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BSNLCO-MMT/14(12)/2/2024-MMT

Dated 31.05.2024

Subject- Replies/ Clarification to pre-bid queries of vendors & Revised tender enquiry document in respect to the tender for SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF GPON OLTs FOR BHARAT NET PROJECT of USOF vide Tender Enquiry No: MM/BN-O&M/OLT/T-793/2024 Dated 29.02.2024.

With reference to the above cited subject, it is intimated that replies/ clarifications to pre-bid queries received from the vendors against Tender Enquiry document are issued herewith.

Further, a revised tender enquiry document, incorporating the amendments in clauses, as referred in the above cited replies/clarifications, has also been issued, superseding the earlier Tender Enquiry document issued on 29.02.2024. The tender enquiry number & date of issue of NIT shall remain same.

The replies/ clarifications & the revised Tender Enquiry document is attached herewith to this letter and are also available on e-tender [URL: <https://etenders.gov.in/eprocure/app>].

All terms and conditions of the tender will be according to Revised Tender Enquiry Document issued herewith, to be read along with replies/clarifications attached herewith.

Encls: - Revised Tender Enquiry Document & replies/ clarifications .


Digitally signed by
MOHAMMAD FAIZAN
Date: 2024.05.31
18:37:29 +05'30'

AGM (MMT)

Copy to:

1. All prospective bidders (through BSNL website & CPPP)
2. Office copy.

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

MMT Section, 2nd floor, Bharat Sanchar Bhawan, Janpath, New Delhi - 110 001

From:

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

To:

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E-file No. BSNLCO-MMT/14(11)/4/2024-MMT

Dated: 31.05.2024

SUBJECT: REVISED TENDER DOCUMENT by BSNL on behalf of USOF, DoT FOR SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF GPON OLTs FOR BHARAT NET PROJECT of USOF.

Tender Enquiry No.: MM/BN-O&M/OLT/T-793/2024 Dated 29.02.2024

Please find enclosed the revised tender document (superseding earlier issued TE document) in respect of above-mentioned tender which contains the following.

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If interested, kindly submit your offers through online bids via the E-Tendering Process specified at the portal [<https://etenders.gov.in/eprocure/app>] under the heading '**Special Instructions to Bidders for E-Tendering**' before end date/time as per updates on BSNL Website & CPPP for the tender Enquiry.

AGM (MMT)

Phone Number - (Off) 011-2371 7844

E-Mail: mohammad@bsnl.co.in

SECTION -1

DETAILED NOTICE INVITING E-TENDER (DNIT)

1. Purpose:

- 1.1 On behalf of USOF, DoT, Digitally signed Tenders are invited by BSNL(Project Management agency-PMA) for following works for **BharatNet Project**, through the e-Tendering Process:

S.N.	Item Description	Quantity
1. Supply of Equipment		
1.1	GPON 4-Port Optical Line Termination Equipment (OLT) with 1-year OEM Warranty.	50,000
1.2	Element Management System (EMS) in 1+1 redundant mode with 1-year on site OEM Warranty.	2 (at Main and DR Site)
2. Services (Installation, Testing & Commissioning)		
2.1	GPON 4-Port Optical Line Termination Equipment (OLT)	50,000
2.2	EMS (1+1) and integration with NMS	2 (at Main and DR Site)
3. AMC of the equipment for 7 years after completion of warranty period		

- 1.2 The instructions regarding supply of 'Trusted products' as mandated by DoT vide File no-20-271/2010 AS-I (Vol-III) dated 10.3.2021, along with its amendments, issued from time to time, shall have to be complied for this tender. The bidder/ OEM shall not be in the notified list of designated sources, from whom no procurement can be done, as per above letter.

GPON equipment, to be supplied under this tender, should comply "Trusted Products" before delivery. In case, the make/ model is not approved as "Trusted Product", then, the bidder/ OEM shall obtain the approval for the tendered products from the designated office.

Alternatively, the bidders can provide all documents/ information to BSNL for application on trusted portal, in their technical bid. The format for submission of information (to be submitted with technical bid) is enclosed at **Section-7(I)**.

- 1.3 The mandatory testing and certification of telecom equipment (MTCTE) provides that every telecom equipment must undergo mandatory testing and certification prior to sale, import for use in India. The equipment should meet above guidelines before supplies are made.

2. Sale of Tender Document:

- 2.1 As this Tender Document shall be following the e-tendering Process, the Bidders may download the detailed Tender from the Tender section of **BSNL Web site <http://bsnl.co.in>** from 29.02.2024. The same Tender will be made available for downloading from e-tender portal CPPP **<https://etenders.gov.in>** from 29.02.2024. The tender document shall not be available for download after closing time.
- 2.2 Bidders are advised to keep themselves updated from Tender section of **BSNL Web site <http://bsnl.co.in>** & the Central Public Procurement portal (**<https://etenders.gov.in>**) by NIC, till the date of opening of Tender for any amendment /clarification/corrigendum and the bids are to be submitted online on Central Public Procurement Portal.
- 2.3 The bidders are required to submit Tender fee of **₹ 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 Bank/Beneficiary Details under intimation to this office.

However, Tender Fee may also be submitted through DD/ Banker's cheque (NOT APPLICABLE FOR E-PAYMENT MODE).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 for both 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

The tender fee is non-refundable.

- 2.4 MSE (Micro & Small Enterprise) bidders (if OEM of offered equipment) are exempted from payment of Tender Fee/Bid Security (if exemption from tender fee/ EMD is claimed by them) provided they submit current and valid Udyam Registration Certificate issued from the Ministry of MSME for the tendered items manufactured/produced and/or services rendered by MSE bidder themselves. These exemptions are NOT APPLICABLE for Medium Scale Units/ Traders/ distributors/ sole agent/ Works Contract. However, in case of graduation (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].

Important Note: - In case of consortium bid or if bidder is not OEM of the offered equipment, above exemptions for MSEs will be extended only if all the consortium partners are MSEs.

Declaration of Udyam Registration Number by MSE bidders on CPPP is mandatory, 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 applicable for tender), if otherwise H-1 quoting bidders. The undertaking/self-declaration regarding submission of URN number on CPPP portal (etenders.gov.in) is to be uploaded online. MSE bidders should also mention their social category (e.g., SC/ST/Women), if any"

3. e-Tendering Process:

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

4. Eligibility Criteria:

4.1 The bidder shall meet the following eligibility criteria:

Eligibility Criteria	Documents Required
<p>(1) The Bidder shall be a Company registered & incorporated in India under the Companies Act, 1956 or 2013 and should have at least 3 years of operations in India on the date of bid submission.</p> <p>The bidder can be an OEM (Original Equipment Manufacturer) of the offered equipment or an SI (System Integrator) duly authorized by OEM through MAF (Manufacturer Authorization Form) from the OEM, along with teaming agreement as per format given in section 7 Part E2 or can bid in consortium agreement with OEM.</p>	<p>(i) Copy of Certificate of Incorporation, Memorandum of Association and Article of Association</p> <p>(ii) PAN card.</p> <p>(iii) GST Registration</p> <p>(iv) MAF, if applicable (Proforma attached as Section-VII Part-E)</p> <p>(v) Consortium agreement [format of agreement as per Section 7(H)], if applicable.</p>
<p>(2) The Bidder should have a minimum average annual turnover of Rs. 175 Crores for the three (3) audited financial years (2020-21, 2021-22, 2022- 23 or 2021-22, 2022- 23, 2023-24).</p> <p>If bidding in legally bound consortium, then the requirement can be met jointly by lead bidder and its consortium partner(s).</p> <p>In case the lead bidder as well as their OEMs (if bidder is not the OEM of the offered equipment), are MSEs, then the minimum average annual turnover of only Rs. 50 Crores for the three (3) audited financial years (2020-21, 2021-22, 2022- 23 or 2021-22, 2022- 23, 2023-24) is required to be met. Again, if such bid is in legally bound consortium, then then the</p>	<p>(i) Audited financial statements for the last three financial years (2020-21, 2021-22, 2022-23 or 2021-22, 2022-23, 2023-24).</p> <p>(ii) Certificate from the Statutory Auditor/ Company Secretary/ Chartered Accountant on turnover details for the last three (3) financial years (2020-21, 2021-22, 2022-23 or 2021-22, 2022- 23, 2023-24).</p> <p>(iii) Udyam Registration Certificates for both bidder and its OEMs (if bidder is not OEM)</p>

