of Rs 4,000/- plus 18% GST, (Total of Rs 4,720/-) preferably through online payment mode as per the below mentioned Bank/Beneficiary Details failing which the tender bid shall be rejected. However, Tender Fee may be submitted through DD/ Banker's cheque. The tender fee is nonrefundable. The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank (**excluding co-operative banks**) in favour of "AO (Cash), BSNL, C.O. New Delhi" and payable at "New Delhi". In case, the bidder submits Demand draft as Tender Fee/bid Security, the Name of the bidder shall be mentioned in the DD/ Bankers Cheque issued by Nationalized / Scheduled bank. Also see Note under clause 8 of this section.

BSNL Bank/Beneficiary Details for e-Payment transaction (Applicable both for Tender Fee/EMD/issuing EMBG):-

Beneficiary name-	AO (Cash) Bharat Sanchar Nigam Ltd
Name of the Bank-	Punjab National Bank
Bank Branch-	ECE house, K.G. Marg, New Delhi-110001
IFSC Code-	PUNB0112000

Bank Account No- 1120002102306372
MICR Code- 110024043
Swift Code- PUNBINBDCG
The tender fee is non-refundable.

3. e-Tendering Process:- BSNL has decided to use the e-Tendering Process for inviting proposals for this Tender and thus the physical proposals under this Tenders will not be accepted. The special instructions to Bidders for e- Tendering is provided in Section 4 Part C of this Tender.

4. Eligibility Conditions:-The eligibility conditions for participating in this tender shall be as below:-

4.1. The Bidder shall be a Company/ Limited Liability Partnership (LLP) registered & incorporated under the Indian Companies Act, 1956/2013/Limited Liability Partnership Act 2008 respectively, including any amendments, re-enactments thereof.

4.2. Turnover: The bidder shall have a minimum average annual financial turnover of INR 10.0 Crores during last three financial years i.e 2022-23, 2023-24 & 2024-25. Audited financial statement of the relevant period shall be submitted in this regard.

4.3. Experience Criteria:

4.3.1. The bidder shall be OEM or Authorized Partner of OEM of quoted IT Hardware. The Bidder should have successfully executed IT projects cumulatively worth INR 25 Crore after 01.04.2021 with at least one project having the cost not less than INR 10 Crore. Client Certificate with client details & verifiable reference i.e email-id/ phone number/ office address etc, counter signed by authorized signatory shall be submitted.

4.3.2. If bidder is not the OEM, bidders shall submit authorization letter from OEM, authorizing bidder to represent them for this bid.

4.4. Any bidder or their promoters holding an equity stake of 10% or more in any company operating in India that holds authorization for Access Services under a Unified License (Basic and CMTS) issued by the Department of Telecommunications (DoT) (i.e., Telecom Service Providers), or vice versa, shall not be eligible to participate. However, this restriction shall not apply to Public Sector Undertakings (PSUs) under the administrative control of the DoT. Undertakings, in support of company not having more than 10% equity stake and not being a licensed service provider shall be submitted.

4.5. The Bidder shall not be a licensed service provider to provide Basic services/ Cellular Services/ Internet services/ Unified access services/ NLD services anywhere in India. The bidder is required to submit requisite certification in this regard.

4.6. Bidder shall submit a self-declaration that they are not blacklisted/debarred with Ministry of Communication or BSNL or debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE), MoF dated on 2ndNov 2021 as on Bid submission date. If the bidder is found to have been blacklisted by any authorities mentioned above at any stage of the tender or during supply, action shall be taken by BSNL as per tender terms and conditions.

Note- If the bidder company is formed with same or part management of another company which has been black-listed/ banned by Ministry of Communication or BSNL or debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) for the period covering bid submission date, then the credentials of this black-listed/ banned company shall not be considered to meet any of the eligibility criteria.

- 4.7. Any bidder from a country which shares land border with India will be eligible to bid if the bidder is registered with the competent authority as specified in Annexure-I of O.M. No. 7/10/2021-PPD(1) Dated 23.02.2023 from Department of Expenditure, Ministry of Finance. The bidders shall submit an undertaking in this regard as per format provided under Section-6 Part D of this tender document.
 - 4.8. The bidder must have a valid GST No (Goods and Services Tax) & Permanent Income Tax Account No (PAN) and shall submit a copy of the same with the bid. In case of multiple GST numbers, all the numbers can be provided as an annexure. Bidder(s) should not have been blacklisted/ banned by GST Authorities. A self-declaration to this effect is to be submitted by bidders.
5. Procurement under this tender would be in accordance with Revised Public procurement (preference to Make in India) order 2017, bearing No. P-45021/2/2017-PP(B.E.-II)-Part-IV(Vol-II) dated 19th July, 2024 notified by DPIIT, Ministry of Commerce and Industry Public Procurement Section), Government of India and its subsequent amendment from time-to-time, if any. Class-I & Class-II local bidders shall be eligible to participate in this tender. Bidders are required to submit declaration as per Format at Section-6, Part-E with Local content of offered products.
- All rulings w.r.t. Local content, Class I Local supplier/Class-II Local supplier as well as Non-Local supplier etc. shall be as per the cited order. The bidders offering imported products will fall under the category of Non- Local suppliers. The bidders can't claim themselves as Class-I Local supplier/ Class-II Local suppliers by claiming the services such as transportation, insurance, installation, commissioning, and training and after sales service support like AMC/ CMC etc. towards local value addition.
6. Amendments/Guidelines relating to procurement of Telecommunication equipment in respect of Unified License Agreement and ISP License Agreement, issued by DOT vide No. 20- 271/2010 AS-I (Vol-III) dated 10-03-2021 and No. 820-01/2006- LR(Vol-II) (Pt-3) dated 12-03-2021, along with latest amendments, if any, shall be applicable to this tender.

7. Certificate and Clearance:-

- 7.1. **Trusted Portal Clearance** - Amendments/Guidelines relating to procurement of Telecommunication equipment in respect of Unified License Agreement and ISP License Agreement, issued by DOT vide No. 20-271/2010 AS-I (Vol-III) dated 10-03-2021, along with amendments, issued from time to time shall be applicable to this tender. The bidder shall have to obtain (if not already obtained) approval of the product as a trusted source from the National Security Council Secretariat (NSCS) as per Government of India Guidelines, before supplying the same.

Format as per Section-7, Part-C duly filled for essential information (pertaining to bidder) for applying to NSCS for obtaining clearance from Trusted Sources Portal (NSCS) shall be filled and submitted with the bid. If bidder has already applied or obtained the required clearance, the details of same may kindly be submitted in technical bid.

7.2. The successful bidders shall supply the storage solution as per the Technical Specifications in this tender. The supplied storage equipment under this contract shall be MTCTE Certified. The mandatory testing and certification of telecom equipment (MTCTE) provides that every telecom equipment must undergo mandatory testing and certification prior to sale, import of use in India. The supplied equipment should meet above guidelines as applicable. A self-certificate regarding the same is to be submitted.

8. EMD/ BID SECURITY:-

The bidder shall furnish the bid EMD/Bid Security for an amount **Rs. 60 Lakhs (Rupees Sixty Lakhs Only)**, preferably through online payment mode as per the aforementioned Bank/Beneficiary Details. However, Bid security may be submitted through DD/ Banker's cheque (Not applicable for E-payment made) in one of the following ways:-

- (a) Demand Draft/ Banker's cheque drawn in favour of 'A.O. (Cash), BSNL Corporate Office, New Delhi' and Payable at New Delhi; or
- (b) Bank Guarantee or E- bank guarantee from a Nationalized/Scheduled Commercial Bank in India (except Co-operative banks), or Insurance Surety Bond from Indian Insurance Company, drawn in favour of "DGM (MMT), Bharat Sanchar Nigam Limited, Corporate Office, New Delhi" which should be valid for 180 days from the tender opening date. Format for Bank Guarantee is given at Section-7, Part-A and for Insurance Surety Bond is given at Section-7 Part-A1. A copy of SFMS by Bidder's EMBG issuing Bank shall also be submitted with EMBG as well as time of renewal, if any.

For acceptance of e-BGs (EMBG or PBG), BSNL has on-boarded NeSL with following details:

- i. Beneficiary Phone Number: +91-9868217701
- ii. Email id: aommbsnlco@bsnl.co.in
- iii. PAN of Entity: AABCB5576G
- iv. Constitution Type.: Public Sector Enterprise
- v. Complete Name. Bharat Sanchar Nigam Limited (BSNL)
- vi. Full Address.: Bharat Sanchar Bhawan, H.C. Mathur Lane, Janpath, New Delhi-110001

"MSE (Micro & Small Enterprise) bidders are exempted from payment of Tender Fee/Bid Security (if exemption from tender fee/ EMD is claimed by them) provided they submit current and valid Udyam Registration Certificate issued from the Ministry of MSME for the tendered items manufactured/produced and services rendered by MSE bidder themselves. Further, the exemptions of tender fee and bid security will be extended to those MSE bidders only, who will offer their own developed solution. They will have to declare while

claiming exemption from tender fee/ EMD that they have offered their own developed similar solution and not an outsourced one. These exemptions are not applicable for Medium Scale Units/ Traders/ distributors/ sole agent/ Works Contract. **All provisions specified in Gazette Notification No. CG-DL-E-21032025-261838 dated 21st March 2025, issued by the Ministry of Micro, Small and Medium Enterprises, along with any subsequent amendments, shall apply to this tender.**

"Important Note:- All existing enterprises registered under EM-Part-II or UAM or any other registration issued by any authority under the Ministry of MSME, shall register again on the Udyam Registration portal, if not registered earlier."

9. Scope of Work:- Kindly refer Section-3 Part A

10. Submission and Opening of Proposals:-

- a) Date & Time of Submission of online Tender bids (tender closing time): on or before 12:00 Hrs of 22.06.2026.
- b) BSNL shall open the online submitted Bids/Proposals at 12:30 hours on 23.06.2026 in the presence of authorized representatives from participating firms, who chose to attend. The date fixed for opening of Proposals, if subsequently declared as holiday by the BSNL, the proposals will be opened on the next working day, time and venue remaining unaltered.
- c) CMD BSNL reserves right to accept or reject any or all proposal (s) prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder (s) on the ground of BSNL's action. He is not bound to accept the lowest tender.
- d) Any effort by a company to influence the proposal comparison/evaluation/ work award decision by way of overt/covert canvassing shall result in non-consideration / rejection of its proposal.
- e) Date for opening of Financial Bids will be informed later.

Note: 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. Place of Opening of Tender Bids:-

- a) BSNL has adopted e-tendering process which offers a unique facility for 'Online Tender Opening Event (TOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.
- b) However, if required, authorized representatives of bidders (i.e. Supplier organization) can attend the TOE at the Meeting Room, 2nd Floor, Bharat Sanchar Bhawan, Janpath, New Delhi, where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

12. Tender bids received after due time & date will not be accepted.

13. Incomplete, ambiguous/ illegible, conditional, unsealed tender bids are liable to be rejected.

14. Clarification of the Tender:- The queries in respect of the Tender document, if any, can be submitted within 5 days of issue of NIT/Tender document through below mentioned Email, latest by 06.06.2026 as per the following format. Any query received after this date will not be entertained.

S.No	Section No	Page No.	Clause No.	Clause description	Query

BSNL CONTACT PERSON:-

BSNL Contact-1	
Contact Person	Sh. Mohammad Faizan, AGM(MMT-I)
Telephone	9868176305 [between 9:30 hrs. to 18:00 hrs. on working days]
E-mail ID	mohammad@bsnl.co.in
BSNL Contact-2	
Contact Person	Sh. Manish; DM(MMT-III)
Telephone	9467001800 [between 9:30 hrs. to 18:00 hrs. on working days]
E-mail ID	dmmmbnsnl@gmail.com

15. Adherence to published Tender:-

- a) The Bidder shall furnish a declaration under his signature that no addition/ deletion/ corrections have been made in the Tender document being followed for submission of Bid and it is identical to the Tender (including its amendments and clarifications to pre-bid queries) appearing on the e-Tendering Portal used by BSNL for processing this tender.
- b) In case of any correction/ addition/ alteration/ omission in the Tender terms & conditions submitted as a part of the submission of Bid, the Bid shall be treated as non-responsive and shall be rejected summarily.

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

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

- 18.** Integrity Pact Program is implemented for this tender for which duly signed Integrity Pact is to be submitted mandatorily along with the bid. Format of Integrity Pact is provided in the tender document at Section 7 Part G Proforma(s). To oversee the implementation of Integrity Pact Program, Independent External Monitors (IEMs) are appointed by BSNL whose information is available under the link- Independent External Monitor-on Home page of www.bsnl.co.in.

SECTION-2

TENDER INFORMATION

1. TYPE OF TENDER:-

- a) No. of Bid Submission Stages for tender: Single Stage
- b) No. of Envelopes for submission of Bids: Two Electronic Envelopes System
- c) E-reverse auction : Not Applicable

Note-1:- The bidder shall submit Techno-commercial bid and financial bid simultaneously.

2. BID VALIDITY PERIOD:- 150 days from the Tender opening date and can be extended.

3. The tender offer shall contain two electronic envelopes viz. techno-commercial and financial envelope. The techno-commercial part/envelope will be opened first and then second electronic envelope consisting of financial bids will be opened for those bidders whose techno-commercial bids are found to be responsive.

a) Techno-commercial envelope called 'Technical e-envelope' shall contain scanned copies of the following, but not limited to, documents :-

(i) Bank Transaction details with UTR Number towards the successful e-payment for Tender Fee & EMD or valid MSE (Micro or small Enterprise) certificate for claiming exemption, as the case may be.

(ii) DD/ Banker Cheque or Bank Guarantee towards Tender Fee, EMD/Bid Security (if not submitted through e-payment mode).

(iii) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in DNIT.

(iv) Power of Attorney & authorization for executing the power of Attorney.

(v) Bidder's Profile & Questionnaire duly filled & signed.

(vi) Non-Relation Certificate duly filled & signed.

(vii) Non Sharing of Land Border certificate

(viii) Undertaking & declaration as per section-6 duly filled & signed

(ix) Documents stated in Clause 10 of Section-4 Part A

(x) Tender/ Bid form- Section- 9 Part A

(xi) Clause by clause compliance with respect to the Scope of Work, Technical Specifications, SOR (Section 3 Part A, B & C), General (Commercial) Conditions

Note-1: *It is important to note that the bidder should not upload the same document more than once on e-tender portal in order to establish the eligibility conditions or other terms & conditions of the tender.*

b) Financial e- envelope shall contain scanned copies of:

(i) Price Schedule duly filled as per Section 9 Part B

(ii) Bid Form, duly filled and signed as per Section- 9 Part A.

Note-2 *"In case there is any discrepancy between the information entered in the BOQ (System generated BOQ) and that as per the scanned copy of signed & stamped PDF document [price schedule (Section 9 Part B)] uploaded on NIC Portal, then information*

as per the uploaded signed & stamped PDF document [Price schedule (Section 9 Part B)] shall prevail over the information entered in the BOQ”

Note-3 for Offline submissions:-

- (a) Tender Fee & EMD is required to be submitted by the bidder preferably through online payment mode as per the Bank/Beneficiary Details provided in the DNIT/Tender Enquiry document. In case of MSE (Micro & Small Enterprise) bidder, valid MSE Certificate /Udyam Registration certificate, broadly covering the tendered equipment/ services, for claiming exemption of Tender Fee / EMD shall be required to be submitted.

However, scanned copies of the following documents (which ever applicable) are to be mandatorily uploaded by the bidder along with other required documents in their online Technical bid part (1st electronic Envelope i.e. Technical Envelope) on e-tender portal failing which the tender bid shall be archived unopened / rejected on e-tender portal at bid opening stage:

- (i) Bank Transaction details with UTR Number towards the successful e-payment for Tender Fee/EMD or scanned copy of Bank instruments for Tender Fee/EMD.
- (ii) DD/ Banker Cheque or Bank Guarantee (if not submitted through e-payment mode).
- (iii) Valid MSE Certificate/Udyam Registration certificate for claiming exemptions from Tender Fee/ EMD.

Moreover, Originals of Bank Instruments such as DD or EMBG towards Tender Fee, EMD/Bid Security respectively(if not submitted through e-payment mode), shall be submitted by bidder on any date before or within 5 days of bid submission end date to DM (MMT-II), BSNL, C.O. 2nd Floor, Bharat Sanchar Bhawan, Janpath, New Delhi 110001 in a sealed envelope bearing the Tender number, Name of work, failing which the tender bid (if already opened on basis of scanned copies uploaded in 1st electronic Envelope i.e. Technical Envelope) shall be rejected.

- (b) During tender process, BSNL's tender inviting authority may require the bidder to produce original copy of any document such as Power of Attorney, Bid Form, etc. submitted as scanned copy in the Technical bid part (1st electronic Envelope) on e-tender portal, which the bidder will have to comply with.

4. PAYMENT TERMS:-Refer Section 5 Part A Clause 11.

4.1 Hardware and Software Cost

- 4.1.1** 50% of total quoted cost for Hardware& Softwares shall be paid at the time of delivery of Hardware and Software.
- 4.1.2** 30% of total quoted cost for Hardware& Software shall be paid at the time of completion of Installation and Commissioning.
- 4.1.3** 20% of total quoted cost for Hardware& Software shall be paid after completion of 1 year for Comprehensive Warranty.

4.2 Installation and Commissioning cost

4.2.1 90% of the total quoted Installation and Commissioning cost shall be paid at the time of successful completion of the Installation and Commissioning.

4.2.2 Remaining 10% of the total quoted Installation and Commissioning cost shall be paid after completion of 1 year for Comprehensive Warranty.

4.3 AMC Charges

4.3.1 The entire AMC duration for 3 year will be divided into 12 quarters.

4.3.2 After successful completion of the AMC period of each quarter, 100% payment after making due adjustment towards SLA penalties shall be made based on the quarterly bills submitted.

4.3.3 No advance payment for AMC shall be made.

5. DELIVERY SCHEDULE:-

5.1 Equipment shall be supplied within 60 days of the date of P.O.

5.2 Installation and Commissioning within 90 days from the date of P.O.

6. VERIFICATION OF ELIGIBILITY CRITERIA DOCUMENTS BEFORE ISSUE OF PO/WORK ORDER:-

Before placement of Purchase Order/Work order on the bidder, the documents submitted by the bidder against eligibility criteria (Section 1) will be verified by BSNL. For this purpose, the bidders shall be required to produce original documents for verification. The PO/work order will be placed on the vendor only after successful verification of the aforementioned documents, apart from fulfillment of other conditions of APO/AWO.

7. CONSIGNEE:-

7.1 Goods/ Services are to be supplied to designated locations as mentioned in tender.

7.2 Complete Names, addresses, quantity etc. to each consignee will be specified in the Purchase Order.

7.3 The payments will be made for the actual supplied equipment. BSNL reserve the right to change the location in the interest of requirement.

Section 3 Part A

Scope of Work

General:- BSNL intends to deploy a Unified Cloud Storage Solution on a single, coherent private storage cloud model consisting of modular Storage Cluster Units that can be continuously added to form a self-healing geographically distributed cluster storage eco-system with no single point of failure using Distributed ZFS (Zettabyte File system) storage Architecture.

The system shall be scalable, secure with high availability and high-performance to store and manage critical customer-related data, including documents, demographic information, and database content.

1. Supply, Installation, Testing, Commissioning and Comprehensive Annual Maintenance of storage solution and related software shall be provided by the bidder at the defined location where storage solution is implemented.
2. The bidder shall be responsible for integration of storage solution with BSNL system. Bidder shall provide required support during the integration phase of the equipment / system with existing equipment/ system. This would require availability of skilled personnel, tools, testers and software etc. that would be deemed necessary to support the integration task.
3. Bidder shall be responsible for Planning, Deployment & Configuration of supplied storage solution as per site survey, installation, wiring, cabling, and power on, testing, configuration / set up of supplied equipment.
4. Bidder shall be responsible for providing support to application Vendor for Preparation of storage Map for Storage, Virtual Volumes to Host Mapping, Snap Shot, Hardware & Backup Policies, Replication volumes/Hosts/VMs.
5. Storage to be supplied shall conform specifications including amendments of the tender.
6. Every storage cluster in the storage system shall be a 1+1 high-availability unit i.e two dedicated storage nodes, both connected to two JBOD (Just a Bunch Of Disks) shelves via dual-path SAS per shelf, with ZFS mirror vdevs (virtual devices) spanning across shelves. Either node can fail completely including a full power loss and the surviving node continues serving the pool without any interruption to compute hosts.
7. Storage solution shall have to be provided by bidder. Space, Power, UPS for the storage solution shall be provided by BSNL.
8. The supplied storage system shall have 1 year warranty after commissioning.

Section 3 Part B

TECHNICAL SPECIFICATIONS/ REQUIREMENTS

- 1. Architecture & Implementation Blueprint:-**The solution shall be deployed as a Unified Cloud Storage Solution on a single, coherent private storage cloud model consisting of modular Storage Cluster Units that can be continuously added to form a self-healing geographically distributed cluster storage eco-system with no single point of failure using Distributed ZFS (Zettabyte File system) storage Architecture.

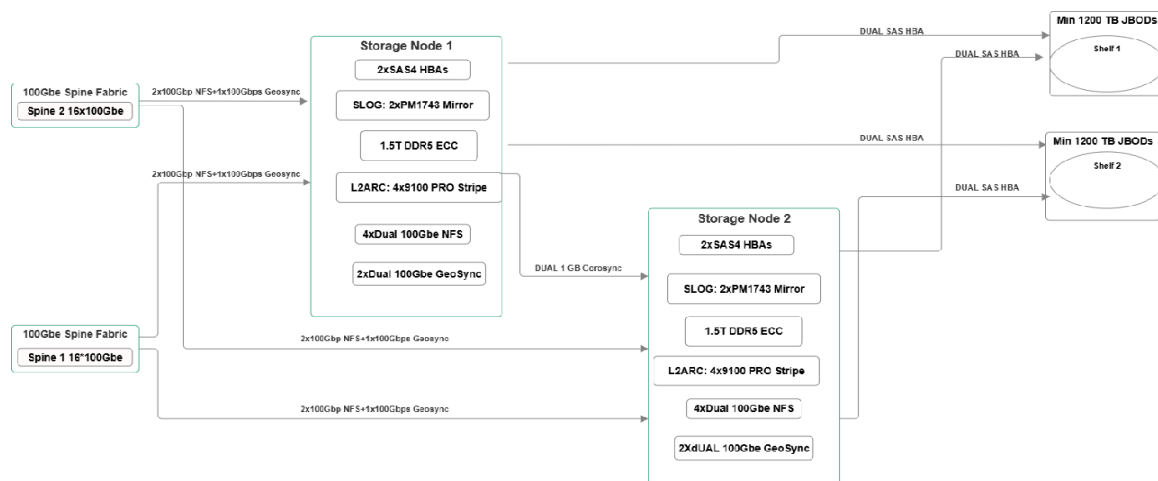
Every storage cluster in the Storage platform shall be a 1+1 high-availability unit: two dedicated storage nodes, both connected to two JBOD shelves via dual-path SAS per shelf, with ZFS mirror vdevs spanning across shelves. Either node can fail completely, including a full power loss or the surviving node continues serving the pool without any interruption to compute hosts.

