

I/714329/2024

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

MM cell, 2nd Floor, Bharat Sanchar Bhawan, HC Mathur Lane, Janpath, New Delhi- 110001

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

To,
Prospective Bidders

e-File No. BSNLCO-MMT/14(12)/4/2024-MMT

Dated 01.08.2024

**Subject: -Tender for Procurement of ONTs along with Comprehensive Repair service
for 3 years after warranty period.**

T. E. No. MM/NWP-BB/ONT/T-802/2024 issued on 01.08.2024

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

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If interested, kindly submit your bid offers online on or before date & time specified in Clause 6 of detailed NIT.

AGM (MMT)**Email: sanjay.vatsa@bsnl.co.in**

Regd. & Corporate Office : Bharat Sanchar Bhawan, H.C.Mathur Lane, Janpath, New Delhi-110 001.

Corporate Identity Number (CIN): U74899DL2000GOI107739

www.bsnl.co.in

SECTION – 1**DETAILED NOTICE INVITING TENDER (DNIT)**

1. On behalf of the Chairman and Managing Director, BSNL , New Delhi, online sealed tenders are invited, on rupee payment basis, in Single Stage Bidding and Two Stage Opening using two Electronic Envelopes (Techno-commercial bid & Financial bid), from the experienced & eligible bidders for following works.

Name of the Item/ Work	Estimated Quantity (Nos.)
Supply and three year CRC of Single band and Dual Band ONT (MTCTE & trusted portal certified).	15 lakhs

Note1: Supply/Purchase Order for a Quantity (upto 50% only) during the period of contract, shall be guaranteed. The purchaser is entitled to withdraw/cancel the Contract by serving an appropriate notice giving 90 (Ninety) days' time, beyond the minimum qty of 50%. However, once a supply order is placed on the supplier for supply of a definite quantity during the validity period, that supply order becomes a valid and binding contract on both parties.

Note 2: The quantities indicated are estimated and BSNL reserves the right to vary the quantity to the extent of -50 % to +50 % of specified quantity at the time of issue of the APO without any change in unit price or other terms & conditions.

Note 3- Approximate requirement of Dual Band & Single Band ONTs will be 10 Lakhs and 5 lakhs respectively.

2. **Availability & Pricing of Tender Document:** Tender document can be obtained by downloading it from the BSNL website www.bsnl.co.in **w.e.f. 01.08.2024 onwards**. For online bid submission etc. bidders have to mandatorily register (if not already registered) on tender portal NICs e-tender system CPPP- (<https://etenders.gov.in/eprocure/app>) and follow all steps as per functionality of e-tender portal.(Kindly refer Section 4 Part C of tender document for instructions on e-tendering. Bidders downloading the tender from CPPP are advised to add the NIT to favorites after which they will be receiving alerts on any corrigendum or addendum to NIT issued on CPPP.
- 2.1 The bidders are required to submit Tender fee of **₹ 10,000/- plus 18% GST, (Total of ₹ 11,800/-)** preferably through online payment mode [RTGS/NEFT etc.] in BSNL A/c as per the below mentioned. However, Tender Fee may also be submitted through DD/ Banker's cheque. The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank 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.

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

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	PUNBINBBDCG

Note: "The tender fee is **non-refundable**".

- 2.2 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 by MSE bidder themselves. These exemptions are NOT APPLICABLE for Medium Scale Units/ Traders/ distributors/ sole agent and for tender for Works Contract.

In case of graduation of MSEs (from a lower to a higher category e.g. Micro/Small to Medium) or reverse-graduation (sliding down to lower category e.g. Medium to Micro/Small) of an enterprise and consequent re-classification in its present category, the enterprise will be given the benefit of the changed status only as per the latest guidelines issued by the Ministry of MSME, Government of India. [For details Notification Dated 26th June 2020 and its subsequent Amendment Dated 18th October 2022 issued by the MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES may be referred.]

Declaration of Udyam Registration Number & category by MSE bidders on e-tender portal CPPP is mandatory in interest of bidder, failing which such MSE bidders will not be able to enjoy benefits as per public procurement policy for MSEs order 2012 for Tenders invited electronically through CPPP and may not be included in bidders eligible for e-reverse auction (if r-RA is applicable in an e-tender), if otherwise H-1 quoting bidders. The undertaking/self-declaration that URM number & MSE category is updated on CPPP portal (etenders.gov.in) is to be uploaded online in technical bid part. MSE bidders should also mention their social category (e.g., SC/ST/Women), if any".

- 2.3 A Self-declaration by the Authorized Signatory of the bidder, claiming to be under preferential bidder category (Make in India / Micro or Small Enterprise) on Company's Letter head, stating that the bidder is registered/ updated on CPP Portal under preferential bidder category (Make in India / Micro or Small Enterprise) and participating for the Tender Enquiry No. ----- Under preferential category (Make in India /Micro or small), shall be submitted.
- 2.4 Bidders are advised to see the BSNL tender site http://tender.bsnl.co.in/bsnltenders/bsnltender/tender_live_view_main.jsp and Central Public Procurement portal (etenders.gov.in) by NIC, for updates on any amendment/clarification/corrigendum and the bids are to be submitted online on Central Public Procurement Portal.
3. E-Tendering Process - BSNL has decided to use the e-Tendering Process for inviting Bids for this Tender and thus the physical copy of the Tender would not be available for sale. The special instructions to Bidders for e-Tendering is provided in Section 4-Part C of this Tender.
4. **Eligibility Conditions:** In order to qualify as a Bidder, a prospective Bidder shall fulfill the following Eligibility criteria:-
- 4.1. The Bidder shall be registered & incorporated in India as a Company under the Indian Companies Act, 1956 or 2013 or an LLP registered under relevant LLP Act 2008.
- 4.2. The average annual turnover of the bidder during three financial Years (2020-21, 2021-22

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- and 2022-23 or 2021-22, 2022-23 and 2023-24) shall be minimum **INR 80 Cr.** Balance Sheet & P&L statements audited & certified by CA, to be submitted as documentary proof.
- 4.3. The bidder shall be either the OEM of the tendered item(s) or an authorized reseller/partner of the OEM of the tendered item(s). In case bidder is an authorized reseller/partner of the OEM, then MAF / support certificates from the OEMs for supply, warranty & after sales support shall be attached.
 - 4.4. The bidder or its OEMs shall have the experience of supplying minimum **3.5 lakhs** quantity of quoted make of ONTs to any TSP/ISP/Govt. Department/Govt PSUs in India or outside India (to any Telco or Government organisation) cumulatively during the last five financial years period i.e. 2018-19, 2019-20, 2020-21, 21-22 & 2022-2023 or from 2019-20 to 2023-24.
 - 4.5. Bidder can quote up to two make of ONT. In case multiple make of ONTs are quoted, for each quoted ONT bidder/OEM shall have experience of supplying minimum 1 lakh ONTs to any TSP/ISP/Govt Department/Govt PSUs in India or outside India (to any Telco or Government organisation) cumulatively during the last five financial years period i.e. 2018-19, 2019-20, 2020-21, 21-22 & 2022-2023 or from 2019-20 to 2023-24, subject to meeting the eligibility clause 4.4 above in totality.
 - 4.6. Documentary evidence for 4.4 & 4.5 to that effect, in the form of successful supply certificate or Purchase Orders along with Invoices issued & certificate from CA for having received at least 90% payments against the referred Invoices, shall have to be furnished along with Bid Document. BSNL reserves the right to verify the authenticity of the documents submitted / supply experience claimed by bidder, at any time.
 - 4.7. The Bidder should not be blacklisted/debarred by Ministry of Communication or by BSNL or 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 2nd Nov 2021, as on Bid submission date. A self-declaration by the bidder shall be submitted to above effect.
 - 4.8. The bidder should have a valid GST No (Goods and Services Tax) 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.
 - 4.9. The bidder should have a valid Permanent Income Tax Account No (PAN) and shall submit a copy of the same with the bid.
 - 4.10. Any bidder including OEM(s) (as defined in MoF order cited below), from a country which shares a land border with India will be eligible to bid in this tender, only if the bidder including all its OEMs are registered with the competent authority prescribed in accordance to new MoF order issued vide OM bearing No.7/10/2021-PPD (1) Dated 23.02.2023. Registration Certificate must be submitted along with the proposal under this tender. However, if the aforesaid MoF order does not apply to the bidder including OEM(s) / TOT partner (as defined in afore cited order), then a certificate as per Section 6 Part C must be submitted by the bidder and its OEMs, along with bid.
 - 4.11. **Public Procurement (Preference of Make in India)** –Latest PMI guidelines issued vide No. P-45021/2/2017-PP(B.E.-II)-Part IV (Vol-II) dated 19th July, 2024 and subsequent amendments, if any, are applicable for the tender. However, since tender's estimated value

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being more than INR 200 Cr, Bids with Non-local suppliers/OEMs as well as Local suppliers/OEMs shall be eligible to participate in the tender.

- 4.12. The bidder shall have the TSEC Certificate or should have applied for TSEC approval to QA Circle of BSNL (i.e. QA registered QF103 format is issued) for the ONTs being offered against the specifications under Section 3 Part B, at the time of submission of Bids. Proof for the same shall be submitted along with the technical bids.

5. **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 [Section7(J)] 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 part.

6. **Bid Security/ EMD:**

- 6.1. The bidder shall furnish the bid EMD/Bid Security for an amount **INR 2 Crores**, as per the mentioned Bank/Beneficiary Details. However, Bid security may also be submitted through DD/ Banker's cheque in one of the following ways:-

- a) Demand Draft/ Banker's cheque drawn in favour of "AO (Cash), BSNL, C.O. New Delhi" and payable at "New Delhi."
- b) Bank Guarantee or e- Bank Guarantee from a Nationalized/Scheduled 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 upto a date 30 days beyond required bid validity i.e. for **180 days** from the tender opening date. Format for Bank Guarantee is given at Section 7(A)(I) (BG)/ Section 7(A)(II) (Surety Bond). A copy of SFMS by bidder's EMBG issuing Bank shall also be submitted with EMBG as well as time of renewal/ extension, if any.
- c) For issuance / acceptance of e-BGs (EMBG or PBG), BSNL has on-boarded NeSL with following details:
 - 1) Beneficiary ID: BSNL_1002_MM
 - 2) Email ID : aommbsnlco@bsnl.co.in
 - 3) PAN of Entity: AABC5576G
 - 4) Constitution Type: Public Sector Enterprise
 - 6) Complete Name: Bharat Sanchar Nigam Limited (BSNL)
 - 7) Full Address: Bharat Sanchar Bhawan, H.C. Mathur Lane, Janpath, New Delhi-110001
 - 8) Phone No. of Beneficiary: +91-9868217701

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EMD may also be submitted through online payment mode as per details under clause 2.1 above.

Note:-MSE (Micro & Small Enterprise) bidders are exempted from payment from Bid Security. Refer clause 2.2 above in this regard.

If a vendor registered with body specified by Ministry of Micro, small and medium enterprise claiming concessional benefits (such as exemption from Tender Fee and EMD) is awarded work by BSNL and subsequently fails to obey any of the contractual obligation, he may be debarred from any further work/contract by BSNL for one year from the date of issue of such order and MSME authority issuing the certificate shall also be informed for taking suitable action.

7. Last Date & Time of Submission of Bid

- (a) The date and time for submission of the online Bid & offline documents is **22.08.2024** ("**Bid Closing Date**")
- (b) 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.

8. Online Opening of Tender bids: At 12:00 Hours of **23.08.2024**

9. **Place of opening of Tender bids:**

9.1. Since tender is invited through e-tendering process, the tenders shall be opened through '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. Kindly refer clause 8 of Section-4 Part C of Tender document for further instructions.

9.2. In addition, authorized representatives of bidders (i.e. vendor organization) can attend the TOE at the "MMT section, 2nd Floor, Bharat Sanchar Bhawan, Janpath, New Delhi", where BSNL's Tender Opening Officers would be conducting Public Online or manual Tender Opening Event (TOE).

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

11. CMD, BSNL reserves the right to accept or reject any or all tender bids at any tender stage, without assigning any reason. He is not bound to accept the lowest tender/bid.

12. The bidder shall furnish a declaration in his tender bid that no addition/ deletion / corrections have been made in the terms & conditions of the downloaded tender document against which the bids are being submitted and it is identical to the tender document appearing on the website.

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

13.1. The Bidder / OEM should have local technical support and after sales repair centre in India for which he is bidding. Copy of the details of local support centre such as address, Name & contact no of authorised representative, should be submitted along with the bid. At least one service center to be made operational within 90 days of issue of PO and multiple

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service centers (minimum one each Zone North, South, East & West) to be operational within 180 days of issue of PO.

14. **Integrity Pact-** Integrity Pact Program is implemented for this tender for which signing of Integrity Pact is mandatory for the purchaser and bidder. Format of Integrity Pact is provided in under **Section 7 (I)**. To oversee the implementation of Integrity Pact Program, IEMs are appointed by BSNL information of which is available on the Home page of www.bsnl.co.in under Link for "Independent External Monitor".
15. In accordance with DOT guidelines, any directions of DOT there under, BSNL shall have the right to direct, to warn, to penalize the company or terminate the Agreement after considering any report of conduct or antecedents detrimental to the security of the nation. The decision of BSNL in this regard in accordance with such DOT directions shall be final and binding and in any case the company shall bear all liabilities in the matter and keep BSNL informed for all claims, cost, charges or damages in this respect
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. The queries in respect of the bid document, if any, can be submitted through Email, latest by **11.08.2024** Any query received after this date will not be entertained.

BSNL Contact-1	
Contact Person	Sh SANJAY VATSA; AGM(MMT-II)
Telephone	(011) 2371 7844 [between 9:30 hrs. to 18:00 hrs. on working days] Mobile.No.9868176305
E-mail ID	sanjay.vatsa@bsnl.co.in
BSNL Contact-2	
Contact Person	Sh Sameer; Mobile No. 9868892555
Telephone	(011) 2303 7172 [between 9:30 hrs. to 18:00 hrs. on working days]
E-mail ID	sameer@bsnl.co.in

SECTION- 2

Tender Information

1. Type of Tender:

- a) No. of Bid Submission Stages for Tender: One (single) Stage.
- b) No. of Envelopes for submission of Bids: Two Nos.
- c) E-reverse auction : **Not applicable**

Note 1: The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only shall be opened.

Note 2: The bidder shall submit Techno-commercial bid and financial bid simultaneously.

2. Bid Validity Period / Validity of bid Offer: **150 days** from the tender opening date. Any bid for a shorter period will be rejected by purchaser as non-responsive, if the bidder does not agree to amend the same on being pointed out by BSNL.

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 e-envelope** [Termed as Technical Envelope on CPPP] shall contain scanned copy of the following, but not limited to, documents:

- i. EMD/ Bid Security declaration
- ii. Receipt/Proof of the tender fee.
- iii. Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the Detailed NIT.
- iv. Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.4 of Section 4 Part A.
- v. Integrity Pact
- vi. Clause by clause compliance as per clause 11.2 of Section-4A
- vii. Bidder's Profile & Questionnaire duly filled & signed.
- viii. Non-Relation Certificate duly filled & signed.
- ix. Undertaking & declaration duly filled & signed
- x. Documents stated in clause 10 of Section-4 Part A.
- xi. Tender/ Bid form- Section 9 Part A
- xii. Unpriced Bill of Material i.e.
Detailed unpriced Bill of Material (BoM) for each type of ONT, mentioning all sub-assemblies, their quantity & % age breakup out of total quoted cost to be supplied in the Technical bid part
- xiii. Local Content declaration as per Form-1 along with certificate from statutory/ cost auditor.

b. **Financial e-envelope shall contain:**

- i. Price Schedule (both in PDF and Excel format as per format given in Section 9 Part-B).
- ii. Detailed Priced Bill of material (BOM) which shall include details of all accessories of all items mentioned in Schedule of requirement, both in PDF and Excel format.