Eligibility Criteria	Documents Required
<p>requirement can be met jointly by lead bidder and its consortium partner(s).</p>	<p>issued from MSME (if claiming relaxation in turnover)</p>
<p>(3) The Bidder or their OEM, should have executed similar kind of supply for 5,000 OLTs of 4 or more ports, in the last ten years, as on the bid opening date.</p> <p>The projects executed individually by bidder or their OEMs can be added to meet the requirement of this clause.</p> <p>The requirement of experience for supply shall be 2000 OLTs of 4 or more ports, in the last ten years, as on the bid opening date for the MSE bidder (as defined by MSME) or Startups (as defined by DPIIT), subject to condition that the OEM(s) proposed in its bid are also MSEs.</p> <p>In case the MSE bidder claims its bid to be under Class-I / Class-II Local supplier, as per DPIIT guidelines dated 16.09.2020, to be read along with clarification dated 04.03.2021 on LC calculations or any subsequent clarifications issued by DPIIT, the requirement of experience for supply, shall be 2000 OLTs of 4 or more ports, in the last ten years, as on the bid opening date.</p> <p>Since the bidder is allowed to quote max two make for OLT i.e. from two different OEMs (meeting requirement under S. No. 4 of this table), each make (OEM) shall qualify the criteria of 5000 supplies / 2000 supplies (for MSE bidder).</p> <p>If bidder claims preference as Class-I Local bid, then, all the make / models of OLT products offered in their bid (through one or two OEM(s)) shall individually meet the Class-1 local bid requirement.</p>	<p>Experience/ Work Completion Certificate issued & signed by the PO issuing authority or an authority authorized by the PO issuing authority of the client entity (only central government departments/ State Government departments/ PSUs/ Telecom Service Providers/ Category-A ISPs) on global basis (Self-Certification by the bidder, alone shall not be accepted) along with the supporting documents such as Work order/ Purchase order OR Contract clearly highlighting the scope of work and quantities of the contract/ order.</p> <p>Udhyam/ Startup Certificate/ Local content certificate (with certificate from Cost / Statutory auditor (as per DPIIT guidelines).</p>
<p>(4) Quoted model of GPON OLT should have got Type Approval Certificate (TAC) from Telecom Engineering Centre (TEC), New Delhi or Technical Specification Evaluation Certificate (TSEC) from Quality Assurance Circle, BSNL, Bengaluru, against the technical specifications mentioned in Section-3 Part B of this document or bidder (or its OEM) should have applied for TAC/ TSEC before the date of bid submission.</p>	<p>Copy of TAC/ TSEC or Form-B issued by TEC/ BSNL QA registered QF-103.</p>
<p>(5) The Bidder or their OEMs should not be declared as non-performer by BSNL or blacklisted/ debarred with Ministry of Communication or BSNL or debarring order issued by Department of</p>	<p>Undertaking from the bidder(s) and/ or OEMs, as the case may be.</p>

Eligibility Criteria	Documents Required
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 2 nd Nov. 2021; as on Bid submission date.	
(6) Non-Local Bids along with Class-I/ Class-II Local bids shall be eligible to participate in tender. However, Preference will be given to bidder with Local content (LC) of bid under Class-I Local (50% or above) as per DPIIT guidelines dtd 16.09.2020 to be read alongwith clarification dated 04.03.2021 on LC calculations or any subsequent clarifications issued by DPIIT.	Form-1 for Local content (LC) declaration along with certificate from Cost / Statutory auditor (as per DPIIT guidelines) for declared LC shall be submitted,

4.2 The bidder may quote max two make for OLT i.e. from two different OEMs (meeting requirement under S. No. 4 of above table), each make (OEM) shall qualify the criteria of 5,000 supplies separately.

4.3 Any bidder from a country which shares land border with India will be eligible to bid if the bidder is registered with the competent authority as specified in Annexure-I of O.M. No. 7/10/2021-PPD (1) Dated 23.02.2023 from Department of Expenditure, Ministry of Finance. The bidders shall submit an undertaking in this regard as per format provided under Section-6 Part C, of this tender document.

5. Public Procurement (Preference to Make in India);

5.1 In accordance to guidelines of GoI issued vide No. P-45021/2/2017-PP(B.E.-II) dated 16th September, 2020, No. P-45021/102/2019-BE-II- (part(I) (E-50310) dated 04.03.2021 and instructions as amended from time to time by Govt. of India, in order to encourage make in India and promote manufacturing and production of goods and services in India, preference will be given to domestically manufactured equipment envisaged to be procured through this tender. A copy of the aforesaid Notifications/ Guidelines/ Amendments can be downloaded from Department of Promotion of Industry and Internal Trade website i.e. URL www.dipp.gov.in. Purchase preference for domestic manufacturer, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification and compliance and monitoring shall be as per the aforesaid Guidelines/ Notifications. The Guidelines may be treated as an integral part of the tender document.

5.2 This Procurement will fall under Divisible category and provisions under Clause 3A sub-clause (b) of DPIIT Policy dated 16.09.2020, will apply.

5.3 As per aforementioned guidelines there shall be three categories for manufacturers/suppliers:

(a) Class-I Local Supplier: A supplier or service provider whose goods, services or works offered for procurement meets minimum 'Local Content' of 50%.

(b) Class-II Local Supplier: A supplier or service provider whose goods, services and works offered for procurement meets minimum 'Local Content' of 20% but less than 50%.

(c) Non-Local Supplier: A supplier or service provider whose goods, services and works offered for procurement has 'Local Content' less than 20%.

- 5.4 The Local Content shall mean the amount of value added in India which shall be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent. DPIIT letter dated 16.09.2020 & 04.03.2021 and any subsequent clarification shall be referred for calculation of Local Content of bid.
- 5.5 It is mandatory for the bidder to submit a self-certification as per proforma in Section 7 Part G, along with the bid that the items (Excluding Services (I&C) and AMC value) offered as package in this tender meets the minimum local content and shall give details of the locations at which the local value addition is made. In addition, such bidder is also required to provide a certificate from the statutory auditor or cost auditor of the company giving the percentage of local content in accordance to DPIIT letter dated 16.09.2020 & 04.03.2021 and any subsequent clarification. Furnishing of false information on this account shall attract penal provisions as per the Guidelines/ Notification.
- 5.6 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, shall be applicable for the tender (for award of work).
6. The Bidder shall provide an undertaking for providing warranty & annual maintenance services for the supplied equipment as per the provisions of Section 5 Part C General Conditions of the AMC & Warranty in this Tender Document.
7. The bidders shall submit all necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self-attested by the bidder.
8. In case the supplier gets black-listed by GST Authorities 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 a default of a supplier. Bidder should submit an undertaking to this effect.

A self-declaration along with the evidence that the bidder is not black listed by GST authorities shall be submitted by supplier. In case the supplier gets GST black-listed by GST Authorities during the tenure of BSNL contract, in that case or in any other scenario the loss of Input Tax credit to BSNL will be recovered from the bidder.

9. EMD/Bid Security:

- 9.1 The bidder shall furnish the EMD/ Bid security for an amount Rs. 2 Crore, preferably through online payment mode as per the Bank/ Beneficiary Details under 2.3 above. 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 'A.O. (Cash), BSNL Corporate Office, New Delhi' and Payable at New Delhi; or
 - (b) Bank Guarantee from a Nationalized/scheduled bank (except co-operative bank) in India drawn in favour of 'DGM (MMT), BSNL C.O. Delhi' which should be valid for 210

days from the Bid Closing Date. Copy of SFMS by bidder's Bank shall also be submitted at time of issue of EMBG as well as time of renewal, if any.

- (c) In form of Insurance Surety Bond as per Format provided under section 7 Part A (ii) & valid for 210 days from the Bid Closing Date

9.2 MSE (Micro & Small Enterprise) bidders are exempted from payment from Bid Security. Refer clause 2.4 above in this regard.