1.1 PHYSICAL ARCHITECTURE - 1+1 CONFIGURATION:-

Each storage cluster may consist of these physical components:-

- i. 2× Storage server nodes (Node 1 and Node 2) — active/passive
- ii. 2× JBOD shelves (Shelf A and Shelf B) — each shelf contains multiple HDD disks of minimum 20TB SAS 12Gbps with minimum Raw 1200TB per shelf
- iii. 2× Dual SAS HBA connections per node — each node has two HBA path to each shelf
- iv. 2× Dedicated cluster interconnect for Corosync — minimum 1Gbps interface
- v. 1× Floating NFS VIP over teamed minimum 4*100Gbps network interfaces per node – keepalived
- vi. 1x Geo-sync Replication using minimum 1* Dual 100Gbe network interfaces per node
- vii. Minimum 2x 100Gbps Switches with RoCE 2 support – 16/24 port

1.2 PHYSICAL TOPOLOGY DIAGRAM:-



*NFS may be expanded to 4x100Gbps from 2x100Gbps from node to spine if required

1.3 Disk Layout Per Shelf:-

Disk Type	ZFS Role	Notes
Minimum 20TB SAS 12Gbps HDD	Data vdevs (mirrored across shelves)	Minimum 1200 TB storage per shelf in mirror pair to give minimum 1200 TB per cluster

1.4 ZFS Pool Configuration:-

1.4.1 Pool Topology:-

Mirror vdevs form the data pool. Each vdev is a 2-way mirror: one disk from Shelf A, one disk from Shelf B. ZFS stripes writes across all mirror vdevs, giving the combined sequential write bandwidth of all disk spindles while tolerating full shelf loss at 12.5GB/s per HBA path and about 25GB/s for dual HBA config.

1.4.2 dm-multipath Configuration:-

Each storage node sees all disks via four HBA ports. Linux dm-multipath presents each physical disk as a single logical device regardless of which HBA path is used, and automatically handles path failover if an HBA or SAS cable fails. ZFS sees clean single-path logical devices and has no knowledge of the underlying multipath topology.

1.5 High Availability- Pacemaker + Corosync:-

The two storage nodes form a Pacemaker cluster. Pacemaker manages three resources: the ZFS pool import/export, the NFS export service, and the floating NFS VIP. Only one node owns these resources at any time. If the active node fails, Pacemaker fences it via STONITH (using the Redfish BMC power-off API) and the standby node imports the pool and brings up the VIP -typically within 30 seconds.

1.5.1 Pacemaker resource configuration (crm shell):-

STONITH (Shoot The Other Node In The Head) is mandatory in any shared-storage HA cluster. Without it, both nodes could attempt to import the ZFS pool simultaneously — a split-brain scenario that corrupts the pool. The Redfish BMC fence agent issues a hard power-off to the failed node before the surviving node proceeds with pool import, guaranteeing only one node ever owns the pool at any instant.

1.6 Active-Active Geo-Replication Across DCs:-

Each site has one storage cluster (1+1 node pair + 2 shelves). ZFS send/receive replicates dataset snapshots between DC pairs continuously. For base image templates, replication is one-directional from a designated master site-templates are managed centrally and pushed out. For tenant overlay backups, replication is bidirectional within DC pairs to enable DR failover.

Sustained geo-replication bandwidth requirement is ~1.2 Gbps (0.6% of the 2×100 GbE replication interface). The dedicated interface is sized for initial full-pool synchronization and post-outage catch-up bursts, not steady-state throughput.

1.7 Network Architecture:-

Networking enforces no single point of failure network access for NFS, Heartbeat, ZFS replication and Management for each storage node.

1.7.1 Storage Node Network Topology:-

Network	Interface	Purpose
NFS serving (VIP)	2× Dual 100GbE (bonded active/passive)	Serves NFS to all compute hosts. Floating VIP moves with Pacemaker resource group. Bond provides NIC-level redundancy within the node.
Corosync heartbeat	2× 1GbE direct crossover	Pacemaker/Corosync cluster communication between Node 1 and Node 2. Direct cable — no switch in path for reliable heartbeat.
ZFS replication	2 × 100GbE (bonded active/active)	ZFS send/receive between DC pairs. SSH tunnel over management network.
BMC/OOB	1GbE dedicated BMC port	STONITH fencing via Redfish BMC API. Critical — must be reachable even when node OS is down.

1.8 Management Plane:-

The management plane manages storage allocation, monitoring of ZFS nodes and resource utilization. They are involved in capacity prediction and requirement planning.

Component	Technology	Audience	Role
Storage HA	Pacemaker+ Corosync	System	ZFS pool ownership, NFS VIP, STONITH fencing
Observability	Prometheus+Grafana + Loki	BSNL Ops	ZFS pool metrics, Resource Monitoring
Config Management	Ansible	BSNL Ops	Host config, storage cluster setup, onboarding

1.8.1 ZFS Storage Monitoring:-

Storage cluster health is critical infrastructure. The following Prometheus metrics are collected from both storage nodes and alerted on immediately:

- ZFS pool health state (ONLINE / DEGRADED / FAULTED) — alert on anything other than ONLINE
- Mirror vdev state per shelf pair — alert on any vdev entering DEGRADED state
- Pacemaker resource ownership — alert if NFS VIP or ZFS pool resource is not running on exactly one node

- iv. dm-multipath path count per disk — alert if any disk drops below 2 active paths
- v. ZFS ARC hit rate — alert if L2ARC hit rate drops below 70% (indicates working set larger than cache)
- vi. SLOG write latency — alert if ZIL commit latency exceeds 5ms
- vii. Resilver progress — alert ops team when resilver starts; track completion ETA

2. Minimum Hardware Specifications/ Configurations:-

2.1 ZFS Storage Node –Per Node:-

Component	Specification	Notes
CPU	AMD EPYC 9224 (24c) or Intel Xeon Silver 4416+ or better	ZFS is CPU-efficient. 24 cores ample for 60 disks. Optional 48Core for 120 disks
RAM	1.5 TB DDR5 ECC (1GB per TB of Storage)	ZFS ARC lives in RAM. 1.2TB for hot dataset caching.
Boot SSD	960 GB*2 RAID 1 SSD Samsung 9100 Pro or equivalent	Boot Disk and Applications
SLOG SSD (2/Node)	Micron 7450 PRO Samsung PM1743 4TB or equivalent	Ultra-low write latency + power-loss protection.
L2ARC SSD (6/node)	Samsung 9100 Pro 4TB – Striped or equivalent	Read-intensive sufficient for L2ARC.
HBA	2×Broadcom HBA 9600-16i (SAS4, IT mode) or equivalent	IT mode mandatory — ZFS must see raw disks.
Cluster NIC	2×1GbE direct crossover	Corosync heartbeat. No switch in path.
NFS NIC	4×100GbE + 2×100GbE Replication	NFS VIP on 4x100Gbe. DC replication on 2x100GbE.
BMC	Redfish-compliant, dedicated 1GbE	STONITH fencing via Redfish power-off API.

2.2 JBOD Shelf:-

Component	Specification	Notes
Enclosure	4U 60-bay JBOD (Supermicro/Seagate/WD or equivalent)	Dual SAS expander paths. Hot-swap all 60 bays.

Component	Specification	Notes
HDD (60/shelf)	Seagate Exos or Western Digital Ultrastar DC - 20TB CMR 7200rpm HDD or equivalent	CMR mandatory for ZFS resilver performance - Native SAS Required
SS Cabling	4× SAS cables per shelf	Full dual-path from each node to each shelf.

2.3 Per Cluster ToR Switch:-

Component		Notes
CPU	AL52400 or better with >2GB memory	L3 HW Offloading
Ethernet	2X10GB ethernet for VRRP	Failover between Switches
Switch Chip	Marvel 98CX8410 or better	RoCE 2 support with HW offloading
Power	2x 100w Hot Swap Power Supply -48V/220v	No down time due to power failure
NIC	16x 100Gbps – QSFP28	NFS VIP on 4x100GbE. DC replication on 2x100GbE.
Colling	Multiple Hot swap Fans	No downtime due to fan failure
MTBF	>150K Hours	Low possibility of failure

3. Storage Requirement:-

Dev Unit	Application	RAW TB
Kerala	Sanchar Mitra COS, SFAS, FTTH onboarding (Previously part of SA) and other allied applications	1128
Kerala	Integrated CCMS	11
Kerala	DoT Applications (MNV, MNP, POS, PMR, SDR, RIVS)	154
Kerala	uNMS (Unified NMS Platform)	186
Kerala	OSS of uNMS, Auto OBD, SMS, Platform	4
Kerala	EB Customer Portal, IBS (Integrated Business Solution), Gramnet	44
Kerala	M2M Platform	17

Kerala	Surveillance Platform	220
Kerala	TR069 Platform (Additional Requirements)	10
		1774
BBNW	MPLS Inhouse Applications (Prabalplus/ BMAP/ VTPro/ ServiceDesk/ Dasha)	116
BBNW	Website content, media, logs, and backups.	600
BBNW	Teevra app, Avinya Portal, LMG portal & Teevra Web Portal	10
		726
ITPC (SDC)	CDR P3	2490
ITPC (SDC)	ERP	260
ITPC (SDC)	In-house & Other Apps	530
ITPC (SDC)	LDAP	120
ITPC (SDC)	CGNAT	3292
ITPC (SDC)	E-Office	300
		6992
Total		9492

4. Deployment Requirement:-

DC	RAW storage for procurement (TB)	Clusters	Nodes	Shelves	TOR Switch
Chandigarh	1800	1	2	4	2
Bangalore	800	1	2	2	2
Hyderabad	7000	3	6	12	6
Pune (Backup)	9600	4	8	16	8
Total	19200	9	18	34	18

SECTION- 3 Part C**SCHEDULE OF REQUIREMENTS (SOR)****1. Price Determination Parameter :-**

Sl. No.		SoR Item	Location	Raw capacity (TB)
1	1.1	ZFS based storage system in 1+1 high availability unit configuration with all specifications and configuration as per Section-3, Part-B including Hardware & Associated Software	Chandigarh	1800
	1.2	ZFS based storage system in 1+1 high availability unit configuration with all specifications and configuration as per Section-3, Part-B including Hardware & Associated Software	Bangalore	800
	1.3	ZFS based storage system in 1+1 high availability unit configuration with all specifications and configuration as per Section-3, Part-B including Hardware & Associated Software	Hyderabad	7000
	1.4	ZFS based storage system in 1+1 high availability unit configuration with all specifications and configuration as per Section-3, Part-B including Hardware & Associated Software	Pune	9600
2	2.1	Installation and commissioning	Chandigarh	1 set
	2.2	Installation and commissioning	Bangalore	1 set
	2.3	Installation and commissioning	Hyderabad	1 set
	2.4	Installation and commissioning	Pune	1 set
3	3.1	AMC for 3 years	Chandigarh	1 set
	3.2	AMC for 3 years	Bangalore	1 set
	3.3	AMC for 3 years	Hyderabad	1 set
	3.4	AMC for 3 years	Pune	1 set
4	4.4	Any other item		

Note 1: Required items shall be quoted as per the technical details in the tender. Comprehensive Warranty period of the complete unified solution shall 1 year from date of commissioning. 20% of the total cost for unified storage solution hardware shall be paid against the Comprehensive Warranty after end of warranty period.

Note 2: Bidder shall furnish the detailed Bill of Material (BOM) for each SOR item mentioned above. The detailed Bill of Material shall clearly mention all the components including quantities, constituting the SOR item. The priced Bill of Material shall be submitted in the envelope containing the price bid and unpriced Bill of Material shall be submitted in the envelope containing the techno-commercial part. There shall not be any difference in the items and quantities in the priced and the unpriced BOMs.

Note 3: The bidder must include and quote for all the required Hardware, Software and License required for the offered solution. For this purpose “any other item” shall be used. In case, the bidder does not include and quote for any required component and it is discovered later that this component is required to deliver the functional requirement of tender, then the bidder has to supply, install and configure that component free of cost.

Note 4: In case items with same nomenclature for the same capacity is quoted with different price in the Price Schedule, the lowest among the items with same nomenclature shall be paid for all such items.

Note 5: It will be the bidder's responsibility to integrate the provided storage with the BSNL servers. All the required necessary equipments/ interface to integrate the supplied storage with the BSNL servers/system shall have to be provided by the bidder.

Note 6: Data migration from BSNL system to the storage solution shall be part of the mile stone of Commissioning & integration of storage solution with BSNL system. Data migration shall be done by bidder. Any delay of data migration on BSNL part shall be duly taken care of while deciding the completion of Commissioning & integration of storage solution.

SECTION 4 PART A

GENERAL INSTRUCTIONS TO BIDDER

1. DEFINITIONS:-

- a) **"The Purchaser"** means the Bharat Sanchar Nigam Ltd. (BSNL), New Delhi.
- b) **"The Bidder"** means the company which participates in this tender & submits its bid.
- c) **"The Advance Work Order"** means the intention of Purchaser to place the Work Order on the bidder.
- d) **"The Work Order"** means the order placed by the Purchaser on the Service provider signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The work order shall be deemed as "Contract" appearing in the document.
- e) **"The Contract Price"** means the price payable to the service provider under the work order for the full and proper performance of its contractual obligations.
- f) **"Telecom Service Provider"** means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. **"Telecom Service Provider"** also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- g) **"Successful Bidder(s)"** means the bidder whom work in this tender is awarded.

2. ELIGIBILITY CONDITIONS:-As defined in Clause 4 of Section 1-DNIT.

3. COST OF BIDDING:-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

4. DOCUMENTS REQUIRED:-

- 4.1. The system required to be provided; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.
- 4.2. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

5. CLARIFICATIONS OF THE TENDER:- Refer Clause 14 Section 1.

6. AMENDMENT OF BID DOCUMENT:-

- 6.1. 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 prior to the date of submission of Bids with due notification to prospective bidders.
- 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 (minimum 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.

7. DOCUMENTS COMPRISING THE BID:-The bid prepared by the bidder shall ensure availability of the following components:-

- a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 2 & 10 of Section 4 Part A.
- b) Bid Security furnished in accordance with clause 12 of Section 4 Part A.
- c) A Clause by Clause compliance as per clause 11 of Section 4 Part A.
- d) Bid form & price schedule completed in accordance with clause 8 & 9, Section 4 Part A.

8. BID FORM:-The bidder shall complete the bid form furnished in the Bid Documents, as per Section- 9 Part A.

9. BID PRICES:-The bidder shall quote as per price schedule given in Section 9 part B for all the items.

10. LIST OF DOCUMENTS TO BE SUBMITTED ONLINE AS PART OF THE PROPOSAL:-

Bidder should ensure that all the documents as asked below should be submitted:-

- 10.1. Certificate of Incorporation. Copy of Articles & Memorandum of Association of the bidder.
- 10.2. Latest list of Directors on the board of the Company with their address (es), contact telephone numbers, Email Ids, DIN of each director, CIN of the company, etc.
- 10.3. Board's resolution in favor of authorized signatory.
- 10.4. Power of Attorney duly notarized on non-judicial stamp paper of INR 100/- in favor of authorized signatory.
- 10.5. Attestation of the signatures of the authorized signatory by any scheduled Bank.
- 10.6. Audited financial statements for last three financial years i.e 2022-23, 2023-24 & 2024-25.
- 10.7. Turnover Certificate for last 3 Financial Year.
- 10.8. Contact details i.e. Name, mail id, phone no., mobile no., fax no. of a responsible person for liasoning in this matter.
- 10.9. Experience certificate from the said client (s) with client details & verifiable reference i.e email-id/ phone number/ office address etc , counter signed by authorized signatory
- 10.10. Undertaking for understanding the terms and condition of Tender & Spec. of work at Section 6 Part A.

- 10.11.** Undertakings, in support of company not having more than 10% equity stake and not being a licensed service provider as required in eligibility conditions in the Proforma enclosed at Section 6 Part B.
- 10.12.** Near relation certificate as enclosed at Section 6 Part C.
- 10.13.** Non-refundable Tender fee amount INR 4,000 along with applicable GST (i.e Total tender fee amount Rs. 4,720/-) through DD/ Banker's cheque.
- 10.14.** Bid Security as defined in Section 1- DNIT.
- 10.15.** Signed Tender Document and any other document (Clarifications document etc) issued during the tender process.
- 10.16.** Copy of PAN and GST numbers certificate (s).
- 10.17.** A self-declaration along with evidence that bidder is not black listed by GST authorities.
- 10.18.** Self-certification that the Bidder Company have not been banned by any Ministry of GOI or by this tender inviting office i.e. BSNL CO.
- 10.19.** MSE certificates as asked in above Section 1- DNIT.
- 10.20.** Self-Certificate regarding non-sharing of Land Border (Section 6 Part D).
- 10.21.** Self-declaration regarding Local Content (LC) for Telecom Product, Services or Works is attached under Section 6 Part E.
- 10.22.** Tender Acceptance Letter attached under Section 6 Part F.
- 10.23.** The bidder shall submit an irrevocable undertaking duly signed by it stating that the bidder company shall be liable for due performance of the contract, failing which bidder shall be liable to be barred from having any business dealing with BSNL for a period of three years and PBG may be forfeited. (Section 6 Part H).
- 10.24.** Support Certificate to be given by all partners/ vendors/ OEMs/ database vendors in Section 7 Part F.
- 10.25.** Clause-by-clause compliance of the Scope of Work, Technical Specifications, SOR (Section-3 Part A, B & C), General (Commercial) Conditions & Special (Commercial) Conditions, General Conditions of AMC (Section- 5 Part A, B & C).
- 10.26.** Filled proforma for NSCS Clearance Section 7 Part-C.
- 10.27.** Self-certificate regarding mandatory testing and certification of telecom equipment (MTCTE).
- 10.28.** If bidder is not the OEM, bidders shall submit authorization letter from OEM, authorizing bidder to represent them for this bid.
- 10.29.** Signed Integrity Pact

11. DOCUMENTS ESTABLISHING GOODS' CONFORMITY TO BID DOCUMENTS:-

- 11.1.** Pursuant to clause 7, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all goods and services which he proposes to supply under the contract.
- 11.2.** The documentary evidences of the "goods and services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:
 - a)** a detailed description of goods with essential technical and performance characteristics
 - b)** a list, giving full particulars including available sources and current prices of all spare parts, special tools, etc., necessary for proper and continuous functioning of the goods for a period of seven years following commencement of use of the goods by BSNL, and

- c) a clause-by-clause compliance on BSNL's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Scope of Work, Technical Specifications, SOR (Section-3 Part A, B & C), General (Commercial) Conditions & Special (Commercial) Conditions, General Conditions of AMC (Section- 5 Part A, B & C) shall not be considered.

12. EMD/BID SECURITY:- As defined in Clause 8 of Section 1-DNIT.

- 12.1.** The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(DNIT).
- 12.2.** The MSE bidders are exempted from payment of bid security in accordance with clause No. 8 of Section-1.
- 12.3.** If a vendor registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations; he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.
- 12.4.** The bid security is required to protect BSNL against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7 below.
- 12.5.** A bid not secured in accordance with Clause 12.1 and 12.2 above shall be rejected by BSNL being non-responsive at bid opening stage and archived unopened on e-tender portal.
- 12.6.** The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by BSNL pursuant to clause 7.
- 12.7.** The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security.
- 12.8.** The bid security may be forfeited:
- If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
 - If the bidder does not accept the APO/ AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 15.

Note: - The bidder shall mean individual company/ firm or the front bidder, as applicable.

13. PERIOD OF VALIDITY OF BIDS:-

- 13.1.** Bid shall remain valid for period specified in clause 2 of Tender Information (Section 2). A bid valid for a shorter period shall be rejected by BSNL being non-responsive.
- 13.2.** 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 12 above shall also be suitably extended. The

bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

14. FORMAT AND SIGNING OF BID:-

14.1. The bidder shall submit its bid, online, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature (in case of e-tendering) by the authorized person. The copy of quality manual and Article and Memorandum of Association should be uploaded along with other documents as required. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

Note:-BSNL may ask the bidder(s) to supply, besides original bid, additional copy of bids as required by him.

14.2. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

14.3. POWER OF ATTORNEY

- a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate. A copy of resolution authorizing the concerned person by the Board of Director to execute power of attorney shall be attached.
- c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney. A copy of the Partnership deed (first, last and relevant pages) duly attested by all partners shall be attached.
- d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.
- e) Any individual authorized in writing to execute Contracts or other agreements or commitments or physically sign or digitally sign the bid documents etc. on behalf of the bidder company shall be one of the power of attorney holders of the bidder company as per clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per clause 14.3 (b) or (c) of Section-4 Part A of the tender document. The letter of authorization shall be indicated by written power of attorney accompanying the bid.
- f) If POA is issued on more than one person specific to this tender, any one of the persons authorized can sign the tender/bid documents.

15. SEALING AND MARKING OF BIDS:-Refer Section 2 of tender document.

16. SUBMISSION OF PROPOSALS:-

16.1. Bids must be submitted online by the bidders on or before the specified date & time indicated in DNIT.

16.2. 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 BSNL and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

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

17. LATE BIDS:- No bid shall be accepted online by E-Tender Portal after the specified deadline for submission of bids.

18. MODIFICATIONS AND WITHDRAWAL OF BIDS:-

18.1. The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid. If a bid is withdrawn, the same shall be archived un-opened in E-tendering portal.

18.2. The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated.

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

19. OPENING OF PROPOSALS:-

19.1. BSNL shall open bids online in the presence of the authorized representatives of bidders online or physically present who chose to attend, at time & date specified in DNIT (Section-1). The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening in Format as per Section-7 Part-D.

19.2. A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

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

- i. In Single stage bidding & single envelope system; techno-commercial bid & financial Bid will be opened on the date of tender opening given in NIT.
- ii. In Single stage bidding & two envelopes system; the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids in this case & sealed financial bids will be handed over to DGM (MMT), BSNL, CO. for retention. Thereafter, CET will evaluate Techno-commercial bids & report of CET will be approved by competent authority. The financial bids of those bidders who are approved to be techno-commercially compliant by competent authority will be opened by TOC in front of techno commercially eligible bidders/ authorized representatives by sending them a suitable notice.
- iii. The following information may be read out at the time of Techno-commercial bid opening:-
 - a) Name of the Bidder
 - b) Name of the item
 - c) EMD amount & validity and acceptability

- d) Information in respect of eligibility of the bidder.
- e) Details of bid modification/ withdrawal, if applicable.

iv. The following information may be read out at the time of Financial bid opening:-

- a) Name of the Bidder
- b) Name of the item
- c) Quantities/ prices quoted in the bid
- d) Discount, if offered
- e) Taxes & levies

19.4. The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

20. CLARIFICATION OF BIDS:-

20.1. To assist in the examination, evaluation and comparison of bids, 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 writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

20.2. If any of the documents, required to be submitted along with the technical bid is regarding the bid document within a stipulated time period. In case of non-compliance found wanting, the offer is liable to be rejected at that stage. However BSNL at its discretion may call for any clarification to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

21. PRELIMINARY EVALUATION:-

21.1. Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether documents have been properly signed and whether the bids are generally in order.