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A BOQ is also prepared to be filled by bidders in this bid part. BOQ (of electronic financial bid part on CPPP) is only a bid summary and bid evaluation will be done based on Complete price sheets uploaded by bidders.

Note 1):- 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 2):- 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

Note 3):- 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), 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.

4. Validity of APO shall be 24 months from the date of placement of first of PO. POs against the APO will be placed during 24 months from the date of placement of first PO.

5. **Delivery Schedule:**

- 5.1. The PO shall be placed in phases generally on monthly/Quarterly basis as per the requirement by BSNL Circles. The equipment need to be delivered at the BA HQ specified in the PO.
- 5.2. The delivery period in respect of first PO for each of the Circle shall be 8 weeks from the date of issue of Purchase Order (PO).
- 5.3. From the second PO placed by Circle, the total delivery period for supply of ONT shall be 4 weeks from the date of issue of Purchase Order (PO).
- 5.4. MAC Id and related details of the ONT, which are important for maintenance of inventory, shall be provided to BSNL, before delivery is initiated for the respective consignees.
- 5.5. Advance delivery is allowed. Payments against preponed deliveries shall be made as applicable.
6. Payment Terms: Payment shall be made in Indian Rupees. (No interest shall be paid on account of any delay in payments)

6.1. Payment terms for the equipment shall be as below:

- i. 85% payment of equipment shall be made on delivery.
- ii. 5% after completion of 1st year of warranty.
- iii. 10% after completion of 2nd year of Warranty.

6.2. Payment terms for Repair and Service

- i. The entire repair Service for a year will be divided into four quarters.
- ii. After successful completion of the service in each quarter, 100% payment after making due adjustment towards SLA penalties shall be made based on the quarterly bills submitted.

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- iii. No advance payment for repair and service shall be made.
- 6.3. No payment will be made for goods rejected at the site on testing and if payment is made already it will be recovered from outstanding dues of bidder.
7. **Payment Authority** - CGM Circle, i.e. circle placing the PO shall be payment authority.
8. **Consignee:** The tendered item will be supplied as per the distributed quantities at "**BA Headquarter**" which will be intimated at the time of PO by respective circles. The payments will be made on the actual supplied equipment.
9. **General Conditions:**
- 9.1. BSNL reserves the right to accept or reject any proposal or to this process and reject all proposals, at any time prior to finalization of the tender without assigning any reason whatsoever and without thereby assigning any liability to the affected participant on the ground of BSNL's action(s).
- 9.2. Any effort by a company to influence the proposal comparison/evaluation/ work award decision by way of overt/covert canvassing shall result in non-consideration / rejection of its proposal.
10. **Award of work:** Kindly refer clause 6 of Section 4 Part B

Section 3 Part A**Scope of Work**

1. The tender is floated for Procurement of ONTs for provisioning of FTTH connections and EB circuits. The successful bidders shall supply the ONTs as per the Technical Specifications. The supplied OLTs under this contract shall be MTCTE Certified.
2. The ONTs to be offered/supplied by bidders should be compatible with all types of OLT makes (MTCTE Certified) working / being inducted in the BSNL Network. The successful bidder shall ensure the integration requirement of the ONT's with the OLTs working/being inducted in the BSNL network. The supplier shall offer the ONT for testing with different make and model to BSNL before commencing the delivery. The testing shall be carried in the field units jointly decided by BSNL and Vendor
3. The Bidder shall provide support to the Field officers /NoC in case of issues in the ONTs and also provide timely patches to address the security / operational issues faults. For This purpose a dedicated Engineer shall be provided by the vendor at Bangalore NOC
4. BSNL logo shall be printed on the ONTs as well as the packing boxes as per BSNL's design.
5. Warranty period for tendered items **will be two year** from date of supply of equipment / item by the Bidder.
6. Bidder shall provide the repair service for the supplied ONT for 3 years post warranty period. Bidder shall provide replacement for the faulty ONT as per warranty conditions.
7. All the equipment (hardware & Software) supplied shall handle both IPv4 and IPV6 traffic.
8. Entire supplied equipment shall be new and not refurbished.
9. During the contract period, if any new make of OLT is inducted in BSNL network, the supplier shall ensure the compatibility without any additional cost to BSNL.
10. BSNL will forecast the requirement of ONT on six monthly basis.

SECTION- 3 Part B**TECHNICAL SPECIFICATIONS**

The technical specifications for various types of ONT under this tender are as given below: - The detailed specifications for various types of ONTs as mentioned below shall prevail over the specifications of TEC GR wherever any conflict is there:

1. Technical Specifications of Single Band ONT:**1.1 Product description –**

- i. GPON Single Band ONT used in FTTH Telecom Network
- ii. The ONTs shall, provide (a) User Network Interface (UNI) towards the customer (b) Uplink (IF-PON) interfaces to uplink local traffic towards OLT. Adaptation function for specified UNIs shall also be integral part of the ONT blocks and (c) Shall be compatible with all make OLTs working in BSNL Network.

1.2 Conformity of the specification

- i. The OEM should ensure that the Intellectual Property Rights of the software should be in India only.
- ii. Functional and technical requirement of ONT shall comply with the latest & relevant ITU-T recommendations and as per **TEC GR no. TEC/GR/FA/PON-002/02/NOV-18 with all amendments**. In case of any conflict in interpretation of this GR, specifications of this tender supersede TEC GR.
- iii. As per Security advisory on Wi-Fi access point vide letter no. 19-88/2019-SA-Part(ii) dated June 01, 2023 issued by DOT, ONT should be NSDTS and MTCTE certified.
- iv. The proposed OEM should have their own MAC address from its Indian registered entity.
- v. The OEM should ensure that the Intellectual Property Rights of the software should be in India only

1.3 Physical Interface –

- i. One Uplink PON Port (SC/APC)
- ii. 1x POTS
- iii. Compliant 2.488 Gbps downstream and 1.244 Gbps upstream GPON system
- iv. IEEE 802.11 a/b/g/n Wi-Fi Interface with in-built implementation
- v. Antenna –Single band antenna
- vi. LAN Interface - 1 GE and 1 FE for Ethernet UNI Ports (RJ 45).
- vii. Operating temperature - 0 deg C to 55 deg C ambient air.
- viii. Humidity: 5% to 95% (non-condensing) relative humidity.
- ix. Optical wavelengths: 1490 +/-10nm receive, 1310 +/-20nm transmit
- x. Launch Optical Power: 0.5dBm to 5.0dBm
- xi. Receiver Sensitivity: <-28dBm
- xii. Optical Input Overload: >-8dBm
- xiii. MDI/MDIX auto-sensing and auto-negotiation
- xiv. Antenna gain: 5dBi
- xv. The primary power source for the ONTs shall be: Input 100-240V AC, 50/60Hz Output: 12V DC +/- 5%, The ONT adapter shall be designed to have protection against Power Transient, Surge and blow-outs. The ONT adapter shall be BIS approved.
- xvi. Reset button (recessed)
- xvii. Status LEDs (Power, Link, Auth, LAN, WLAN, and Internet)
- xviii. The ONT shall be compact, table top or wall mountable

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- xix. Environmental requirements: Should comply with environmental standard QM-333 'B2' category

1.4 Services Supported

- i. High speed data / Internet
- ii. Voice through in-built VOIP gateway.
- iii. IP Video & Data
- iv. In-built Wi-Fi support as per IEEE 802.11 a/b/g/n in the home.

1.5 Functional Requirements

- i. Layer 2 bridging support: The ONT shall support 64 MAC addressed & 16 VLAN.
- ii. Following capabilities shall be supported at UNI:
 - a. Flow control per 802.3x
 - b. IGMPv2/3 snooping (Optional)
 - c. IGMP filtering (Optional)
 - d. 128 Multicast group (Optional)
- iii. Bandwidth Management, congestion control & QoS:
- iv. For better quality of service support the ONT is required to support 802.1p bridging.
- v. Different scheduling methods can be applied e.g. strict priority & weighted round-robin. When p-bits are combined with VLAN ID for indicating QoS classes, the network elements should have the ability to queue in function of the VLAN ID.
- vi. Dynamic Bandwidth adjustment (DBA) shall be supported.
- vii. ONT Ethernet port shall be configurable to support the following frames:
 - a. Customer VLAN tagged frames.
 - b. Priority tagged frames.
 - c. Untagged frames.
 - d. 802.1p mode.
- viii. Should support special characters in the VoIP indicator field and accept IP/domain name as required in the SIP server fields.
- ix. The ONT shall be driverless unit for working on Ethernet interface i.e. No driver should be required to be installed in PC to make subscriber unit run. The unit configuration should be either through console or web console without requirement of any software loading done externally.
- x. The ONT shall be compatible with commercially available client software in Windows XP, Windows Vista, Windows 7 / 8 /10, Linux, Apple and Mac OS for Ethernet & Wireless interfaces.
- xi. The supplied ONT should be compatible with the PPPoE dialers inbuilt with various Operating Systems like MS Windows, Linux, Apple, Mac etc.
- xii. The ONT shall optionally have the provision to maintain log file (password, carrier detection, carrier loss etc.) with correct date and time stamp.
- xiii. The ONT shall be supplied with preconfigured settings taken by successful bidder/s from BSNL. Further the CPEs shall also be web configurable.
- xiv. Should allow username and password with special characters
- xv. ONT shall have logical port mapping functionality. Logical Port Mapping is sort of NATP (Network address translation with ports), allows to create a permanent translation entry that maps a private IP address & protocol port (TCP/UDP) of a LAN side machine to an IP address and protocol port (TCP/UDP) on a WAN interface of CPE. This logical port mapping shall be applied for inbound as well as outbound
- xvi. The ONT shall have on/off switch.
- xvii. The ONT shall support Serial Number or Password based activation and authentication.
- xviii. The ONT shall operate synchronously with the PON clock transmitted by the OLT.
- xix. The ONT should be compatible with the PPPoE dialers inbuilt with various Operating systems like MS Windows, Linux, MAC OS etc.

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xx. The ONT shall support Network Locking and TR069

1.6 Residential Gateways features

- i. IPv4, IPv6 and IPv4/IPv6 Dual-Stack is supported.
- ii. Supports DHCP server, NAT/NAPT and firewall
- iii. Supports DHCP client functionality so that the gateway obtains its IP configuration from the network
- iv. Supports TR-69 for its configuration.
- v. Supports DNS, DNS proxy and Dynamic DNS
- vi. Supports port forwarding and MAC address filters.
- vii. Supports Application Layer Gateways (ALG)
- viii. Supports basic diagnostic tools such as ping, trace route and counters.
- ix. Supports the feature of 'Parental Control'.
- x. VPN pas through
- xi. Built-in PPPoE support for HS

1.7 Management

- i. Should be manageable via OMCI channel
- ii. TR-069
- iii. SNMP/DHCP/TFTP
- iv. Management via web interface through PC connected to Eth interface
- v. Should support remote software firmware image upgrade/backup via TFTP/FTP/Web based
- vi. Should support storage of two software images
- vii. L2 switch and L3 routing gateway with port forwarding
- viii. AT and NAPT address translation
- ix. integrated stateful packet inspection (SPI) firewall with a configurable access control list (ACL)
- x. Shall support DHCP server for IP management
- xi. Built-in Diagnostic Function.
- xii. Built-in SIP IAD for GPON ONT.
- xiii. Monitor for Line speed (US/DS), Attenuation, noise margin, CRC, etc

1.8 Security

- i. The ONT shall comply with latest DoT's security guidelines
- ii. MAC address spoofing protection
- iii. MAC address filtering via ACL
- iv. IP and port filtering via ACL
- v. MAC/IP address port binding
- vi. DOS protection
- vii. MAC ADDRESS Limitation per port
- viii. Shall support Firewall feature
- ix. ONT's are ITU-T, G-9980 standard compliant
- x. ONT shall Support WPA2/WPA3 security feature
- xi. ONT Support multiple SSIDs and Wireless Multimedia (WMM) features.
- xii. ONT should support Firewall features with proper ACL configurations capability with a secure by default firmware

1.9 Wireless capabilities

- i. Supports IEEE 802.11 b/g/n wireless standard.
- ii. Supports 64-bit and 128-bit Wired Equivalent Privacy (WEP) feature.
- iii. Supports Wi-Fi Protected Access (WPA), including pre-shared key (WPA-PSK) and WPA.
- iv. Supports multiple SSIDs and Wireless Multimedia (WMM) features.

2. Technical Specifications of Dual Band ONT:

2.1 Product description –

- i. GPON Dual Band ONT used in FTTH Telecom Network,
- ii. The ONTs shall, provide (a) User Network Interface (UNI) towards the customer (b) Uplink (IF-PON) interfaces to uplink local traffic towards OLT. Adaptation function for specified UNIs shall also be integral part of the ONT blocks and (c) Shall be compatible with all make OLTs working in BSNL Network.

2.2 Conformity of the specification

- i. Functional and technical requirement of ONT shall comply with the latest & relevant ITU-T recommendations and as per **TEC GR no. TEC/GR/FA/PON-002/02/NOV-18 with all amendments**. In case of any conflict in interpretation of this GR, specifications of this tender supersede GR.
- ii. As per Security advisory on Wi-Fi access point vide letter no. 19-88/2019-SA-Part(ii) dated June 01, 2023 issued by DOT, ONT should be NSDTS and MTCTE certified.
- iii. The proposed OEM should have their own MAC address from its Indian registered entity.
- iv. The OEM should ensure that the Intellectual Property Rights of the software should be in India only.

2.3 Physical interface

- i. One Uplink PON Port (SC/APC)
- ii. Two Ethernet ports with 10/100/1000 Base-T Interface
- iii. One POTS
- iv. IEEE 802.11n and IEEE 802.11ac Wi-Fi Interface (5 dBi External Antenna)
- v. Operating temperature - 0 deg C to 55 deg C ambient air.
- vi. Humidity: 5% to 95% (non-condensing) relative humidity.
- vii. Optical wavelengths: 1490 +/-10nm receive, 1310 +/-20nm transmit
- viii. Launch Optical Power: 0.5dBm to 5.0dBm
- ix. Receiver Sensitivity: <-28dBm
- x. Optical Input Overload: >-8dBm
- xi. MDI/MDIX auto-sensing and auto-negotiation
- xii. Antenna gain: 5dBi
- xiii. The primary power source for the ONTs shall be: Input 100-240V AC, 50/60Hz Output:12V DC +/- 5%, 1A. The ONT adapter shall be designed to have protection against Power Transient, Surge and blow-outs. The ONT adapter shall be BIS approved.
- xiv. Reset button (recessed)
- xv. Status LEDs (Power, Link, Auth, LAN, WLAN, and Internet)
- xvi. The ONT shall be compact, table top or wall mountable
- xvii. Environmental requirements: Should comply with environmental standard QM-333 'B2' category

2.4 Service Supported

- i. High speed data / Internet
- ii. Voice through in-built VOIP gateway.
- iii. IP Video & Data
- iv. In-built Wi-Fi support as per IEEE 802.11 a/b/g/n/ac in the home.

2.5 Memory

- i. The ONT shall have minimum memory of 256MB Flash and 128 RAM.