10. Last Date & Time of Submission of Bid:

The following is the tentative schedule of activities associated with the Tender:

S. N.	STAGE	DATE & TIME
1.	Start date of availability of Tender Document on BSNL website and e- Tender portal	BSNL Website 29.02.2024 & CPPP 05.03.2024
2.	Last date for receipt of queries from bidders.	07.03.2024
3.	Last date and time for receipt of sealed bids (both Techno- commercial & Financial)	11:30 Hrs of 21.03.2024
4.	Time and Date for opening of eligibility cum Technical Bid.	12:00 Hrs of 22.03.2024
5.	Time and Date for opening of financial bid.	To be notified after Technical bid opening.

11. Place of opening of Bids:

- 11.1 The online tenders submitted by bidders shall be opened through 'Online Tender Opening Event'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Online Tender Opening Event (TOE) from the comfort of their offices. Kindly refer Section 4 Part C of Tender document for further instructions.
- 11.2 However, if necessary, the authorized representatives of Bidders can attend the TOE physically in the MMT section, 2nd Floor, Bharat Sanchar Bhawan, Janpath, New Delhi, where BSNL's tender opening officers shall be conducting the TOE.

12. Non-acceptance of Bids submitted late

Tender bids/ required offline documents will not be accepted after due time & date.

13. Rejection of Bids

- 13.1 Incomplete, ambiguous, conditional, unsealed Bids are liable to be rejected.
- 13.2 CMD, BSNL on behalf of USOF, DoT reserves the right to accept or reject any or all Bids without assigning any reason and is not bound to accept the lowest tender.

14. Adherence to published Tender

- 14.1 The Bidder shall furnish a declaration under his signature that no addition/ deletion/ corrections have been made in the Tender document being followed for submission of Bid and it is identical to the Tender (including its amendments and clarifications to pre-bid queries) appearing on the e-Tendering Portal used by BSNL for processing this tender.

- 14.2 In case of any correction/ addition/ alteration/ omission in the Tender terms & conditions submitted as a part of the submission of Bid, the Bid shall be treated as non-responsive and shall be rejected summarily.
15. 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.
16. All computer-generated documents should be duly signed/ attested by the bidder/ vendor organization.
17. Integrity Pact Program is implemented for this tender for which signing of Integrity Pact is mandatory for the PMA and bidder. Format of Integrity Pact is provided in the tender document at Section 7 Part D Proforma(s). To oversee the implementation of Integrity Pact Program, Independent External Monitors (IEMs) are appointed by BSNL on behalf of USOF, DoT whose information is available under the link- *Independent External Monitor*-on Home page of www.bsnl.co.in.
18. The queries in respect of the bid document, if any, can be submitted through Email, latest by **07.03.2024**. Any query received after this date will not be entertained.

BSNL Contact-1	
BSNL's Contact Person	Sh. Mohammad Faizan AGM(MMT)
Telephone	(011) 2371 7844
	[between 9:30 hrs to 18:00 hrs on working days]
E-mail ID	mohammad@bsnl.co.in
BSNL Contact-2	
BSNL's Contact Person	Sh. Sameer, DM(MMT-IV)
Telephone	(011) 2303 7172 , Mobile No.9868892555
	[between 9:30 hrs to 18:00 hrs on working days]
E-mail ID	sameer@bsnl.co.in

Only those queries received through email that are received by the PMA within the prescribed schedule shall be considered for issue of clarification. The format of the queries shall be raised as below (to be submitted in **MS-Excel sheets** only):

Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub- sub sub Clause	Page Number	Clause Description	Query

Clarifications issued by BSNL, either by its own volition or in response to the queries raised by the prospective Bidders shall form an integral part of Tender Document and shall be treated as amendment of relevant clauses of the Tender Document.

SECTION -2

Tender Information

1. Type of tender:

The Tender shall follow single stage bidding (both techno-commercial and Financial bids to be submitted together) and two stage opening, using two electronic envelopes/ bid parts.

[Note: The techno-commercial Bids will be opened in first stage & evaluated and the financial Bids of only those Bidders whose techno-commercial Bids are substantively responsive, shall be opened subsequently].

E-reverse auction is **not applicable** for this tender.

2. Period of Validity of Bids

2.1 Bids shall remain valid for 180 days from the Bid Closing Date prescribed by the PMA pursuant to Clause 13 of Section 4 Part A. Any Bid valid for a shorter period shall be rejected by the PMA as non-responsive.

2.2 In exceptional circumstances, the PMA may request the consent of the Bidder for an extension to the Bid Validity Period. The request and the response thereto shall be made in writing. It is clarified that a Bidder, accepting the request for extension of Bid Validity Period, will not be permitted to modify its Bid.

3. Documents supporting the Bid

3.1 The first electronic envelope will be named as 'technical envelope' & will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2nd electronic envelope will be named as 'financial envelope' containing financial quote. Offline documents shall be submitted in Envelope-3(offline). These envelopes shall contain one set of all the documents as mentioned in Section 11. Broadly, following documents are to be submitted:

- a) **Techno-commercial envelope** (called technical envelope on e-tender portal) shall contain scanned copies of all documents as mentioned against envelope No E.E-1 in list under section 11.
- b) **Financial envelope** shall contain scanned copies of all documents as mentioned against envelope No...E.E-2 in list under section 11: Refer section 11.

3.2 **Offline Submissions:-** Originals of all the documents as mentioned against envelope No.P.E-3 under section 11. The envelope containing these documents are required to be submitted to AGM (MMT), BSNL C.O., 2nd Floor, Bharat Sanchar Bhawan, Janpath, and New Delhi-110001 on any date on or before bid submission end date or within 5 days after bid submission end date, in a sealed envelope.

The envelope shall bear the Tender Enquiry number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender)."

- 3.3 However, scanned copies of the required documents (whichever applicable) are to be **mandatorily uploaded by the bidder in the online Technical bid part (1st electronic Envelope i.e. Technical Envelope)** on e-tender portal, failing which the tender bid shall be archived unopened / rejected/ not admitted on e-tender portal at bid opening stage.

4. Delivery Schedule

The delivery schedule has been provided at Clause 5 of SECTION -5 PART B.

5. Payment terms

The payment terms have been provided at Clause 6 of SECTION -5 PART B. All statutory taxes as applicable shall be deducted at source before payment

6. Non-Disclosure agreement:

The successful bidder is required to sign and submit a mutual Non-Disclosure Agreement (NDA) with PMA (here BSNL) as per the format available in Section –7 Part F of the Tender document on a non-judicial stamp paper of Rs.100/- at the time of award of APO.

7. Before placement of Purchase Order/Work order on the bidder, the documents submitted by the bidder against eligibility criteria (Clause – 4, Section-1) will be verified by BSNL. For this purpose, the bidders shall be required to produce original documents for verification. The PO/work order will be placed on the vendor only after successful verification of the aforementioned documents, apart from fulfilment of other conditions of APO/AWO.

SECTION 3 PART A

SCOPE OF WORK

1. The scope of work to be performed is “Supply, Installation & Commissioning of GPON 4 Port Optical Line Termination Equipment with MTCTE certified GPON Equipment (including EMS) with 1-year Warranty as per technical specification mentioned in Section 3 Part B – DTR (Detailed technical Requirements).
2. DELETED
3. The AMC of the equipment shall be for 7 years post warranty. However, AMC shall initially be ordered for 5 (five) years. BSNL shall have the right to extend or not to extend the AMC for further 2 years beyond initial 5 years.
4. The successful bidder shall ensure integration requirement of the OLTs with the existing (Phase-I & II)/ upcoming BharatNet network.
5. The OLTs and associated equipment supplied under this tender shall be installed at Gram Panchayats (GPs) in a suitable building, as decided by BSNL on behalf of USOF, DoT.
6. Bidder shall Supply, Install & Commission Optical Line Termination Equipment (OLTs) as per consignee detail. The detailed list of the consignees along with GPs for I&C shall be provided at the time of issue of the P.O.
7. Acceptance Testing of all equipment will be carried out as per prescribed guidelines.
8. The OLTs through EMS will be integrated with the Central BharatNet NOC/ NMS.
9. The bidder shall provide necessary technical support as & when required for integration with BSNL/ BharatNet network.
10. Entire supplied equipment shall be new and not refurbished.
11. The bidder shall include any other hardware/ software item required for installation & commissioning of the supplied material.