21.2. Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. In case the unit price quoted in column 3 does not tally with its breakup quoted in columns, same shall be corrected by summing up the breakups. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, unit price shall prevail and the total price shall be corrected by BSNL.

21.3. If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of the errors, its bid shall be rejected.

21.4. Prior to the detailed evaluation pursuant to clause 22 below, BSNL will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. BSNL's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

21.5. A bid, determined as substantially non-responsive will be rejected by BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

21.6. 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 or affect the relative ranking of any bidder.

22. EVALUATION OF THE PROPOSALS:-

22.1. Evaluation of the proposals will be in one stage:

i. Sealed Bid System

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

22.3. The bidders may also be asked to give presentations in respect of the technical details/proposal.

22.4. The financial stage evaluation shall be carried out on financial bids submitted by the shortlisted techno commercial responsive bidders.

22.5. The price of various components detailed in the SoR shall be evaluated.

22.6. Evaluation of the cost of AMC:

22.6.1 The bidder shall quote for Unified cloud storage solution cost, Installation & commissioning cost and Comprehensive AMC Charges for three year in price bid.

22.6.2 AMC ordering price will be arrived as per the actual quoted rates.

22.6.3 Loading: In case any item is not quoted by a Bidder mentioned in the SOR of the tender document or the price of any item is not available in its own bid, then the bid shall be loaded by the highest price quoted by any of the bidders for that item. The loaded item shall be supplied at lowest cost quoted by any of the bidder.

22.7. The Bidders (technically qualified) shall be ranked L-1, L-2 , L-3L-n , as per the total financial quote submitted by them in Section 9 Part B.

22.8. After evaluation of the financial bids, BSNL shall prepare a list of such bidders arranged in increasing order of their evaluated prices starting from the lowest (i.e. L1, L2, L3 and so on) for the purpose of ordering against this tender.

22.9. If L1 bidder is 'Class-I local supplier', the work shall be awarded to L1.

22.10. If L1 is not 'Class-I local supplier', the lowest bidder among the Class-I local supplier, shall be invited to match the L1 price subject to Class-I local supplier's evaluated prices falling within the margin of purchase preference, and the work shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

22.11. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and work shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the work shall be awarded to the L1 bidder.

22.12. For this purpose, the evaluated price schedule of the 'Class-I local supplier' shall be recalculated by multiplying the individual SoR line items with a factor arrived at by dividing the evaluated L1 package price by evaluated 'Class-I local supplier' price.

22.13. 'Class-II local supplier' shall not be given purchase preference in the procurement.

22.14. Amendments/Guidelines relating to procurement of Telecommunication equipment in respect of Unified License Agreement and ISP License Agreement, issued by DOT vide

No.20-271/2010 AS-I (Vol-III) dated 10-03-2021 and No. 820-01/2006-LR(Vol-II) (Pt-3) dated 12-03-2021, along with latest amendments, if any, shall be applicable to this tender.

22.15. BSNL reserves the right to take decision on the awarding of the tender.

22.16. In case of failure of the L-1 bidder to execute/ accept the offer, the tender will be cancelled and EMD/Bid Security of L-1 shall be forfeited. However, the Bid Security of all other bidders L2 till Ln will be refunded, even in the case of them not accepting the L1 rates.

22.17. The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods offered along with all applicable Taxes etc of Price schedule of the Bid-document after arithmetical correction in the manner laid down in clause above but excluding taxes which are creditable to BSNL.

- (a) Duties, taxes & Cess for which the firm has to furnish GST Complaint Invoices as per GST Law is to be indicated separately in the Price Schedule.
- (b) Bidders should furnish correct HSN/ AC classification /Customs tariff Head in the price Schedule. If the credit for Duties, Taxes and Cesses under provision/ rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the bidders will be liable to refund such non-admissible amount, if already paid, along with penalty and interest if charged by the concerned authority.
- (c) BSNL reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification/ Customs Tariff Head from the CGST/SGST/IGST officer or Customs authority where the HSN or SAC classification/ Customs Tariff Head furnished against the particular tendered item by different bidders, differs from each other or the same is found apparently not furnished in accordance with GST Act/Customs Tariff notifications.
- (d) If the bidder fails to furnish necessary supporting documents i.e. Tax invoices / Customs invoices etc. in respect of the Duties, Taxes and Cesses which are eligible for input tax credit, the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the firm
- (e) If the bidder fails to perform necessary compliances which would any manner restrict BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the bidder.
- (f) If the bidder does not disclose the correct details on the invoice or on the GSTN viz. GSTIN, Place of Supply, etc. which restricts BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cess will be deducted from the payment due to the bidder.

22.18. The bidder must pass on the benefit on account of any future reduction in the rate of tax or the benefit of Input tax Credit to BSNL by way of commensurate reduction in price.

23. CONTACTING THE PURCHASER:-

23.1. Subject to Clause 20 above, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

23.2. Any effort by a bidder to modify its bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

24. PLACEMENT OF ORDER:- The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable.

25. PURCHASER'S RIGHT TO VARY QUANTITIES:-

25.1. BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of AWO, which will be binding on successful bidder(s).

25.2. BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of first AWO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. and supplies to be obtained within delivery period scheduled afresh.

25.3. In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the date of acceptance of first AWO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

26. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:-

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 BSNL's action.

27. ISSUE OF ADVANCE PURCHASE ORDER:-

27.1. The issue of advance work order shall constitute the intention of BSNL to award the contract on the successful bidder. BSNL reserves the right to forfeit bid security and also black list the firm for suitable period, in case the firm fails to honor the proposal without sufficient grounds. The successful bidder shall within 14 days of issue of an advance work order give his acceptance, submit PBG.

27.2. Successful bidder shall have to submit a Performance Bank Guarantee (PBG) @5% of value of Advance Purchase Order (APO) cost from Nationalized/Scheduled Bank of India (issued from a branch located in India) in the proforma within 14 days of issue of Advance work order. PBG should be valid for 21 months (i.e 90 days Delivery+1 year Comprehensive warranty+ 6 Months) (Refer Section 7 Part B).

27.3. Bidder has to submit separate PBG for AMC period as defined under Section 5 Part C.

27.4. Successful bidder has to sign and submit Security Agreement as per Annexure-I of Section 4 Part A and Non-Disclosure Agreement (NDA) as per format given in Section 6 Part G with the BSNL within 14 days of issue of Advance work order.

- 27.5.** If the bidder fails to submit PBG within the stipulated time, BSNL shall forfeit Bid Security (if submitted) and Blacklist the bidder for a period of 3 years and action shall be taken as per Annexure-II to Section 4 part A.
- 27.6.** PBG shall be forfeited/adjusted if the successful bidder fails to execute agreement within the stipulated time or fails to meet obligations mentioned in this Tender. BSNL may short close the agreement in that case.
- 27.7.** In case bidder quits before completion of agreement period of service or does not perform at all, the complete PBG available with BSNL will be forfeited.
- 27.8.** The APO is subject to the verification of eligibility criteria documents submitted in the tender with their originals.
- 27.9.** The bidder to whom the APO has been issued is required to show the originals to the APO issuing Authority or an officer/ committee nominated by him for this purpose within the time period stipulated or submission of PBG.
- 27.10.** In case, any eligibility criteria document submitted by the bidder as a part of its bid happens to be issued by BSNL, then the APO/ PO issuing Authority or an officer/ committee nominated by him for this purpose will verify the same from the BSNL unit who has issued the said document.
- 27.11.** The PO will be placed on the vendor only on successful verification of documents apart from fulfillment of other APO conditions.

28. SIGNING OF CONTRACT:-

- 28.1.** The issue of Purchase order shall constitute the award of contract on the bidder.
- 28.2.** Upon the successful bidder furnishing performance security pursuant to clause 27, the Purchaser shall discharge the bid security in pursuant to clause 12, except in case of L-1 bidder, whose EMBG/ EMD shall be released only after finalization of ordering of complete tendered quantity in pursuance to clause no. 24 & 27 of this section..

- 29. ANNULMENT OF AWARD:-** Failure of the successful bidder to comply with the requirement of clause 27 & 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

- 30. QUALITY ASSURANCE REQUIREMENTS:-** BSNL may conduct scheduled quality audits at regular intervals to evaluate performance of the system on wide range of parameters, including parameters that may not be part of SLAs / KPIs. BSNL/Licenser/TRAI reserves the right to conduct un-scheduled quality audits as and when required over and above the scheduled quality audits.

31. REJECTION OF BIDS:-

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

- a)Clauses 12 & 13 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
- b) Clause 2 & 10 of Section-4Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
- c) Clause 11.2 of Section-4 Part A: If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at stage of primary evaluation.
- d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5 Part B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
- e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.
- f) Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4PartA, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 31.2.** Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 31.3.** The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.
- 31.4.** If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days' notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.
- 32. ACTION BY PURCHASER AGAINST BIDDERS IN CASE OF DEFAULT:-**In case of default by Bidder(s) such as un-satisfactory performance of obligations under this tender or any other default whose complete list is enclosed in Annexure-II, BSNL will take action as specified in Annexure-II of this section.

33. NEAR-RELATIONSHIP CERTIFICATE:-

33.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the BSNL units*

In case of bidder being proprietorship firm, this certificate will be given by the proprietor. For partnership firm, the certificate will be given by all the partners. In case of bidder being Company/Limited Company the certificate will be given by all the Directors of the company, but excluding following:

- a. 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
- b. Full time Directors of PSUs, both Central and State

Due to any breach of these conditions or incorrect declarations by the bidder [Company or firm or any other person], the tender /bid submitted 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.

***Unit, shall be taken as following:**

- a. In case of any near relative of the bidder being non-executive employees, the "BSNL unit" is defined as "Business Area (BA)".
- b. In case of any near relative of the bidder being executive (up to AGM/STS level), the "BSNL unit" is defined as "BSNL Circle".
- c. In case of any near relative of the bidder being higher executive (DGM/JAG or higher), "BSNL unit" is defined as "BSNL as a whole".

33.2. The near relatives for this purpose are defined as:-

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

33.3. The format of the certificate is given in Section-6 Part B of Tender Enquiry.

34. VERIFICATION OF DOCUMENTS AND CERTIFICATES:-The bidder will ensure that all the documents and certificates, including experience/ performance and self-certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder. If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action as per Annexure-II of Section -4 Part A of Tender document.

35. SECURITY CLAUSE AS PER LATEST GUIDELINES AND REQUIREMENT:-Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed by the successful bidders.

36. VIOLATION OF TENDER TERMS & CONDITIONS AND UNFAIR TRADE PRACTICES:-Any bidder or entity found to have violated any of the terms and conditions outlined in this tender or Expression of Interest (EOI), or engaged in any unfair trade practices during the

course of the tendering process or contract execution, including but not limited to misrepresentation, non-compliance with contractual obligations, fraudulent activities, collusion with other bidders, or any conduct that undermines the integrity of the procurement process, shall be subject to immediate action, including a ban on doing business with BSNL.

37. NO WAIVER OF RIGHTS:- The organization reserves the right to take any additional legal or remedial actions available under applicable law for any violations or unfair practices committed, and the imposition of the ban does not preclude such actions.

Annexure-I of SECTION 4 PART A
Security Agreement

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

***THE AGREEMENT BETWEEN BSNL AND THE VENDOR OF EQUIPMENT, PRODUCTS
AND SERVICES FOR ADDRESSING SECURITY CONCERNS***

This **AGREEMENT** is made and entered in to at New Delhi on this the [●] day of [●], 20...

BYAND BETWEEN Bharat Sanchar Nigam Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 2nd Floor, Bharat Sanchar Bhawan, HC Mathur Lane, Janpath, New Delhi 110001 (hereinafter referred to as “**BSNL**” or the “**TSP**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **FIRST PART**;

AND

[●], a company incorporated under the Companies Act, 1956 and having its registered office at [●] (hereinafter referred to as the “**Supplier**” or the “**Vendor**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, and permitted assigns) of the **OTHER PART**.

(BSNL/TSP and the Supplier/Vendor shall be collectively called as the “**Parties**” and individually a “**Party**”.)

Terms and Conditions

- (i) With a view to help and address the business continuity, communication, security and security management of BSNL’s networks in respect of equipment/ products/ software/ services, the parties hereto are desirous of recording the terms and conditions as set forth in this Agreement.
- (ii) This Agreement would be read in conjunction with the respective contractual agreements BSNL and the Vendor, which they have for the supply of Equipment/Products and Services. In case of any conflict, the conditions of this agreement shall prevail.

1. Definition of Terms and expressions

Unless the context otherwise requires, the different terms and expression used shall have the meaning assigned to them for the purpose of this agreement in the following paragraphs. (Note: some of the terms defined here may not have been used in this agreement)

- a) “**Access**”-interconnection with BSNL Systems or access to or use of BSNL Information stored on BSNL Systems through interconnection with BSNL Systems or access to or use of BSNL Information stored on Vendor Systems or access to or use of BSNL Information stored in any mobile device.
- b) “**Authorized**” –BSNL has approved Access as part of the authorization process and the Vendor Security Contact has a record of this authorization. “Authorization” shall be construed accordingly.
- c) “**Commencement Date**” and “End Date” means the date the agreement is executed and the date when the validity or term of this contract ends or terminated.
- d) “**Contract Personnel**” means dedicated resources of the Vendor in terms of employees, subcontractors including employees of subcontractors and agents including agent’s subcontractors and their employees engaged for the purpose of this Agreement.
- e) “**NAIF**” means Network Authorization and Interconnect Facility is a procedure for registration of global network interconnect between BSNL and external companies.
- f) “**Sensitive Information**” means any BSNL Information marked as classified as per BSNL’s

data classification policy or deemed business critical. This also includes any other data, or element of information, notified as such by the Government (e.g. IT Act 2000 or any amendments thereof).

g) **“Security Standards”** means all the relevant contemporary standards associated with national and international security standard related to IT & Telecom equipment hardware and software and those related to information & communication security, including but without limitation to ISO 27000 series, ISO/IEC 15408, 3GPP, 3GPP2, WiMAX etc. applicable at the time of bidding.

h) **“Subcontractor”** any person, partnership or corporation with whom the Vendor places a contract and/or an order for the supply of any equipment, item, service or for any work in relation to the purpose of this Agreement. "Subcontract" shall be construed accordingly.

i) **“Supplies”** means all components, materials, plant, tools, test equipment, documentation, hardware firmware, Software, spares parts, services and all the things & items to be provided to BSNL pursuant to the Agreement together with all Information and Work the Agreement requires to be supplied or performed for BSNL.

j) **“Term”** means the term of this Agreement from the [Commencement Date] to [EndDate].

k) **“BSNL”** means Bharat Sanchar Nigam Limited, a Telecom Service Provider licensed under section 4 of Indian Telegraph Act 1885 by the Licensor, Government of India

l) **“BSNL Group Security”** means the security organization based within BSNL Group Company.

m) **“BSNL Information”** means all data including data, text, image, sound, voice, codes, circuit diagrams, core & applications software and database, intellectual property as well as personal, public, operational and services data in BSNL's custody which is and /or received which are supplied/ shared with Vendor for the purpose of this Agreement or are obtained by the Vendor on behalf of BSNL.

n) **“BSNL Items”** -all items provided by BSNL to the Vendor and all items held by the Vendor which belong to BSNL.

o) **“BSNL Regulatory Contact”** means in-charge of BSNL Regulatory Operations or such other person whose details shall be notified by BSNL to the Vendor from time to time.

p) **“BSNL Security Contact”** means in-charge of BSNL Security Operations Centre or such other person whose details shall be notified by BSNL to the Vendor from time to time.

q) **“BSNL Systems”** means any BSNL computer, application, databases, network infrastructure, network elements and appliances, core and applications software, which is subject to the contract or such other systems as may be agreed in writing from time to time between BSNL and the Vendor.

r) **“Vendor”** means who supplies Equipment, Software and/or managed services to BSNL for the purpose of installation, provision, operations and/or maintenance of BSNL's networks.

s) **“Vendor Security Contact”** means such person whose details shall be notified by the Vendor to BSNL from time to time for such purpose.

t) **“Vendor Regulatory Contact”** means such person whose details shall be notified by the Vendor to BSNL from time to time for such purpose.

u) **“Vendor Systems”** means any Vendor owned computer hardware or software, application database or network elements / appliance or such other systems as may be agreed in writing from time to time by BSNL and the Vendor.

v) “**Licensor**” means Government Agency issuing Telecom Service License to Telecom Service providers.

2. Scope:-This Agreement sets out the provisions under which the Vendor will be able to supply equipment and services and be granted Access to BSNL Systems, network, equipment, data and facilities and BSNL Information including Sensitive Information for the purpose of installation, provision, operations and maintenance by the Vendor.

3. International Security Standard Certification

The Vendor and the supplied equipment shall have contemporary relevant Security standard certification and shall comply with the provisions of security standards certification w.r.t. Telecom & IT equipment hardware and software and those related to information & communication security management, such as ISO 15408 standards as applicable to IT and IT related products, ISO 27001 for Information Security Management System, standards used by other relevant standard formulation bodies for Telecom equipment like 3GPP, 3GPP2, ITU standard etc. or equivalent acceptable international standards or certification.

4. Security Requirements: The vendor shall comply with following security policies:

4.1. GENERAL

4.1.1. The Vendor shall be authorized to access only BSNL Systems and Information in accordance with the provisions of this Agreement and only during the term of this Agreement.

4.1.2. The vendor shall identify to BSNL details of Vendor Security Contact at the Commencement Date who will act as a single point of contact for BSNL, such as a senior manager or CIO responsible for security, for any security issues as and when required by BSNL.

4.1.3. The authorization of the security contact and any changes in the personnel would be notified by the Vendor for the information and for the approval (wherever applicable) of BSNL.

4.1.4. The Vendor shall follow an Information Security policy compliant with latest security standards applicable to his area of operation.

4.1.5. The Vendor shall implement the provisions of BSNL information security policy (along with updates), to the extent applicable for their area of operation. If the Vendor has an issue, the same can be raised with BSNL, however BSNL's decision shall be final in this regard.

4.1.6. The Vendor shall be completely responsible for its security personnel and sub-contractors.

4.1.7. The Vendor shall conduct a Risk Analysis and ensure that all risks due to its own and sub-contractors' operations with BSNL are identified, measured and mitigated as per BSNL's requirements.

4.1.8. The Vendor shall be responsible to maintain all aspects of security as per BSNL requirement and shall ensure that there is no security breach of any kind which can hurt BSNL's interests.

4.1.9. No replacement of BSNL System support tools must be undertaken by the Vendor without specific agreement from BSNL.

4.2. PHYSICAL SECURITY

4.2.1. All Contract Personnel including subcontractors and their employees, agents and their employees of the Vendor working on BSNL premises shall be in possession of an ID card, details of which shall be made available to BSNL. No person from vendor's side shall be permitted to enter BSNL premises without the card.

- 4.2.2. The Vendor shall access any BSNL system/ equipment only after due /written authorization from BSNL.
- 4.2.3. All the information related to BSNL systems shall be physically /logically segregated and the vendor shall ensure that it is accessed only by the authorized contact personal from vendor's side. .
- 4.2.4. The use of digital or conventional cameras, including any form of video camera or mobile phone cameras, of the interior of BSNL premises is not permissible without prior Authorization from BSNL Security Contact. Vendor shall ensure that photography or capture of moving image of Vendor are as within BSNL premises where BSNL Information is processed or stored shall not capture any BSNL Information.
- 4.2.5. CCTV security systems and their associated recording medium wherever provided shall be used by BSNL/ Vendor either in response to security incidents, as a security surveillance tool, As such, these systems shall be authorized by appropriate BSNL Security Contact when used by vendor, and stored images shall be securely held for at least 6 months. However BSNL's decision shall be final in this regard.
- 4.2.6. The Vendor shall disable the Access immediately if any Contract Personnel no longer require Access or change role for any reason what so ever or whose integrity is suspected or considered doubtful or as may be notified by BSNL in accordance with clause 4.3.1.

4.3. LOGICAL SECURITY

- 4.3.1. The Vendor shall disable the access rights and shall notify BSNL immediately if any Contract Personnel no longer requires Access or change role for any reason what so ever thus enabling BSNL to disable or modify the Access rights.
- 4.3.2. The Vendor shall, implement agreed as well as generally prevalent security measures across all supplied components and materials including software & Data to ensure and safeguard the confidentiality, availability and integrity of BSNL Systems and BSNL Information. The Vendor shall provide BSNL with full documentation in relation to the implementation of logical security in relation to Purpose and shall ensure that it has such security features which:
- Prevents unauthorized individuals e.g. hackers from gaining Access to BSNL Systems; and
 - Reduces the risk of misuse of BSNL Systems or BSNL information, which could potentially cause loss of revenue or service (and its Quality) or reputation, breach of security by those individuals who are Authorized to Access it;and
 - Detects any security breaches that do occur enabling quick rectification of any problems that result and identification of the individuals who obtained Access and determination of how they obtained it.

4.4. INFORMATION SECURITY

- 4.4.1. The Vendor shall not use BSNL Information for any purpose other than for the purposes for which they were provided to the Vendor by BSNL and only to the extent necessary to enable the Vendor to perform as per this Agreement.
- 4.4.2. The Vendor shall use physical and electronic security measures to protect BSNL Systems, BSNL Information and areas where work is undertaken or where Vendor Systems provide Access.

4.5. CONTRACT PERSONNEL SECURITY

4.5.1. The vendor shall be completely responsible for the actions of the contract personnel hired /arranged by the vendor.

4.5.2. The Vendor shall ensure that the Contract Personnel securely destroy any BSNL Information received in a recorded form from BSNL (or has recorded received BSNL Information), when the Contract Personnel's job or role has changed or terminated.

4.6. SERVICE CONTINUITY ASSURANCE:

4.6.1. The Vendor shall ensure by means of all tools, skills, resources that the services of BSNL remains operational at all times (to the extent of the scope of this contract) as per Quality of Service parameters laid down by Telecom Regulatory Authority of India, as applicable.

4.6.2. At the time of termination of contract or as and when required by BSNL, the vendor shall ensure making overall tools, procedures, documents, software, training etc.using which BSNL system were maintained operated, analyzed, attended etc., by the Vendor so that BSNL can continue to provide the services.

5. Access to BSNL Systems

5.1. In relation to Access to BSNL systems, the Vendor shall (and, where relevant, shall ensure that all Contract Personnel shall):

a) ensure each individual Contract Personnel has a unique user identification and password known only to such user for his/her sole use.

b) promptly provide to BSNL such reports as BSNL shall require from time to time concerning the Vendor's use and security of Access and any related matters to Access.

c) ensure onward bridging or linking to BSNL Systems is prevented unless authorized by BSNL.

d) use all reasonable endeavors to ensure no viruses or malicious code like malware, spyware, keylogger, bots(as the expressions are generally understood in the computing industry) are introduced, and that there is no corruption or modification or compromise of BSNL Systems or BSNL Information. This should un-doubtedly ensure that nothing results in denial of Service, interruption of Service, outages, reduction or compromise in quality and efficiency of Service, leakage or stealing of BSNL Information, interference with mandated lawful interception policy, methodology & provisions, enhance risks of attacks, overbilling, frauds or any other aspect that compromises the security of all the stakeholders including the Government, users, BSNL etc.

e) use reasonable endeavors to ensure that personal files which contain information, data or media with no relevance to the purpose, are not stored on BSNL building servers or BSNL centralized storage facilities or BSNL Systems.