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2.6 Functional Requirement

- i. Layer 2 bridging support: The ONT shall support 64 MAC addressed & 16 VLAN.
- ii. Following capabilities shall be supported at UNI:
 - a. Flow control per 802.3x
 - b. IGMPv2/3 snooping (Optional)
 - c. IGMP filtering (Optional)
 - d. 128 Multicast group (Optional)
- iii. Bandwidth Management, congestion control & QoS:
- iv. For better quality of service support the ONT is required to support 802.1p bridging.
- v. Different scheduling methods can be applied e.g. strict priority & weighted round-robin. When p-bits are combined with VLAN ID for indicating QoS classes, the network elements should have the ability to queue in function of the VLAN ID.
- vi. Dynamic Bandwidth adjustment (DBA) shall be supported.
- vii. ONT Ethernet port shall be configurable to support the following frames:
 - a. Customer VLAN tagged frames.
 - b. Priority tagged frames.
 - c. Untagged frames.
 - d. 802.1p mode.
- viii. Should support special characters in the VoIP indicator field and accept IP/domain name as required in the SIP server fields.
- ix. The ONT shall be driverless unit for working on Ethernet interface i.e. No driver should be required to be installed in PC to make subscriber unit run. The unit configuration should be either through console or web console without requirement of any software loading done externally.
- x. The ONT shall be compatible with commercially available client software in Windows XP, Windows Vista, Windows 7 / 8 /10, Linux, Apple and Mac OS for Ethernet & Wireless interfaces.
- xi. The supplied ONT should be compatible with the PPPoE dialers inbuilt with various Operating Systems like MS Windows, Linux, Apple, Mac etc.
- xii. The ONT shall optionally have the provision to maintain log file (password, carrier detection, carrier loss etc.) with correct date and time stamp.
- xiii. The ONT shall be supplied with preconfigured settings taken by successful bidder/s from BSNL. Further the CPEs shall also be web configurable.
- xiv. Should allow username and password with special characters
- xv. ONT shall have logical port mapping functionality. Logical Port Mapping is sort of NATP(Network address translation with ports), allows to create a permanent translation entry that maps a private IP address & protocol port (TCP/UDP) of a LAN side machine to an IP address and protocol port (TCP/UDP) on a WAN interface of CPE. This logical port mapping shall be applied for inbound as well as outbound
- xvi. The ONT shall have on/off switch.
- xvii. The ONT shall support Serial Number or Password based activation and authentication.
- xviii. The ONT shall operate synchronously with the PON clock transmitted by the OLT.
- xix. The ONT should be compatible with the PPPoE dialers inbuilt with various Operating systems like MS Windows, Linux, MAC OS etc.
- xx. The ONT shall support Network Locking and TR069

2.7 Residential Gateways features

- i. IPv4, IPv6 and IPv4/IPv6 Dual-Stack is supported.
- ii. Supports DHCP server, NAT/NAPT and firewall
- iii. Supports DHCP client functionality so that the gateway obtains its IP configuration from the network
- iv. Supports TR-69 for its configuration.
- v. Supports DNS, DNS proxy and Dynamic DNS

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- vi. Supports port forwarding and MAC address filters.
- vii. Supports Application Layer Gateways (ALG)
- viii. Supports basic diagnostic tools such as ping, trace route and counters.
- ix. Supports the feature of 'Parental Control'.
- x. VPN pas through
- xi. Built-in PPPoE support for HSI

2.8 Management –

- i. Should be manageable via OMCI channel
- ii. TR-069
- iii. SNMP/DHCP/TFTP
- iv. Management via web interface through PC connected to Eth interface
- v. Should support remote software firmware image upgrade/backup via TFTP/FTP/Web based
- vi. Should support storage of two software images
- vii. L2 switch and L3 routing gateway with port forwarding
- viii. AT and NAPT address translation
- ix. Integrated stateful packet inspection (SPI) firewall with a configurable access control list (ACL)
- x. Shall support DHCP server for IP management
- xi. Built-in Diagnostic Function.
- xii. Built-in SIP IAD for GPON ONT.
- xiii. Monitor for Line speed (US/DS), Attenuation, noise margin, CRC, etc.

2.9 Security –

- i. The ONT shall comply with latest DoT's security guidelines
- ii. MAC address spoofing protection
- iii. MAC address filtering via ACL
- iv. IP and port filtering via ACL
- v. MAC/IP address port binding
- vi. DOS protection
- vii. MAC ADDRESS Limitation per port
- viii. Shall support Firewall feature
- ix. ONT's are ITU-T, G-9980 standard compliant
- x. ONT shall Support WPA2/WPA3 security feature
- xi. ONT Support multiple SSIDs and Wireless Multimedia (WMM) features.
- xii. ONT should support Firewall features with proper ACL configurations capability with a secure by default firmware

2.10 Wireless Capability

- xiii. Supports IEEE 802.11 b/g/n/ac wireless standard.
- xiv. Supports 64-bit and 128-bit Wired Equivalent Privacy (WEP) feature.
- xv. Supports W-iFi Protected Access (WPA), including pre-shared key (WPA-PSK) and WPA.
- xvi. Supports multiple SSIDs and Wireless Multimedia (WMM) features.

3. TR069 Requirements for single and Dual Band ONT's

- 3.1 The ONT's shall meet the requirements for CPE Wan Management Protocol (CWMP) as per TR069 standards
- 3.2 All attributes/paths as per the TR069 standard profile shall be available in the ONT's
- 3.3 Additional attributes/paths as specified further in this document, if not present in the standard TR069 profile shall be available under a separate group named BSNL.

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- 3.4 The ONT's shall support Network locking i.e. it shall be possible to configure the following domains only from the ONT
- ftth.bsnl.in
 - tr69.in
- 3.5 It shall be possible to add VPN domains into the group depending upon the requirement through TR069 ACS
- 3.6 The ONT shall code the following TR069 parameters of BSNL into the ONT

Default ACS Parameters		
#	PATH	VALUE
1	ACS URL	http://acs.bsnl.in:7547
2	ACS User Name	acs
3	ACS Password	acs@bsnl
4	Informing Interval	300
5	Enable Periodic Informing	Enabled

- 3.7 After any software upgradation, the ONT shall come up with the original configuration including the network locking. There shall not be any requirement of hard reset for the new firmware to take into effect
- 3.8 The following attributes shall be available through the standard paths/attributes
- Optical receive power
 - All service creation parameters including VLAN
 - All Wi-Fi parameters
 - IPv6 parameters
 - Memory – total, usage
 - Temperature
- 3.9 The ONT shall have BSNL specific attribute for the following parameters
- Connected devices list
 - Connected devices receive power levels(RSSI)
 - Connected devices data rate, data usage volume from last reboot
 - Connected devices bandwidth

- 4. ONT without the voice Port** – BSNL may also opt for placing the order for Single and Dual antenna ONT as per above specifications without having voice port. Price of the non-voice ONT shall be paid INR 100 less than the PO price of Single and Dual band ONT respectively.

Section 3 part C**Schedule of Requirement (SOR)**

S No	Item	Unit	Quantity
1	Single Band ONT	Per unit	15 lakh
2	Dual Band ONT	Per unit	Approximate requirement of Dual Band & Single Band ONTs will be 10 Lakhs and 5 lakhs respectively.
3	Comprehensive Repair	Per ONT	For 3 years, after warranty period

- 1.1 Only the anticipated drawl is mentioned without any commitment, beyond 50% quantity during the period of contract.
- 1.2 The purchaser is entitled to place supply orders up to the last day of the validity of the contract and, though supplies against such supply orders will be effected beyond the validity period of the contract, all such supplies will be guided by the terms & conditions of the contract.
- 1.3 **Single Band ONT Price** – Price of Single Band shall be paid @60% of the PO price of Dual band ONT respectively.
- 1.4 Bidder shall furnish the detailed Bill of Material (BOM) for each SOR item mentioned above, if applicable. The detailed Bill of Material should clearly mention all the components including quantities, and other accessories like adapter cable etc constituting the SOR item including consumable items and accessories.
- 1.5 Bidder shall provide comprehensive repair service for 3 Years after completion of two year of warranty period. Repairing charges after warranty shall be fixed at @ 20% of net Basic cost (Without FFPI & without GST) discovered of ONT. Number of ONT repaired shall not exceed 10% of the procurement quantity per annum post warranty period. Beyond 10% the vendor shall provide the repair services at his own cost.
- 1.6 The bidder must include and quote for all the required Hardware, Software, License and Subscription components. 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 that component free of cost.
- 1.7 All updates, version upgrades, subscription feeds, remote and on-site configuration support will have to be made available without any additional costs during the warranty period and the repair period. In case of onsite configuration support if situation so demands for services restoration and continuity, then same shall be provided by bidder as a part of warranty/repair Obligation

Section 4 Part A
GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1. DEFINITIONS:

- a) **"The Purchaser"** means the CMD, Bharat Sanchar Nigam Ltd. (BSNL), New Delhi
- b) **"The Bidder"** means the individual, company or firm who participates in this tender and submits its bid.
- c) **"The Supplier"** or **"The Vendor"** means the individual, company or firm supplying the goods under the contract.
- d) **"The Goods"** means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- e) **"The Advance Purchase Order"** or **"Letter of Intent"** means the intention of Purchaser to place the Purchase Order on the bidder.
- f) **"The Purchase Order"** means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as **"Contract"** appearing in the document.
- g) **"The Contract Price"** means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- h) **"Validation"** is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- i) **"Telecom Service Provider"** means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators.
- j) **"Successful bidder(s)"** means the bidder(s) to whom work in this tender is awarded.
- k) **"Original Equipment Manufacturer"** or **"OEM"** for the purpose of this tender means a company who is manufacturing the equipment or getting it manufactured through contract manufacturer, based on either its own design/ know-how or design/ know-how of any other company/ organization, but not trader.
- l) **GST Act** - The term 'GST Act' shall include Central Goods and Service Tax Act, 2017 (CGST), State Goods and Service Tax Act, 2017 (SGST), Integrated Goods and Service Tax Act, 2017 (IGST), Union Territory Goods and Service Tax Act, 2017 (UTGST), Rules and any other GST related legislation in India
- m) **GST** - For the purpose of this agreement, the term 'GST' shall include Goods and Service Tax under Central Goods and Service Tax Act, 2017 (CGST), State Goods and Service Tax Act, 2017 (SGST), Integrated Goods and Service Tax Act, 2017 (IGST), Union Territory Goods and Service Tax Act, 2017 (UTGST) and any other taxes levied under the GST related legislation in India, as may be applicable.

2. ELIGIBILITY CRITERIA:

- 2.1 Refer to Clause 4 of Detailed NIT (Section 1)

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3. COST OF BIDDING

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

4. DOCUMENTS REQUIRED

- 4.1 The goods required to be supplied; bidding procedures and contract terms and conditions are prescribed in the Bid Documents.
- 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. CLARIFICATION OF BID DOCUMENTS

- 5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing through email as indicated in the DNIT i.e. Section-1. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives within date stipulated in Section-1 of TE. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be uploaded BSNL website & e-tender portal for information to all the prospective bidders who have downloaded the official copy of tender documents.
- 5.2 The format in which the queries are to be sent via E-mail (soft copy in Excel format) is as under:

S. No.	Section	Clause	Page no.	Brief Description of the clause	Bidder query

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

Prospective Bidders are requested to add the NIT on CPPP (when configured) to list of favourites so that they may get alert for all updates

6. AMENDMENT OF BID DOCUMENTS

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

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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.
- b. Bid Security furnished in accordance with clause 12.
- c. A Clause by Clause compliance as per clause 11.2 (c)
- d. A Bid form and price schedule completed in accordance with clause 8 & 9.
- e. Compliance to the technical Specifications given in Section-3 Part-B.

8. BID FORM

The bidder shall complete the bid form and appropriate Price schedule furnished in the Bid documents, indicating the goods to be supplied, brief description of the goods, quantity and prices as per section-9.

9. BID PRICES

9.1 The bidder shall give quote values in INR upto two decimal places as per the price schedule given in Section 9 Part B.

9.2 Prices indicated as in the Price Schedule shall be entered in the following manner:

- (i) The Basic Unit price (Ex-Factory Price) of the goods, Freight, Forwarding, Packing, Insurance, GST(CGST, SGST, IGST) on Freight already paid or payable by the supplier shall be quoted separately, item wise.
- (ii) The supplier shall quote as per price schedule given in Section 9 for **all the items** given in schedule of requirement.

9.3 A bid submitted with an adjustable price quotation will be treated as non - responsive and rejected.

9.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of equipment/system offered.

9.5 The price approved by BSNL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in clause 9.1 subject to other terms and condition as stipulated in clause 22.2 of Section 4 Part A. and clause 11 of Sec-5 Part A of Bid-document. Unloading charges at the consignee end shall be borne by the supplier and no separate charges shall be paid for transportation to individual sites for installation.

9.6 The freight by sea for transportation of equipment/Stores from the nearest port in the main land to Andaman & Nicobar Islands will be reimbursed to the supplier at the concessional rates levied by Ministry of Water and Surface Transport on production of proof.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

10.1 The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, all the documents whichever are required as per the eligibility & other terms and conditions under Section-1 of the Tender Enquiry—~~Bid~~ Documents. Following is an indicative list only.

- a) Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
- b) Type Approval Certificate given by Telecom Engineering Centre (TEC)/ TSEC issued by the Quality Assurance Circle of BSNL or proof of having applied for TSEC (copy of

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- QA registered Form QF 103 be attached).
- c) Additional documents to establish the eligibility and qualification of bidder as specified in Section-1 and Section-4 Part B.
 - d) Power of Attorney as per clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per clause 14.3 (b) or (c).
 - e) Documentary proof of GST registration.
 - f) Undertaking duly signed by front bidder and its technology/ consortium partner stating that both of them shall be liable for due performance of the contract jointly and severally. Further, OEM partner shall be liable for due performance of contract jointly and severally but limited to their scope of contract.
 - g) Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 33.
 - h) Certificate of incorporation.
 - i) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
 - j) List of all Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence.
 - k) Registration certificate from State Director of Industries or from Secretariat for Industrial Assistance (SIA), Ministry of Industries, Government of India.(for manufacturing Units)
 - l) Approval from Reserve Bank of India/ SIA in case of foreign collaboration for manufacturing tendered equipment.
 - m) Certificates regarding Make in India products as applicable under Section-4 Part-B.
 - n) Certificates regarding bidder/OEM not from a country which shares land border from India as applicable under Section-4 Part-B.
 - o) Any other certificate(s) as per the Tender requirements.
- 10.2 Documentary evidence for financial and technical capability (as per the eligibility criteria)
- a) The bidder shall furnish audited Annual Report and /or a certificate from its bankers to assess its solvency/financial capability.
 - b) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.
- 10.3 In order to enable the Purchaser to assess the proven-ness of the system offered, the bidder shall provide documentary evidence regarding the system being offered by him.
- 10.4 A signed undertaking from Authorized Signatory of the bidder that shall certify that all components/ parts/ assembly/ software used in the Desktops and Servers like Hard disk, Monitors, Memory etc. shall be original, new components/ parts/ assembly/ software and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used.
- 10.5 For supply of any software i.e. operating system or any applications software the bidder should submit a Certificate Of Authenticity (COA), signed by Authorized Signatory stating that all Software supplied are authentic and legal copy is/ are being supplied.
- 10.6 Documentary evidence/ Declaration to the effect that the type of software to be utilized in the system/ equipment i.e. Packaged/ Canned OR Customized shall be furnished by the bidder. In case of Packaged/ Canned, the portion of value which represents

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consideration paid or payable for transfer of right to use such goods subject to provisions laid down in Central Excise/Custom Notifications”.

11. DOCUMENTS ESTABLISHING GOOD'S CONFORMITY OF BID DOCUMENTS

- 11.1 Pursuant to clause 7, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid Documents of all goods and services which he proposes to supply under the contract.
- 11.2 The documentary evidences of the “goods and services” conformity to the Bid Documents, may be, in the form of literature, drawings, data etc. and the bidder shall furnish :
- a. A detailed description of goods with essential technical and performance characteristics;
 - b. a list, giving full particulars including available sources and current prices of all spare parts, special tools, etc., necessary for the proper and continuous functioning of the goods for 2 year warranty and 3 year Repair Contract period following commencement of use of the goods by the purchaser, and
 - c. a clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Section-3, Section 4 and General (Commercial) Conditions & Special (Commercial) Conditions (Section- 5 Part A, B & C) shall not be considered.
- 11.3 For the purpose of compliance to be furnished pursuant to the clause 11.2(c) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the `brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

12. BID SECURITY/EMD

- 12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(NIT).
- 12.2 The MSE (Micro and Small) bidders are exempted from payment of bid security, subject to following conditions:
- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
 - b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
 - c) MSE unit is required to submit its monthly delivery schedule.
 - d) If a vender 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.
 - e) Medium Enterprises shall not be eligible as per Sub-clauses 12.2 (a) to (d) above
- 12.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.
- 12.4 A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders and returned to the bidder unopened(for manual bidding process)

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12.5 The bid security may be forfeited:

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

Note: – the bidder shall mean individual company firm or the front bidder and its technology / consortium partner as applicable vide eligibility conditions.