SECTION 3 PART B

Detailed Technical Requirement (DTR)

A. TECHNICAL SPECIFICATIONS OF GPON OLT:

1. GENERAL

- 1.1 The GPON OLT shall comply with the latest & relevant ITU-T recommendations and generic requirements of the **TEC GR No. TEC/GR/FA/PON-002/02/NOV-18** with all amendments. In case of any conflict in interpretation of this GR, a specification of this tender supersedes GR. Some of the technical requirements are given below:
- 1.2 **Deleted.**
- 1.3 **Deleted**
- 1.4 The GPON OLT shall provide aggregation & switching functionality between the core network and PON interfaces. It shall offer PON interfaces towards ONTs& service node interfaces (SNI) towards core network. OLT shall interface the core network at various Ethernet interfaces as required. The SNI at OLT is envisaged to provide various Gigabit Ethernet and 10G Ethernet interfaces.
- 1.5 Transport of voice services shall be supported as Voice over Packet between ONT and OLT. The voice traffic shall be terminated at OLT across IP over Ethernet interfaces (with SIP signaling & ITU-T Rec.G.711 framing), thus creating a simple evolution path to an all IP network with soft-switches, as needed.

2. PON Requirements

- 2.1 The maximum differential logical reach shall be 20 KM as per GPON standards G984.x
- 2.2 High splitter ratio support to access 64 terminals from single PON.
- 2.3 The upstream & downstream shall be 1.244Gbps and 2.448Gbps respectively per OLT GPON Port with link/optical budget.
- 2.4 **Mini-OLT shall have minimum 4 PON ports or above.**
- 2.5 **Mini-OLT shall have SNI interface 1 X 10 G(optical), 2x 1G (Optical) and 1 RJ45 port.**

3. LAYER 2 REQUIREMENTS

3.1. MAC

- I. MAC learning shall be supported at OLT level
- II. It shall be possible to enable / disable MAC address learning function and configure the MAC learning aging time.

- III. Support for MAC address limiting: It shall be possible to set maximum number of MAC addresses from the ONT UNI through OLT. When the MAC address limit is reached, subsequent MAC addresses from that specific ONT UNI will not be learned.
- IV. OLT should have 4096 port-IDs per GPON MAC (Downstream and Upstream) & 1024 Alloc -IDs per GPON MAC (Upstream)
- V. The OLT shall have a function to store the corresponding relationship of userid, VLAN tag value and port id number.

3.2. VLAN

- I. Port id based VLAN shall be supported at OLT.
- II. Should have port based QinQ and selective QnQ (vlan stack)
- III. Should have port based/mac based/ **ip subnet based vlan**
- IV. OLT shall support the following VLAN operations, VLAN insertion in ingress process, and VLAN removal in ingress process and VLAN stacking per 802.1ad
- V. The OLT should be able to configure up to 3966 (1-3966) VLAN
- VI. VLAN forwarding / Filtering database should be based on IVL (Independent VLAN learning)
- VII. Classification based on Classification based on 802.1p bit and VLAN id

3.3. LOOP PROTECTION

- I. STP/RSTP/MSTP
- II. Remote loop detecting

3.4. PORT

- I. Bidirectional bandwidth control
- II. Static link aggregation and LACP (Link Aggregation Control Protocol)
- III. Port mirroring and traffic mirroring
- IV. Rate limiting
- V. **Ethernet user interface at SNI of OLT: For P2P application, the SNI interface of the OLT may be GbE as per below:**
 - (a) **1000Base SX (50 μ multi-mode) Interface.**
 - (b) **1000 Base LX (10 μ single mode @1310 nm) Interface.**
 - (c) **1000 Base ZX (10 μ single mode @ 1550 nm) Interface.**

3.5. **FILTERING**

- I. Filtering by destination MAC address.
- II. Filtering by source MAC address.
- III. Filtering of 802.1x packets (Optional).
- IV. Support of Ethernet port authentication (Optional)

3.6. **Dynamic Bandwidth allocation (DBA):**

- I. Maximum Bandwidth limiting.
- II. Minimum guaranteed bandwidth
- III. Two Or more level (Preferred four) classes of classification.
- IV. Piggy-back DBRu report mode 0.
- V. Idle GEM DBA.
- VI. Concurrent support of idle GEM and Piggy-back DBRu mode 0 support.
- VII. T-CONT Type 1 to Type 4

4. **SECURITY REQUIREMENTS**

- I. **Anti-DOS attack feature**
- II. SSHv2 Secure shell
- III. either SNMPv3 or Netconf encrypted management
- IV. Hierarchical management of user and option to add several privilege levels like administrator, operator , guest etc.
- V. User based MAC and ARP traffic examination
- VI. Dynamic ARP table-based binding
- VII. ACL and SNMP ACL feature
- VIII. Port based broadcast/multicast suppression
- IX. DHCP Option 82
- X. TACACS/RADIUS functionality should be present
- XI. Login banner and post declaration option
- XII. Should have Advanced Encryption Standard (AES) for downstream traffic
- XIII. MAC ADDRESS LIMITATION PER PORT
- XIV. System software up gradation at regular intervals
- XV. Traffic Protection –Anti-Spoofing
- XVI. **Shall support secure network protocols such as SFTP/HTTPS/SCP etc.**

XVII. Shall support MAC security function

XVIII. Shall support SNMPv3 and 128-bit AES algorithm for Encryption

5. SERVICE REQUIREMENTS

5.1. QoS

- I. Rate limit to packet sending/receiving speed of port or self-defined flow and provide general flow monitor and two-speed tri-colour monitor of self-defined flow.
- II. Priority remark to port or self-defined flow and provide 802.1 P, DSCP priority and remark
- III. Should have CAR (Committed Access rate), traffic shaping and flow statistics packet mirror and redirection of interface and self-defined flow.
- IV. Should have super queue scheduler based on port and self-defined flow. Each port/flow supports 8 priority queues and scheduler of SP, WRR and SP + WRR.
- V. Congestion avoid mechanism, including Tail-Drop and WRED

5.2.

(A) IPv4

Routing function

(B) IPv6

The equipment shall be IPV6 compliant with all the features as mentioned in clause 5.2.(A) above.

5.3. Multicast

- I. IGMP v1/v2/v3
- II. IGMP Snooping
- III. IGMP filter
- IV. IGMP fast leave
- V. IGMP filter
- VI. MLDv2 snooping

5.4. VoIP

- I. OLT shall transparently support SIP signaling and all required codecs
- II. Static and dynamic IP allocation should be supported.

6. MAINTENANCE REQUIREMENTS

6.1. **Network Maintenance**

- I. Port real-time utilization and transmit/receive statistic
- II. Ping/traceroute
- III. GPON OMCI and OLT management software

6.2. **Device Maintenance**

- I. CLI, console port, telnet , SSH and web access
- II. NTP/SNTP
- III. Network Management

7. RELIABILITY REQUIREMENTS

- I. The OLT shall have local status monitoring, System Event & Alarm Logging with Severity Critical/Major/Minor, Local Alarm storage and Syslog logging.
- II. OLT shall support LED status indication
- III. Power - Indicates power ON status
- IV. Indicate Alarm status.
- V. Alarms: The alarms & consequent actions shall be possible to monitor via EMS & LCT of the equipment as per ITU-T G 984 series Recs.

8. INTEROPERABILITY REQUIREMENTS

OLT shall also interoperable with all existing ONTs being used in BSNL and any future ONTs to be used, by loading of suitable patches without any additional cost. It will be preferred if the loading of Patches is done thru EMS/ NMS without visiting site.

All bidders shall complete inter-operability test with the successful bidders and MTCTE approved supplier of ONTs. All successful bidders shall provide quoted OLT to BSNL at BBNW Circle NOC at Bangalore, for interoperability testing (IOT) with existing equipment in BharatNet network.