5.2. If BSNL has provided the Vendor with Access to the Internet/Intranet, the Vendor shall, ensure that the Contract Personnel, access the Internet/Intranet appropriately

5.3. The Vendor shall ensure that all Contract Personnel, subject to the Clauses headed "Regulatory Matters" and "Confidentiality" comply with Classifying and Handling of Information.

6. Access to Vendor Systems

6.1. If Contract Personnel is granted Access to Vendor Systems having bearing on BSNL data, information or network, the Vendor shall ensure that it has a fool proof mechanism to avoid any breach of security and the access is completely secure so that BSNL's interests are not hurt in any way:

- a) Ensure that audit logs are generated to record user activity and security- relevant events and securely managed and retained with nil ability on the part of the Vendor to allow any un-authorized access or amendment to the audit logs. Such audit logs must be maintained for future reference for a period of at least one year.
- b) ensure that monitoring of audit and event logs and analysis reports for anomalous behavior and/or attempted unauthorized access are performed by Vendor's staff independent of those users being monitored.
- c) make available audit logs where required by BSNL for review.
- d) ensure all systems holding, processing or accessing BSNL Information shall be hardened to BSNL standards(Note to Buyer: If in doubt, please contact BSNL Security).
- e) implement controls to detect and protect against malicious software and ensure that appropriate user awareness procedures are implemented.
- f) Ensure that data gathered after running audit tool is properly protected.

6.2. To the extent the servers are used to fulfill the purpose of this Agreement, Vendor's servers shall not be deployed on un-trusted networks without appropriate security controls.

6.3. Security procedures and controls shall be used to secure equipment holding, accessing or processing BSNL Information in Vendor Systems.

7. Conditions for Equipment Vendors:

7.1. Conformance to Security Standards and Policies

The vendor shall ensure that the network elements supplied by him have been got tested as per relevant contemporary Indian or International Security Standards e.g. IT and IT related elements against ISO/IEC 15408 standards, for Information Security management Systems against ISO 27000 series standards, Telecom and Telecom related elements against 3GPP security standards, 3GPP2 security standards etc. from any International Agency / labs of the standards e.g. Common Criteria Labs in case of ISO / IEC 15408 standards until 31.3.2017.

(From 1.4.2017, the certification shall be got done only from authorized and certified agencies / labs in India)*.

The copies of test results and test certificates are to be submitted to BSNL on demand within a reasonable time period along with the details as per Format – I.

The vendor shall also ensure that the equipment supplied has all the contemporary security related features, facilities, hardware, software etc. for the purpose of Interception, Monitoring, Analysis etc. for use by the Law Enforcement Agencies and provide complete information to enable these features and facilities before the supply of the equipment or the procedure of enabling these, if these are to be enabled after the commissioning of the Network. The Vendor shall also submit a test report on these features and facilities and also a certificate that all contemporary features and facilities of this category exist in the equipment supplied.

7.2. Submission of Test Reports:

A report of the tests conducted with results of the tests conducted and mentioning areas where vulnerability exists and what precautions are to be taken by BSNL to minimize the effect of such vulnerabilities. For this purpose additional requirements may be provided in the Solution Designs. Compliance statements should be made against the relevant Security Standards and where practicable, tests performed to demonstrate compliance.

7.3. Security from Malware:

Vendors would provide adequate firewall and IDPs for security from malware and submit a

certificate in this regard.

7.4. Security against Remote Access:

The vendor shall submit a written undertaking to BSNL clearly identifying all known means of remote control/remote access/ remote command and control in the supplied equipment as well as suitable mitigation means to close such access mechanisms.

Note: vendor has to comply with the guidelines of remote access provided by DoT including instructions vide No.16-27/2007-CS-III dated 31.01.2013 and any subsequent instructions thereof. In case BSNL / vendor provides a Remote Access monitoring facility then it shall be the responsibility of the vendor to integrate with the same.

7.5. Penalty:In the event that the Vendor is unable to comply with its obligations under this Agreement, as a result of which the Licensor imposes any sanction on BSNL, which results in any financial and other liabilities on BSNL, the Vendor shall be liable to make good such loss.

In addition to the above, in case of any inadequate measures, act of intentional omissions, deliberate vulnerability left into the equipment or in case of deliberate attempt for a security breach by the Vendor, BSNL/Licensor may at its discretion blacklist the Vendor from entering into any supply deals with any Indian Telecom Operator. BSNL shall give the vendor the opportunity to defend any claim prior to imposing any penalty or blacklisting the vendor on account of security breach being attributable to it.

7.6. Inspection:The Vendor/Supplier must allow BSNL, Licensor/ DoT and/or its designated agencies to inspect the hardware, software, design, development, manufacturing facility and supply chain and subject all software to a security/threat check at the time of procurement of equipment and upto two more times every year until the supplies under the contract have been completed, at the time of discretion of BSNL. All the documents should be in English and handed over to the visiting team at least 4 weeks ahead of the visit. The number of such visits will be limited to two in a purchase order. The expenditure for such visits for order valuing more than 50 Crore upto 40 man-days per visit shall be borne by BSNL.

7.7. Language of Supplies:Documentation to be in English: Vendor has to ensure that all the documentation including software details obtained from manufacturer/vendor/supplier are to be supplied in English language.

Vendor to maintain a list of all network elements and corresponding documentation as per format given in Format-II and submit to BSNL.

7.8. A report on the susceptibility to the attacks on mobile networks:

Mobile Network like GSM equipment and its network are susceptible to several attacks. A few of the known attacks with their description are given in Appendix II. The vendor must submit a report categorically stating that out of these attacks or any other attack to which the equipment and the network is susceptible, the degree of risk of each type of attack and mitigation technique to deal with these attacks. The vendor will ensure that whatever mitigation was possible as per the current available technologies, techniques, configuration have already been used and adopted by them before the supply of the equipment.

8. Data Protection:

8.1. The Parties acknowledge that, in respect of all Personal Data processed by the Vendor for the purpose of the provision of Supplies under this Contract, BSNL alone, as data controller, shall determine the purposes for which and the manner in which such Personal Data will be processed by the Vendor.

8.2. The Vendor shall:

- a) keep all Personal Data secure and confidential, act only on BSNL's instructions with respect to it, and comply with such further reasonable requirements from time to time of BSNL for the security of it; and
- b) notify BSNL forthwith, and in any event, no later than 12 hours from the time it comes to the Vendor's attention, that Personal Data transferred by BSNL to the Vendor has been the subject of accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, or any other unlawful forms of processing; and

8.3. In respect of Transfer of Personal Data the following conditions shall apply:

- a) Obtain BSNL's prior written consent before transferring Personal Data to any Subcontractors in connection with the provision of the Supplies;

8.4. Any breach of this Condition by the Vendor shall be deemed to be a material breach of the Contract and the Vendor shall indemnify BSNL against any costs, losses, damages, proceedings, claims, expenses or demands incurred or suffered by BSNL which arise as a result of such breach.

8.5. The Vendor shall, allow BSNL or its nominated representatives such access to its premises, Information and records and those of its agents subsidiaries and sub- contractors, as may be reasonably required by BSNL from time to time to assess the Vendor's and/or Contract Personnel's compliance with this Condition.

9. Regulatory Matters:**9.1. The Vendor shall**

- a) comply with all Regulatory Matters including, without limitation, any actions that BSNL may require in connection with any Regulatory Matter, that are notified to the Vendor Regulatory Contact from time to time by BSNL Regulatory Contact in so far as they relate to the performance of the Contract by the Vendor;
- b) Within 14 days of the Commencement Date, ensure that the Vendor Regulatory Contact contacts BSNL Regulatory Contact to establish the nature and extent of communication between them, which assist them in meeting all regulatory requirement asset by licensor or Sectoral regulator or any other person nominated by Licensor.
- c) promptly provide such information to BSNL as shall be necessary for BSNL to respond fully and to the time scale required to any request or requirement for information from a government or any regulatory authority, to the extent that such information relates to the performance of the Agreement by the Vendor; and
- d) permit BSNL and/or its authorized agents such access to the Vendor's premises and such Access to and copies of its Information and Records(and to and of those of any Contract Personnel) as is required by BSNL to assess and/or validate the Vendor's performance of its obligations under or in relation to this Clause.

10. Confidentiality:

10.1. In this Clause, BSNL Information which BSNL from time to time identifies to the Vendor as being commercially confidential, or is by its nature commercially confidential or defined by BSNL as confidential, or confidential as per the applicable law.

10.2. Except with BSNL's agreement, the Vendor shall not disclose Information to any BSNL employee, without authorization.

10.3. Subject to the Condition headed 'Intellectual Property', either party receiving Information

("the Recipient") from the other shall not without the other's prior written consent use such Information except for Contract purposes or disclose such Information to any person other than BSNL's employees, agents and contractors or Contract Personnel who have a need to know and who are bound by equivalent obligations of confidentiality. Any breach of such obligations by Contract Personnel or BSNL's employees, agents or contractors (as the case may be) shall be deemed to be a breach by the Vendor or BSNL respectively.

10.4. Paragraphs 2 and 3 of this clause shall not apply to Information that is:

- a) published except by a breach of the Contract; or
- b) Lawfully known to the Recipient at the time of disclosure and is not subject to any obligations of confidentiality; or
- c) lawfully disclosed to the Recipient by a Vendor without any obligations of confidentiality; or
- d) replicated by development independently carried out by or for the Recipient by an employee or other person without access to or knowledge of the Information.

10.5. The Vendor shall not publicize this Agreement without BSNL's prior written consent and shall ensure that any subcontractor is bound by similar confidentiality terms to those in this clause.

10.6. Either party that has during the course of this Agreement received Information in a recorded form from the other (or has recorded received Information) shall return or destroy in a complete irrecoverable mode (at the option of the disclosing party) such records upon:

- a) Expiry or termination of this Agreement; or
- b) Upon earlier request unless such records are part of the Supplies.

10.7. This clause shall survive termination/expiry of this Agreement.

11. Intellectual Property: Each Party will retain its right, title and interest in its respective trademarks, service marks and trade names as well as rights in respect of any patent, copyright, trade secrets or other intellectual property used during the performance of this Agreement. Both Parties recognize that except as otherwise expressly provided herein or agreed between the Parties, they shall have no right, title, interest or claim over the others' intellectual property.

12. Network Audit, Test and Certification: Vendor is required to audit the network (deployed by him- Telecom and IT Equipment / Networks) from security point of view once in a financial year. The same may be done by some authorized external agencies or internal team of the Vendor. The external agency carrying the audit must be certified to carry out the audit as per ISO 15408 and ISO 27001 standards. An available list of Test and Certification Agencies (Third Parties) in various countries who may take up the regular Technical Audit of Networks and Security Certification is given at Appendix-I to the security template. The Vendor may engage the services of any other Network Audit and Security Certification agency also.

The audit should mandatorily cover below mentioned activities besides other checks:

- a) Network forensics to identify existing unwanted running processes\malwares\backdoors etc. on all networks' elements. The operation includes sniffing of live traffic to identify unwanted redirection and interception of traffic.
- b) Network Hardening to map all networks elements and to calibrate them to optimized secured state.
- c) Network penetration test to assure system durability against any kind of attack.
- d) Risk assessment to understand what actions should be taken to minimize future damage to

carrier and what risks are inevitable.

- e) Actions to fix found problems by setting systems to default or acquiring relevant IT security technologies to prevent such problems from reoccurring.

It is clarified that the above list doesn't limit the scope of the audit in any manner, which shall be based upon following manner. Since it is not mandatory for the security system to be certified and Vendor is free to audit the system internally. The Security audit, to check the security system and note observations, will use the template 'Guidance for the review of implemented ISO/IEC 27001:2005, Annex-A Controls', detailed in the Annex-D of ISO/IEC 27006 International Standard on 'Information technology-Security techniques-Requirements for bodies providing audit and certification of information security management systems'. For carrying out the audit, Vendor will have to identify the controls from relevant security standards like ISO 27001 as applicable to the business and get them approved by BSNL before the security audit is done.

Or

In case the network has been audited from the security point of view by an agency:

- a. The auditor shall verify that the audit has been conducted by an agency certified to carry out the audit as per ISO 27001.
- b. Obtain the last audit report and note the compliance on comments and non-conformities detailed in the report.

The audit observations, their compliance and closure of all points is to be submitted to BSNL within a reasonable time.

13. Security Features sought:

Vendor is required to ensure that all contemporary security related features as prescribed under relevant security standards are included while supplying equipment in BSNL network. Further, vendor to ensure that all such security features are incorporated /implemented when that equipment is installed in BSNL network.

A list of such security features is to be maintained and made available by vendor to BSNL within a reasonable time period as per format at Format – III.

A list of features, equipment, software etc. procured and implemented shall be kept by the vendor till they are in use, which may be subjected to inspection and testing by BSNL/ DoT at any time, in the network or otherwise, at the option of BSNL.

14. O&M Manuals Records:

Vendor has to keep a record of operation and maintenance procedure in the form of manuals and supply to BSNL. It should have the security related provisions capturing security related events among others of authentication, access control, password policy, configuration for and generation of access, command and alarm logs, their storage online and transmission to an independent log server.

Vendor to maintain a list of all network elements and corresponding manuals as per format given in Format-IV and submit to BSNL.

15. Preserving Operation and Maintenance Command Logs:

Vendor has to keep a record of all operation and maintenance command logs for a period of 12 months and the same information shall be stored/retained for 36 months in a non-online mode. Command logs shall include a) Actual command given, b) Who gave the command, c) When the command was given- with date and time, d) From where the command was given.

The information as per the format given in Format-V has to be made available to BSNL on an yearly basis.

16. User and Password Management:

Vendor to keep a list of user IDs created (and updated) by him, which should be linked with name and other details of the users. Special emphasis to be laid on the users provided administrator/ root privileges and justification for the same is to be kept in record. Process for the allocation of temporary access for in-house and external maintenance personnel and logging and monitoring of the same to be devised and recorded.

The information as per the format given in Format-VI has to be made available to BSNL on an yearly basis or as and when demanded.

17. Record of Software Versions and Updates:

Vendor has to keep a record of all software updates and changes applied in BSNL systems. Major updates and changes should be informed to BSNL within 15 days of completion of such updates and changes.

Information as per the format given in Format-VII has to be made available to BSNL on an yearly basis or as and when demanded.

18. Records of Supply Chain:

Vendor has to keep a record of supply chain of the products (hardware/software). This should be taken from the manufacturer/vendor/supplier at the time of procurement of the products.

Information as per the format given in Format-VIII has to be made available to BSNL on an yearly basis or as and when demanded.

19. Creation of facilities for monitoring all intrusions, attacks and frauds:

Vendor to create such a central facility for monitoring all intrusions, attacks and frauds and report the same to BSNL. This might require integration with all security devices like Firewalls, IDPS, IDS or network elements etc. to a central location from where the monitoring is done. This facility shall be created within 6 months of issue of the PO.

vendor to report such incidences to BSNL regularly in a time bound manner. Information as per the format given in Format-IX has to be provided to BSNL on a regular basis or as and when demanded.

20. Investigation:

20.1. If BSNL believes that there has been a breach by the Vendor of the provisions of this Agreement, BSNL will inform the Vendor Security Contact. The Vendor shall cooperate with BSNL fully in any ensuing investigation, providing information / access to system sought by BSNL in this regard.

20.2. The Vendor shall report to BSNL Security Contact promptly of any potential misuse of BSNL Information or improper or unauthorized access to BSNL Systems and BSNL Information and shall further cooperate with BSNL by providing information / access as required by BSNL. Please see note at the end of the clause 20.

20.3. If any audit or investigation reveals that there is a potential risk to the confidentiality, integrity or availability of BSNL Information in the Vendor's processes or Vendor Systems, Vendor shall promptly correct any security risk in the Vendor's processes or Vendor Systems promptly.

20.4. During investigation, the Vendor shall co-operate with BSNL, providing reasonable access, accommodation, facilities and assistance to all Vendor Systems as reasonably

necessary to investigate the breach of the provisions of this Agreement including permitting interview of any sales, engineering or other operational personnel of Vendor.

Note: The clause No.20. 1 to 20.4 relates to investigation of all the security aspects and other relevant provisions contained in the earlier paras/clauses.

21. Termination:

This Agreement shall be effective from the date hereof and shall continue to be in full force and effect concurrently with the Vendor agreement ("Term") unless terminated earlier by BSNL in accordance with the provisions in the main document.

The Contract may also be terminated on directions of the Licensor alongwith Penalty under the Laws of the land in India in relation to security breaches noticed.

Without prejudice to BSNL's rights and remedies under the Agreement, the Vendor shall at its own cost and expense take all steps necessary to restore the lost or corrupted BSNL Information to the last back-up and/or terminate the unauthorized use of or access to the Information to the extent it caused such loss, corruption or unauthorized use of BSNL Information, due to act of omission or commission on the part of vendor.

22. Law and jurisdiction:

This Agreement is governed by Indian law and subject to clause 23, Parties agree to the exclusive jurisdiction of the Indian courts at the place from where the Purchase order has been placed.

23. Arbitration:

Any dispute arising out of this Agreement shall be settled and resolved as per the dispute resolution and arbitrations clause agreed between the Parties under the main Agreement.

24. Notices:

All notices, requests, consents, waivers or other communication required or permitted hereunder shall be delivered as per the Notice clause agreed between the Parties under the main Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THESE PRESENTS TO BE EXECUTED ON THE DAY, MONTH AND YEAR HEREIN BELOW WRITTEN TO BE EFFECTIVE FROM THE DATE FIRST MENTIONED ABOVE

SIGNED for and on behalf of

Bharat Sanchar Nigam Limited

..... Signature

..... Name

..... Position

..... Witness Signature

.....

SIGNED for and on behalf of [●]

..... Signature

..... Name

..... Position

..... Witness Signature

.....

Name & Address

Format-I: List of Network elements inducted- Status of Security Testing

Sl. No	Name of Network Element, Element ID and Location	Relevant Security Standard/s	Testing done in-house or third party lab	If Third party lab- Name and details of lab and accreditation status	Details of certificate	If in-house required certificate available Yes/No	Remarks
Notes if any:							

Format -II: Documentation in English language

Sl. No.	Name of Network Element (including Software), Element ID and Location	Document Reference	Whether in English language
Notes if any:			

Format -III: Contemporary Security Features in Equipment

Sl.No	If tested report on test and Remarks	Availability of Record of features etc.	Implementation status	Incorporation in PO Yes/No	Security Features under the Standard	Relevant Security Standard/s	Name of Network Element, Element ID, Location
Notes if any:							

Format – IV : Manuals for Operation and Maintenance Procedure

Sl. No.	Name of Network Element/System (Including Software)	Element ID and Location	Document Reference	Availability of Security related procedures	Remarks
Notes if any:					

Note: The following certificate is required to be taken from the TSP: “Certified that O&M Manuals for all the elements inducted into the network are available in English language, contain relevant procedures for security related events and are sufficient for the O&M activity”.

Format – V : Record of Operation and Management Command Logs

Sl.No	Name of Network Element/ System, Element ID and Location	Logs available on line for 12 months (Yes/No) and remarks if any	Retained in Off-line mode for 24 months (Yes/No) and remarks if any	Whether includes Actual command given, Who gave command, When Command was given with date and time, from where command was given with remarks	Status of Check on generation of logs by audit team	Log extract reference and Remarks
Notes if any:						

Format – VI : List of user IDs certified by System Administrator

Sl. No.	User ID	User Name and Employee ID	Designation	System Given Access to and Privileges Accorded	Remarks
Notes if any:					

Format – VII : Record of Software Changes and Updates

Sl. No.	Name of Network Element/Software, Element ID and Location	Current Software version implemented	Software version as per record	Reasons for upgrade	Remarks indicating availability of record of history of Software changes/updates. Extract of history sheet to be attached to report	Remarks on intimation to Licensor of major changes
Notes if any:						

Format – VIII : Record of Supply Chain of Products(Hardware/Software)

Sl.No.	Name of Network Element, Element ID and Location	PO Ref and Date	Name and Address of Vendor	Detail of Supply Chain obtained from Vendor/Manufacturer /Supplier (Yes/No) Attach copy of extract	Remarks
Notes if any:					

Format – IX : Report on Intrusions, Attacks and Fraud

Sl.No.	Name of Network Element, Element ID and Location including IP address	Type of intrusion, attack, fraud	Date and Time of occurrence	How detected	Effect on the network/system	Remedial action taken	Remarks
Notes if any:							

Annexure-II of SECTION 4 PART A

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	<p>Submitting fake / forged</p> <p>a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD or PBG;</p> <p>b) Certificate for claiming exemption in respect of tender fee and/ or EMD;</p> <p>And detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.</p>	<p>i) Rejection of tender bid of respective Vendor.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) 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.</p>
	Note 1:- However, in this case, 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& as supporting documents towards other terms & conditions with bid to meet terms & condition of tender :	
	<i>(i) If detection of default is prior to award of APO</i>	<p>i) Rejection of Bid &</p> <p>ii) Forfeiture of EMD.</p> <p>iii) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.</p>
	<i>(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)</i>	<p>i) Cancellation of APO,</p> <p>ii) Rejection of Bid &</p> <p>iii) Forfeiture of EMD.</p> <p>iv) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.</p>
	<i>(iii) If detection of default after receipt of PG/ SD (DD,BG etc.) .</i>	<p>i) Cancellation of APO</p> <p>ii) Rejection of Bid &</p> <p>iii) Forfeiture of PG/ SD.</p> <p>However on realization of PG/ SD amount, EMD, if not already released shall be returned.</p> <p>iv) Banning of business for upto three years</p>

		which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
	(iv) If <i>detection of default after issue of PO/ WO</i>	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. iv) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
	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.
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 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, BSNL may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	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, BSNL 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	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.
	(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.	
The claims may be submitted with or without collusion of BSNL Executive/ employees.		
This penalty will be imposed irrespective of the fact that payment is disbursed by		

	BSNL or not.	
7.1	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/	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 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.
	Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	
7.2	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.	iv) Legal action will be initiated by BSNL against the Vendor if required.
	Tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	
	Hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	
	Undertakes any action that affects/ endangers the security of India.	
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, BSNL 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.
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, BSNL 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) in spite 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>
		iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) in spite of Court Orders.	<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>

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	<p>The following cases may also be considered for Banning of business:</p> <p>(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.</p> <p>(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.</p> <p>(c) If the vendor/ supplier fails to submit required documents/ information, where required.</p> <p>(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.</p>	<p>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.</p>
Note 7: The above penalties will be imposed provided it does not clash with the provision of this tender.		
Note 8:- In case of clash between these guidelines & provision of this tender, the provision in this 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 BIDDER

The Special Instructions to Bidders shall supplement the 'Instructions to Bidders' and in case of any conflict with those in Section-4 Part A i.e. GENERAL INSTRUCTIONS TO BIDDERS (GIB), the provisions herein shall prevail.