13. PERIOD OF VALIDITY OF BIDS

- 13.1 Bid shall remain valid for period specified in clause 2 of Tender information (Section -2) from the date of opening of bids prescribed by the purchaser. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- 13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

14. FORMAT AND SIGNING OF BID

- 14.1 The bidder shall submit his bid, online (in case of e-tendering) & through sealed envelopes physically (in case of tenders with manual bidding process), complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature (in case of e-tendering) & by hand signatures (for manual bidding process), by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

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

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

14.3 **Power of Attorney**

- a. The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- b. The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate. 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

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- 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.

15. SEALING AND MARKING OF BIDS

- 15.1 The bid should be submitted as per Clause 3 of tender information.
- 15.2 The bids shall be called under Single Stage Bidding & Two Envelope System
- 15.3 In Single stage bidding & two electronic envelopes system, the bidder shall submit his bid in two envelopes;
 - a) The First envelope will be named as Techno-commercial bid. This envelope will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions as per clause 2 & 10 with Bid Security as per Clause 12. Second envelope will be named as Financial bid containing Price Schedules as per Section 9 Part B.
 - b) The envelopes for offline documents shall be addressed to the purchaser inviting the tender.
 - c) The Purchaser Address shall be:

DGM (MMT),
Bharat Sanchar Nigam Limited (Corporate Office),
2nd Floor, Bharat Sanchar Bhawan,
Janpath, New Delhi-110001.
 - d) The envelope shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
 - e) The inner and outer envelopes shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
 - f) Envelope should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on above mentioned address (address is given in Clause 15.2 (a) above). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.
 - g) Bids delivered in person on the day of tender opening shall be delivered upto specified time & date as stated in NIT to AGM(MMT)/DM (MMT) [in case of tenders invited by MMT section of BSNL C.O.] / concerned officer to be specified by tendering authority [In case of tenders invited from other units of BSNL CO. / Circles/ SSA of BSNL] at the venue (address is given in clause 15.2 (a) above). The purchaser shall not be responsible if the bids are delivered elsewhere.

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h) Venue of Tender Opening:

In case of Tenders invited by MMT section of BSNL, C.O., tenders will be opened in Meeting Room, 2nd Floor, Bharat Sanchar Bhawan, Janpath, New Delhi-110001 at specified time & date as stated in NIT.

If due to administrative reasons, the venue of Bid opening is changed, it will be displayed prominently on Meeting Room, 2nd Floor, Bharat Sanchar Bhawan and notice board on 2nd Floor, Bharat Sanchar Bhawan) [in case of tenders invited by MMT section of BSNL C.O.] & at a place notified by other section of BSNL CO / Circle/SSA [In case of tenders invited from other sections of BSNL CO / Circles/ SSA of BSNL].

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

16. SUBMISSION OF BIDS

- 16.1 Bids must be submitted by the bidders on or before the specified date & time indicated in Clause 6 of Section-I i.e. DNIT.
- 16.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.
- 16.3 The bidder shall submit its bid offer against a set of bid documents purchased by him for all or some of the systems/ equipment as per requirement of the Bid Documents. He may include alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.

17. LATE BIDS

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

18. MODIFICATION AND WITHDRAWAL OF BIDS

- 18.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.
- 18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated as per clause 15.
- 18.3 No bid shall be allowed for modification subsequent to the deadline for submission of bids.

19. OPENING OF BIDS BY PURCHASER

- 19.1 The purchaser shall open bids online (in case of e-Tenders) or physically (in case of manual bidding process) in the presence of the authorized representatives of bidders online (in case of e-Tenders) or physically present (in case of e-Tenders as well as manual bidding process) who chose to attend, at time & date specified in Clause 7 of D NIT (Section-1) on due date.

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- 19.2 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.
- 19.3 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 19.4 Name of envelopes to be opened & information to be read out by Bid Opening Committee
- i. In Single stage bidding & two envelopes system; the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids in this case & sealed financial bids will be handed over to DGM (MMT), BSNL, CO./ Other section in BSNL, CO./ 'MM' cell in circle/ SSA offices (as applicable) for retention.
 - ii. Thereafter the CET will evaluate Techno-commercial bids & the report of CET will be approved by competent authority. The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno commercially eligible bidders/ authorized representatives by sending them a suitable notice.
- 19.5 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, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.
- 20.2 If any of the document required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However, the purchaser at its discretion may call for any clarification regarding the bid document within the stipulated time period. In case of non-compliance to such queries, the bid will be outrightly rejected without entertaining any 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 the documents have been properly signed and whether the bids are generally in order.
- 21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. In case the unit price quoted in column 12 does not tally with its breakup quoted in col. 4, 6, 8, 10 & 11, the same shall be corrected by summing up the breakups. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser.

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- 21.3 In case items with same nomenclature for the same capacity is quoted with different price in the Price Schedule/SoR, the lowest among the items same nomenclature shall be paid for all such items.
- 21.4 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.
- 21.5 Prior to the detailed evaluation pursuant to clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.6 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.7 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- 22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods offered along with all applicable Taxes, packing Forwarding Freight & Insurance charges etc. as arrived in Col. 16 of Price schedule in Section 9 Part-B (Indigenous items) and Col 22 of Price schedule in Section 9 Part-B Part-II (Imported items) of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above but excluding taxes which are creditable to BSNL. Further, the bidder is also required to mention the taxes(if any) applicable on the movement of Goods.
 - a) Duties, taxes & Cesses for which the firm has to furnish GST Challans / Tax Invoices will be indicated separately in the PO / APO.
 - b) Suppliers should furnish the correct HSN / SAC classification /Customs tariff Head in the price Schedule. If the credit for the 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 suppliers will be liable to refund such non-admissible amount, if already paid, along with penalty and interest if charged by the concerned authority.
 - c) In case the Duties ,Taxes and Cesses which are not eligible for input tax credit as per the quotes indicated in the price schedule by the suppliers and subsequently at any stage it is found that Credit for such Duties ,Taxes and Cesses is admissible as per provision of GST law, then the suppliers will be liable to refund the amount equivalent of such Duties ,Taxes and Cesses if already paid to them provided the credit can be claimed within the time prescribed under the applicable legislation and BSNL has all documents to claim such credit. The refund is also subject to the bidder performing necessary act for enabling BSNL to claim the credit viz. upload the information on GSTN. However, the purchaser may allow the supplier to submit necessary documents in this

regard which may enable the purchaser to avail the input tax credit provided such credit is still available for the amount so paid as per provision of GST law.

- d) The purchaser 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 where the HSN or SAC classification/ 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.
- e) If the supplier fails to furnish necessary supporting documents i.e. Tax 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
- f) If the supplier 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 supplier.
- g) If the supplier 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 Cesses will be deducted from the payment due to the supplier.

23. CONTACTING THE PURCHASER

- 23.1 Subject to Clause 20, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 23.2 Any effort by a bidder to modify his 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

- 24.1 The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved/ validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 24.2 The ordering price of any bidder shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in Govt. duties/taxes within scheduled delivery date (SDD), the unit prices with applicable revised duties/taxes will be paid to suppliers irrespective of their ranking viz.L1/ L2/ L3etc. keeping other levies & charges unchanged.

25. PURCHASER'S RIGHT TO VARY QUANTITIES

- 25.1 BSNL reserves the right to increase or decrease up to 50% 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 APO.
- 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 twenty four months from the date of acceptance of first APO 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

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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 venders, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender /contract within a period of twenty four months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.

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

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

27. **ISSUE OF ADVANCE PURCHASE ORDER**

- 27.1 The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into contract with the bidder.
- 27.2 The bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance security in conformity with the proforma provided with the bid document at Section-7B.

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**

The supplier shall have Quality Management System supported and evidenced by the following:

- a) A Quality Policy.
- b) A management representative with authority and responsibility for fulfilling QA

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requirements and for interfacing with purchaser in the matters of Quality.

- c) Procedure for controlling design/ production engineering, materials, choice of components/vendors, manufacturing and packaging process for supplying quality products.
- (d) System of Inward Good Inspection.
- (e) System to calibrate and maintain required measuring and test equipment.
- (f) System for tracing the cause for non-conformance (traceability) and segregating product which don't conform to specifications.
- (g) Configuration management and change-control mechanism.
- (h) A quality plan for the product.
- (i) Periodical internal quality audits.
- (j) A 'Quality Manual' detailing the above Or infrastructure assessment certificate and Type Approval Certificate (TAC)/ Technical Specifications Evaluation Certificate (TSEC) issued by "QA Circle" shall be furnished.

31. **REJECTION OF BIDS**

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

- a. Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
- b. Clause 2 & 10 of Section-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 (c) of Section-4 Part A: If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
- d. While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
- e. Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.
- f. Section-4 Part A clause 9.5 on discount which is reproduced below:-

"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account"

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- 31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-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.
- 31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.
- 31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.
32. **ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT.**
- 32.1 In case of default by Bidder(s)/ Vendor(s) such as
- Does not supply the equipment in time;
 - Equipment does not perform satisfactory in the field in accordance with the specifications;
 - Or any other default whose complete list is enclosed in Appendix-1.
 - Purchaser will take action as specified in Appendix-1 of this section.
33. Near Relationship Certificate:
- 33.1 The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. In case of proprietorship firm, certificate will be given by the proprietor. For partnership firm, certificate will be given by all the partners. In case of Limited Company, certificate will be given by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. **Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled** and Bid Security will be forfeited at any stage whenever it is

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noticed and BSNL will not pay any damage to the company or firm or the concerned person.

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

33.3 The near relatives for this purpose are defined as:-

(a) Members of a Hindu undivided family.

(b) They are husband and wife.

(c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

33.4 Please refer to the Performa enclosed in Section 6 Part(B).

34. **Verification of Document and Certificates**

34.1 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.

34.2 A successful bidder shall have to furnish originals of all documents of their eligibility criteria documents (submitted with bid) for verification by BSNL and issue of PO shall be subject to satisfactory verification.

34.3 If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action as per Clause-1 of Appendix-1 of this section.

35. **Security Clause as per latest guidelines and requirement**

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. Successful Bidder shall be required to sign a security agreement with BSNL as required by DoT.

Appendix-1 to Section 4 Part A

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor. 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.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD and/or PBG;	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.
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	iv) If PBG is found fake & EMD is submitted, then EMD will be forfeited.
	and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	
	Note :- 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 GST, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	(i) If detection of default is prior to award of APO	i) Rejection of Bid & ii) Forfeiture of EMD. 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

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		invited by BSNL for upto three years from date of issue of banning order.
	(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)	i) Cancellation of APO, ii) Rejection of Bid & iii) Forfeiture of EMD. 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
	(iii) If detection of default after receipt of PG/ SD (DD,BG etc.) .	i) Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned. iv) 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
	(iv) If detection of default after issue of PO/ WO	i) Termination/ Short Closure of PO/WO and Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned. 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.	

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2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	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.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.

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5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	<p>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</p> <p>ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) and undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	<p>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</p> <p>ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) and undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle.</p>
6	Submission of claims to BSNL against a contract	<p>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.</p> <p>ii) Banning of Business for 3 years from date of issue of banning order or till the date</p>
	(a) for amount already paid by BSNL .	
	(b) for Quantity in excess of that supplied by Vendor to BSNL.	

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	c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	of recovery of over payment in full, whichever is later.
	Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years 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.
	a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
7 contd.	b) Disrupts/ Sabotages functioning of the BSNL network equipment's such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipment's 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.
	c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	
	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	
	e) undertakes any action that affects/ endangers the security of India.	

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8	<p>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.</p>	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
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S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
9	<p>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>	<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>

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		<p>v) In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) inspite of order of Arbitrator.	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p> <p>iii) Take legal recourse i.e. filing recovery suite in appropriate court.</p>
	b) inspite 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	The following cases may also be considered for Banning of business:	i) Banning of business for 3 years which implies Barring further dealing with the

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	(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.	vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	
	(c) If the vendor/ supplier fails to submit required documents/ information, where required.	
	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	
Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
Note 8:-In case of clash between any other guidelines & provision of invited tender, the above provisions shall prevail over those other guidelines.		
Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.		

Section 4 Part B
SPECIAL INSTRUCTIONS TO BIDDERS

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

1. Preference to Make In India products

1.1 Purchaser reserves the right for providing Preference to Make in India products in accordance with Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry letter no. P-45021/2/2017-PP(BE-II) dated 16th Sept, 2020 [Public Procurement (Preference to Make in India), Order 2017- Revision] along with relevant references from earlier letters, DPIIT Order No. P-45021/2/2017-B.E.-II dated 04-06-2020, dated 15-06-2017, Order dated 28-05-2018, Order Dated 29-05-2019 etc along with latest guidelines & amendments, if any. Ministry of Finance, Department of Expenditure F. No. 6/18/2019-PPD dated 23rd July, 2020 along with relevant letters/ amendments (if any) shall also be applicable.

1.2 Verification of local content

- a) The 'Class-I local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class-I local supplier, as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b) The 'Class-I local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- d) A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

2. Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017]:

2.1 Any bidder from a country which shares a land border with India shall be eligible to bid in this tender only if the bidder is registered with the Competent Authority. Any OEM from a country which shares a land border with India will be eligible to participate as OEM in this tender only if the OEM is registered with the Competent Authority.

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3. Tender Evaluation

- 3.1 The evaluation methodology is as per Section-4 Part A clause-21 & 22 of the Tender Document. Further, the Bid shall be evaluated as a package quoted by the Bidders for various equipment, services etc.
- 3.2 Financial bids of all bidders shall be evaluated after opening of financial bids and then whosoever quotes lowest will be lowest evaluated bidder i.e. L-1 bidder.
- 3.3 The price of various components detailed in the SoR shall be evaluated. All those items which respective Bidders consider essential for functioning of ONT and have not been indicated in SOR items shall be quoted by the bidder under the heading "any other item" in the price schedule. It is the responsibility of Bidder to indicate the quantities to be ordered for the project execution and it shall also form part of evaluation of total package

4. Deleted**5. Loading**

- 5.1 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.
- 5.2 Cases in which the bidder has quoted for less quantity for any of the items than indicated in the SoR of the tender document, then the price bid shall be loaded to the extent of the difference in quantity of the item to meet the full requirement of the SoR on a pro-rata basis for the purpose of evaluation & ordering.
- 5.3 No de-loading of the bid is envisaged, if the quoted quantity in the bid is higher than that requested in the tender for the purpose of evaluation.
- 5.4 Offer to the L1 bidder(s) after correcting the arithmetical errors and effecting change in unit prices due to loading shall not tantamount to counter offer. If not accepted by the bidder, then he/ she shall be liable to be barred from participating in future tenders/ EOIs/ RFPs of BSNL for a period of two years.