9. PHYSICAL REQUIREMENTS

9.1. **Mechanical standards:**

- I. OLT should be 19" rack 1 U mountable pizza box fully compliant with ITU GPON standards.
- II. The equipment shall be fully solid state and adopt state of the art technology.
- III. The equipment shall be compact & composite in construction & light-weight.
- IV. The bidder shall mention the actual dimension & weight of the offered equipment's.
- V. The adapters to be provided for terminating in adapters/ connectors on OLT side shall be SC-PC. The connectors/ adapters at ONT side shall be SC-APC.

VI. OLT should have single feed AC power supply and power consumption should be less than 50W.

VII. Switch fabric in OLT shall be able to handle full wired speed throughputs.

VIII. Dual fan as Hot standby shall be provided

9.2. Environmental requirements: The OLT supplied shall comply with environmental standard QM-333, B2" category.

9.3. Power supply: Powering requirement for OLT shall be as per below:

I. For AC operation, the normal power supply is 160 to 270 V AC, 50 ±2 Hz. The OLT shall be designed to have protection of power transient, power surge and power blowouts.

II. The equipment shall be adequately protected in case of voltage variation beyond the range as specified above and also against input inverse polarity.

III. The derived DC voltages in the equipment shall have protection against over voltage, short circuit and over load.

10. INTERFACES SUPPORTED

1) Southbound Interface towards the OLTs is SNMP v2c/v3.

2) Web service based Northbound Interface for integration with OSS Applications.

11. CERTIFICATIONS

1) TEC-GR Compliant

2) TSEC compliant

B. EMS REQUIREMENTS

EMS (Element Management System) provides an easy to use and effective centralized management solution for GPON network elements namely OLTs and ONTs.

2. GENERAL

- 1) Every successful bidder will also provide EMS to manage order quantity with 25% buffer to add OLT and ONT in the network without any additional cost, in hardware/ software. Solution should comply with ITU-T or any other better interface between the EMS and the Network elements. Furthermore, suitable network interface and software in the EMS should be supplied, so as to have a common/ centralized network management system of different vendors.
- 2) The Bidder will also provide SNMPv2C/ SNMPv3 or any other better interface as the South Bound Interface between the EMS and the Network elements.
- 3) Furthermore, REST API/TMF-814/CORBA shall be supplied as the North bound interface along with suitable network interface and software in the EMS, so as to have a common/ centralized network management system of different vendors.
- 4) The EMS shall support full management capability over the Northbound Interface including Inventory, Fault Performance, Provisioning, Protection, Accounting, Security, Configuration management features which enable end to end management and monitoring of network from the NMS.
- 5) The supplier shall provide basic provisioning system software to enable provisioning of circuits/ bandwidth at any OLT from the EMS itself. The provisioning software shall be customized as per the requirements of USOF, DoT as conveyed by BSNL.
- 6) The vendor who is selected to supply the equipment will provide, without any additional cost, the software upgrades, patches for a period of seven years from the date of completion of supplies for their equipment. They will also provide/ make necessary changes without any additional cost, in hardware/ software to ensure compliance to ITU-T or any other better interface between the EMS and the Network elements
- 7) The Bidder will also provide/ make necessary changes without any additional cost, in hardware/software to ensure compliance to Q3 interface of ITU-T or SNMPv2C/ SNMPv3 or any other better interface as the South Bound Interface between the EMS and the Network elements. Furthermore, TMF-814/ CORBA shall be supplied as the North bound interface along with suitable network interface and software in the EMS, so as to have a common/ centralized network management system of different vendors. Bidder has to have open interface architecture so that if required it can be integrated in future and vendor shall render full support at that stage to facilitate such integration. The protocol used to communicate between ONT and SPV should be based on Q3 interface of ITU-T or SNMPv2/v3 or any other protocol.

3. SALIENT FEATURES REQUIRED:

- 1) Auto Discovery and Sync of OLTs and ONTs.
- 2) Detailed Chassis & Tree View for configuration and reporting.
- 3) Fault Management (Current/History Alarms, Tabular Graphical Reports).
- 4) Performance Management (Current/History performance data, Tabular Graphical Reports).
- 5) Configuration Management.
- 6) Security Management.
- 7) Accounting Management.
- 8) Advanced features for remote software upgrade on OLTs and ONTs.
- 9) "One Stop App" for reporting and user friendly graphs.
- 10) Automatic E-Mail delivery upon alarms of operator's interest.
- 11) Role and geographical Based Access Control (RBAC).
- 12) Logging of important user operations and events in the network.
- 13) High Availability and Disaster Recovery.

4. TECHNICAL SPECIFICATIONS

- 1) EMS running on 4 CPU, 14 cores per CPU, 128 GB RAM
- 2) Should handle all OLT and ONTs
- 3) Performance and fault history for 30 days.
- 4) Management data and history data needs to be maintained for a period of 6 months
- 5) Independent handling of user requests towards different OLTs.
- 6) EMS GUI access through standard web Browser like IE, Firefox, Google Chrome.
- 7) EMS should support up to 100 concurrent GUI users.

SECTION 3 PART C

SCHEDULE OF REQUIREMENT (SOR)

S.N.	Item Description	Quantity
1. Supply of Equipment		
1.1	GPON 4-Port Optical Line Termination Equipment (OLT) with 1-year OEM Warranty.	50,000
1.2	Element Management System (EMS) in 1+1 redundant mode with 1-year on site OEM Warranty.	2 (at Main and DR Site)
2. Services (Installation, Testing & Commissioning)		
2.1	GPON 4-Port Optical Line Termination Equipment (OLT)	50,000
2.2	EMS (1+1) and integration with NMS	2 (at Main and DR Site)
3. AMC of the equipment for 7 years after completion of warranty period		

Note:

1. Bidder shall furnish the detailed Bill of Material (BOM) for each SOR item of Supply of Equipment mentioned above. The detailed Bill of Material should clearly mention all the components including quantities, constituting the SOR item.
2. The priced Bill of Material should be submitted in the envelope containing the price bid and unpriced Bill of Material should be submitted in the envelope containing the techno-commercial part. There should not be any difference in the items and quantities in the priced and the unpriced BOMs.
3. Any additional item if required, should be made part of one of the items mentioned in above schedule of requirement and should be quoted in the detailed Bill of material of that SOR item.

SECTION-4 PART A

General instructions to bidders

1. DEFINITIONS

- a. **"The Purchaser"** means the USOF, DoT.
- b. **Project Management Agency (PMA):** Bharat Sanchar Nigam Limited (BSNL), New Delhi is the Project Management Agency (PMA). BSNL in the capacity of agent of USOF, DoT (Department of Telecommunications, Government of India) for the execution of this project, invites sealed tenders on behalf of USOF, DoT.
- c. **"The Bidder"** means corporate entity who participates in this tender and submits its bid. Bidder shall also mean Lead bidder if bidding in consortium.
- d. **"The Supplier" or "The Vendor"** means the corporate entity supplying the goods / services under the contract.
- e. **"The Goods"** means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the PMA under the contract.
- f. **"The Advance Purchase Order" or "Letter of Intent"** means the intention of PMA to place the Purchase Order on the bidder.
- g. **"The Purchase Order"** means the order placed by PMA on behalf of USOF, DoT on the Supplier signed by the PMA including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- h. **"The Contract Price"** means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- 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. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- j. **"Successful Bidder(s)"** means the bidder(s) to whom work/contract(s) is awarded against this tender.
- k. **"Annual Maintenance Contract" or "AMC"** shall mean the written arrangement between the PMA and the Successful Bidder to be executed upon the expiry of the Warranty Period for the maintenance and/ or support of the relevant Equipment substantially in the form set forth in Section 5 Part C.
- l. **"Applicable Laws"** shall mean any law, statute, ordinance, rule, regulation, guideline, policy or other pronouncement having the effect of law of any Governmental Authority, as interpreted and administered including any modifications or amendments thereto.