1. While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these will make the bid liable to be rejected.
 - a) **Eligibility Conditions:** If the eligibility conditions as per clause 2 of Section 4 Part A is not met and / or documents prescribed to establish the eligibility as per Clause 7 & 10 of section 4 Part A are not enclosed, the bids will become liable to be rejected.
 - b) **Bid Security:** The bank guarantee/DD for bid security or Micro & Small Enterprise (MSE) registration certificate for claiming exemption from submission of bid security, as prescribed in clauses 12 of Section-4 Part A of the bid document, should be submitted by the bidder in a separate cover. The bank guarantee/DD so submitted shall be as per the format given in Section-7 A on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number.
The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12 Section 4 Part A and bid validity is less than the period prescribed in Clause 13 of Section-4 Part A mentioned above (during financial bidding stage only).
 - c) **Price Schedule:** Prices are not filled in as prescribed in price schedule Section 9 Part B (during financial bidding stage only).
2. BSNL reserves the right to take action as per Annexure-II of Section 4 Part A in case it fails to honor its proposal in totality.
3. In exceptional circumstances, the BSNL may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 Section 4 Part A shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.
4. Any individual authorized in writing to execute Contracts or other agreements or commitments or physically sign or digitally sign the bid documents etc. on behalf of the bidder company shall be one of the power of attorney holders of the bidder company as per clause 14.3 (a) and 14.3 (d) of Section 4 Part A and the authorization for executing the power Attorney as per clause 14.3 (b) or (c) of Section 4 Part A. The letter of authorization shall be indicated by written power of attorney accompanying the bid.
5. The bidder has to submit financial bid for PAN India.
6. Additional/ ambiguous conditions are not permissible and will render the proposal liable for rejection.
7. Proposals after the specified date and time will not be opened or considered.
8. Online digitally sealed Bids of the Tender should be submitted as per instructions in Section 4 Part C. Technical Bid and Financial Bid shall be opened on separate dates. No

indication of the Prices will be made in the Technical Bid. Also all the documents/ papers of the bid should be signed by the authorized signatory.

9. BSNL can adjust/forfeit Bank guarantee obtained from the bidder against any loss of input tax credit to BSNL on account of bidder's default.
10. In case BSNL has to pay GST on reverse charge basis, the bidder would not charge GST on its invoices. Further, the bidder undertakes to comply with the provision of GST law as may be applicable.

SECTION 4 PART C

E-TENDERING INSTRUCTIONS

Submission of Bids only through online process is mandatory for this Tender.

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://etenders.gov.in/eprocure/app>

1. REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2. SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in

which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

4. SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained

using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5. ASSISTANCE TO BIDDERS:-

5.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

5.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

0120-4200 462/4001 002/4001 005

International Bidders are requested to prefix +91 as country code.

Email Support:

For any issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical – support-eproc@nic.in

Policy Related – cppp-doe@nic.in

For any technical related queries please call at NIC Help Desk Number (between Monday to Friday, 9 AM to 5 PM) **CPPP-nic@nic.in +91 1124305265**.

SECTION 5 PART A
GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. **APPLICATION:-**The general condition shall apply in contracts made by the purchaser for the procurement of system.
2. **STANDARDS:-**The system provided under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in Section -3.
3. **PATENT RIGHTS:-**The bidder shall indemnify BSNL against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the system or any part thereof in Indian Telecom Network.
4. **PERFORMANCE SECURITY:-**
 - 4.1. All bidders (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security as defined at clause 27 of Section 4 Part A.
 - 4.2. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the bidder's failure to complete its obligations under the contract.
 - 4.3. The performance security Bond shall be in the form of Bank Guarantee in the proforma provided in 'Section-7 Part B of this Bid Document issued by a scheduled Bank (except Co-operative Banks) or in the form of Insurance Surety Bonds in the proforma provided in 'Section-7 Part B1 of this Bid Document issued by Indian Insurance Company as defined in Section 2 (7A) of the Insurance Act, 1938.
 - 4.4. The performance security Bond will be discharged by the Purchaser after completion of the bidder's performance obligations including any Comprehensive warranty obligations under the contract.
5. **INSPECTION AND TESTS:-**
 - 5.1. BSNL or its representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the BSNL decides to conduct such tests on the premises of the Bidder or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to BSNL.
 - 5.2. Should any inspected or tested goods fail to conform to the specifications BSNL may reject them and bidder shall either replace the rejected goods or make all alterations necessary to meet Specification / requirements free of cost to BSNL.
 - 5.3. Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the equipment and accessories on receipt in the BSNL's premises will also be tested by team nominated by BSNL during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to BSNL as laid down in clause 5.4 below.

- 5.4.** If any equipment or any part thereof, before it is taken over under clause 5.5, is found defective or fails to fulfill the requirements of the contract, the inspector shall give the bidder, a notice setting forth details of such defects or failure and the bidder shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the bidder free of all charges at site. If bidder fails to do so within this time, BSNL reserves the discretion to reject and replace at the cost of the bidder the whole or any portion of equipment as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by BSNL shall be deducted from the amount payable to the bidder.
- 5.5.** When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking Over Certificate. The inspector/ultimate consignee shall not delay the issue of any "Taking Over Certificate" contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the bidder shall undertake to make good the same in a time period not exceeding six months. The Taking Over Certificate (TOC) shall be issued by the ultimate consignee within three weeks of successful completion of tests. In this case, BCPC (Bills Copy Payable Challan) shall be equivalent to "Taking Over Certificate", issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the bidder of their Comprehensive warranty obligation. BCPC in respect of last consignment against the purchase order will be equivalent to "Taking Over Certificate".
- 5.6.** Nothing in clause 5 shall in any way release the Bidder from any Comprehensive warranty or other obligations under this contract.

6. DELIVERY AND DOCUMENTS:-

- 6.1.** Delivery of the goods and documents shall be made by the bidder in accordance with the terms specified by BSNL in its schedule of requirements and special conditions of contracts, and the goods shall remain at the risk of the bidder until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.
- 6.2.** The delivery of the goods and documents shall be completed within time frame stated in Clause 5 of Section-2 (Tender information).
- 6.3.** All Technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the bidder at no extra cost.
- 6.4.** The extension of delivery period / timelines against the purchase/work order, if any, maybe granted subject to the condition that BSNL shall have the absolute right to revise the price(s) and also to levy penalty for the delayed supplies/services.

7. TRAINING TO BSNL/CHANNEL STAFF:-

- 7.1. The successful bidder will provide trainings as well as hand-on/handholding experience for an initial period of twelve weeks from the date of commissioning of the system, to the BSNL.
- 7.2. Training write-ups to be provided in English and Hindi.

8. INCIDENTAL SERVICES:-

- 8.1. The bidder may be required to provide any or all of the following services:
- 8.1.1. Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- 8.1.2. Furnishing of tools required for assembly and/or maintenance of supplied Goods;
- 8.1.3. Performance of supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties provided that this service shall not relieve the bidder of any Comprehensive warranty obligations under this contract.

9. SPARES:-

- 9.1. The bidder shall ensure the availability of spares required for function of Distributed storage solution both during Comprehensive warranty period and AMC period.
- 9.2. Such spare parts as the BSNL may elect to purchase from the Bidder provided that such purchase shall not relieve the Bidder of any Comprehensive warranty obligation under the Contract.
- 9.3. In the event of termination of production of the spare parts, the bidder shall ensure to procure life time spare by itself without any extra cost to BSNL.

10. COMPREHENSIVE WARRANTY:-

- 10.1. The Bidder shall warrant that all supplies under the scope of the Contract shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The bidder shall be responsible for any defect that may develop under the conditions provided by the Contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the BSNL who shall state in writing in what respect the stores are faulty.
- 10.2. If it becomes necessary for the bidder to replace or renew any defective portion(s) of the Equipment under this clause, the provisions of the Clause 10.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of Comprehensive warranty, whichever may be later. If any defect is not remedied by the bidder within a reasonable time, BSNL may proceed to get the defects remedied from other bidder etc., at the Bidder's risk and expenses, but without prejudice to any other rights which the BSNL may have against the Bidder in respect of such defects.

- 10.3.** Replacement under Comprehensive warranty clause shall be made by the Bidder free of all charges at the site designated by BSNL including freight, insurance and other incidental charges.
- 10.4.** If the commissioning of any equipment is pending due to any dependency on BSNL, Comprehensive warranty can be started for rest of the equipment.
- 10.5.** All the terms and conditions of the AMC including the penalty provisions shall apply during the Comprehensive warranty period.

11. PAYMENT TO SUCCESSFUL BIDDER FOR SUPPLY, INSTALLATION & COMMISSIONING AND COMPREHENSIVE WARRANTY:-

- 11.1.** Payment shall be made in Indian Rupees only.
- 11.2.** The payment shall be made as per Clause -4 under Payment Schedule in Section 2, on submission of bills duly certified by the concern In-Charge, after deducting penalties recommended, if any. If for any reason penalty is not deducted the same shall be deducted from the subsequent bills.
- 11.3.** No interest/ delayed charges shall be claimed by bidder for delay in payment, if any.
- 11.4.** No advance payment will be made.
- 11.5. Paying Authority:** To be decided later.
- 11.6.** For claiming this payment the following documents are to be submitted to the paying authority.
 - 11.6.1** Bills shall have to be submitted within 15 days after completion of each delivery schedule period.
 - 11.6.2** Invoice clearly indicating break up details of composite price i.e Basic, Goods and Services Tax (GST),
 - 11.6.3** Technical performance certificate showing successful provision of Maintenance support during the quarter, duly signed by In-Charge.
 - 11.6.4** If there is no penalty, a certificate to this effect be submitted along with the bill.
 - 11.6.5** In-charge concerned for the equipment in that area will be the authority to impose penalty Charges. If there is no Penalty, the same is to be certified by concern In-Charge to the effect that the work has been done satisfactorily.
- 11.7.** Proof of payment of GST, if applicable.
- 11.8.** Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances.
 - 11.8.1** If the bidder fails to furnish necessary supporting documents i.e. GST invoice etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the bidder.
 - 11.8.2** Tax amount will be paid to the bidder only after the bidder declares the details of the invoices in its return in GSTR 1 and GSTR-3B filed by the bidder and the same is reflected in GSTR-2A/2B of BSNL on the GSTN portal.
 - 11.8.3** TDS/ TCS shall be deducted at applicable rates, if any, as per Income Tax Act 1961 & GST laws (as the case may be).

- 11.8.4** BSNL can adjust/ forfeit Bank Guarantee/Security Deposit obtained from bidder against any loss of input tax credit to BSNL on account of the bidder's default.
- 11.8.5** In case BSNL has to pay GST on reverse charge basis, the bidder would not charge GST on its invoices. Further, the bidder undertakes to comply with the provisions of GST law as may be applicable.
- 11.9.** In case of any dispute on the payment to be made to the bidder, the same shall be settled on or before the month of September following the end of financial year to which the invoice pertains.
- 11.10.** Additionally, in case the dispute is not settled due to any act of bidder & input credit on said invoice is lost by BSNL, the same shall be recovered from the bidder.
- 11.11.** The bidder has to give the mandate for receiving payment electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/bidder. The bidder company is required to give the following information for this purpose:-
- 11.11.1** Beneficiary Bank Name:
 - 11.11.2** Beneficiary branch Name:
 - 11.11.3** IFSC code of beneficiary Branch
 - 11.11.4** Beneficiary account No.:
 - 11.11.5** Branch Serial No. (MICR No.):
- 11.12.** Necessary declaration, statutory forms (if any) shall be provided by BSNL to avail concessional rate of tax wherever applicable on the request of the bidder as and when asked for
- 11.13.** No payment will be made for goods rejected at the site on testing.

12. PRICES:-

- 12.1.** Prices charged by the bidder for system delivered and services performed under the contract shall not be higher than the prices quoted by the bidder in its Bid except for variation caused by change in taxes/ duties as specified in Clause-12.2 mentioned below.
- 12.2.** For changes in taxes/ duties during the scheduled delivery period, the unit price shall be regulated as under:
- (a) Prices will be fixed at the time of issue of Purchase Order as per taxes and statutory duties applicable at that time
 - (b) In case of reduction of taxes and other statutory duties during the scheduled delivery period, BSNL shall take the benefit of decrease in these taxes/ duties for the supplies made from the date of enactment of revised duties/taxes.
 - (c) In case of increase in duties/taxes during the scheduled delivery period, BSNL shall revise the prices as per new duties/ taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the work order.
- 12.3.** Any increase in taxes and other statutory duties/ levies, after the expiry of the contract date shall be to the bidder's account. However, benefit of any decrease in these taxes/duties shall be passed on to the BSNL by the bidder. The total price is to be adjusted (by reducing the basic price) with increased duties and taxes as per price mentioned in PO.

13. CHANGES IN PURCHASE ORDERS:-

13.1. BSNL may, at any time, by a written order given to a bidder, make changes within the general scope of the contract in any one or more of the following:

13.1.1 drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for BSNL;

13.1.2 the method of transportation or packing;

13.1.3 the place of delivery; or

13.1.4 the services to be provided by the bidder.

13.1.5 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the bidder for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

14. SUBCONTRACTS:- The Bidder shall notify BSNL in writing of all subcontracts awarded under this Contract if not already specified in his Bid before issue of PO. Such notification, in his original bid or later shall not relieve the Bidder from any liability or obligation under the Contract.

15. DELAYS IN THE BIDDER'S PERFORMANCE:-

15.1. Delivery of the Goods and performance of the services shall be made by the Bidder in accordance with the time schedule specified by BSNL in its purchase order. In case the delivery is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right to short-close/ cancel this purchase order and/ or recover liquidated damage charges. The cancellation/ short-closing of the order shall be at the risk and responsibility of the bidder and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.

15.2. Delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to any or all of the following sanctions:

(a) forfeiture of its performance security,

(b) imposition of liquidated damages, and/ or

(c) Short closure of the contract in part or full and/ or termination of the contract for default.

15.3. If at any time during the performance of the contract, the bidder encounters condition impeding timely delivery of the goods and performance of service, the bidder shall:

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

(b) The vendor has to submit their request for extension along with the undertaking as per clause 23 Section-5A (Fall Clause) and a copy of QA inspection certificate at

least two weeks before the expiry of delivery period. The vendor shall also submit unconditional acceptance of the conditions for delivery period extension i.e. applicability of liquidated damages, prices to be provisional and to be regulated as per clauses 12 and 23 of section-5A and submission of additional BG, wherever applicable. The decision regarding extension shall be communicated within two weeks of the receipt of request and after receipt of the unconditional acceptance and the undertaking mentioned above.

- 15.4.** If the deliveries of services are not completed in the extended delivery period, BSNL reserve the right to short-closed the contract and the Performance securities may be forfeited.

16. LIQUIDATED DAMAGES:-

- 16.1.** The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of BSNL and be accepted by the consignee, such delivery will not deprive BSNL of its right to recover liquidated damage under clause 16.2 below.
- 16.2.** While granting extension of delivery period as per clause 15.3, the liquidated damages shall be levied as follows:
- 16.2.1** If the bidder fails to deliver the store or any consignment, install and commission thereof within the period prescribed and agreed for delivery, BSNL, without prejudice to other remedies available to BSNL shall be entitled to recover, as agreed liquidated damages for breach of contract,
- 16.2.1.1.** A sum equivalent to 0.5% of the basic value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for a period up to 10 (TEN) weeks,
- 16.2.1.2.** and thereafter at the rate of 0.7% of the basic value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another TEN weeks of delay.
- 16.2.2** Delivery Period as well as Installation & Commissioning Period extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on case to case basis, by the Dir.(CM), stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.
- 16.2.3** In the case of package supply/ turnkey projects when the delayed portion of the supply materially hampers installation and commissioning of the systems, LD charges shall be levied as above on the total value of the concerned package of the Purchase Order (PO).
- 16.2.4** Quantum of liquidated damages assessed and levied by the bidder and decision of BSNL thereon shall be final and binding on the bidder, further the same shall not be challenged by the bidder either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the

arbitration clause, as such shall not be referable to arbitration. However, when supply is made to the ultimate consignee in the extended delivery period and the goods were dispatched within this delivery period, the consignee may accept the stores and in such cases the LD shall be levied up to the date of dispatch only.

- 16.3.** The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) of basic PO value i.e. LD shall be levied up to 20 weeks only as per provision above.
- 16.4.** In cases where the scheduled delivery period is distributed month-wise or is in installments, the liquidated damages shall be imposed for delay in each scheduled month/ installment. Liquidated damages shall be calculated separately for quantities to be supplied in every month/ installment and the corresponding delay. If the bidder supplies full quantity before the expiry of the scheduled delivery period of the last month/ installment but there is delay in month-wise/ installment-wise supply, then also liquidated damages shall be levied on the supplies against the earlier months/ installments that have been delayed. Twenty (20) weeks for the purpose of additional BG and grant of DP extension shall be counted from the last month/ installment.
- 16.5.** Limitation of Liability: Neither party shall be liable to other party for any indirect, special, incidental, punitive or consequential damage (including lost profit) arising out of either parties breach of this agreement except liability prohibited by law i.e the liability shall not be excluded for (a) fraudulent misrepresentation, and/or (b) death or personal injury caused by negligence of either party.
- 16.6.** GST (if applicable) on account of liquidated damages due to delay would be borne by bidder.

17. FORCE- MAJEURE: -If at any time, during the continuance of this agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of Successful bidder), fire, floods, natural calamities or any act of God (hereinafter referred to as **event**), provided notice of happenings of any such event is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the agreement, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided Service under the agreement shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. The decision as to whether the service may be resumed and the time frame within which the service may be resumed shall be decided mutually.

18. ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT:-

- 18.1.** In case of default by Bidder(s)/ Vendor(s) such as

- (a) Failure to deliver and/ or commission any or all of the System/Services within the time period(s) specified in the contract, or any extension thereof granted by BSNL pursuant to clause 15 of this section;
- (b) Failure to perform any other obligation(s) under the Contract; and
- (c) System/Services does not perform satisfactory in the field in accordance with the specifications;
- (d) Or any other default whose complete list is enclosed in Annexure-1 of Section-4, Part-A;

Purchaser will take action as specified in Annexure-II of Section-4, Part-A.

19. RESOLUTION OF DISPUTES:-

19.1 Disputes and Excepted Matters:

- 19.1.1** All disputes and differences between the parties hereto, as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question; or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, that cannot be resolved amicably between the Contractor and Purchaser/BSNL, shall be hereinafter called the "Dispute". The aggrieved party shall give a 'Notice of Dispute' specifying all points of Dispute/ issue, the amount of any quantified claims citing relevant Contractual clause, and, to the extent possible, an estimate of the monetary value of all other claims, along with supporting document(s) to the other party, and requesting for invoking the following dispute resolution mechanisms.
- 19.1.2** After receipt of a 'Notice of Dispute', as above, the parties shall in good faith, make all reasonable efforts, to arrive at a mutually acceptable resolution to the disputes raised in the "Notice of Dispute" in formal meetings(s) between authorized representatives of the parties.
- 19.1.3** Parties agree that any effort by either party for arriving at the mutually acceptable resolution of the disputes is to be kept confidential by both Parties. Parties also agree to not rely upon any views expressed, admissions or suggestions made, or willingness to enter into a settlement by either party as evidence in any forum / arbitration / court proceeding.
- 19.1.4** Parties agree that neither party shall be entitled to any claim or compensation for any consequential, indirect or special losses/damages, including loss of profit, loss of production, loss of use, loss of goodwill, loss of reputation, remote damages, loss of business opportunities, loss of employment opportunities, loss of interest including any pre-reference or pendente-lite interest, idling costs of men and machinery, prolongation costs etc., on account of any dispute/ claim raised under the contract. Parties agree that claim for any such amount shall not be considered and shall be void.
- 19.1.5** In case the parties fail to amicably resolve the disputes between them within 60 days of receipt of "Notice of Dispute" sent under clause 19.1.1 above, the following provisions, as mentioned below, shall follow:
The Dispute shall be resolved without recourse to courts through dispute resolution mechanisms detailed subsequently, in the sequence as mentioned below, and the

next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned there in.

- a) Senior-Level Negotiation
- b) Mediation
- c) Litigation

19.2 Excepted Matters

Matters for which specific provision has been made in any clause of the Contract, and where the decision of BSNL has been stated to be final and binding, shall be deemed as Excepted Matters and shall not be subject to **Senior-Level Negotiation**, mediation, or arbitration. These shall include, but shall not be limited to, the following:

1. Any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.
2. Issues related to the pre-award tender process or conditions.
3. Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the signing of the contract by the contractor.
4. Any claim, difference or dispute relating to, connected with or arising
 - i. out of BSNL's decision to initiate proceeding for suspension or banning, or decision to suspend or to ban business dealings with the Bidder / Contractor;
 - ii. Any claim, difference or dispute relating to, connected with or arising out of BSNL's decision under the provisions of Integrity Pact executed between BSNL and the Bidder/ Contractor;
 - iii. Any dispute pertaining to insolvency and bankruptcy, property laws.
5. Provisions incorporated in the contract, which are beyond the purview of BSNL or are in pursuance of policies of Government, including but not limited to
 - i. Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of Make in India policy of the Government.
 - ii. Provisions regarding restrictions on Entities from Countries having land-borders with India in terms of the Government's policies in this regard
 - iii. Purchase preference policies regarding MSEs and Start-ups

19.3 Senior-Level Negotiation

After exhausting efforts to resolve the Dispute with the Purchaser/BSNL executing the contract on behalf of the Procuring Entity, the contractor shall give a 'Notice of Senior-Level Negotiation' specifying the matters which are in question, or subject of the dispute or differences indicating the relevant contractual clause, as also the amount of claim item-wise to CMD BSNL or CGM of the BSNL circle as the case may be, or any other authority mentioned in the contract (hereinafter called the "Negotiating Authority") for invoking resolution of the dispute through Senior-Level Negotiation. During such Senior-Level Negotiation, the Negotiating Authority shall give adequate opportunity to the contractor to present his case. Within 60 days after receiving the representation, the Negotiating Authority

shall record and communicate in writing the outcome of such negotiations on all matters referred to him. It is clarified that Senior-Level Negotiation is an internal bilateral settlement mechanism intended to facilitate resolution of disputes at an elevated management level and does not constitute a judicial or quasi-judicial adjudication. The parties shall not initiate, during the Senior-Level Negotiation proceedings, any conciliation or arbitral or judicial proceedings in respect of a dispute that is the subject matter of the Senior-Level Negotiation proceedings. If not satisfied by the outcome in Senior-Level Negotiation, or if the Negotiating Authority fails to notify his decision within the abovementioned time-frame, the contractor/purchaser may proceed to invoke the process of Mediation as follows.