6. Distribution of quantity:

- 6.1 Among all technically qualified bids, the lowest evaluated price will be termed as L1 and the rest of the bids shall be ranked in ascending order of evaluated price, as L2, L3, L4 and so on.
- 6.2 The quantity shall be divided in a 70:30 ratio between the L1 and L2 bidders
- 6.3 25% quantity is reserved for procurement from MSEs including SC/ST & women owned MSEs, quoting within 15% of L-1 rates as per Public Procurement Policy Order 2012 for MSEs. For this quantity, only the lowest quoting MSE shall be considered.
- 6.4 Department of Expenditure, Ministry of Finance guidelines on '**Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017** notified vide O.M. No. No.F.1/4/2021-PPD dated 18.05.2023, and the same Circulated by DPE vide O.M. No. DPE/3(3)/10-Fin. Dated 29.05.2023, for divisible works shall be applicable for the tender. Preference will be given to bidders with Class-I Local category bids. Bidders shall

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have to submit declaration in respect of Local Content (LC) in Form-1, duly certified by Cost Accountant/ Cost auditor. Clarifications issued by DPIIT w.r.t. exclusion of cost of services quoted in bid for the purpose of calculation of LC, shall be followed.

- 7.** Minimum quantity to be quoted: Bidder shall have to quote for the 100% of the tendered quantity.
- 8.** 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.
PO shall be issued only after clearance for the offered ONTs from Trusted Telecom Portal/ NSCS, as a trusted product.

SECTION – 4 PART C**E-TENDERING INSTRUCTIONS TO BIDDERS**

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

- 1.1 Bidders are required to enrol 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 Enrolment" on the CPP Portal which is free of charge.
- 1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.3 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.
- 1.4 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.
- 1.5 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.
- 1.6 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

- 2.1 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.
- 2.2 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 / email in case there is any corrigendum issued to the tender document.
- 2.3 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

- 3.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 3.2 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.
- 3.3 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

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reducing size of the scanned document.

- 3.4 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, audit or 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

- 4.1 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.
- 4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4.3 Bidder has to select the payment option as "offline" to pay the tender fee / EMD ,as applicable and enter details of the instrument.
- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.9 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 and

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- a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 4.10 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
- 5.3 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)

Section 5 part A**GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT (GCC)****1. APPLICATION**

The General Conditions of Contracts provide the terms and conditions applicable to the Supplier for the supply of Goods and the provision of Services.

2. STANDARDS

The Goods and Services supplied under the Contract shall conform to the standards prescribed in the Technical Specifications mentioned in Section-3.

3. PATENT RIGHTS

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods and/or Services or any part thereof supplied under the contract.

4. PERFORMANCE SECURITY

4.1 All suppliers shall furnish performance security to the purchaser for an amount equal to **3%** of the value of Advance Purchase Order (APO) within 14 days from the date of issue of Advance Purchase Order by the Purchaser.

4.2 Without prejudice to its rights of any other remedy, BSNL shall en-cash/forfeit the PBG in case of any breach of terms and conditions of the Agreement 'or' in case of failure to provide the ONTs and associated services as per the agreed schedule & parameters 'or' failure to comply with the content related laws including IPR/copy rights on the part of the bidder 'or' in case of loss or damage caused to or would be caused to or suffered by BSNL by reason of breach 'or' renewal of PBG.

4.3 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank or Insurance Surety Bond issued by Indian Insurance Companies and in the proforma provided in 'Section-7 B of this Bid Document valid for **period of 6 years**. Performance Security may also be furnished in form of DD/RTGS as per Bank details provided in Section-1 of this document.

4.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

4.5 No interest on Performance Security (submitted in the form of DD/PBG/ Insurance Surety Bond) amount shall be payable by BSNL.

4.6 Above PBG/ Insurance Surety Bond will be in favour of DGM (MMP) BSNL Corporate Office".

The Bank Guarantee/ Insurance Surety Bond towards PERFORMANCE SECURITY as stipulated in Clause-4 of Section -5 Part-A shall be furnished (in the format indicated at [7 (B) at Section -7] duly issued by a Scheduled Bank, in favour of the Purchaser, on prescribed Non-Judicial Paper with stamp of proper value and should contain full address of the issuing branch of the Bank and its regional/controlling office with code

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numbers, official seal with designation/ signature, Telephone Number/Email Id (Email Id is mandatory).

5. INSPECTION AND TESTS

- 5.1 The Purchaser or its representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.
- 5.2 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification / requirements free of cost to the purchaser.
- 5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the equipment and accessories on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in clause 5.4 below.
- 5.4 If any equipment or any part thereof, before it is taken over under clause 5.5, is found defective or fails to fulfill the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of equipment as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.
- 5.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking Over Certificate. The inspector /ultimate consignee shall not delay the issue of any "taking Over Certificate" contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding six months. The Taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, BCPC (Bills Copy Payable Challan) shall be equivalent to "Taking Over Certificate", issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty obligation. BCPC in respect of last consignment against the purchase order will be equivalent to "Taking Over Certificate".
- 5.6 Nothing in clause 5 shall in any way release the Supplier from any warranty or other obligations under this contract.

6. DELIVERY AND DOCUMENTS

- 6.1 Delivery of the goods and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special

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conditions of contracts, and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.

- 6.2 The delivery of the goods and documents shall be completed within time frame stated in Section-2 (Tender information).
- 6.3 All Technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the Supplier at no extra cost during laboratory evaluation, validation/ type approval and field trial, if any.
- 6.4 The extension of delivery period against the purchase order, if any, should be granted subject to the condition that BSNL shall have the absolute right to revise the price(s) and also to levy penalty for the delayed supplies.

7. TRAINING – No training is envisaged as part of this tender.

8. INCIDENTAL SERVICES

The Supplier may be required to provide any or all of the following Services:

- a. Performance or supervision of on-site assembly and/or start-up of the supplied goods:
- b. Furnishing of tools required for assembly and/or maintenance of supplied goods:
- c. Performance of supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties that this service shall not relieve the Supplier of any Warranty obligations under this Contract

9. SPARES

- 9.1 The Supplier shall be required to provide a list of spares that would be required for satisfactorily maintaining the network along with the quantity. The cost of these spare cards shall be available in the detailed priced BoM submitted as part of the bid. In case price of any of the spares is not quoted by the bidder in the detailed priced BoM, then, should there be any need, BSNL will be free to work out the price of such spare based on the finalized price of the equipment, on its own and such price worked out will be final and binding on the supplier.
- 9.2 Such spare parts as the Purchaser may elect to purchase from the Supplier provided that such purchase shall not relieve the Supplier of any warranty obligation under the Contract.
 - (i) In the event of termination of production of the spare parts, the Supplier shall give advance notification to the Purchaser pending termination (not less than 2 years), in sufficient time to enable the Purchaser to procure life time spare and following such advance intimation of termination, furnish at no cost to the Purchaser, the blue prints, drawings and specifications of spare parts, if and when requested.

10. WARRANTY

- 10.1 The Supplier/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

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conformity with the specifications and drawings. The Supplier shall be responsible for any defect that may develop under the conditions provided by the Contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for / and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) twenty four months from the date of supplies.

- 10.2 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the Equipment under this clause, the provisions of the Clause 10.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of twenty four months, whichever may be later. If any defect is not remedied by the Supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the Supplier's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the Supplier in respect of such defects.
- 10.3 Replacement under warranty clause shall be made by the Supplier free of all charges at the site designated by the Purchaser including freight, insurance and other incidental charges.

11. PAYMENT TERMS

- 11.1 Payment of specified percentage of the price as stated in clause 5 of Section -2 (Tender Information) shall be made on receipt of goods by consignee. For claiming this payment the following documents are to be submitted to the paying authority.
- a) Invoice clearly indicating break up details of composite price i.e. Basic, Goods and Services Tax (GST), any other Duties and Taxes, Freight/Packing Charges, etc.
 - b) Acknowledged Delivery Challan in original.
 - c) Inspection Certificate of QA(Payable copy in original)
 - d) Consignee receipt
 - e) The sea freight receipt as per the rates approved by the Ministry of Water and Surface Transport, if applicable.
 - f) E-way bill as prescribed in the GST law in case of movement of goods
 - g) Proof of payment of GST, if applicable.
 - h) Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances.

Note :-

- 1) If the supplier fails to furnish necessary supporting documents i.e. GST invoice / Customs invoices 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 supplier.
- 2) Tax amount will be paid to the supplier only after supplier declares the details of the invoices in its return in GSTR-1 and GSTR-3 uploaded by the supplier and the same is reflected in GSTR-2A of BSNL on GSTN portal.
- 3) TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be).
- 4) BSNL can adjust/ forfeit Bank Guarantee obtained from the supplier against any loss of input tax credit to BSNL on account of supplier's default.

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5) In case BSNL has to pay GST on reverse charge basis, the supplier would not charge GST on its invoices. Further, the supplier undertakes to comply with the provisions of GST law as may be applicable.

- 11.2 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.
- 11.3 No payment will be made for goods rejected at the site on testing.
- 11.4 The bidder has to give the mandate for receiving payment costing Rs.5 lakhs and above electronically and the charges, if any, levied by bank has to be borne by the bidder/contractor/supplier. The bidder company is required to give the following information for this purpose:-
- (a) Beneficiary Bank Name:
 - (b) Beneficiary branch Name:
 - (c) IFSC code of beneficiary Branch:
 - (d) Beneficiary account No.:
 - (e) Branch Serial No. (MICR No.):

12. PRICES

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

13. CHANGES IN PURCHASE ORDERS

- 13.1 The Purchaser may, at any time, by a written order given to a Supplier, make changes within the general scope of the Contract in any one or more of the following:

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- (a) Drawings, designs or specifications, where goods to be supplied under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of transportation or packing;
- (c) the place of delivery; or
- (d) The services to be provided by the Supplier.

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

14. SUBCONTRACTS

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in his Bid. Such notification, in his original bid or later shall not relieve the Supplier from any liability or obligation under the Contract.

15. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 15.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right to short-close/ cancel this purchase order and/ or recover liquidated damage charges. The cancellation/ short-closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.
- 15.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions:
- (a) forfeiture of its performance security,
 - (b) imposition of liquidated damages, and/ or
 - (c) Short closure of the contract in part or full and/ or termination of the contract for default.
- 15.3 If at any time during the performance of the contract, the supplier encounters condition impending timely delivery of the goods and performance of service, the supplier shall:
- (a) Promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract as per provisions of clause 16.2 Section-5A as per provision given below :
 - (b) The vendor has to submit their request for extension along with the undertaking as per clause 24 Section-5A (Fall Clause) and a copy of QA inspection certificate at least two weeks before the expiry of delivery period. The vendor shall also submit unconditional acceptance of the conditions for delivery period extension i.e. applicability of liquidated damages, prices to be provisional and to be regulated as per clauses 12.3 and 24 of section-5A and submission of additional BG, wherever

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applicable. The decision regarding extension shall be communicated within two weeks of the receipt of request and after receipt of the unconditional acceptance and the undertaking mentioned above.

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

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

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

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

16. LIQUIDATED DAMAGES - PI refer clause 6 section 5 B

17. FORCE MAJEURE

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

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

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

- 18.1 In case of default by Bidder(s)/ Vendor(s) such as
- (a) Failure to deliver and/ or commission any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 15 of this section;
 - (b) Failure to perform any other obligation(s) under the Contract; and
 - (c) Equipment does not perform satisfactory in the field in accordance with the specifications;
 - (d) Or any other default whose complete list is enclosed in Appendix-1 of Section-4, Part-A;
 - (e) Purchaser will take action as specified in Appendix-1 of Section-4, Part-A.

19. TAX INDEMNITY CLAUSE: BSNL has the right to recover Input Tax Credit loss suffered by it due to any miss-declaration on invoice by the supplier.**20. ARBITRATION**

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

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

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

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

Above Rs. 5 crores	3 Arbitrators	One arbitrator by each party and the 3 rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.
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- (3) Neither party shall appoint its serving employee as arbitrator.
- (4) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise, he shall proceed de novo.
- (5) Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- (6) Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is upto Rs. 5 crores.

[29B. Fast track procedure –

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

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

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

- (a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
- (b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
- (c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
- (d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.

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

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

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

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

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

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

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

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

- (8) The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case may be).
- (9) Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

20.2 In the event of any dispute or difference relating to interpretation and application of the provisions of commercial contracts between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through **AMRCD** as mentioned in DPE OM No. 4(1)/2013(GM)/FTS-1835, dated **22.05.2018.**)

20.2.1 Further, with regard to already signed/existing contracts, existing Arbitration clause for sole arbitrator can be invoked in case the parties waive, subsequent to disputes having

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arisen between them, the applicability of sub-section (5) of section 12 by an express agreement in writing.

21. APPLICABLE LAW AND JURSDICTION

- (a) The supply order for Goods 'or' Services, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed.
- (b) Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

22. SET OFF

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

In case of set off of the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by the supplier.

GST would not be liable on security deposit. But if supplier set off the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, then GST would be levied."

23. INTIMATION OF SUPPLY STATUS

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

24. DETAILS OF THE PRODUCT

The bidder should furnish the name of its collaborator (if applicable), brand name, model number, type of the products and HSN classification under GST and Customs law 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.

25. FALL CLAUSE

- 25.1 The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 12.1 of Section 5 Part A.
- 25.2 Further, if at any time during the contract

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- (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.
Then the purchaser, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.
- 25.3 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."
- 25.4 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 the purchaser, while applying extension of delivery period.

26. COURT JURISDICTION:

- 26.1 Any dispute arising out of the tender/bid document/evaluation of bids/issue of APO shall be subject to jurisdiction of the competent court at the place from where the NIT/tender has been issued i.e. New Delhi
- 26.2 Where a contractor has not agreed to arbitration, the dispute/claims arising out of the Contract/PO entered with him shall be subject to the jurisdiction of the Competent Court at the place from where Contract/PO has been issued. Accordingly ,a stipulation shall be made in the PO/contract as under:

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

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

27. GST Invoice:

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

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- 27.4 It would be the responsibility of the supplier 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 supplier, the same would be recovered by BSNL from the supplier.
- 27.5 Registered location of the both the parties i.e. BSNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier 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
- 27.6 BSNL could at any time instruct the supplier to raise its invoices at a particular location of BSNL
- 27.7 It is the responsibility of the supplier to ensure that place of supply and the GSTN of BSNL are in the same state. If for any reason they are not in the same state, the supplier shall intimate to BSNL and give adequate time before raising of the invoice.
- 27.8 E-waybill number should be mentioned on the invoices.
- 27.9 Supplier 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 supplier to ensure that outward supply return (GSTR-1) would be filed correctly. If not, than cost would be borne by supplier.
 - b) Reporting of correct outward supply by supplier in the outward return (GSTR-1) is the responsibility of the supplier. In case of mismatch because of supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL of the loss of credit due to mis-match. The compliances to be adhered by supplier 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. PO issued by BSNL should be referred by supplier for capturing information on the invoice.
 - iii. Supplier 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 supplier then credit on such invoice will be given provisionally subject to 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 supplier. Such changes w.r.t. the mismatch are required to be accepted by supplier within the time limit prescribed under the GST law. It should be noted that in case supplier 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 supplier. In case of mismatch because of Supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL for the losses of credit and interest paid due to mismatch.
 - v. Supplier to issue all necessary documentation and perform all necessary compliances for BSNL to be eligible to claim the input tax 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 supplier would be recovered from the supplier
 - vi. A self-declaration along with evidence that the bidder is not blacklisted by GST authorities. In case supplier gets black listed during the tenure of BSNL contract, then supplier must indemnify BSNL to ensure that no loss of input tax credit is borne by BSNL due to default of supplier.
- 27.10 Refer Appendix-1 to Section 5 Part A for clause stating that all the details of supplier (name, address, GSTN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice

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- 27.11 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.
- 27.12 It shall be the responsibility of the supplier to mention State of place of supply of goods/services in the invoice issued to BSNL

Appendix-1 to Section-5 Part-A

Sr. No.	Particulars for 'Input invoice'
1	Name and registered address of the supplier
2	GST registration number of supplier
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
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	Accounting Code 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.

Sr. No.	Particulars for 'Receipt Voucher'
1	Name and registered address of the supplier
2	GST registration number of supplier
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	Amount of advance taken
10	Type of Tax (CGST,SGST and IGST)
11	Rate of Tax
12	Quantity of goods
13	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.	