- m. **"Bids"** shall mean the response to the Tender to be submitted by the Bidder to BSNL in accordance with the provisions of this Tender on or before the Bid Closing Date.
- n. **"Circle"** shall mean a telecom circle within the Territory, as specified by the Department of Telecommunication, Government of India.
- o. **"Commissioning"** of a network element shall mean its' putting into use, for carrying live traffic or for its intended use, after functional tests. The date of such putting into use will be considered for determining the significant date for purpose of assessment of liquidated damages if any, determination of commencement date for warranty & AMC date and qualifying for payment milestone.
- p. **"Contract"** shall mean the Purchase Order along with supporting documentation to be placed upon the Supplier by the PMA on behalf of USOF, DoT after the Performance Security and unconditional unequivocal acceptance of APO has been received by the PMA from the Supplier.
- q. **"E-Tendering Portal" or "Portal"** shall mean [(NIC's e-tender portal- (<https://etenders.gov.in/eprocure/app>))
- r. **"Documentation"** shall mean the offered system/equipment description documents, general instruction(s), drawings, diagrams and any other written material including electronic material (such as in the form of CD-ROM or other electronic media) and in the English language only, and in Supplier's standard format that the Supplier has provided/ shall provide to BSNL in respect of the network equipment;
- s. **"DOT" or "DoT"** shall mean the Department of Telecommunications, Government of India.
- t. **"Governmental Authority"** shall mean any governmental authority, statutory authority, government department, ministry, secretariat, agency, commission, board, tribunal, court or other law, rule or regulation making body/ entity having or purporting to have jurisdiction on behalf of the Republic of India or any other government having or purporting to have jurisdiction over a Party, or any state or other subdivision thereof or any municipality, district or other subdivision thereof including, without limitation, the Chairman, Department of Telecommunications, Ministry of Communications, Government of India and/or any other telecom regulatory authority, including Telecom Engineering Center, having competent jurisdiction; and/or Chairman, Telecom Regulatory Authority of India, and includes any officer empowered by them to perform all or any of the functions of such a governmental authority.
- u. **"Integrity Pact"** shall mean the agreement to be executed between the Bidder & BSNL as per the format provided in SECTION 7 Part D.
- v. **"LSA" or "Licensed Service Area"** shall mean the specified territorial telecom circle bounded by the geographical limits within which the BSNL is licensed to operate and offer the service within the Territory.
- w. **"Licenses"** shall mean the UASL License and the CMTS License of the PMA which has been granted by the DoT.

- x. **“NDA” or “Non-Disclosure Agreement”** shall mean the Non-Disclosure Agreement as per the format to be provided by BSNL pursuant to the provisions of Clause 2.2(ii), SECTION – 7(F) to be executed between the Bidder & BSNL, prior to the downloading/ purchase of the Tender Document. As Tender is free viewable on BSNL Website & E-Tender Portal CPPP, therefore NDA is not applicable for this tender.
- y. **“Parties”** shall refer to the PMA and the Supplier collectively and the term Party shall be construed in the singular.
- z. **“QA”** shall mean the quality assurance tests which are carried out by the respective Quality Assurance Wing of BSNL as per their prescribed test schedule and tested successfully.
- aa. **“Services”** shall mean the services which the Supplier is required to provide to the PMA under the Contract.
- bb. **“Support”, “Capability”, “Provision” etc** appearing in the Tender and in the TEC GRs shall mean that the support/capability/ provision etc for the referred functionality shall be provided in the network element(s) together with all the associated hardware, software licenses and all related databases for commercial exploitation by BSNL as part of the requirements under this Tender.
- cc. **“Taking over Certificate”** shall have the meaning assigned to it in clause 5.5 of Section 5 Part A.
- dd. **“Territory”** shall mean the Republic of India.
- ee. **“TOE”** shall mean the online Tender Opening Event as per Section 4 Part C.
- ff. **“Warranty Period”** shall have the meaning assigned to it in Clause 6 of SECTION -5 PART B and clause 1 & 2 of Section-3 Part-A
- gg. **“Zone”** shall mean a cluster of LSA(s) in a given area in the Territory.
- hh. The words **“Successful Bidder” or “Supplier” or “Vendor”** shall apply to the Bidder who has been awarded the work.
- ii. **“MSE”** shall means Micro & Small Enterprises as defined in MSMED Act 2006
- jj. **“USOF”** shall mean Universal Services Obligation Fund

2. ELIGIBILITY CONDITIONS:

- 2.1 Kindly refer to clause 4 of SECTION – 1 i.e. detailed NIT.

3. COST OF BIDDING

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

4. COMPOSITION OF THE TENDER DOCUMENT

- 4.1 The goods required to be supplied; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the

covering letter.

- 4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

5. CLARIFICATION OF BID DOCUMENTS

- 5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the PMA in writing by Email to the PMA as indicated in the invitation of Bid. The PMA shall respond in writing through e-tendering portal, to any request for the clarification of the Bid Documents, which it receives within the specified date. Copies of the query (without identifying the source) and clarifications by the PMA shall be made available, through e-tender portal, to all the prospective bidders on e-tendering portal & BSNL Website (only for free view able tenders). Bidders must keep a watch on above websites.

On CPPP portal after downloading tender document, vendors are advised to add the tender ID to their Favourites after which alerts for any update (corrigenda) shall be sent by e-tender system CPPP, to their registered Email ID entered on CPPP.

- 5.2 Also refer clause 8 of Section 4 Part B.
- 5.3 Any clarification issued by BSNL in response to query raised by prospective bidders or otherwise shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

6. AMENDMENT OF BID DOCUMENTS

- 6.1 The PMA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders through BSNL's website or e-tender portal.
- 6.2 The amendments shall be notified as corrigendum through e-tendering portal to all prospective bidders and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the PMA may, at its discretion, extend the deadline for the submission of bids suitably.

7. DOCUMENTS COMPRISING THE BID

- 7.1 The bid prepared by the bidder shall ensure availability of the documents mentioned in Section 11.
- 7.2 It is reiterated that the Bid shall be in English language. All correspondence and documents relating to the Tender Document exchanged between the Bidder and the PMA shall also be in English language. However any technical document/ literature etc. printed in a language other than English shall be accompanied by its true English translation duly signed by the Bidder for its correctness. Any document submitted with the Bid but not in English language shall not be treated as part of the Bid. The responsibility for the correctness of the

translations if any solely rests on the Bidder and the PMA shall not be responsible for any loss/likely loss arising out of error in translation whatsoever. In such cases, for the purpose of interpretation of the Bid, the English translation shall prevail.

8. BID FORM

- 8.1 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 the total composite price along with packing, forwarding, freight, insurance charges and applicable taxes as per the Price schedule provided in Section-9 of Tender Enquiry document. Octroi/ Entry Tax will be paid extra at actuals, wherever applicable. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the goods it proposes to supply under the contract as per the price schedule given in Section 9 Part B (I &II). Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the PMA.
- 9.2 Prices indicated in the Price Schedule shall be entered in the following manner:
- (a) The Basic Unit price (Ex-Factory Price) of the goods, Freight, Forwarding, Packing, Insurance and GST payable by the supplier shall be quoted separately item wise.
 - (b) The supplier shall quote as per price schedule given in Section 9 part B for all the items given in schedule of requirement at Section 3 part C.
- 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 PMA 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 12 of Section-5 Part A of Bid-document.
- 9.6 Unloading charge at the consignee end shall be borne by the Bidder and no separate charges are payable for transportation to individual sites for installation.
- 9.7 The bidder should also clearly mention the full 8/6 digit HSN/SAC code in the price schedule. The onus of providing correct & applicable taxes and duties along with HSN/SAC code rests with the bidder.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 10.1 The bidder shall also furnish, as part of the bid documents establishing the bidder's eligibility, the following documents **or whichever is required as per eligibility criteria & other terms and conditions of the Bid Document.** (Refer Section-11 for further details)

- a) 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).
- b) Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 34.
- c) Certificate of Incorporation.
- d) Article of Association and Memorandum of Association.
- e) 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.
- f) Approval from Reserve Bank of India/ SIA in case of foreign collaboration, if applicable.
- g) Documentary proof of GST registration

10.2 Documentary evidence for financial capability

- a. The bidder shall furnish positive Networth certificate from chartered accountant or financial soundness certificate from its bankers.- **NOT APPLICABLE IN THIS TENDER**

10.3 If any type approved product exists, the same shall be offered.

10.4 In case goods offered have already been type approved by the PMA, documentary evidence to this effect shall be submitted by the Bidder.