19.4 Mediation of disputes

1. For cases with dispute amount more than 10 Crores, Mediation shall be conducted through the mediation scheme framed by the Department of Telecommunications, Government of India vide OM No. 1-1/4/2024-Law(I) dated 22.11.2024, comprising, where considered appropriate, a retired judge, a retired senior officer, and/or a technical expert ("Mediation Scheme").
2. For cases with dispute amount less than 10 Crores, the mediation process will be adopted as per institutional mediation provisions defined under the Mediation Act, 2023.
3. The cost of the mediation shall be shared equally by the parties unless otherwise agreed.
4. If the parties reach an agreement on a dispute settlement, they shall draw up a written settlement agreement duly signed by the parties and Mediator. When the parties sign the settlement agreement, it shall be final and binding on the parties. The dispute shall be treated as resolved on the date of such agreement.
It is clarified that mediation is a voluntary and confidential process in which the mediator acts solely as a facilitator and shall not have authority to impose any decision or determination on the parties.
5. The parties shall not initiate, during the mediation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the mediation proceedings.
6. Termination of Mediation: Disputes shall remain alive if the mediation is terminated as follows:
 - a. By written declaration of the mediator, after consultation with the parties, to the effect that further efforts at mediation are no longer justified, on the date of such declaration; or
 - b. By a written declaration of any party to the mediator, before the signing of settlement agreement by both sides, to the effect that the mediation proceedings are terminated, on the date of such declaration; or
 - c. If the parties fail to reach an agreement on a settlement of the dispute, within stipulated time from the appointment of mediator.
 On termination of Mediation, if the dispute is still alive, the aggrieved party shall be free to invoke litigation.

19.5 Dispute Settlement in case of the disputes between two Central Public Sector Enterprises or with any government body, the following shall apply:

In case of any dispute between BSNL and another Central Public Sector Enterprise (CPSE), or between BSNL and a Government Department/Organization (excluding disputes involving Railways, Income Tax, or Customs & Excise), the dispute shall be referred for resolution through the Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) in accordance with DPE OM No. 05/0003/2019-FTS-10937 dated 14.25.2022. The decision of AMRCD shall be final and binding on both parties, and no arbitration or court proceedings shall be initiated until the said mechanism is exhausted.

19.5 Cases covered under the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006.

In disputes involving registered MSMEs, reference to the Micro and Small Enterprises Facilitation Council (MSEFC) is mandatory under Section 18 of the said Act. Such disputes are to be first taken up for conciliation and, in the event of failure thereof, arbitration is automatically triggered as per the statutory process.

20.SET OFF:

Any sum of money due and payable to Successful bidder (including security deposit refundable to him) under this Agreement or otherwise shall be appropriated by BSNL or any other person (s) contracting through BSNL and the same may be set off against any claim of BSNL or any other person (s) contracting through BSNL for payment of a sum of money arising out of this Agreement or under any other Agreement made by Successful bidder with BSNL or any other person (s) contracting through BSNL.

In case of the set off the security deposit against any claim of BSNL or any other person (s) contracting through BSNL for payment of a sum of money arising out of this agreement or under any other agreement made by the bidder with BSNL or any other person (s) contracting through BSNL, the GST on such set off will be borne by the bidder. GST would not be levied on security deposit. But if bidder set off the security deposit against any claim of the BSNL or any other person (s) contracting through BSNL for payment of sum of money arising out of this agreement or any other contract made by the bidder with BSNL or any other person (s) contracting through BSNL then GST would be levied.

21.INTIMATION OF SUPPLY STATUS :

The bidders, who are given Work/Purchase Orders, must give the details of the supplies made against all the Work/Purchase Orders every month on the first working day of the following month to MM and the concerned User Branches of BSNL.

22. DETAILS OF THE PRODUCT :

The bidder should furnish the name of its collaborator (if applicable), brand name, model number and type of the products offered in this tender. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.

23.FALL CLAUSE

- 23.1.** The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 12.1 of Section-5A. Further, if at any time during the contract
- (a) It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service; And / or
 - (b) The prices received in a new tender for the same or similar equipment/ service are less than the prices chargeable under the contract.
- 23.2.** BSNL, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, BSNL shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the bidder and BSNL reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of its performance security.
- 23.3.** The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as "We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/ organization including Department of central/state Government or any central/ state PSU at a price lower than the price chargeable under the contract for scheduled delivery period."
- 23.4.** In case under taking as in Clause 23.3 is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to BSNL, while applying extension of delivery period.

24. COURT JURISDICTION

- 24.1.** Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.
- 24.2.** The dispute/ claims arising out of the Contract/ PO entered with a bidder shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued.

25. General Guidelines:-

- 25.1.** "The General guidelines as contained in Chapter 5, 6 and 8 of General Financial Rules as amended from time to time on works, procurement of goods and services and contract management respectively may also be referred to as guiding principles".

SECTION –5 Part B

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

The Special (Commercial) Conditions of Contract (SCC) shall supplement General (Commercial) Conditions of Contract (GCC)) as contained in Section 5 Part A and wherever there is a conflict, the provisions herein shall prevail over those in Section 5 Part A i.e. General (Commercial) Conditions of Contract (GCC)

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- 1. QUALITY OF SERVICE:** The Company shall operate and maintain its Platform conforming to Quality of Service standards to be mutually agreed subject to such other directions as the competent authority may give from time to time. The Company shall adhere to such QoS standards and provide timely information as required therein.

 - 2. Acceptance Testing (A/T):**
 - 2.1.** The Selected Bidder shall submit the Acceptance test schedule within 15 days of issue of PO and finalize the same in consultation with BSNL within one months from the date of issue of PO. Bidder shall also clearly indicate the specification clause(s) verified by each test. BSNL shall have the right to make modifications or additions to any test or techniques of measurement as considered necessary by it.
 - 2.2.** Bidder shall arrange the equipment for A/T purpose without any financial implications to BSNL. BSNL will carry out all the tests detailed in the acceptance test schedule to confirm that the performance of the different modules, subsystems, and entire installation satisfies the specified requirement of specifications including service performance.
 - 2.3.** Bidder shall offer equipment for acceptance testing to A/T team that will carry out the tests detailed in the acceptance test schedule to confirm that the performance of the different modules, subsystems, and entire installation satisfies the specified requirement of specifications including service performance.
 - 2.4.** Any components or modules failing during the acceptance tests shall be replaced at no additional cost to BSNL at site by the Selected Bidder. These shall be shipped within two weeks of the initial reports. Notwithstanding the pre-supply tests and inspections prescribed in this document, the equipment and accessories will also be pre- tested by bidder, before offering to A/T, in coordination with the Node In-charge as per the procedure and Performa provided by purchaser in due course during and after installation/ commissioning before “take over” and if any equipment and part thereof is found defective, the same shall be replaced at no cost to BSNL.
 - 2.5.** If any equipment or any part thereof, before it is taken over under as specified in the document, is found defective or fails to fulfill the requirements of the contract, the inspector shall give the Bidder notice setting forth details of such defects or failure and the bidder shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding one month of the initial report. These replacements shall be made by the bidder free of all charges at site. Should it fail to do so within this time, BSNL reserves the discretion to reject and replace at the cost of the bidder the whole or any portion of equipment as the case may be, which is defective or fails to fulfill the requirements of

the contract. The cost of any such replacement made by BSNL shall be deducted from the amount payable to the bidder.

- 2.6. When the AT tests called for have been successfully carried out, the ultimate consignee will forthwith issue a Taking Over Certificate. The ultimate consignee shall not delay the issue of any "Taking Over Certificate" contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the bidder shall undertake to make good the same in a time period not exceeding six months. The Taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests.
- 2.7. After all acceptance tests have been successfully carried out to the satisfaction of the BSNL, designated unit shall declare the solution fit for deployment in BSNL network and commissioning shall be announced.

3. Annual Maintenance Contract:-

- 3.1. The Bidder shall provide comprehensive Annual Maintenance Contract including operations for 3 years.
- 3.2. During the Comprehensive warranty Period, the Bidder shall perform all the functions as enunciated under the AMC without any additional cost to BSNL and adhere to SLA as per AMC. All the penalty clauses shall be applicable during the Comprehensive warranty Period for non-adherence to the SLA as per the AMC.
- 3.3. Bidder after successful installation & commissioning of system shall be responsible for its operations and management during Comprehensive warranty period & AMC period.
- 3.4. The Successful Bidder shall put into operation (but not limited to) the set of maintenance procedures, periodic test schedules, Traffic Report generation & analysis and remedial measures to be taken in each occasion, Extraction of performance statistics from various network elements, and classification as required by BSNL, Management Information System (MIS) parameters for fault, performance and planning of network expansion. The Bidder shall also help BSNL to put into practice maintenance schedules viz opening of appropriate registers for log, test schedule and performance and fault recording.
- 3.5. Any other activity or equipment, which is not explicitly covered in this document but is essential, as part of the operations and management shall also be performed by the successful bidder.
- 3.6. 24x7 Operation during Comprehensive warranty period & AMC period at Main/DR locations shall be at no extra cost to BSNL.

4. GST INVOICE:

- 4.1. All the details of bidder (name, address, GSTIN/ unregistered bidder, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.
- 4.2. Invoice/Supplementary invoice/Debit Note/Credit Note/Receipt Voucher need to be issued in GST compliant format and timely within the time prescribed under GST law.
- 4.3. In case of any deficient/incomplete/rejected supply, BSNL shall convey the same in a reasonable time to enable the bidder to issue credit note and take tax adjustment.

- 4.4.** It would be the responsibility of the bidder to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the bidder, the same would be recovered by BSNL from the bidder.
- 4.5.** Registered location of the both the parties i.e. BSNL and bidder should be mentioned in the agreement with GSTIN No. Further, bidder should raise invoices at the registered premise of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise
- 4.6.** BSNL could at any time instruct the bidder to raise its invoices at a particular location of BSNL. Bills/invoices are to be raised on/addressed to the BSNL office in the State/UT where goods/services are delivered/ consumed.
- 4.7.** It is the responsibility of the bidder to ensure that place of supply and the GSTIN of BSNL is in the same state. If for any reason they are not in the same state, the bidder shall intimate to BSNL and give adequate time before raising of the invoice.
- 4.8.** Invoice particulars are to be mentioned in the E-way bill generated by the bidder.
- 4.9.** Bidder shall be responsible for timely issuance and delivery of invoice/ DN/ CN to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.

(a) It is the responsibility of the bidder to ensure that outward supply return (GSTR-1) would be filed correctly. If not, than cost would be borne by bidder.

(b) Reporting of correct outward supply by bidder in the outward return (GSTR-1) is the responsibility of the bidder. In case of mismatch because of bidder's fault, prompt amendments must be made by the bidder else bidder would be required to indemnify BSNL of the loss of credit due to mis-match. The compliances to be adhered by bidder includes (but is not limited to) the following:

- (i)** Uploading appropriate invoice details on the GSTN within the stipulated time;
- (ii)** Issuing GST compliant invoice / CN/ DN with IRN and QR Code. PO issued by BSNL should be referred by bidder for capturing information on the invoice.
- (iii)** Bidder needs to pay the entire self-assessed tax on timely basis.
- (iv)** Where invoice is not uploaded or incorrect upload of invoice detail of GSTN by bidder then credit on such invoice will not be given provisionally but only after matching. So, acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of invoice details on GSTN is to be submitted by bidder. Such changes w.r.t. the mismatch are required to be accepted by bidder within the time limit prescribed under the GST law. It should be noted that in case bidder does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the bidder. In case of mismatch because of Bidder's fault, prompt amendments must be made by the bidder else bidder would be required to indemnify BSNL for the losses of credit and interest paid due to mismatch.
- (v)** Bidder to issue all necessary documentation and perform all necessary compliances for BSNL to be eligible to claim the input paid credit of GST tax to them. In case BSNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the bidder would be recovered from the bidder

(vi) A self-declaration along with evidence that the bidder is not blacklisted by GST authorities. In case bidder gets black listed during the tenure of BSNL contract, then bidder must indemnify BSNL to ensure that no loss of input tax credit is borne by BSNL due to default of bidder.

- 4.10.** Refer Section 7 Part E for clause stating that all the details of bidder (name, address, GSTN, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice & receipt vouchers.
- 4.11.** Where the location agreed are more than one state, then separate invoice state wise to claim input tax credit in a particular state (typically happens in a bill to-ship to scenario) shall have to be submitted.
- 4.12.** It shall be the responsibility of the bidder to mention State of place of supply of goods/services in the invoice issued to BSNL.
- 4.13.** The Vendor confirms to BSNL that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act 2000 as amended from time to time.

5. INDEMNIFICATION:

- 5.1.** Successful bidder shall agree to protect, defend, indemnify and hold harmless BSNL and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:
 - 5.1.1.** Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party; OR
 - 5.1.2.** Any breach of the terms and conditions in the agreement by Successful bidder; OR
 - 5.1.3.** Any claim of any infringement of any intellectual property right or any other right of any third party or person or of law by Successful bidder; OR
 - 5.1.4.** Any claim made by any third party or person arising out of the use of the services and arising in connection with interruptions or degradations of service caused solely Successful bidder. OR
 - 5.1.5.** Any liability arising out of noncompliance of Laws, Directives, guidelines etc. of the Land where Successful bidder is located.
- 5.2.** The successful vendor shall also comply with all statutory norms/directives/instructions/ guidelines issued by the Government Of India/ Reserve Bank of India or any other government body/ agency/ regulator dealing with telecom network or any judicial or quasi-judicial authority. The vendor shall indemnify BSNL for any commission/ commission done or not done either advertently or inadvertently in the course of doing business so envisaged in this Tender that attracts any action in the court of law either civil or otherwise or any tax authority or any other agency or body or constituted nominee of either under the Central or State who is so authorized to act on their behalf.
- 5.3.** This clause shall survive the termination or expiry of this Agreement.
- 5.4.** BSNL has the right to recover Input Tax Credit loss suffered by it due to any mis-declaration on invoices by the bidder.

6. SUSPENSION, REVOCATION OR TERMINATION OF AGREEMENT:

- 6.1.** Without prejudice to any other remedy for breach of Contract, BSNL may by written notice of default, sent to the bidder, terminate this Contract in whole or in part in any of the circumstances stipulated herein below:
- 6.1.1.** if the Bidder fails to deliver any or all of the goods and services within the time period(s) specified in the Contract, or any extension thereof granted by BSNL pursuant to clause 15 Section 5 Part A above or fails to perform its obligations within the scheduled delivery period or any extension thereof; or
 - 6.1.2.** if the Bidder delivers any or all of the good and services which do not conform to the Technical Requirements and/or quality standard;
 - 6.1.3.** If the Bidder fails to perform any other obligation(s) under the Contract; &
 - 6.1.4.** If the Bidder disregards or violates Applicable Laws in connection with the performance of its obligation during the Term of this Agreement as decided by Governmental Authority.
- 6.2.** In the event of any such default/ failure as per Annexure II Section 4 Part A, the BSNL will serve upon the Bidder a written notice containing the nature of the default/ failure and BSNL's intention to terminate for default ("Notice"). In the event Bidder does not cure such default within thirty (30) days from the date of receipt of the Notice, BSNL may, by serving a Termination Notice ("Termination Notice"), terminate the Contract or the whole or part of a Purchase Order as the case may be with immediate effect.
- 6.3.** In the event BSNL terminates the Contract in whole or in part pursuant to Clause 6.1, the Bidder may procure, upon such terms and in such manner as it deems appropriate, Goods and Services similar to those undelivered and the Bidder shall be liable to BSNL for any excess cost for such procurement of similar Goods and Services. However, the Bidder shall continue the performance of the Contract to the extent not terminated.
- 6.4.** Termination of the Contract by BSNL under the provisions of the Contract shall not affect the delivery of Goods that is due under any other Purchase Order already issued prior to the date of termination and the Bidder shall ensure that the terms and conditions of such other Purchase Orders issued prior to the date of termination is complied with in all respects, unless otherwise specifically directed by BSNL in writing.
- 6.5.** In the event of termination of part or in its entirety of a Purchase Order, BSNL shall have the right to accept the Goods so delivered thereunder (provided the same is in accordance with the Technical Requirements and usable in the network) and reject the remaining undelivered goods. In the aforesaid event, BSNL shall submit the statement of account showing the value of equipment delivered and payment made by BSNL. Without prejudice to any other rights of BSNL, Bidder shall immediately return the balance amount to BSNL as per statement of account.
- 6.6.** In the event that the Contract is terminated by BSNL due to any of the reasons as provided in Section 5 Part A, BSNL may request Bidder and the Bidder shall accordingly assign/transfer its subcontractor agreements if any to BSNL without any change of price or conditions therein or penalty or payment there-for to the full extent permitted by such agreement or agreements.
- 6.7.** It is hereby agreed by the Parties that termination of this Agreement or the whole or part of any Purchase Order shall not accelerate any payment obligation of BSNL

hereunder, and all payment shall be made by BSNL in accordance with the payment terms and conditions.

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

7. Termination for Insolvency

- 7.1.** BSNL 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 will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to BSNL.

Section 5 Part C

Annual Maintenance Contract (AMC)

1. SCOPE of AMC /Comprehensive warranty

- 1.1. The Annual Maintenance Contract of the complete solution installed in the respective location shall start immediately after the general Comprehensive warranty period ends. The Annual Maintenance Contract (herein after called AMC) shall be for 3 years. Bidders shall quote for AMC charges for total period of 3 years.
- 1.2. Consumables which are required for the daily operation of the equipment such as fuses, Air filters etc. shall be provided by the AMC provider / Bidder. AMC will cover all equipment peripherals supplied in the project.
- 1.3. During the period of AMC/Comprehensive warranty the Successful Bidder (herein after called Bidder) shall:
 - 1.3.1. Diagnose the hardware and software faults wherever required;
 - 1.3.2. Rectify the hardware/software faults detected. The faulty hardware is to be replaced immediately from the spare pool to be maintained by the bidder in respective circle /SSA of BSNL as per defined herein in the terms and conditions;
 - 1.3.3. Repair/replace the faulty PCB / cards / modules / sub modules / accessories / subassembly /components or any other part of the Equipment/ network.
 - 1.3.4. Upkeep the software periodically;
 - 1.3.5. Upgrade the software to latest version;
 - 1.3.6. Create customized reports from the system.
 - 1.3.7. Provide API's of systems supplied by it against the Purchase Order for sharing with similar/other systems supplied for the purpose of integration.
 - 1.3.8. Provide all kind of support including the telephone support/assistance for making changes / modifications in system.
 - 1.3.9. Induction/invoking of new features/services, which the successful vendor may develop and can be offered on the same platform has to be made available
 - 1.3.10. Extending assistance / help to BSNL in issue of Guidelines / application note / procedure etc. in a time bound manner.
 - 1.3.11. To provide training to BSNL staff (at least two officers of respective circles) at the time of any Software/ Hardware upgrade, indicating the present features and the new features invoked thro' such upgrades.
 - 1.3.12. To provide training to BSNL staff for preventive maintenance and help BSNL to frame preventive maintenance schedule.
 - 1.3.13. Provide the AMC support for the tools and testers supplied as well.
- 1.4. All the obligations/scope defined herein shall also be applicable during the Comprehensive warranty Period.

2. TERMS AND CONDITIONS

- 2.1. The Bidder shall, at the time of providing service /maintenance, associate BSNL's maintenance staff.
- 2.2. The Bidder shall establish at least one Service Support Centre at the locations where Distributed storage solution is supplied, within a period of 3 months from the date of

PO to comply with Comprehensive warranty / AMC obligations. The infrastructure planned to be created by the Bidder to meet his obligations under Comprehensive warranty and AMC and his action plan to deal with the various situations arising out of hardware and software faults shall be clearly indicated in the Bid. The Bidder shall, as part of the Bid, shall submit the details of the locations of the Service Support Centres planned and how Bidder proposes for carrying out repair and provide technical support to fulfil the terms and conditions during Comprehensive warranty and AMC.

- 2.3.** The spares shall be provided by the bidder at no additional cost to the BSNL during the currency of the Comprehensive warranty and AMC and are to be kept at Main/DR Location.
- 2.4.** Vendor shall replace the faulty units from the stock available wherever possible and attend to the fault.
- 2.5.** The date of expiry of Comprehensive warranty shall be extended by the no. of days there is delay in supplying such spares at all these sites.
- 2.6.** BSNL shall release the APO for the AMC around 2 months before the expiry of Comprehensive warranty obligations. Soon on expiry of the Comprehensive warranty period the contract for comprehensive AMC is required to be signed at deployment locations. The performance bank guarantee deposited at the relevant locations initially along with acceptance of main APO against this Tender shall be then reduced to the value of the AMC amount after confirmation from the circles that the concerned vendors have signed AMC.
- 2.7.** The agreement for AMC shall initially be signed for three years after the expiry of Comprehensive warranty, and the extension of this agreement beyond three years shall be negotiable depending on the performance of the bidder during the term of the agreement for AMC.
- 2.8.** The Bidder shall have to undertake repair work of any or all of the faulty CARDS/ UNITS offered irrespective of geographical location of the equipment. There will be no minimum or maximum limit on the number of faulty cards to be repaired under the contract.
- 2.9.** The bidder shall be responsible for provisioning of on-going support -services through a single point of contact to resolve emergency, non-critical day to day assistance, repair of cards, and updating / up-gradation and subsequent implementation in all the equipment supplied and installed under the contract.
- 2.10.** The bidder shall prepare the half yearly preventive maintenance schedule for each site where equipment is installed and submit the same to BSNL.
- 2.11.** The Bidder shall provide all global software updates to BSNL as part of the AMC and provide maintenance support for these upgrades as well.
- 2.12.** Induction / invocation of all feature/ services shall be done by the Bidder as per the tender.
- 2.13.** The Bidder shall be solely responsible for the maintenance, repair of hardware and up- gradation of the software. BSNL shall not be liable to interact with any of the partners/ collaborators or subcontractors of the Bidder.
- 2.14.** All faults will be booked via Password protected website provided by the bidder. In case of emergency / unavoidable circumstances, faults will be intimated to the bidder

via other means of communication as well however the same will be entered into the said website subsequently. There will be a unique docket number for each fault booked. The password protected website will be approved by BSNL. Further, bidder will be required to make changes in the said website once in 6 months, if required by BSNL. Bidder will only give his comments / action taken on the fault booked. Acceptance of solution provided / closure of fault will be the sole authority of BSNL and decision of BSNL will be final and binding on the bidder. Details of all faults booked and action taken thereupon will be available in the said platform and should be retrievable as and when required by BSNL from time to time. The reports from the said fault booking system will be available on line as and when required by BSNL from time to time. BSNL may modify the number of reports required and the format of each report once in every six months and this will include addition / deletion of fields in the database of the said platform / website.

- 2.15.** There will be automatic system for escalation of dockets to the highest level in the bidder organization. . The level to which the fault has been automatically escalated should be available on the said website along with his contact details (name, address, phone no. , mobile no. and email id) of each escalation level. The escalation timelines will be as finalized by BSNL from time to time.
- 2.16.** In respect of third party items which are included in the AMC contract, the bidder shall enter into comprehensive support agreements with each of the OEMs for the duration of the master AMC agreement of the bidder with BSNL and with SLAs matching to those in this RFP or better than the same. A confirmation in this regard from the respective OEMs shall be submitted by the bidder as part of the acceptance of the AMC PO along with the PBG.
- 2.17.** Copy of commitment duly signed by the bidder and 3rd party Bidder should be provided to each of the concerned Circles of BSNL for support for the entire period of Comprehensive warranty and AMC as per this tender within 1 month of placement of PO. This should be provided for each of the third party bidders.
- 2.18.** Arrangement of all tests and measuring instruments required for successful completion of entire scope of work under Comprehensive warranty and AMC will be the responsibility of the bidder.