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VENDOR MASTER FORM



(The details listed will be used for making all payments against POs / WOs, refund of EMDs / SDs, intimation of payments by email issue of TDS certificates, C Form for CST purchases etc.)

(*) Minimum Required Fields to be Filled by the Company/Vendor. Please Attach copies of the supporting documents.

Title*	:	Mr.	Ms.	M/s	Dr.
Name*	:	<input type="text"/> <input type="text"/> <input type="text"/>			
Address *	:	<input type="text"/> <input type="text"/> <input type="text"/>			
Town/District*	:	<input type="text"/>			
City*	:	<input type="text"/>			
State*	:	<input type="text"/>			
Postal/Pin code*	:	<input type="text"/>	Country*	:	<input type="text"/>

Contact Details:

Telephone Number	:	<input type="text"/>	Fax No.	:	<input type="text"/>
Email_id (Mandatory for E-Tendering)	:	<input type="text"/>			
Name of Contact Person	:	<input type="text"/>	Mobile No.	:	<input type="text"/>
Alternate Contact Person	:	<input type="text"/>	Mobile No.	:	<input type="text"/>

Tax information:

PAN	:	<input type="text"/>			
Service Tax reg. no.	:	<input type="text"/>			
LST (Local VAT reg.No.)	:	<input type="text"/>	CST Reg. No	:	<input type="text"/>
Tax Registration no. (for Foreign Vendors)	:	<input type="text"/>			

Income Tax Exemption details:

IT exemption no.	:	<input type="text"/>	IT exemption rate	:	<input type="text"/>
IT Exemption date	:	<input type="text"/>			
IT exemption date from	:	<input type="text"/>	IT exemption date to	:	<input type="text"/>

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Excise Details:

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

Payment Transaction/Bank Details:

Bank Country :

Bank Name :

Bank Address :

Bank A/c No :

Bank IFSC :

Account holder's Name :

Type of Account : Savings(10) ☐ Current(11) ☐

SWIFT Code :
(for Foreign Vendors)

IBAN :
(for Foreign Vendors)

(Enclose a blank Cheque / a photocopy of the Cheque to verify A/c No. & Bank details)

Industry Status:

Micro/ SSI Status : Yes ☐ No ☐

1. I/We hereby authorize BSNL to make all payments to us by cheque /direct credit to our bank account details which are specified above.
2. I/We hereby authorize BSNL to deduct bank charges applicable for such direct bank payments.

Note: 1. If PAN is not provided, TDS @20% will be deducted wherever applicable.
 2. If Excise Registration/Service Tax Registration/VAT Registration Number is not provided, then the taxes will not be paid wherever applicable.
 3. If Bank Particulars are not provided, the payment will be made by Cheque only.
 4. If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

Company / Vendor Authorized Signatory / Designation**Date:****Company Seal****(For Office Use)**

Vendor Account Group : Payment Method :

TDS Type - Invoice : TDS Code - Invoice :

Checked by:	Authorized by (Finance)	SAP Vendor Master Created on	SAP Vendor Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Section 5 part B**SPECIAL 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).

1. General Requirement from Bidder and OEM

- 1.1 Bidder shall supply ONTs only from the OEM partners, declared in the bid.
- 1.2 The bidder shall support the solution and equipment's for five years from the date of the P.O. The bidder shall provide letter of support of the ONT confirming that they shall support the items being proposed to be supplied by them for the next five years from the date of the P.O.
- 1.3 **Test & Repair facility:** Minimum one service center to be made operational within 60 days from the PO by the Vendor. The Bidder shall have to set up atleast two (2) Service center in India within 90 Days from the date of PO and Multiple Service center (Minimum 4) to be operational in 180 days of PO. A penalty of 0.5% will be levied and deducted from each invoice claimed for the items supplied beyond the timelines as above and without operationalizing the repair centers as specified in this clause.

This facility shall have to maintain spares for all components being offered and shall be offered for minimum period of five years from the date the warranty starts.

- 1.4 **Roadmap:** Bidder should propose latest existing solutions/ technologies, at the time of bid, that have a clear development roadmap for the next 5 years.

2. SOFTWARE

- 2.1 Software version of the equipment being supplied shall be latest & must be indicated.
- 2.2 All the latest Software Updates, Upgrades and /or Patches shall be implemented at no extra cost to the Purchaser along with associated hardware and memory upgrade necessary for maintaining the software, at each site for the entire period of Warranty and AMC by selected Bidders. Acceptance Testing of the system shall be got done by the Contractor through the authority designated by BSNL for all functions of all systems after the implementation of Software Updates, Upgrades and Patches in each system. The software/firmware upgradation shall be carried out through motive software.
- 2.3 All software quoted as part of solution shall be licensed for unlimited period.
- 2.4 Certified and licensed copies of the application software (Except Linux drivers), quoted if any, shall be supplied. All software quoted as part of solution shall be licensed for unlimited period.
- 2.5 "All software upgrades" and or patches shall be implemented free of cost at each site for a period of 5 years w.e.f. date of supply by the respective bidders after TSEC Approval and uploading can be done from NOC.
- 2.6 Wherever upgrades as per ITU-T / Security requirement are made available subsequently they shall be supplied free of cost.
- 2.7 A certificate to the effect w.r.t clauses 2.1 to 2.6 may be submitted by the bidder.
- 2.8 The bidder shall indicate the type of software i.e. packaged or customized and quote the prices accordingly in the price schedule. No change of category will be permissible afterwards

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3. TSEC APPROVAL

- 4.1 The bidder shall have the TSEC Certificate or should have applied for TSEC Approval to QA Circle of BSNL (in QF 103 format) for the ONT for which he is bidding, at the time of submission of Bids. Proof for the same shall be submitted along with the bids.
- 4.2 The QA unit of BSNL will carry out the infrastructure assessment as part of the TSEC approval.
- 4.3 The bidder shall complete the TSEC tests and get the TSEC certificate before start of supply. Field Trials with different make of OLTs shall be part of the TSEC Approvals.
- 4.4 Getting the TSEC Approvals is the responsibility of the successful bidders. In case the bidder fails to get the TSEC Certificate, the APO & PO shall be cancelled. The Performance Security submitted at the time of acceptance of the APO shall also be forfeited.

4. QUALITY ASSURANCE

- 4.5 The supply of equipment shall be accepted only after Quality Assurance tests are carried out by Quality Assurance wing of BSNL as per prescribed schedule successfully.
- 4.6 The QA unit of BSNL while clearing the equipment/stores shall strictly adhere to the package (ONT along with its accessories like power adaptor, installation CD, splitter, RJ11, RJ45 cable etc. shall be treated as a package) discipline as described in Purchase Order.
- 4.7 Quality Manual: Bidder must have a sound and well documented Quality Framework. A quality manual describing the prevailing QA system shall be submitted along with the bid, which should include the details about the component quality assurance and quality system practices, including data on critical components.

5. WARRANTY

- 5.1 The warranty of the ONT will be for 24 months from the last batch of supply of ONT (received by BSNL) in a specific PO to the designated BSNL store.
- 5.2 During the warranty the bidder shall perform all the functions as enunciated under the Repair Contract at no extra cost to the Purchaser. All the terms and conditions of Repair Contract including penalty clauses shall be applicable during the period of warranty in case of failure on part of supplier.

6. LIQUIDATED DAMAGES

- 6.1 Delay in supply of tendered item shall attract a penalty of 0.5% of value of delayed supply per week upto six week of delay and thereafter a penalty of 1.5% of value of delayed supply per week for the next 6 weeks.
- 6.2 In case of delay beyond 3 months, BSNL can purchase the item from the market at the risk and cost of Bidder.
- 6.3 Total value of the LD shall be limited to a total of 12% of the respective PO Value.
- 6.4 BSNL reserves the right to float tender for meeting the requirement of ONT during the currency of the contract in case the requirement is not met through bidder
- 6.5 Quantum of liquidated damages assessed and levied by the BSNL shall be final and not challengeable by the Supplier.

7. Repair Maintenance Contract

- 7.1 Bidder shall provide the repair service for the supplied ONT for 3 years post warranty period. Bidder shall provide replacement for the faulty ONT as per warranty conditions.
- 7.2 Bidder shall provide repair service for 3 Years after completion of two year of warranty period. BSNL shall pay repair charges @20% per ONT of basic ONT cost (Without GST).

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- 7.3 The terms and conditions for Repair Contract are given in Proforma (Section 5C), no separate charges shall be paid for visit of engineers or attending to faults and repairs or supply of spare parts.
- 7.4 The bidder shall, at the time of submitting the bid shall submit the proposal specifying the fault control center location and how the bidder proposes to carry out repair. The bidder shall also indicate what spares will be kept in different locations. The infrastructure planned to be created by the bidder to fulfill his obligations under Repair Contract and his action plan to deal with the various situations arising out of hardware and software faults shall be clearly indicated.
- 7.5 The vendor shall stock atleast 2% spares in the repair center to meet the timelines specified during period of Warranty and Repair Contract. The List of Spares planned to be kept in the repair center shall be submitted with the bid. BSNL reserves right to inspect and revise the list of spares region wise.
- 7.6 The selected bidder shall submit a bank guarantee against Repair Contract, valid for a period of three and half years, two months before the ongoing date of expiry of the PBG submitted against the PO. Purchaser reserves the right to forfeit the PBG if the BG against Repair Contract is not submitted in time.

Section 5 C**ONT Comprehensive Repair Contract (CRC) Agreement**

This agreement is made on the _____ day of _____ (year) to be effective from _____ between M/s. Bharat Sanchar Nigam Limited, a company registered under the Companies Act 1956 having license to provide all types of services of Telegraph/Telephony and having its registered office at 3rd Floor, Bharat Sanchar Bhawan, Janpath, Harish Chandra Mathur Lane, New Delhi – 110001 (hereinafter called BSNL) of the ONE PART and _____ a company registered under the Companies Act 1956 and having its registered office at _____ (hereinafter called SUPPLIER which expression shall unless repugnant to the context, include its successors in business, legal representatives and administrators or permitted assigns) of the OTHER PART.

WHEREAS, BSNL has placed purchase order on the SUPPLIER vide No. _____ dated _____ for supply, & Annual Maintenance of ONT against tender No. _____, dated _____.

WHEREAS the SUPPLIER has made the offer to duly comply with all the provisions of the Bid Document, including those pertaining to Post Warranty Repair Contract, after making himself fully aware and understanding fully the implications of the terms and conditions and specifications mentioned therein and which has been accepted by BSNL on the terms and conditions mentioned hereafter and after ascertaining that the SUPPLIER is fully capable of complying with the aforesaid terms of the Bid Document.

NOW the AGREEMENT WITNESSE as follows:

- 1. PERIOD OF VALIDITY OF THE AGREEMENT**
 - 1.1 The agreement is for a period of 3 years after the expiry of warranty. Agreement shall remain in force till _____ and further extendable by two years on mutual agreement.
 - 1.2 Extension of this Agreement shall be negotiable for the term depending on the performance of the Supplier during the period of the initial term.
- 2.** In addition to complying with all the terms and conditions recorded in the Bid Document, the Supplier hereby agrees and unequivocally undertakes to fully comply with all the terms and conditions stipulated in this Agreement and without any deviation or reservations of any kind.
- 3.** Unless otherwise mentioned or appearing from the context, the Tender (Bid) Document and any clarifications thereof and the purchase order shall form part and parcel of this agreement, provided that in case of conflict or inconsistency on any issue relating to this Agreement, the terms set out in the body of this agreement with schedules and Annexure thereto shall prevail.
- 4.** During the period of Contract the Supplier shall inter alia :
 - 4.1 Repair and replace the faulty ONT.
 - 4.2 Diagnose the hardware and software faults.
 - 4.3 Rectify the hardware/software faults detected.

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- 4.4 Upkeep and upgrade the software periodically for ensuring trouble free/ bug free /fault free performance of the supplied ONT.
- 4.5 Provide API's of systems supplied by it against the Purchase Order for sharing with other HDM (Motive) or similar systems supplier for the purpose of integration.
- 4.6 Integrate ONT with the new OLT Models being inducted in the network.
- 5. Agreement signing authority from BSNL site is designated officer at respective circle head quarter.

6. Performance Security (Bank Guarantee/ Insurance Surety Bond)

- 6.1 A PBG for CRC shall be 3% of the total value all the PO placed on a vendor. The CRC PBG shall be submitted before signing of the CRC agreement. PBG for CRC is to remain valid till completion of CRC period of 3 years plus six months i.e. 3.5 years.
or
The PBG of the value of 3% of the A.P.O. cost deposited at the time of issue of P.O., may also be extended to cover CRC period.
- 6.2 The Performance Security against the A.P.O. will be released only after submission of PBG against Repair Contract of the actual supplies made during first 3 years as well as fulfillment of other obligations of Repair or P.O. which are pre-requisite for release of the first PBG.
- 6.3 The purchaser shall have the absolute right to forfeit the Performance Guarantee, valid at the time, for unsatisfactory performance of the SUPPLIER or for any non-compliance of any of the conditions of this Agreement.
- 6.4 The Bank Guarantee shall be discharged after successful completion of SUPPLIER's performance obligations under the Agreement and subsequent extension if any or in the event of any default in the execution of the Agreement by the SUPPLIER as per terms and conditions of the Agreement; the Bank Guarantee shall be invoked either in part or in full.

7. REPAIR AND MAINTENANCE:

- 7.1 TECHNICAL SUPPORT & SERVICE CENTRE
 - 7.1.1 The SUPPLIER shall have Technical Support & Service Centers (Minimum 4). The SUPPLIER may set up more such centres to meet the criteria for fault restoration/faulty unit repair times as mentioned in the Contract. The SUPPLIER shall furnish the names, locations, complete postal address, Telephone numbers and FAX numbers of all Technical Support & Service Centers at the time of signing this Agreement.
 - 7.1.2 The SUPPLIER shall also provide the name of alternate contact person or Technical Support & Service Center with address & telephone /FAX no. which may be contacted by BSNL staff for support in case of no response/poor response from the designated Technical Support & Service center. This, however, shall not preclude BSNL from imposing the penalties, if any, as applicable as per the terms & conditions of this agreement.
 - 7.1.3 Any change in Address, Phone number, FAX Number etc shall have to be intimated in writing by the SUPPLIER to the concerned BA Head, Head of Circle and CGM(BBNW),Bangalore at the earliest. If the station in charge of the BSNL station is unable to report the faults to the normally assigned Technical Support & Service Center

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due to the change of phone number etc. the fault will be reported (and the SUPPLIER shall be responsible for rendering all the maintenance support services to the affected station as per the terms and conditions of this Agreement.

7.1.4 No preventive maintenance of ONT is required to be carried out during Contract.

7.2 RESPONSIBILITIES OF TECHNICAL SUPPORT & SERVICE CENTER –

- 7.2.1 The SUPPLIER shall ensure that all the Technical support & service centers are manned by fully competent and responsible Engineers and are capable of giving all types of necessary technical guidance/ assistance over phone to the respective Station in-charge of BSNL for fast troubleshooting & rectification of faults.
- 7.2.2 The SUPPLIER shall also ensure that Technical support Centers 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 go down during night time or due to any day being holiday, or for any other reason.
- 7.2.3 The Technical support Centers shall collect the faulty ONT from central location in every BA Headquarter and repair / replace them with good ones during the period of Contract.
- 7.2.4 Technical Support Center (s) shall also work as repair center(s) and it shall be responsible for repairing the faulty ONT. Such repair Center shall also maintain a requisite minimum stock of ONT, in order to keep the down time within limits as envisaged in this agreement. The SUPPLIER shall be at liberty to distribute spares to the BA locations as deemed fit or keep them at the designated Technical Support Centers
- 7.2.5 The Technical support Center shall regularly obtain feedback about the ONTs installed from the BA In-charge of BSNL on monthly basis (or even more frequently) and maintain a proper record of such feedback. These shall be made available to the technical experts nominated by the SUPPLIER for analysis and such technical expert in turn shall give adequate and proper guidelines / technical advice to the Station In-charge of BSNL for taking necessary preventive measure for reducing the frequency of such faults and also for preventing such faults from re-occurring. This shall, however, not absolve the SUPPLIER from fulfilling his obligations under this agreement.
- 7.2.6 The SUPPLIER shall set up at least one repair center in each Zone within 6-months from the date of purchase order, with the facilities for repair of all types of ONT supplied by it.