10.5 A signed undertaking from Authorized Signatory of the bidder that shall certify that all components/ parts/ assembly/ software used in all the equipment supplied under this tender shall be original and new components/ parts/ assembly/ software and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used.

10.6 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.

10.7 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 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 GOODS' CONFORMITY TO BID DOCUMENTS

11.1 Pursuant to clause 7, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all goods and services which he proposes to supply under the contract.

11.2 The documentary evidences of the "goods and services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:

- (a) 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 a period of three years following commencement of use of the goods by the PMA.

11.3 The bidder shall submit clause by clause compliance for all the terms and conditions of tender. Any deviation to the terms and conditions of tender shall not be accepted.

12. BID SECURITY/ EMD

12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1 (DNIT).

12.2 The MSE bidders are exempted from payment of bid security, subject to following:

- a) A proof regarding valid registration (Udyam registration Certificate) with body specified by Ministry of Micro, Small & Medium Enterprise (MSME) for the main tendered items will have to be attached along with the bid.
- b) The enlistment / registration certificate issued by designated bodies under MSME should be valid on the date of opening of tender.
- c) MSE unit is required to submit its monthly production capacity.
- d) If a vendor registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

12.3 The bid security is required to protect the purchaser i.e. USOF, DoT against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 14.7.

12.4 A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the PMA being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders.

12.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the complete quantity of tender or on expiry of the period of the bid validity period (including any extension for bid validity agreed & accepted by bidder) prescribed by the PMA pursuant to clause 13 (whichever is earlier).

12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity in pursuance to clause no. 24.4 & 27.3 of this section.

12.7 The bid security may be forfeited:

- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
- b) If the successful (L-1) bidder does not accept the APO/ AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 27 of this Section.

13. PERIOD OF VALIDITY OF BIDS

13.1 Bid shall remain valid for period specified in clause 2 of Section 2. A bid valid for a shorter

period shall be rejected by the PMA being non-responsive.

- 13.2 In exceptional circumstances, the PMA 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 its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

14. FORMAT AND SIGNING OF BID

- 14.1 The bidder shall submit his bid, online complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature, by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.
- 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.

14.3 POWER OF ATTORNEY

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

15. SEALING AND MARKING OF BIDS

- 15.1 The bid should be submitted as per Clause 3 of tender information.
- 15.2 The Bid shall be digitally signed by the Bidder through the authorised signatory of the

Bidder through the power of attorney issued by the Bidder.

15.3 The Bid shall be submitted online using two Envelope methodology. The first envelope- Technical part shall consist the eligibility requirements, technical specification and compliance as per clause 14. The second envelope- Financial part shall contain price schedule. The third envelope shall be submitted physically as provided in Clause 15.4.2.

15.4 The Bidder shall submit its Bid electronically along with some submissions in physical form on or before the Bid Closing Date as specified below:

15.4.1 The electronic Bid shall be submitted online together in two electronic envelopes/bid parts viz.:

(i) Electronic Envelope 1: Technical and Commercial Bid along with the Bid security.

(ii) Electronic Envelope 2: Financial Bid.

15.4.2 Physical Envelope (Envelope 3):

The Bidder is requested to submit the offline documents, as specified in clause 3.2 of Section-2, to AGM (MMT), BSNL Corporate Office, 2nd Floor, Bharat Sanchar Bhawan, Janpath, New Delhi – 110001 on any date on or before bid submission end date or within 5 days after bid submission end date in a Sealed Envelope (Envelope-3).

15.4.3 The envelope shall bear (the project name), the Tender Enquiry number and the words 'DO NOT OPEN BEFORE' (due date & time). **It is clarified that apart from submitting the aforementioned documents physically, the Bidder shall mandatorily upload the scanned copy of all above said original documents as Bid-Annexure of Electronic Envelope 1 during Online Bid-Submission.**

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 PMA 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 PMA 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

17.1 No bid shall be accepted either online by E-Tender Portal or physically in case of manual bidding process after the specified deadline for submission of bids prescribed by the PMA.

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 (in case of e-tendering) & physically (in case of manual bidding process) as per clause 15.

- 18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

19. OPENING OF BIDS BY PMA

- 19.1 The PMA 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 10 of DNIT (Section-1) on due date.

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 (A Format is given in enclosed in Section-7 part C).

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

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

- (i) In Single stage bidding & 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 or extended date. The financial bid will not be opened on the Date of opening of techno commercial bids in this case.

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.

- (ii) In case of e tendering process, Information generated by e-tender system based on electronic forms will be deemed as 'Read out' information.

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

- 19.5 The Bidder's name, bid prices, modifications, bid withdrawals and such other details as the PMA, at its discretion, may consider appropriate will be announced at the TOE.

- 19.6 The Bids that are proposed for rejection outright during the TOE by the bid opening team shall be dealt with in the following manner:

- (i) Though the Bidder is given an opportunity to explain its position to the bid opening team before the team decides to reject outright its Bid for non-compliance of any of the provisions mentioned in clause-12 and 31 of Section-4 Part A, if the person(s) representing the Bidder are not satisfied with the decision of the bid opening team, he/they can submit a representation to bid opening team immediately but in no case

after the Bid opening Date with full justification against rejection quoting specifically the violation of tender conditions, if any pointed out by the bid opening team.

- (ii) The bid opening team will not return the bids submitted by the Bidders on the same day of Bid Opening Date even if it is liable for rejection and will preserve the Bids as unopened bids on the Portal.
- (iii) The in-charge of the bid opening team shall mention the number of Bids with name of company found unsuitable for further processing on the Bid Opening Date and number of representations received in bid opening minutes. If bid opening team is satisfied with the explanation of the Bidder/company mentioned in their representation and feel that there is prima-facie case for consideration, the in-charge of the bid opening team will submit the case for review to competent authority 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 Bid Opening Date will be returned to the Bidders after issue of P.O. against the Tender.
- (iv) If the competent authority/reviewing officer finds a case which is fit to open the Bid of the Bidder, this should be done by giving three (working) days' notice to all the Bidders to give an opportunity to desirous participants to be present on the occasion.

20. CLARIFICATION OF BIDS

- 20.1 To assist in the examination, evaluation and comparison of bids, the PMA may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification, at the initiative of the bidder, shall be entertained.
- 20.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the PMA at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.
- 20.3 Post-bid clarifications, if any, shall be sought by BSNL through email. The bidder's response in this regard should be sent through the email id of authorized signatory only.

21. PRELIMINARY EVALUATION

21.1 PRELIMINARY TECHNO-COMMERCIAL EVALUATION

- 21.1.1 Prior to the detailed evaluation pursuant to clause 22 & 23, the PMA 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 PMA's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.1.2 A bid, determined as substantially non-responsive will be rejected by the PMA and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

21.1.3 The PMA 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.

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

21.2 PRELIMINARY FINANCIAL EVALUATION

21.2.1 PMA 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.

21.2.2 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 places. In case the unit price quoted does not tally with its breakup quoted, the same shall be corrected by summing up the breakups. If there is a discrepancy (due to arithmetical calculations) 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 PMA.

21.2.3 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.

21.2.4 Prior to the detailed evaluation, the PMA will determine the substantive responsiveness of technical and commercial Bids to the requirements of the Bid Document. For purposes of these clauses, a substantively responsive Bid is one, which conforms to all terms and conditions of the Bid Document without material deviations. The PMA's determination of bid's responsiveness shall be based on the contents of the Bid itself, without recourse to extrinsic evidence

21.2.5 A Bid, determined as substantively non-responsive will be rejected by the PMA and shall not, subsequent to the bid opening, be made responsive by the Bidder by correction of the non-conformity.