3. PERFORMANCE BANK GUARANTEE

- 3.1.** The Performance Bank Guarantee ("PBG") shall be equivalent to the 5% of the three years Basic Value of AMC amount valid for a period of 42 months from the date of start of AMC. Accordingly the PBG amount submitted along with the APO for the project shall be adjusted from the date of commencement of AMC. It shall be submitted in the prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone, FAX number. If for any reason AMC period is extended, the Bidder shall extend the PBG accordingly covering one year over and above the AMC period.
- 3.2.** BSNL shall have the absolute right to forfeit the PBG for unsatisfactory performance of the Bidder or for any non-compliance of any of the conditions of this Agreement.
- 3.3.** The bank guarantee shall be discharged after successful completion of Bidder's performance obligations under the AMC agreement and subsequent extension if any.

- 3.4.** In the event of any default in the execution of AMC agreement by the Bidder under the Contract, the PBG shall be invoked either in part or in full. The proceeds of the PBG shall be payable to BSNL as compensation for any loss resulting from the contractor's failure to complete its obligation under the AMC agreement. As BG taken includes GST, BG forfeited shall include GST also.

4. Service Support Center:

- 4.1.** The Bidder shall have support Centres at the locations specified in the tender. The Bidder may set up more such centres to meet the criteria for fault restoration/faulty unit repair time as mentioned in the conditions for AMC/PO based on the geography. The Bidder shall furnish the names, locations, complete postal address, at least two telephone numbers, one mobile number, one email address and a FAX number for each technical support Center at least two months in advance of start of Comprehensive warranty period for registering the faults etc. The Bidder shall also specify the names of Stations/sites to be covered by each Service Support Centre two months before start of the Comprehensive warranty. Such lists shall also become part of the AMC agreement.
- 4.2.** The Bidder shall also provide the name of alternate contact person or Technical Support Center with address & telephone /FAX no. which may be contacted by BSNL staff for support in case of no response/poor response from the designated Nodal Service support center. This, however, shall not preclude BSNL from imposing penalties, if any, as applicable as per the terms & conditions of this agreement.
- 4.3.** Any change in Address, Phone number, FAX Number etc. shall have to be intimated in writing by the Bidder to the concerned BSNL Nodal center as well as to the BSNL Corporate Office at the earliest. If the station in charge of the BSNL is unable to report the faults to the normally assigned Service support Centre due to the change of phone number etc. the fault will be reported to the National level service support centre and the Bidder shall be responsible for rendering all the maintenance support services to the affected station as per the terms and conditions of this Agreement.

5. Responsibilities of Service support Centre:

- 5.1.** The Bidder shall ensure that all the Service Support Centres are manned by fully competent and responsible Engineers and are:
- 5.1.1.** Capable of giving all types of necessary technical guidance/assistance over phone to the respective station in-charge of BSNL sites, for fast restoration of faults and
- 5.1.2.** Capable of attending the faults at the BSNL sites by deputing competent technical expert.
- 5.2.** The Bidder shall also ensure that Service Support Centres are manned and are able to provide service to BSNL round the clock, all the seven days of the week throughout the year. The level of service provided to BSNL shall not degrade during the night time or due to any day being holiday, or for any other reason.
- 5.3.** The Service support Centres shall receive the faulty cards/units/PCBs from BSNL sites and repair / replace them with good cards during the period of Comprehensive warranty as well as AMC. For the purpose of receiving the faulty card/unit and sending the repaired/replaced cards/units to the BSNL sites the bidder shall

designate a courier service/agency at each SSA headquarter, where bidder's equipment is installed. The date of handing over faulty unit to such courier service/agency shall be construed as handing over the same to the bidder concerned. It is envisaged that the faulty card will be handed over by BSNL to the authorized courier agency of the vendor who will be having presence at all the Nodal Centres. The necessary packing shall be the responsibility of the Bidder which can be got done through the authorized courier agency or through any arrangement deemed fit, by the bidder. Any defect due to improper packing shall be the responsibility of the vendor.

- 5.4. The Bidder however shall set up the National Service Support Centre in India within 6 months of the date of placement of APO of supply and installation, in case such a facility is not existing as on that date. This centre shall have adequate facilities and resources including technical manpower for repair of all types of modules/units/equipment supplied by the bidder. For third party equipment like Server Hardware, it shall be at the option of the Bidder to either carryout the repair on its own or through the facilities of third party. In all cases, however, BSNL shall interact only with the Bidder.
- 5.5. The Service Support Centre shall regularly obtain feedback about the health of the systems under its jurisdiction from the station in-charge of BSNL site on monthly basis (or even more frequently) and maintain a proper record of such feedback. The feedback being given to the bidder on the health shall also be maintained at BSNL by the station in charge. These shall be made available to the technical experts nominated by the Bidder for analysis and such technical expert in turn shall give adequate and proper guidance / technical advice to the BSNL's station in-charge for taking necessary preventive measure to prevent re-occurrence of such faults. This, however, shall not absolve the Bidder from fulfilling his obligations under this agreement.

6. Technical service support procedure:

- 6.1. The following procedure shall be followed for Technical support:
 - 6.1.1. In case of any fault, abnormality in the system, partial or total failure of the system, the officer in charge of the BSNL station will immediately contact the designated Service Support Center of the Bidder and give information about the nature of fault over phone / FAX / e-mail.
 - 6.1.2. The details of the faults reported shall be recorded in a prescribed format, called the "FAULT – DOCKET" format of the same will be decided in mutual consultation. Subsequent Changes in the "FAULT – DOCKET" may be incorporated for better reporting and recording reconciliation of the faults at BSNL station and also at Service Support Centres of the Bidder by mutual agreement and understanding.
 - 6.1.3. Even if the fault is reported over phone to the Service support Center, a copy of the "Fault Docket" duly filled in by the station in charge of BSNL shall be sent by mail/fax and also by post to the Service support Center of the Bidder for records. The time of occurrence of fault as recorded in the fault docket shall only be taken into consideration for calculating the actual duration of faults.

- 6.1.4.** Similarly, after rectification of fault a fresh Fault- Docket duly filled in and after recording the time of restoration and total duration of fault, will be sent by station In charge of BSNL to the Technical support Center, by mail /FAX/post for records. Such arrangement can also be developed through a web based application on mutual consultation, if it suits to the bidder/BSNL
- 6.1.5.** In case of any dispute arising regarding duration of fault etc., the Fault Docket as maintained at the BSNL station shall be the guiding documents to be agreed by both parties.
- 6.1.6.** The "Fault Docket" shall be filled with utmost care, giving all the details of the faults and other information as prescribed in the Fault Docket and the entries made shall be authenticated by signature of the station In charge of the station concerned.
- 6.1.7.** Technical instructions shall be given to the BSNL staff of the concerned station, over phone. If the fault is restored by following the instructions given over phone, the concerned station in charge / duty officer at site will close the Fault Docket after making suitable entries and after satisfying himself of the proper restoration of the fault. A copy of the Fault Docket duly filled in shall be sent to the Service Support Center for records.
- 6.1.8.** The Bidder shall also ensure visits of the expert and competent technical staff of the Bidder in case the fault is not rectified to the satisfaction of BSNL even after following the telephonic instructions and advices.
- 6.1.9.** Once the fault has been rectified and the system & services were restored to normalcy, the visiting engineer of the Bidder shall record in the station Log Book, the details of the works done by him for restoration of the faults and also record the details of steps to be taken and procedures to be followed for not only restoration of similar faults by BSNL staff but also for preventing the occurrence of similar faults in future. Similar entries shall be made in the fault docket also.

7. Repairs and Maintenance:

7.1.Preventive Maintenance:

- 7.1.1.** While the regular preventive maintenance will be carried out by the BSNL staff based on the manual to be provided by the bidder, the bidder shall ensure a six monthly visit to each site for routine health check-up of the system for effective system maintenance during the entire period of contract for preventive maintenance, checking with software test programs and removal of faults, if any, including removal of functional disorder of the systems.
- 7.1.2.** Salient features of Activities to be carried out during routine health check are:
 - 7.1.2.1.** Software conformity test
 - 7.1.2.2.** Complete system / status check-up
 - 7.1.2.3.** Check-up of the correctness of the backup by taking backup of any or some of the units and by regenerating the unit with the backup.
 - 7.1.2.4.** Check-up of the correctness of the backup by taking backup of any or some of the units and by regenerating the unit with the backup tape.
 - 7.1.2.5.** Check working of the hot standby units.

- 7.1.2.6.** Check working of the cold standby (spare) units wherever advisable without causing interruption in services.
- 7.1.2.7.** Attending to the observations about system performance given by the station in charge/duty officer.
- 7.1.2.8.** If the Bidder observes any anomaly regarding maintenance of system, the same should be conveyed to the site in-charge/duty officer and should be resolved.
- 7.1.2.9.** Guidelines / briefing to the system in-charge about the new software/hardware inducted in the system during currency of AMC or any other specific query on the same by the system in-charge.
- 7.1.3.** BSNL personnel shall carry out all the routine, day-to-day activities pertaining to monitoring of the health of the equipment.
- 7.1.4.** The Bidder during the course of attending the fault or during the course of six monthly health check, notices requirement of any spare part (s), it shall replace such parts and clear the fault at the site of the equipment. Replacement of parts shall be done in the presence of BSNL station in-charge/ duty officer at site and a record shall be maintained in the log-book/ history sheet at the respective sites
- 7.1.5.** The Bidder shall also, make an analysis of major problems based on trouble reports and conduct technical audit of the network once a year to coincide with one of the six monthly health check for any other maintenance related activities.
- 7.1.6.** The Bidder shall prepare the schedule of six monthly health check- ups and visits therefore, ensuring that all installations in each Circle are scheduled in a cyclic manner. The schedule shall be submitted to BSNL at least a month in advance at the beginning of a year and shall be made applicable after mutual agreement
- 7.1.7.** On no account, equipment or its accessories shall be allowed to be taken out of its normal installed location. Only replacement of sub-assemblies of the whole unit on a like-by-like or later version basis will be permissible and the replacement of such assemblies should be done in the presence of station in charge/ duty officer of BSNL.
- 7.1.8.** The Bidder shall submit a service slip to BSNL system I/C after each replacement of parts during preventive as well as corrective maintenance, showing the parts removed and parts installed with full details of the part name, type, model No, Sl. No. etc. and a record shall be maintained in the history sheet/ Logbook.
- 7.1.9.** The Bidder shall ensure that normal service of the deployed system is not affected during health check and technical audit.
- 7.1.10.** The report of health checks and technical audit shall be jointly signed by the BSNL system in-charge and the site engineer of the Bidder.
- 7.2. Corrective Maintenance:**
- 7.2.1.** The Bidder shall repair all types of cards at its proposed manufacturing premises/repair centres. The cards, which may have to be repaired in their parent companies abroad will have to be specified and only such cards may be got repaired.

- 7.2.2.** The faulty cards shall be sent to the repair centre of the Bidder by the site in charge through Courier or any other agency appointed by Bidder in the SSA headquarter concerned. The transportation including packing, forwarding and insurance of cards from the respective station to repair center and vice versa shall be the sole responsibility of the Bidder at their cost.
- 7.2.3.** Road permits shall be arranged by BSNL, wherever required.
- 7.2.4.** Card shall be repaired and returned to the respective spare centre / site within 21 days (turnaround time) of handing over of the card by the BSNL system in charge.
- 7.2.5.** Any card required to be sent abroad for repairs shall be the responsibility of the Bidder. However, replacement shall be provided to BSNL with in a turnaround time period specified above.
- 7.2.6.** If a card handed over to BSNL after repair, is found to be unattended/faulty within 30 days' time, and intimated to the Bidder, such cards shall be sent back to Bidder through courier appointed by the Bidder; and the turnaround time shall be reckoned from original date of receipt of card excluding the period for which the PCB was with BSNL.
- 7.2.7.** The decision of BSNL system - I/C of the particular site shall be final on the functional acceptability of the repaired cards.
- 7.2.8.** There will be no reduction in capacity of the network for want of repair/replacement of cards and in case of any critical card going faulty, affecting performance and capacity of the network, the Bidder shall replace the same immediately, pending repair of the card.
- 7.2.9.** There will be no reduction in capacity of the system for want of repair/replacement of units and in case of any critical unit going faulty, affecting performance and capacity of the system, the Bidder shall replace the same immediately, pending repair of the unit.
- 7.2.10.** Repair/replacement of all hardware units as mentioned above like hard disks, optical disks, modules, tools and testers, etc. have to be carried out by the Bidder with in a maximum turnaround time of 21 days.
- 7.2.11.** Any card/module/unit becoming faulty due to lightning shall be repaired / replaced by the bidder as a part of AMC.

8. Maintenance of History sheet and Log Books:

- 8.1.** The Bidder shall supply elaborate maintenance procedures and pro-forma of the history sheet to every BSNL site, where it's (the Bidder's) equipment are installed.
- 8.2.** The officer In charge of the BSNL shall fill up the history sheet containing the statistics about the health of the equipment installed at the concerned site and send a report to the Circle Service Support Centre and National Service Support Centre of the Bidder on monthly basis. Based on the History sheet report, the Bidder shall analyse the health record of each site and if something alarming or unusual is noticed, shall advise the field staff of BSNL to take necessary actions for preventive maintenance of such equipment. These instructions for preventive maintenance shall be passed on to BSNL staff of the concerned station in writing and by sending experts

to the respective stations when felt necessary. BSNL reserves the right to make changes in the proforma proposed by the Bidder.

8.3. History sheet proforma shall become part of the AMC agreement and to be mutually devised between BSNL and the bidder at the time of signing of the agreement.

9. FAULTS: SEVERITY LEVELS & RESTORATION TIME

9.1. The following are the severity levels along with the fault definitions and restoration times.

Severity level	Fault Definition	Restoration Time
1A	Failure /Malfunction Storage solution etc. causing non availability of any of the services delivered by the system.	4 Hours.
2 A	Failure of stand by card/ unit not affecting the service to the customer in any way. Slow response of the local or remote client terminals.	72 Hours for repair/ replacement. 72 Hrs.
2 B	Operation and maintenance personnel of BSNL not able to interact with the system with the help of Man Machine commands.	48 Hours.
2 C	Any fault / malfunction / event not covered under fault definition / severity level as mentioned above, having no impact on services to the customer.	72 Hours.
2 D	Detection of non-conformity with tender requirement cases of any operational function or maintenance failure.	2 weeks.
2 E	Delay in up gradation to latest S/W version	3 months of the Availability of upgraded version.

9.2. Travel time of the Bidders engineer is included in the restoration time indicated above.

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

10. PENALTIES:

10.1. Penalties for delay in corrective maintenance:

10.1.1. For various faults as defined under severity level as detailed in clause no. 9, any delay beyond what is prescribed under restoration time in the said clause, following penalties shall be applicable.

Sl. No	Severity Level	Penalty for delay in fault restoration (excluding Taxes)
1	1A	₹ 10000 per 2 hour delay or part thereof
2	2A	₹ 5000 per 2 hour delay or part thereof
3	2B	₹ 3000 per 8 hour delay or part thereof
4	2C	₹ 2500 per 8 hour delay or part thereof
5	2D	₹ 1000 per 7 days delay or part thereof
6	2E	₹ 10000 per 7 days delay or part thereof

- 10.1.2.** In view of the exigencies of services it is possible that BSNL may restore the services other in full or in part through its own resources. However, for the purpose of measurement of restoration time and applicable penalties, if any, in terms of this agreement, fault will be deemed to have been restored only after the faulty unit/card etc. has been supplied to the concerned site or the engineer of the bidder has visited the site and removed the pending partial fault, as the case may be.
- 10.1.3.** Penalty in case of repeated faults (i.e. same fault occurs in same equipment repeatedly) In such case, if the fault occurs third time or more in any six months billing cycle for reasons pertaining to bidder, then restoration time allowed (time allowed to repair / rectify / remedy such faults) will be Zero for the third time onwards and penalty will be calculated accordingly. Decision of BSNL will be final and binding in this regard.
- 10.1.4.** Based on the experience of remedy / rectification of software faults/ bugs the bidder will take necessary proactive steps to avoid such occurrence in similar other network elements supplied. (Steps including intimation of root cause analysis (RCA) to BSNL in all other locations where the network element has been supplied by the bidder in BSNL and implement requisite software changes in all such network elements supplied). In case such fault occur in other network element during six month billing cycle then restoration time allowed (time allowed to repair / rectify / remedy such faults) will be zero and penalty will be calculated accordingly.
- 10.2. Penalty for repair of cards:**
- 10.2.1.** The penalty stipulated herein includes cards of all the network elements including power plant modules.
- 10.2.1.1.** If a card is received duly repaired/replaced within 21 days' time, no penalty charges shall be levied.
- 10.2.1.2.** For the delay up to one week, penalty charge of ₹ 1000 per card per week or part thereof shall be imposed.
- 10.2.1.3.** For delay beyond one week and up to four weeks, penalty charges of ₹ 2000 per card per week shall be imposed.
- 10.2.1.4.** For delay beyond four weeks, penalty charges of ₹ 3000 per card per week shall be imposed.
- 10.2.1.5.** If a card is not received within 90 days, an amount equal to 1.5 times the cost of the card or the penalty calculated as per provisions above, whichever is higher shall be deducted from the AMC charges.
- 10.2.1.6.** If any PCB/card is damaged during the course of repair, Bidder shall replace the PCB with a good one, free of cost.
- 10.2.1.7.** The imposition of penalties shall start from the 22nd day of the handing over the card to the courier/ agency designated by the Bidder.
- 10.2.1.8.** In case a bidder refuses to repair any card/unit on the plea of obsolescence of components, an OK tested card/unit shall be replaced by the Bidder free of cost within the stipulated time of 21 days from the date of dispatch of card/unit by BSNL failing which penalty prescribed in paras above will be levied.

10.2.1.9. If hardware version of any card/unit is changed then the bidder shall have to repair cards of both the versions.

10.2.1.10. System of dispatch and receipt of challans shall be worked out between BSNL and the bidder within three months of the placement of Purchase order in order to account for the time taken in repair and transit. Decision of BSNL in this regard shall be final.

10.3. Capping on AMC penalty

10.3.1.1. AMC penalty per annum shall be capped at 20% of the annual AMC charges excluding GST without prejudice to other remedies available to BSNL.

10.3.1.2. However penalty against any major faults (category 1A) will not be included for capping on penalty.

10.4. Failure to carry out preventive maintenance visit:

If the Bidder fails to perform yearly health check and technical audit visit, penalty charges of 10 % of yearly AMC cost of that location. This shall be in addition to penalties as defined in above under paras.

11.AMC charges and payment

11.1. The annual charges for the AMC are to be quoted by the Bidder in the price schedule for three years in terms of the percentage of the basis cost of quoted equipment. The Bidder while quoting the AMC as a percentage of the ordered cost may indicate under the SoR any sub item as that may be associated with the activity along with the associated applicable tax components. However, the charges actually payable will be limited to the respective approved percentage of the ordered cost.

11.2. For the service rendered during the half-year, the payment shall be made at the end of half year, on submission of bills duly certified by the respective maintenance in- charge.

11.3. Following procedure shall be adopted for making AMC payments to the Bidder:

11.3.1. Based on the performance during the period, penalties, if any, will be deducted,

11.3.2. If for any reason penalty is not deducted the same shall be deducted from the subsequent bills.

11.4. BSNL shall not pay any charges in advance.

11.5. No charges other than the AMC charges shall be payable. Bidder shall not claim separate charges for the visits for attending to faults/ repairs/ supply of spare parts or any other pretext.

12.Termination of AMC

12.1. In case the performance of the Bidder during AMC is not satisfactory, BSNL shall be free to terminate the AMC during its currency either in full or in part, after giving three months' notice to the Bidder and en-cash and forfeit the performance bank guarantee. However, the Bidder shall continue to provide the services during the intervening period.

SECTION 6 Part A**UNDERTAKING & DECLARATION****For understanding the terms & condition of Tender & Spec. of work****a) Certified that:**

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

b) The bidder hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.
3. In case any correction/ addition/ alteration/ omission is made by us in the tender document, our tender bid shall be treated as non-responsive and shall be rejected summarily by BSNL.

Signed on behalf of M/s _____

by Shri _____

(Name & Designation) authorized signatory (with company stamp).

Date:

Place:

SECTION 6 Part B**UNDERTAKING**

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

- Basic Services
 - Cellular Services
 - Internet Services
 - Unified Access Services
 - National Long Distance Services
- operating company(ies) in India or vice-versa.

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

Date:

Place:

UNDERTAKING

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

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

Date:

Place:

SECTION 6 Part C
Near Relationship Certificate

The format of the certificate to be given a s -

* I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the tender document is/are employed in any **BSNL unit as defined in the clause in the tender enquiry, on near relationship.**

OR

* *Following are the details of near relatives working with the BSNL.*

<i>S. No.</i>	<i>Name of the Relative</i>	<i>Designation</i>	<i>Name of the Unit (Office & section of BSNL) where working</i>

* Strike off whichever is not applicable.

In case at any stage, it is found that the information given by me is false/ incorrect, bsnl shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signature of the proprietor/ partners/ directors of the tenderer entity

WITH DATE AND SEAL

SECTION 6 Part D
Certificate to be submitted by Bidders
(On Company's Letter Head)

Reference1: BSNL Tender No.....issued.....

Reference 2: Department of Expenditure Office Memorandums (OMs) No 7/10/2021-PPD(1) Dated 23.02.2023.

I, in capacity of authorized signatory of M/s.....having Regd. office at.....being a participant bidder in BSNL T.E cited at reference 1 above, hereby declare that I have read and understood the clause regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defence of India and National Security issued vide OM cited at reference 2 above, on procurement from a bidder of a country which shares a land border with India.

I, hereby, further certify that our Company is not from such a country which shares a land border with India and in light of conditions & restrictions imposed vide cited OMs, we fulfill all the requirements in this regard to become eligible to be considered in the subject tender Enquiry by BSNL.

(Name of the authorized signatory)

Signature

Designation in Company

Seal / Stamp of Company

Counter signed by Company Secretary of the Company with seal / stamp

SECTION 6 Part E

Format for Self-Certification regarding Local Content (LC) for Telecom Product, Services or Works to be submitted on non-judicial stamp paper of the value Rs. 100/-
Date:

I _____ S/o, D/o, W/o, Resident of _____ do hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No: _____ dated _____.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India, **I and my Statutory auditor or cost auditor (if applicable) will be liable for actions as specified in Clause (9) of the DPIIT PPP-MII Order dated 19.07.2024 for all incorrect/false facts and figures.**

I agree to maintain detailed breakup / information (separately for each product) to substantiate my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any authority. I shall also maintain records of local content pertaining to items bought from other domestic manufacturers / traders.