8. FAULTY ONT COLLECTION & REPAIR PROCEDURE:

- 8.1 The faulty ONT shall be collected by the SUPPLIER from BA HQ/designated location in the lot of min 5.
- 8.2 The SUPPLIER shall ensure that a minimum stock of 2% of ONT supplied in the network, are maintained as spare stock. It will be at the option of the SUPPLIER either to maintain the above spare stock of ONT at the Technical support Center or to distribute the spare ONT over various circles where ONT are deployed, to meet his obligation under Contract.
- 8.3 The entire process of repair /replace of ONTs supplied shall be carried out through Web portal designed by the vendor and acceptance tested by BSNL NOC within one month from date of issue of APO.

9. TECHNICAL SUPPORT PROCEDURE: The following procedure shall be followed for Technical support

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- 9.1 The Vendor shall put in a place a web based portal (To be hosted in BSNL Premises on BSNL supplied hardware or on cloud infrastructure to be arranged by BSNL)
- 9.2 In case of any fault, abnormality in the portal, the officer in-charge of the BSNL NOC will immediately contact the designated Technical support Center of the SUPPLIER and give information about the nature of fault over e-mail/Web portal.
- 9.3 The details of the faults reported shall be recorded in a prescribed format, called the "FAULT – DOCKET". Changes in the "FAULT – DOCKET" may be incorporated for better reporting and recording reconciliation of the faults at BSNL NOC and also at Technical support Centers of the SUPPLIER by mutual agreement and understanding, to best utilize the Fault Docket facility or as and when such need is felt. To this end changes in fault reporting procedures can also be incorporated.
- 9.4 The time of occurrence of fault in portal as recorded in the fault docket shall only be taken into consideration for calculating the actual duration of faults.
- 9.5 Similarly, after rectification of fault after the time of restoration shall be recorded by BSNL NOC in the On line web portal.
- 9.6 In case of any dispute arising regarding duration of fault etc, the Fault Docket as maintained at the BSNL NOC shall be the guiding documents to be agreed by both parties.
- 9.7 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
- 9.8 Technical instructions shall be given to the BSNL staff of the NOC over phone. If the fault is restored by following the instructions given over phone, the BSNL NOC in charge will close the Fault Docket after making suitable entries on the web portal and after satisfying himself of the proper restoration of the fault.
- 9.9 The SUPPLIER shall also ensure visits of the expert and competent technical staff of the SUPPLIER in case the fault is not rectified to the satisfaction of BSNL even after following the telephonic instructions and advices.
- 9.10 The Supplier shall arrange for and ensure the immediate replacement of the faulty ONT with the good ones as & when the BSNL BA intimate regarding the collection of faulty ONTs from Designated BA Location. A suitable mechanism in the Web portal shall be enabled by the vendor.
- 9.11 The supplier shall furnish the detailed guidelines for the ONT regarding the identification/ detection/ diagnosis of the faulty ONT at the time of supplying the ONT to BSNL sites. The SUPPLIER shall supply one set of detailed guidelines per SSA for the ONT.
- 9.12 Each BSNL Circle , where ONT shall be deployed, shall UTILISE the records of ONT sent for repair/ replacement (quantity sent/ time & date of sending/ date of receiving back, etc.) from portal for payment purpose

10. Repair charges and PAYMENTS:

- 10.1 BSNL shall pay repair charges of faulty ONTs @20% of basic equipment cost (GST extra) per ONT.
- 10.2 Warranty of Repaired ONT: Supplier shall provide 6 months warranty of repaired ONTs from the date of receipt of repaired ONT at BSNL sites.
- 10.3 BSNL shall pay repair charges @20% per ONT of basic ONT cost (Without FFPI & without GST). BSNL shall not pay for faulty ONT going faulty more than upper limit of 10% of supplied ONT under each PO. Beyond 10% the vendor shall provide the repair services at his own cost.

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- 10.4 BSNL shall not pay any charges in advance. Bills for repair shall be paid by BSNL at the end of each quarter, after successful execution of the works under this Agreement normally within 30 days of the receipt of the bills duly completed.
- 10.5 The nodal in-charge shall be certifying services in the ERP (SES) generated based on SVP portal report. SVP portal report will be certified on monthly basis and will result in a combined SES for billing period. Vendor is not required to enclose any such certificate in addition due to SVP process. SVP has defined workflow and process for each activity. Proper integration with docket data from vendor portal will result in a smooth process.
- 10.6 All payments shall be made by BSNL Circles based on the fault report received from the Node in-charges of circles, after deducting penalties if any. For this purpose, BSNL shall also designate nodal officers at the respective circle headquarters
- 10.7 BSNL reserves the right to adjust any over-payment of repair charges in any quarter, any time during the period of repair contract.
- 10.8 After payment Concerned/ Circle shall communicate to Vendor about details of payment with complete detail of invoice , penalty, TDS and net payment
- 10.9 If required BSNL may ask vendor to replace the plastic casing of the some of the ONT when sent for repair at an additional cost of Rs 50 per ONT.

11. FORCE MAJEURE : Neither BSNL nor the SUPPLIER shall be liable to the other for any delay in or failure of performance of their respective obligation under the agreement caused by occurrences beyond the control of BSNL or the SUPPLIER including but not limited to fire (including failure or reductions), acts of God, acts of the public enemy, war, insurrections, riots, strikes, lockouts, sabotage, any law, status or ordinance, thereof of any other local authority, or any compliance therewith or any other causes , contingencies of circumstances similar to the above. Either party shall promptly but not later than twenty days thereafter notify the other of the commencement, and cessation of such contingencies, and if such contingencies continue beyond three months. Both parties agree upon the equitable solution for termination of this agreement or otherwise decide the course of action to be adopted.

12. FAULTS: SEVERITY LEVELS, RESTORATION TIME & PENALTIES:

- (a) The SUPPLIER shall arrange and ensure repair or replacement of the faulty ONT, to the concerned site of BSNL within 15 days of collection of the faulty ONT from BSNL's BA locations in the circle. Thus the responsibility of collecting, repairing and sending back the same to the respective BA location will be with the SUPPLIER.
- (b) The 15 days' time shall be calculated from the date of intimation (on web portal designed by supplier) to the supplier for collection of the faulty ONT (min 5 in no) from the BSNL's BA locations to the date of receiving back of the repaired / replacement of the same at the same BA Location
- (c) If the supplier is unable to repair/replace the faulty ONT within 15 days, following penalty shall be applicable

S No	Equipment	Per day penalty (upto 30 days)	Per day penalty (beyond 30 days)
1	ONT	Rs 20	Rs 40

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- (d) The maximum penalty for repair for one ONT shall be limited to the cost of the ONT. The penalties indicated above are beyond the 15 days given for repair and transit.
- (e) A system of collection of ONTs from BSNL BAs shall be worked out between BSNL and the supplier within three months of the placement of Purchase Order in order to account for the delay. Decision of BSNL as to how the system is designed shall be final.
- (f) The penalty shall be deducted from the quarterly bills.
- (g) Repair Not Possible Limit - Not more than 1% of the units sent for repair in 1st year of AMC can be declared as RNP (Repair Not Possible) by the supplier. For the 2nd year of AMC RNP can be max 1.5% and for 3rd Year of AMC RNP can be max 2% of the units sent for repair
- (h) If neither returned during the turnaround time period nor declared as RNP (Repair Not Possible) within 60 days of its handing over to the designated courier/agency/center, an amount equivalent to cost of ONT shall be levied from the supplier.

13. Termination of Contract:

- (a) If the SUPPLIER fails to repair /replace the 80% of the ONT in the stipulated time period BSNL will have the right to terminate the contract and forfeit the performance guarantee.
- (b) Failure on the part of SUPPLIER to comply with any of the clauses of this agreement shall constitute to be sufficient ground for termination of contract and the BSNL (purchaser) shall have the right to forfeit the Performance Bank Guarantee submitted by supplier.
- (c) If BSNL is not satisfied with the performance of the SUPPLIER it reserves the right to terminate the repair during its currency, after giving two months' notice to the SUPPLIER and in such an event the vendor will hand over all the spares as indicated above.

14. DISPUTES & ARBITRATION:

Refer clause 20 of Section 5 part A

SECTION- 6 Part A**UNDERTAKING & DECLARATION Performa****for Understanding the Terms & Conditions of tender& Specifications 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 contract at the rates quoted by us in the TENDER form.
2. If I/ We fail to enter into the agreement & commence the contract in time the EMD/ SD deposited by us will stand forfeited to the BSNL.

B) The Bidder hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the 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 pending with BSNL. In addition, BSNL may debar the Bidder from participation in its future TENDERS.
3. No addition/ deletion /correction have been made in the terms & conditions of the downloaded tender document, clarifications/ amendments, appearing on website, against which our bid is being submitted.

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

Date:

.....

Signature of Bidder

Place:

Name of Bidder.....

Along with date & Seal

SECTION 6 PART B
NEAR RELATIONS CERTIFICATE

(Certificate to be given by the Bidder in respect of status of employment of his/ her near relative (s) in BSNL)

"I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the Tender Document is/are employed in BSNL. 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."

OR

"I.....s/o.....r/o.....hereby certify that following of my relative(s) as defined in the tender document is/are employed in BSNL, as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me."

S.No	Name	Designation	HRMS No	Mobile Number

Signature of the Bidder
with date and seal

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SECTION-6 Part C**Certificate to be submitted by Bidders****(On Company's Letter Head)****Reference1: BSNL Tender Enquiry No.....issued on****Reference 2: Department of Expenditure Office Memorandums (OMs) No. 7/10/2021-PPD dated 23.02.2023.**

I, in capacity of authorized signatory of M/s.....(---Name of the company---) having Regd. office at.....being a participant bidder in BSNL T.E cited at reference 1 above, do hereby declare that I have read and understood all the clauses regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defense of India and National Security issued vide OM cited at reference 2 above, on procurement from bidders from a country or countries which shares a land border with India. It is declared that we fulfil all the requirements in this regard and are eligible to be considered for the Tender Enquiry under reference 1 above.

Further, we undertake that we will also abide by all the requirements of cited OMs during the entire contract period.

(Name of the authorized signatory)

Signature

Designation in Company

Seal / Stamp of Company

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

SECTION- 7 (A)-I**For the BID SECURITY/ EMD Guarantee**(To be typed on non-judicial stamp paper **of Required Value**)

BG NO. _____ **dated** _____, **Valid up to** _____,
Claim date up to _____, **for Rs.** _____.

Sub: Bid Security/ EMD guarantee.

- Whereas M/s R/o (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs...../- (hereafter known as the "B. G. Amount") valid up to/...../20.....(hereafter known as the "Validity date") in favour of DGM (MMT) BSNL CO, Delhi (Hereafter referred to as BSNL) for participation in the tender of work of vide Tender No. Now at the request of the Bidder, We.....BankBranch having (Address a/w **Static Email Id and Land Line No.))** and Regd. office address as (Hereinafter called "the Bank") agrees to give this guarantee (**Hereinafter called "EMBG"**) as hereinafter contained:
- 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 **Tender** or by reason of the bidder (s) failure to perform the said **Tender**. 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". **BSNL may demand such amount by way of Post/Courier by hand written communication sent in hard copy or digitally signed copy sent through e-mail or any other mode in practice and/or allowed by RBI/Court/Government.**
- 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.
- 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 **Tender** and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said **Tender** have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said **Tender** 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.

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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 **Tender** 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 for bear or enforce any of the terms and conditions relating to the said **Tender** 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 of 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 **claim date being one year from end of validity period**.
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. 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 through Bank Mandate.
9. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ supplier(s)/Purchaser.
10. **EMBG is signed by EMBG issuing Branch _____(Complete Address a/w Static Email Id and Land Line No.). or**
 EMBG is signed by Branch _____(Complete Address a/w Static Email Id and Land Line No.) on behalf of EMBG issuing branch _____(Complete Address a/w Static Email Id and Land Line No.) .
 Strike whichever is not applicable.
11. 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.
12. All correspondence under the guarantee to be done with **Branch _____(Complete Address a/w Static Email Id and Land Line No.)**
 Place:
 Date:
 (Signature of the Two Bank Officers) & Rubber stamp of the bank

Section 7 (A)-II**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:

2. 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".
3. 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.
4. 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

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the expiry of Validity date from the date hereof, we shall be discharged from all liability under this Surety thereafter.

5. 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.
6. 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.
7. 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.
8. 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:

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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(B)-I

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

Sub: Performance guarantee.

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

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

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to 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.

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

Place:

Date:

(Signature of the Bank Officer)
Rubber stamp of the bank

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

 Telephone Numbers
 Fax numbers

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Section 7(B)-II**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

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

Dear Sir / Madam,

Whereas (e.g. **AGM (MM)** BSNL CO, Delhi R/o MM 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**") and BSNL 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

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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(C)**Format for Letter of Authorization for attending Bid Opening**

(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

Name of the Representative

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

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

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

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

SECTION 7 (D)**Model Amendment Letter Intimating Conditions for Extension of Delivery Period**

(Refer to Appendix (i) to clause 15.3 of Section-5 Part A)

Registered A Due
Address of the purchaser-----

To

M/s

Sub: This office contract no..... dated placed on you for supply of
.....

Ref :Your letter no..... dated

We are in receipt of your letter, wherein you have asked for extension/ further extension of time for delivery/ execution/ installation/ commissioning.

In view of the circumstances stated in your above referred letter, the time of delivery can be extended from _____ (original/ last delivery period) to _____ (presently agreed delivery period) subject to your unconditional acceptance of the following terms and conditions:

1. That, liquidated damages shall be levied in accordance with agreed clause 16.2 & 16.3 Section-5 Part A of terms and conditions of the tender/ PO.
2. That, notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery shall be admissible on such of the said goods as are delivered after the said date as per clause 12 Section-5 Part A.
3. That, the prices during this extended delivery period shall be provisional and shall be governed as per agreed clauses 12 and 24 of Section 5 Part A and shall be finalized in accordance with the current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no.) from the date of its opening, on whichever is lower basis.
4. An additional BG of Rs._____in accordance with clause 15.3, Section- 5PartA of the contract with validity up to _____.
5. An undertaking as required vide clause 24.3, Section-5A. Otherwise furnish the details as requisite in clause 24.4 section 5 Part A"

Please intimate your acceptance of this letter along with the additional BG within ten days of the issue of this letter failing which the contract will be cancelled at your risk and expense without any further reference to you. This letter shall form part and parcel of the agreement/ contract/ APO/ PO and all other terms & conditions of the contract remain unaltered.

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Yours faithfully,

(.....)

for and on behalf of.....

Note : The entries which are not applicable for the case under consideration are to be deleted.

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SECTION 7 (E)

Model Amendment Letter for Extension of Delivery Period

Appendix (ii) to clause 15.3 of Section-5 Part A

Registered Acknowledgement Due
Address of the purchaser

To

M/s

.....

Sub: This office contract no..... dated placed on you for supply of

Ref : 1. Your letter no..... dated requesting DP extension
 2. This office letter no. dated intimating conditions for DP extension
 3. Your letter no..... dated accepting the conditions for DP extension

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

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

- (a) Liquidated damages shall be levied in accordance with agreed clause 6 Section-5 Part B of terms and conditions of the tender/ PO.
- (b) Notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery/ completion of work shall be admissible on such of the said goods as are delivered after the said date as per clause 12 Section- 5 Part A.
- (c) The prices during this extended delivery period shall be governed as per clauses 12 and 24 of Section-5 Part A and shall be finalized in accordance with current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no.) from the date of its opening, on whichever is lower basis.

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

Yours faithfully,
 (.....)
 for and on behalf of.....

Copy to :

.....

(All concerned)

Note:- The entries which are not applicable for the case under consideration are to be deleted.

SECTION 7 Part F**Self-declaration regarding Local Content (LC) for Telecom Product
FORM-1****Format for self declaration regarding Local Content (LC) for Telecom Product, Services or Works**

Date:

.....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 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.

Percentage of LC claimed:%

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for 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 and I will be liable as under clause 9 (f) **of Public Procurement (Preference to Make in India) Order 2017.**

I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities.

- 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 certificate from local suppliers, if the input is not in-house.
- xiii. List and cost of inputs which are imported, directly or indirectly.

For and on behalf of _____ (Name of Firm/Entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No. and date>

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SECTION- 7 PART -G**Proforma of NO DEVIATION/CLAUSE BY CLAUSE COMPLIANCE STATEMENT**

SL. No.	Clauses	Remarks
(A)	(B)	(C)
1	All Clauses of General (Commercial) conditions of Contract mentioned in section-5, Part-A	FULLY COMPLIED
2	All Clauses of Special (Commercial) Conditions of Contract (SCC) mentioned in section-5, Part-B	FULLY COMPLIED
3	All Clauses of Scope of Work, Technical Specifications, SOR as mentioned in section-3(Part-A, Part-B & Part-C)	FULLY COMPLIED

- The clause-by-clause compliance statement should be given as per clause 11.2(C) of Section-4, Part-A and clause 31.1 (c) of Section-4, Part-A.

The bidder should mention 'FULLY COMPLIED' in column (C) above, otherwise a statement of deviation may be submitted as per clause 11.2(C) of Section-4, Part-A and clause 31.1 (c) of Section-4, Part-A

Signature of Bidder:

Name in Block letter

With Company seal

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SECTION 7 (H)**(Support Certificate)**

(On the Bidder's Letter Head)

To,

Tendering Authority

BSNL

Subject: Tender for Single band and Dual Band ONT (MTCTE certified).

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	All Hardware/ Network/ Software System	Model/ Version
1		
2		
3		
4		
...		

We undertake to provide the following:

1. Full Professional Service Support for hardware/network/ software components, & integration with other components of the project.
2. Support for maintenance and upgrades is available as per terms and conditions of Operation during warranty (2 year) and repair (3 years).
3. It has been agreed that in his capacity as Bidder, M/s..... will interact with BSNL for all obligations.

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

Signature of Authorized signatory of OEM/ Country Manager of OEM

Name & Designation

Signature of Authorized signatory of Bidder

Name & Designation

SECTION 7(I)**(To be submitted on Plain Paper)****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, rules and regulations, and economic use of resources, and of fairness and transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitors (IEMs) 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 self 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)

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(1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves 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 Anticorruption 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 and commit any offence under Indian Penal code (IPC)/Prevention of Corruption (PC) Act.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidders/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

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

(f) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to Independent External Monitors (IEMs) and shall wait for their decision in the matter.

(g) To disclose and transgression with any other company that may impinge on the anti corruption principle.

(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 in BSNL Procurement Manual, which is in-force on the date of Publication of tender.

Section 4 – Compensation for Damages

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(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 liquidated damages (LD) of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee (PBG) 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 same to Chief Vigilance Officer.

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/her functions neutrally and independently. The Monitor would have access in all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the CMD BSNL.

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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 Monitor is under contractual obligation to treat the information and documents of the Bidders/Contractor(s) /Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on "Non-Disclosures of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the Independent External Monitor (IEM) shall inform CMD BSNL and recuse himself/herself from that case.

5. 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.

6. 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 nonbinding 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.

7. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 4 to 6 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

8. 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.

9. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

1. 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. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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2. 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. Side agreements have not been made.
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.
5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

For the Principal

For the Bidder/Contractor

Place.....

Witness 1 :

Date

Witness 2 :

Format for essential information for applying to NSCS (Trusted Telecom Portal)

1	Project Name	:			
2	Type of Project	:	1. New Roll Out 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 Non India 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 selected) be	Equipment Name	Company Name/Vendor	Product Name	Model Name
	a) Access b) CustomerPremises c) SupportSystem d) Transport e) Core		Name of Contact person: E-mail ID: Mobile No.		

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. Is bidder from MSE category?

If yes specify category & ensure that MSE certificate is submitted in technical bid part
.....

2. Present Correspondence Address

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

3. Address of place of Works/ Manufacture

Telephone No. Mobile No.

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

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

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

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

.....
.....

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7. Permanent Account No. :
8. Details of the Bidder's Bank for effecting e-payments:
- (a) Beneficiary Bank Name:.....
- (b) Beneficiary branch Name:.....
- (c) IFSC code of beneficiary Branch.....
- (d) Beneficiary account No.:.....
- (e) Branch Serial No. (MICR No.):.....
9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in NCR/? If so state its Address
-
-
9. GSTN Registration Number(s) of all units/business places of the bidder vide Which he intends to execute the contract, if awarded.
- GSTN 1.....
- GSTN 2.....
- GSTN 3..... and so on"

B) Questionnaire

1. Do you think any other detail/ material is required to complete the work specified in the specification? Yes/ No.
- 1.1 If Yes, Give details
-
-
2. Do you think any other item of work need be included in tender form to complete the work specified in the specification? Yes/ No.
- 2.1 If Yes, Give details
-
-
3. Kindly indicate the maximum Quantity of tendered material which you are capable of supplying within the scheduled delivery period.

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

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4. Suggestion for improvement of the tender document.

.....

.....

.....

Place.....

Signature of contractor

Date

Name of Contractor

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SECTION-9 Part-A

BID FORM

To**From,**.....
<complete address of the purchaser>
.....
..........
<complete address of the Bidder>
.....
.....

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

Ref: Your Tender Enquiry Nodated

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. datedthe receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
We are / are not (strike off which ever not applicable) MSE bidder and have claimed / not claimed (strike off which ever not applicable) exemption from Tender Fee / EMD.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of **150 days** from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with the required Performance Security from a Scheduled Bank for a sum as mentioned in section 5 B of tender for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: day of 20...

Witness

Signature.....

Name

Address

.....

Signature

Name

In the capacity of

Duly authorized to sign the bid for and
on

behalf

of

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SECTION-9 Part-B**Price Schedule**

S.No	SoR Item Description	Total tendered quantity	Basic Unit Price excluding all taxes & charges	FF packing		GST						All inclusive Unit cost	Amount of Input tax Credit (ITC) to be availed by BSNL	Unit price excluding ITC amount (net unit cost to BSNL)	Total price inclusive of all levies and charges but excluding ITC (net total cost)	HS N for goods and SAC for services	TDS Rate	TDS Section
						CGST		SGST		IGST								
				Rate *	Amount	Rate	Amount	Rate	Amount	Rate	Amount							
1	2	3	4	5	6=5x4	7	8=7x(4+6)	9	10=9x(4+6)	11	12=11x(4+6)	13=4+6+[(8+10) or 12]	14=(8+10) or 12	15=13-14	16=3x15	17	18	19
1	Dual Band ONT	10 lakh																
2	Single band ONT	5 lakh	0.6 *X	To be computed by bidder taking – X is the quoted basic price for dual band ONT (S no 1)														
3	Sum Total																	

Notes for Bidder

- Bidder must mandatorily quote for all GST components (CGST, SGST, IGST) as required
- 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.
- In case, dealer is registered under compounding scheme or any rule/notification where the BSNL is not eligible for input tax credit then the bidder should the amount in col 14 as 0.
- * %age Rate of FF & packing should be shown of Basic Unit Price excluding all taxes & charges (i.e as %age of Col.4) The same % will be applicable for single band ONT.

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5. The FF& packing amount quoted shall not be subject to change after bid evaluation/ordering
6. Bidder must mandatorily mention HSN for product & SAC for CRC service @ 20% of Basic Cost (cost excluding FFP&I and GST)
7. The quantity distribution of dual band and single band is indicative, BSNL reserves the right to change the qty subject to total quantity of 15 lakh.

Declaration by the Bidder

1. 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”.
2. “We hereby certify that HSN/ SAC shown in column 17 are correct & credit of GST for the amount shown in column 14 above are admissible as per GST Laws.
3. Using correct HSN/CTH codes, rates of Duties, SWS (to be used by bidder/vendor for importing any equipment), GST rates, will be the responsibility of bidder/vendor himself and any claims/penalties arising due to wrong declaration of these in BoEs during import of items, if any, shall be borne by bidder/ vendor and BSNL is indemnified from same.

Special Instructions:

1. The bidder shall submit the detailed breakup of the material list upto the card level& SFP and software module level along with the cost of each item given above in a separate Annexure. In the case of software, the bidder shall also provide the breakup of per-user/per interface/per device software license as applicable.
2. The bidder shall include any other hardware/software item required for installing, commissioning the system & commercial launch of service.
3. Any other item not covered above but essential for successful completion of project on turnkey basis should also be added in the price schedule and its details should be given in the separate Annexure.
4. In case it is found that any item not provided in the bid is needed for successful implementation of the project, will have to be supplied by the bidder free of cost

SECTION-10**AGREEMENT WITH REGARD TO SECURITY REQUIREMENTS**

This **AGREEMENT** is made and entered into at New Delhi on this the _____ day of _____, 2023.

BY AND BETWEEN

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

AND

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

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

RECITALS

- A. The Vendor has been awarded the Tender bearing no [•] for the [•] ("**Contract**").
- B. Pursuant to the provisions of Clause [•] of Part [•] of Section [•] of the Contract, the Parties are executing this Agreement, subject to the terms and conditions as provided hereinafter.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL REPRESENTATIONS, COVENANTS AND OTHER VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS FOLLOWS:

- 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 here to 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 & 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.

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- 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).
- 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 [End Date].
- 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.

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- 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, operation/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.

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 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.

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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 (wherever applicable)

- 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 vendors 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

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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 (wherever applicable)

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

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Information), when the Contract Personnel's job or role has changed or terminated.

- 4.5.3 The Vendor shall ensure that the TSP Information provided under this Agreement is used only to the extent necessary to enable the Vendor to perform its obligations as per the terms of this Agreement. All Contract Personnel shall sign a confidentiality agreement either as part of their initial terms and conditions of employment or when they start working in TSP buildings or on TSP Systems and TSP Information. These confidentiality agreements shall be retained by the Vendor and shall be made accessible to TSP, if required.
- 4.5.4 The Vendor shall deal with breaches of security policies and procedures, including interfering with or otherwise compromising security measures, through a formal disciplinary process.
- 4.5.5 The Vendor shall provide a 'whistle-blower' facility, available to all staff, with all TSP related issues reported back to the TSP Security Contact to the extent permissible by the law in a location in India where the Vendor is providing the services. . For the avoidance of doubt, this facility shall be used by the Contract Personnel if TSP's employee, agent or contractor instructs Contract Personnel to act in an inconsistent manner in violation of the Agreement.
- 4.5.6 The Vendor shall ensure that in respect to any Contract Personnel assigned to this Agreement, it shall carry out recruitment checks in accordance with its policies.
- 4.5.7 The Vendor shall ensure that all Contract Personnel maintain a clear-desk and a clear screen policy to protect TSP Information, as per its internal policy.
- 4.5.8 The Vendor shall ensure that an auditable process is developed for the ongoing control and management of Contract Personnel access profiles.
- 4.5.9 The Vendor shall, and shall procure that if a Contract Personnel's job or role has been changed or terminated, such Contract Personnel shall securely destroy any TSP Information received in a recorded form from TSP (or has recorded received TSP Information) in accordance with its internal policy. Vendor may retain one copy of such information for archival policy provided it does so in a secure manner.
- 4.5.10 The vendor may perform the above activities as per its internal policy, which shall be shared with BSNL from time to time.

4.6 **Additional Security Policies**

- 4.6.1 The Vendor shall have documented operating procedures to discharge the security requirements detailed within this Agreement and provide TSP with access to such documentation in accordance with "Access to Vendor systems" as stipulated in this Agreement.
- 4.6.2 The Vendor shall implement a controlled exit procedure in respect of the individual Contract Personnel to ensure the return of any TSP assets or TSP Items or TSP Information in the possession of the individual when any of the Contract Personnel who have Access, leave the employment of the Vendor or are no longer engaged for the purpose of this Agreement. Such controlled exit procedure shall include a written communication by the Vendor Security Contact to TSP Security Contact of this removal.
- 4.6.3 The Vendor shall inform the TSP Security Contact immediately upon its becoming aware of any actual or suspected unauthorised Access or misuse of

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TSP Systems or TSP Information or breach of any of the Vendor's obligations under this Agreement.

- 4.6.4 The Vendor shall maintain integrity of the software build including upgrades, operating systems and applications from factory to desk. The Vendor shall demonstrate that the software build (both proprietary and off-the-shelf) delivered to TSP is the same as the software build agreed with TSP. The software as provided by Vendor should not have any known viruses or malware which could hamper security including any unauthorized leakage of TSP Information including Sensitive Information.
- 4.6.5 Any change of location by the Contract Personnel or Vendors support centers shall be notified to TSP.
- 4.6.6 Where Vendor uses subcontractors,, TSP may require that the associated security risks are clearly identified and assessed by TSP Group Security or the appropriate TSP line of business security team. This will ensure that any unacceptable security risks are identified and addressed. This in anyway shall not reduce the Vendor from being responsible to TSP for its obligations to be performed under this Agreement relating to security.
- 4.6.7 Where Vendor uses subcontractors, formal contracts containing all necessary security requirements shall be put in place between the Vendor and its subcontractor before the Subcontractor or its personnel can access TSP Systems and TSP Information or occupy space in TSP's buildings or space in the Vendor's building that is used to access, hold or process TSP Information.
- 4.6.8 TSP may update from time to time, security related policies, guidelines, standards and requirements. TSP will incorporate such updates by reference which shall be notified in writing by TSP to the Vendor promptly. If the Vendor has an issue with such updates, the Vendor shall promptly detail its concerns to TSP in writing.
- 4.6.9 The Vendor shall record and maintain detailed information of all Contract Personnel who are authorised to Access TSP Systems or TSP Information.

4.7 **SERVICE CONTINUITY ASSURANCE:**

- 4.7.1** 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.
- 4.7.2** 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 (wherever applicable)**

- 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.

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- 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, key logger, bots (as the expressions are generally understood in the computing industry) are introduced, and that there is no corruption or modification or compromising 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).

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- 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.

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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, the 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 up to 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 work order. The expenditure for such visits for order valuing more than 50 Crore up to 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.

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

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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 arises 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:

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- 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.

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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**.

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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 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.*

(Note: This is applicable in contracts, where the Operation and Maintenance is with the vendor)

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.

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*Information as per the format given in **Format-VIII** has to be made available to BSNL on a 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/WO.

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.*

Note: The bidder can provide the proposed firewalls management appliance at either DC or DR site to have the centralized monitoring system to meet the requirement as per Format -IX reports on regular basis for securing both sites DC and DR.

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.

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 along with 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.

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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 where the registered office of BSNL is situated.

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.

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 of 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
Note of 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/WO Yes/No	Security Features under the Standard	Relevant Security Standard /s	Name of Network Element , Element ID, Location

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Format – IV: Manuals for Maintenance Procedure

Sl. No.	Name of Network element/ system(including software)	Element ID and Location	Document Reference	Availability of Security related procedure	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 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

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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)

Sr. No.	Name of Network Element, Element ID and Location	WO 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

Sr. 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							

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

SIGNED for and on behalf of
Bharat Sanchar Nigam Limited

SIGNED for and on behalf of [●]

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Signature

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Signature

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Name

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Name

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Position

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Position

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Witness Signature

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Witness Signature

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Name & Address

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Name & Address