[Please provide following information]

- i. Name and details of the local supplier (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Telecom Product/Services/Works for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of LC claimed
- vi. Name and contact details of the unit of the manufacturer
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of inputs used for manufacture of the Telecom product/Services/Works
- xii. List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not produced in-house.
- xiii. List and cost of inputs which are imported, directly or indirectly

I hereby certify that, having read all the provisions of the above order and principles / basis of calculations, the local content calculation does not include the following:

- a. Imported items sourced locally from resellers/distributors.
- b. The license fees / royalties paid/ technical charges paid out of India
- c. Procurement / supply of repackaged / refurbished/rebranded imported products

I hereby also certify to the best of my knowledge and belief that all the particulars furnished above are correct and complete. I agree to comply with the terms and conditions of the DPIIT PPP-MII order dated 19.07.2024 and DoT PPP-MII Notification dated.....

I understand that any incorrect declaration regarding the local content or failure to substantiate the claim of LC will result in penalties as specified in Clause (9) of the DPIIT PPP-MII Order dated 19.07.2024.

I further certify and take personal responsibility that I have applied my mind to the calculations and principles of LC as specified in this order and I shall, having declared the LC shall not seek recourse to change it on any ground. Any changes made by me on any grounds in a bid in LC after bid submission shall make my bid non-responsive and I shall hold myself liable for civil/criminal action arising out of any such change. I understand and agree that any such post bid change in LC content shall also be a valid ground for blacklisting of the firm from future contracts/bids.

Signature:

Name:

Designation:

Address:

Email Address:

Mobile No.:

Place:

Date:

SECTION 6 Part F
TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

[Bidder may submit Tender Acceptance Letter instead of Signed Tender Document]

Date:.....

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work:

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:.....as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. to (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

SECTION 6 Part G

FORMAT OF THE NON-DISCLOSURE AGREEMENT

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

This Agreement is made as of the _____ 2021 between **BHARAT SANCHAR NIGAM LIMITED (BSNL)** a Government of India Enterprise, having its Corporate office at Bharat Sanchar Bhawan, H.C. Mathur Lane, Janpath, New Delhi which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and M/s -----, a company incorporated under the Indian Companies Act, 1956, and having its registered office at -----, herein after called “-----” which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

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

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

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

2. M/s _____ and BSNL hereby agreed at during the Confidentiality Period:

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

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

b) Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed. Provided, however, that an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the Information.

3. The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate:

- a) was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or
- b) has become generally available to the public without breach of confidentiality obligations of the receiving party; or
- c) was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or
- d) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or
- e) is disclosed with the prior consent of the disclosing party; or
- f) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or
- g) the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.

4. Each party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Each party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.

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

6. Each party recognizes and agrees that all of the disclosing party's Confidential Information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the

disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

7. Access to Information hereunder shall not preclude an individual who has seen such Information for the purposes of this Agreement from working on future projects for the receiving party which relate to similar subject matters, provided that such individual does not make reference to the Information and does not copy the substance of the Information during the Confidentiality Period. Furthermore, nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know-how developed by the receiving party's personnel under this Agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the Information.

8. As between the parties, all Information shall remain the property of the disclosing party. By disclosing Information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The disclosing party disclaims all warranties regarding the information, including all warranties with respect to infringement of Intellectual Property Rights and all warranties as to the accuracy or utility of such information. Execution of this Agreement and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.

9. Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.

10. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.

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

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

The venue of the arbitration proceeding shall be New Delhi.

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

13. This Agreement will remain in effect for seven 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 _____

Signature: _____

Printed Name: _____

Title: _____

BHARAT SANCHAR NIGAM LIMITED

Signature: _____

Printed Name: _____

Title: _____

EXHIBIT A

1. Business Purpose :

2. Confidential Information of M/s - _____

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

- All information shared, in oral or in written form, by BSNL with M/s _____
- Number of subscriptions, consumption pattern etc _____

M/s _____

Signature: _____

Printed Name: _____

Title: _____

BHARAT SANCHAR NIGAM LIMITED

Signature: _____

Printed Name: _____

Title: _____

SECTION 6 Part H
PROFORMA
FOR
Irrevocable Undertaking by bidder

This is to certify that I, M/s..... (Name & full address) as the Bidder of this Tender will be liable for due performance of the contract, failing which I shall be liable to be barred from having any business dealing with BSNL for a period of 3(three) years and PBG may be forfeited.

Signature: Name in Block letters : Status: Director/Manager/Partner/ Proprietor of the Company [on behalf of the bidder]	
--	--

SECTION 7 Part A**For the BID SECURITY/ EMD Guarantee**

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

Whereas M/s Office/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), MM Cell, BSNL CO, Delhi (Hereafter referred to as BSNL) for participation in the tender of work of vide tender no. Now at the request of the Bidder, We Bank Branch having (Address) and Regd. office address as (Hereinafter called 'the Bank') agrees to give this guarantee as hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the 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. BSNL reserves the right to forfeit the bid security:

- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
- b) If the bidder does not accept the APO/ AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 15 of Section 4 Part A..

Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.

4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that

the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything herein contained;

(a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.

(b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

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

8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

9. E-payment may be preferred. Accordingly, in case of E-payment to be made for BG encashed, Bank shall transfer the amount to Bank account as intimated by BSNL to Bank at that time.

10. The encashment/renewal of the guarantee will not be denied on grounds of change in the constitution of the Bank or the Contractor(s)/ bidder(s)/Purchaser.

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 Part A 1

FORMAT FOR BID SECURITY IN FORM OF INSURANCE SURETY BOND

(To be submitted on non-judicial stamp paper of appropriate value)

Insurance Surety Bond for Bid Security

Whereas M/s R/o
 (Hereafter referred to as **Principal**) has approached us for giving a Surety of Rs./- (hereafter known as the "**Surety Amount**") valid up to/...../ 20..... (hereafter known as the "**Validity date**") in favour of(e.g. DGM (MMT) BSNL CO, Delhi)(Hereafter referred to as **BSNL**) for participation in the tender of work of..... vide tender no.

Now at the request of the Principal, We Insurance Company Limited, registered under the Insurance Act, 1938, with its Corporate office,and Registered/Head Office (the "**Surety**") to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & IRDA Guidelines issued vide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

1. We, the Surety, do hereby undertake to pay the amounts due and payable under this Surety 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 **Principal** of any of terms or conditions contained in the said tender Agreement or by reason of the **Principal's** failure to honour its bid submitted to perform the said works. Any such demand made on the Surety shall be conclusive as regards the amount due and payable by the Surety under this Surety where the decision of the BSNL in these counts shall be final and binding on the Surety. However, our liability under this Surety shall be restricted to an amount not exceeding the "Surety Amount".
2. We, the Surety, undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the **Principal** 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 **Principal** shall have no claim against us for making such payment.
3. We the Surety, further agree that the Surety herein contained shall remain in full force and effect during the period that would be taken for the performance of the said tender agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said tender Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said tender Agreement have been fully and properly carried out by the said **Principal** and accordingly discharge this Surety. Unless a demand or claim under this Surety 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 Surety thereafter.

4. We the Surety 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 tender Agreement or to extend time of performance by the said **Principal** from time to time or to postpone for any time or from time to time, any of the powers exercisable by the BSNL against the said **Principal** and to forbear or enforce any of the terms and conditions relating to the said tender agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Principal** or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said **Principal** 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.
5. Notwithstanding anything herein contained:
 - (a) The liability of the Surety under this Surety bond is restricted to the "**Surety Amount**" and it will remain in force up to its Validity date specified above.
 - (b) The Surety shall stand completely discharged and all rights of the BSNL under this Surety shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
6. In case BSNL demands for any money under this Surety Bond, the same shall be paid through Banker's Cheque in favour of "**AO (Cash) BSNL C.O. New Delhi**" payable at New Delhi or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.
7. The Surety declares that the below mentioned officer who have signed it on behalf of the Surety, have authority to give this Surety under its delegated power.

Place:

Date:(Signature of the Insurance Company Officer)
 Rubber stamp of the Insurance Company

Authorized Power of Attorney Number:

Name of the officer:

Designation:

Official Email ID:.....

Complete Postal address of Insurance Company:

.....

Telephone Numbers

Fax numbers

Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by BSNL.

SECTION 7 Part B**For the Performance Guarantee**

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

Dated:.....

Sub: Performance guarantee.

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

Now at the request of the Bidder, We Bank
Branch having
 (Address) and Regd. office address as

 (Hereinafter called 'the Bank') agreed to give this guarantee for due performance of agreement as hereinafter contained:

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

being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

5. Notwithstanding anything herein contained ;

- (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
- 6.** 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.
- 7.** 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.
- 8.** E-payment may be preferred. Accordingly, in case of E-payment to be made for BG encashed, Bank shall transfer the amount to Bank account as intimated by BSNL to Bank at that time.
- 9.** The encashment/renewal of the guarantee will not be denied on grounds of change in the constitution of the Bank or the Contractor(s)/ bidder(s)/Purchaser.

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 Part B 1**Performance Guarantee Surety Bond**

(To be submitted on non-judicial stamp paper of appropriate value)

To ,
 DGM (MMP) BSNL CO,
 Delhi R/o Bharat Sanchar Bhawan,
 Harish Chandra Mathura Lane,
 Janpath, New Delhi-110001

SuretyBond No :
 SuretyBond Issue dt :
 Surety Bond Amt. : INR.....
 Bond Valid upto :
 Bond Claim Period :

Dear Sir / Madam,

Whereas(e.g. **AGM (MM)** BSNL CO, Delhi R/oMM cell, Bharat Sanchar Bhawan, Harish Chandra Mathura Lane, Janpath, New Delhi-110001)(hereafter referred to as **BSNL**) has issued an APO/AWO no.Dated.....awarding the work of
 (the "Agreement")to M/s....., R/o..... (hereafter referred to as "**Principal**") andBSNL has asked Principal to submit a performance guarantee in favour of(e.g. **DGM(MMP)** BSNL CO, Delhi)of INR(hereafter referred to as "Bond Amount") valid up to dd.mm.yyyy(hereafter referred to as "Validity Date")

Now at the request of the Principal, We..... Insurance Company Limited,registered under the Insurance Act, 1938, withits Corporate office,.....and Registered/Head Office (the "**Surety**")to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & IRDA Guidelines issuedvide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

2. The Surety do hereby undertake and assure to the BSNL that, if in opinion of BSNL the Principal in any way fails to observe or perform the terms and conditions of the Agreement or commits any breach of its obligations there-under, the Surety shall on demand and without any objection or demur pay to the BSNL such sum or sums up to an aggregate sum of the Bond 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 Surety to pay the same.

3. Any such demand from the BSNL shall be conclusive as regards the liability of Principal to pay to BSNL or as regards the amount payable by the Surety under this Surety Bond. The Surety shall not be entitled to withhold payment on the ground that the Principal 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 Principal and BSNL regarding the claim.

4. The liability of the Surety under this Surety Bond is restricted to the Bond Amount and this Surety Bond 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 Surety further agrees that the BSNL shall have the fullest liberty without the consent of the Surety and without affecting in any way the liability of the Surety under this Surety Bond to vary any of the terms and conditions of the Agreement or to extend the time for the performance contained in the Agreement from any of the powers exercisable by BSNL against the Principal and to forebear from enforcing any of the terms and conditions relating to the Agreement and the Surety shall not be relieved from its liability by reason of such failure or extension being granted to Principal or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Principal 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 Surety.
6. In case BSNL demands for any money under this Surety Bond, the same shall be paid through banker's Cheque in favour of "AO (Cash) BSNL CO" payable at New Delhi or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.
7. The Surety guarantees that the below mentioned officers who have signed it on behalf of the Surety have authority to give this Surety Bond under its delegated power.

Notwithstanding anything contained herein above:

1. Our Liability under this Surety Bond shall not exceed INR**(Rupees: Only).**
2. This Surety Bond shall be valid upto.....(Validity date)
3. Further a claim period of **3(three)months** from the Validity date of the Surety Bond is available to make a demand under this Surety Bond. We are liable to pay the Bond Amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before (Date of claim period if any).
4. At the end of expiry of the Validity Date (including claim period), unless an action to enforce the claim under this Surety Bond is initiated before the Court or Tribunal on or before 12 months after the expiry of the Validity Date (including claim period), all your rights under this Surety Bond shall stand extinguished and we shall be relieved and discharged from all our liabilities and obligations under this Surety Bond irrespective of return of original Surety Bond

Place:

Date:

(Signature of the Surety)

Rubber stamp of the Surety

Authorized Power of Attorney Number:

Name of the Surety officer:

Designation:

Complete Postal address of Surety:

.....

Telephone Numbers

Fax numbers

Email ID(only official Email ID).....

Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom/ where the Surety Bond can be got confirmed by BSNL.

.....

.....

.....

SECTION 7 Part C
Format for essential information for applying to NSCS
(Trusted Telecom Portal)

1	Project Name	:			
2	Type of Project	:	1. New RollOut 2. Expansion 3. Upgrade		
3	Are your procurements from India registered vendor only for this project?	:	<input type="radio"/> Yes <input type="radio"/> No		
4	Do you intend to procure from NonIndia registered vendor for this project?	:	<input type="radio"/> Yes <input type="radio"/> No		
5	Remarks on the Project Criticality, if any,				
6	Details of Equipment:				
	Asset (one to be selected)	Equipment Name	Company Name/Vendor	Product Name	Model Name
	a) Access b) Customer Premises c) Support System d) Transport e) Core		Name of Contact person: E-mailID: Mobile No.		

SECTION 7 Part D**For Letter of Authorization for attending Bid Opening Event.**

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

Subject: Authorization for attending Bid opening

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

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

.....
 Signature of the Representative

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

Name of the Representative

.....
 Signature of the alternative Representative

.....
 Name of the alternative Representative

Above Signatures Attested

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

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

SECTION 7 Part E

S.no	Particular for 'Input Invoice'
1	Name and registered address of the bidder
2	GST registration number of bidder
3	Name of BSNL entity
4	"Bill to" and "ship to" address of BSNL
5	GST registration number of BSNL
6	Date of Invoice
7	Invoice Number
7A	IRN and QR code
8	Place of supply (including state)
9	Type of Tax (CGST, SGST and IGST)
10	Rate of tax
11	Value of goods/service and type/rate/amount of Tax should be separately mentioned
12	Quantity of goods
13	Total value of invoice
14	Description of Supply of goods/service
15	HSN Code in case of goods
16	Service Accounting Code (SAC) in case of service
17	In case invoice has more than one tax rates, rate of tax and amount of tax for each supply should be mentioned separately

S.no	Particulars for 'Receipt Vouchers'
1	Name and registered address of the bidder
2	GST registration number of bidder
3	Name of BSNL entity
4	"Bill to" and "ship to" address of BSNL
5	GST registration number of BSNL
6	Date of document issued
7	Document number
8	Place of supply (including state)
9	Description of Goods and Services
10	Amount of advance taken
11	Type of Tax (CGST, SGST and IGST)
12	Rate of tax
13	Amount of Tax Charged
14	In case invoice has more than one tax rates, rate of tax and amount of tax for each supply should be mentioned separately

Note: Invoice issued at a later stage against receipt voucher to mention this document number.

Refund voucher to be issued against the advances received if no supply is made and no invoice is raised.

SECTION 7 Part F

Support Certificate To be given by all partners/vendors/OEMs/database VENDORS (On the Bidder's Letter Head)

To,

Tendering Authority BSNL

Subject:Equipment Tender of BSNL – Support for Turnkey Implementation

Sir,

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

S.N.	AllHardware/Network/ SoftwareSystem	Model/Version
1		

We undertake to provide the following:

- I. Full Professional Service Support for turnkey implementation of the project covering all the above hardware/network/ software components, their Design, Planning, Supply, Installation, customization, commissioning, integration with other components of the project, migration, training, Operation of system and project completion within the time schedules specified in the tender document.
- II. Preparation of all the documentation pertaining to planning, design, engineering, customization, integration, installation, operations and maintenance.
- III. Support for maintenance and upgrades is available as per terms and conditions of Maintenance during Comprehensive warranty (1year) and AMC (3years) from the date of commissioning.
- IV. It has been agreed that in his capacity as Bidder, M/s..... will interact with BSNL for all obligations; however all the Teaming Partners shall be severally responsible for the execution of the Project. We also certify that the agreement in the above respect has already been signed with the OEM.

Signature of Authorized signatory of Bidder

Name & Designation

Signature of Authorized signatory of OEM/ Country Manager of OEM

Name & Designation.

SECTION 7 Part G

INTEGRITY PACT

Between

Bharat Sanchar Nigam Limited (BSNL) / hereinafter referred to as “The Principal”

and

.....hereinafter referred to as “The Bidder/Contractor”

PREAMBLE

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

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

Section 1 – Commitments of the Principal

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

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

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

(c) The Principal will exclude from the process all known prejudiced persons.

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

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

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

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

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

i. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

- ii. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to Security Deposit / Performance Bank Guarantee in addition to any other penalties/ recoveries as per terms and conditions of the tender.

Section 5 – Previous transgression

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

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

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

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

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

Section 8 – External Independent Monitor/Monitors

- 1. Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD of the BSNL.
- 3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat

the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

Notwithstanding anything contained in this Section, the Bidder(s)/Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s)/Contractor(s) shall not be required to provide any data relating to its other customers, or any personnel or employee related data.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the CMD of the BSNL, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the

tender document / contract shall not be applicable for any issue /dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

For the Bidder/Contractor

Place.....

Witness 1 :

Date

Witness 2 :

SECTION 8**Bidder's profile & Questionnaire.**

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the Individual/ Firm:
2. Present Correspondence Address

Telephone No. Mobile No.

FAX No.

E-mail ID.....

3. Address of place of Works/ Manufacture

Telephone No. Mobile No.

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

- 4 b) Whether bidder is MSE....Yes/No

- 4 c) If MSE vendor, whether under SC/ST category owned MSE or as Women owned MSE?

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

S. No.	Name	Father's Name	Designation	Email ID & Contact Nos
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 in Delhi? If so state its Address

.....
.....
B) Questionnaire

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

1.1 If Yes, Give details

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

2.1 If Yes, Give details

-
.....
4. Suggestion for improvement of the tender document.

.....
Signed on behalf of M/s_____ by Shri_____
(Name & Designation) authorized signatory (with company stamp).

Date:

Place:

SECTION 9 PART A
BID FORM

To

From,

.....
<complete address of BSNL><complete address of the Bidder>
.....

Bidder's Reference No:.....Dated.....

Ref: Your Tender Enquiry No.dated

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. datedthe receipt of which is hereby duly acknowledged, we, the undersigned, offer to implement and deliver in conformity with the said conditions of contract and specifications.
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 applicable Bank Guarantee as defined in the tender document.
6. If our Bid is accepted, we undertake to complete implementation and perform all the services specified in the contract in accordance with the define delivery of service in the tender document.
7. Until a formal Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: day of 20...

Signature

Witness

Name

Signature.....

In the capacity of

Name

Duly authorized to sign the bid for and on

Address

behalf of

SECTION 9 PART B**FINANCIAL BIDPRICE SCHEDULE**

Sir,

We have gone through the tender document and have understood all provision given therein.

We hereby quote below the prices for Hardware (Supply, Installation, Testing, Commissioning, Comprehensive warranty) and Annual Maintenance of Distributed Storage Solution along with applicable rate of Statutory levies, duties and taxes (as applicable) at the time **of submission of financial quote:-**

S.No	SoR Item Description	Quantity	Basic Unit Price excluding all taxes & charges (Rs.)								Unit price All-inclusive e (Rs.)		Total price inclusive of all levies and charges (Rs.)	Amount of input tax credit (ITC) to availed by BSNL (Rs.)	Total price excluding ITC amount (Net Cost to BSNL) (Rs.)	HSN for goods and SAC for services	TDS Section	TDS rate
1	2	3	4	CGST		SGST		IGST		11=4+{(6+8) or 10]	12=3x11	13= 3x[(6+8) or 10]	14=12-13	15	16	17		
				Rate in %age	Amount	Rate in %age	Amount	. Rate in %age	Amount									
1	ZFS based storage system in 1+1 high availability unit configuration with all specifications and configuration as per Section-3, Part-B including Hardware & Associated Software-at Chandigarh	1800 TB																
2	ZFS based storage system in 1+1 high availability unit configuration with all specifications and configuration as per Section-3, Part-B including Hardware & Associated Software- at Hyderabad	800 TB																
3	ZFS based storage system in 1+1 high availability unit configuration with all specifications and configuration as per Section-3, Part-B including Hardware & Associated Software- at Bangalore	7000 TB																

4	ZFS based storage system in 1+1 high availability unit configuration with all specifications and configuration as per Section-3, Part-B including Hardware & Associated Software-at Pune	9600 TB															
5	Installation and commissioning-at Chandigarh	1 set															
6	Installation and commissioning-at Bangalore	1 set															
7	Installation and commissioning-at Hyderabad	1 set															
8	Installation and commissioning-at Pune	1 set															
9	AMC for 3 years-at Chandigarh	1 set															
10	AMC for 3 years-at Bangalore	1 set															
11	AMC for 3 years-at Hyderabad	1 set															
12	AMC for 3 years-at Pune	1 set															
13	Any other item																
Grand Total																	

Notes for bidder:

- Bidder must mandatorily quote for all GST components (CGST, SGST, and IGST) as required in percentage.
- Total charges for the AMC for the duration of 3 years shall be quoted by the Bidder and the same shall be payable in 12 equal quarterly installments.
 - The Bidder has to upload the price schedule as per above format, scanned copy of duly filled and signed/stamped PDF document by authorized signatory of bid, on CPP Portal. A BoQ template will also be available on e-tender portal, to be filled by bidders in electronic financial bid part on CPPP. Kindly note that the L1 price, will be taken by CPPP system, automatically from the BoQ of Financial bid part on CPPP e-tender system and purchaser cannot edit or modify the same. Hence, bidders are requested to enter their quoted figures very carefully and compare with the figures that appear in words indicated by CPPP system in the BoQ. In case of discrepancy between the two figures, the figures (rates) mentioned in the uploaded Price schedules will prevail.
 - Declaration by Bidder**
 - We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the GST Act introduced w.e.f. 1 July 2017 and further extended on more items till date".

- b. We hereby certify that HSN/ SAC shown in column are correct & credit of GST for the amount shown in column 13 above are admissible as per GST Laws.
- III. Bidder must mandatorily quote for all GST components (CGST, SGST, and IGST) as required and Amount of Input tax Credit to be availed by BSNL.
- IV. The bidder who submits the offer with concessional Goods and Services Tax (GST) shall submit the proof of applicable concessional GST. In case the concessional GST is not creditable to BSNL it should be included in the price of the goods/services.
- V. In case, bidder is registered under composition scheme or any rule/notification where the BSNL is not eligible for input tax credit then the bidder should not disclose any amount GST components (CGST, SGST, and IGST) and Amount of Input tax Credit to be availed by BSNL.
- VI. Bidder must mandatorily mention SAC & HSN code
- VII. The amount is **to be mentioned in Figures as well as words**. In case of variation, the value in words shall prevail.

(Signature of Authorized Signatory)

Name.....

Official Seal