21.2.6 The PMA may waive any minor infirmity or non-conformity or irregularity in a Bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice the establishment of techno-commercial parity among the Bids or effect the relative ranking of any bidder.

21.2.7 The PMA shall evaluate the financial Bids to determine whether they are complete, whether any computational errors have been made, whether the duties and taxes have been applied as per actual, whether the documents have been properly signed and whether the Bids are generally in order. The Bids are then evaluated in the following manner:

- (i) In the first stage, the arithmetic and the tax/duty related errors shall be rectified.
- (ii) In the second stage, the Bids shall be loaded to reach the required level of techno-commercial compliance.

- (iii) In the third stage, the Bids shall be evaluated as per the criteria set in clause- 1 of section-4 Part B read with the related clarifications.
- (iv) Arithmetical errors shall be rectified on the following basis. 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 PMA. 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.

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

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- 22.1 The PMA 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 Part-I of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above but excluding applicable GST .

As stipulated in clause 9.1, Octroi/ Entry Taxes are not to be included in the composite price and hence the same will not be considered for the purpose of evaluation and comparison of responsive bids. However, Octroi/ Entry Taxes will be paid extra, as per actual wherever applicable on production of proof of payment/relevant invoices/documents.

- (a) Duties, taxes & Cesses/ surcharges 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 in the price Schedule. If the credit for the Duties, Taxes and Cesses/ surcharges 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/ surcharges which are declared as not eligible for input tax credit by the bidder as per the quotes indicated in the price schedule, and subsequently at any stage it is found that Credit for such Duties, Taxes and Cesses/ surcharges is admissible as per provision of GST law, then the suppliers will be liable to refund by adjustments against future payments or by payments on demand the amount equivalent of such Duties, Taxes and Cesses/ surcharges if already paid to them. However, the PMA on behalf of USOF, DoT may allow the supplier to submit necessary documents in this regard which may enable the PMA to avail the input tax credit provided such credit is still available for the amount so paid as per provision of GST law. In case such credit to PMA being accepted by GST authorities, the recovered may be refunded to the supplier.

- (d) The PMA on behalf of USOF, DoT reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification from the CGST/SGST/IGST officer or Customs authority where the HSN or SAC classification/ Customs Tariff Head furnished against the particular tendered item by different bidders, differs from each other or the same is found apparently not furnished in accordance with GST Act/Customs Tariff notifications.
- (e) If the supplier fails to furnish necessary supporting documents i.e. Tax invoicing in the name of USOF, DoT in respect of the Duties, Taxes and Cesses/ surcharges which are eligible for input tax credit, the amount pertaining to such Duties, Taxes and Cesses/ surcharges 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/ surcharges 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/ surcharges will be deducted from the payment due to the supplier.

23. CONTACTING THE PMA

- 23.1 Subject to Clause 20, no bidder shall try to influence the USOF, DoT/ PMA on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 23.2 Any effort by a bidder to modify its bid or influence the PMA in the PMA's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

24. PLACEMENT OF ORDER

- 24.1 The PMA on behalf of USOF, DoT 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 PMA. The PMA 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.
- 24.3 The PMA on behalf of USOF, DoT reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.
- 24.4 In the event of L2 and so on **or MSE** bidders refusing to accept its package de rated to the price of L1 bidder, BSNL reserves the right to place the order for entire quantity to the L1 bidder (only applicable where work is to be awarded to more than 1 bidders). It is mandatory for the L1 bidder to accept such an offer (second APO) at evaluated L-1 price and shall perform the whole contract as envisaged in the tender document. The balance quantity, due to non-acceptance of respective quantity by L2 and/or L3 and so on bidders, as envisaged in clause 1 in section 4 Part B, shall be supplied by the L-1 bidder as part of whole

contract. Accordingly, notwithstanding the provisions in clause 5 of General instructions to bidders, L1 bidder has to mandatorily extend his bid validity to facilitate execution of above provisions for a time period as deemed fit by the PMA.

Kindly refer clause 2 of Section 4 Part B

25. PMA'S RIGHT TO VARY QUANTITIES

- 25.1 PMA i.e. BSNL on behalf of USOF, DoT reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of APO/AWO.
- 25.2 BSNL on behalf of USOF, DoT also reserves the right for placement of additional order up to 50% of the quantities of goods and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh. This add-on procurement may be for USOF's BN project or it may be for BSNL's own consumption. In case of add-on procurement being for BSNL, then General Commercial conditions of contract(including Arbitration process, payment terms will be as per BSNL's Procurement Policy) which are annexed as **Section-13**
- 25.3 In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the PMA reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. This add-on procurement may be for USOF's BN project or it may be for BSNL's own consumption. In case of add-on procurement being for BSNL, then General Commercial conditions of contract (including Arbitration process, payment terms will be as per BSNL's Procurement Policy) which are annexed as **Section-13**

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

The PMA i.e. BSNL on behalf of USOF, DoT 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 PMA's action.

27. ISSUE OF ADVANCE PURCHASE ORDER

- 27.1 The issue of an Advance Purchase Order shall constitute the intention of the PMA to enter into contract with the bidder on behalf of USOF, DoT.
- 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.
- 27.3 L-1 bidder may be issued Advanced Purchase Order (APO) in two stages (only applicable where work is to be awarded to more than 1 bidders). The first APO shall be issued for L-1

quantity as defined in clause above. The second APO may be issued to L-1 bidder only when the PMA exercises the right for placement of order on balance tendered quantity on the bidder with the lowest evaluated price in conformity to Clause 24.3 & 24.4 of Section 4 Part A.

28. AWARD OF CONTRACT

- 28.1 The issue of Purchase order shall constitute the award of contract on the bidder. Generally separate POs shall be issued for Supply of equipment and services for the equipment. This will be decided as per the prevailing requirements at the time of placement of PO.
- 28.2 Upon the successful bidder furnishing performance security pursuant to clause 27, the PMA 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. 24.4 & 27.3 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 PMA may make the award to any other bidder at the discretion of the PMA or call for new bids.

30. QUALITY ASSURANCE REQUIREMENTS

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

- 30.1 Quality Policy.
- 30.2 A management representative with authority and responsibility for fulfilling QA requirements and for interfacing with PMA in the matters of Quality.
- 30.3 Procedure for controlling design/ production engineering, materials, choice of components/vendors, manufacturing and packaging process for supplying quality products.
- 30.4 System of Inward Good Inspection.
- 30.5 System to calibrate and maintain required measuring and test equipment.
- 30.6 System for tracing the cause for non-conformance (traceability) and segregating product which don't conform to specifications.
- 30.7 Configuration management and change-control mechanism.
- 30.8 A quality plan for the product.
- 30.9 Periodical internal quality audits.
- 30.10 A 'Quality Manual' in pdf format 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 14.1, 14.2 & 14.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 14.1 & 14.2 and bid validity is less than the period prescribed in Clause 14.1 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 14.3 (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, Section4 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.

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 form 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 PMA AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT.

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

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

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

33. Clause deleted.

34. NEAR-RELATIONSHIP CERTIFICATE

34.1 The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units of PMA. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

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

34.3 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).

34.4 The format of the certificate is given in Section 6 (B).

35. VERIFICATION OF DOCUMENTS AND CERTIFICATES

The bidder will ensure that all the documents and certificates, including experience/ performance and self-certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

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

After the placement of APO, the successful vendors have to show the original eligible criteria documents to the officer/committee nominated by competent authority for verification. The PO will be placed on the vendor only on successful verification of documents as above, apart from fulfilment of tender conditions.

36. SECURITY REQUIREMENTS/AGREEMENT

36.1 The Supplier shall enable the PMA to comply with Applicable Laws including but not limited to notifications, circulars etc issued by DoT from time to time.

36.2 The Supplier recognizes and accepts that in order to make, maintain and ensure PMA's networks compliant with security related instructions and guidelines issued by the DoT from time to time, complete cooperation and commitment of the Supplier is necessary. To help and address the business continuity, communication, security requirements and security management of PMA's network, the Supplier shall execute an agreement in the form as contained in Section 10 of the Tender Document before issuance of any APO by the PMA, subject to the guidelines issued by DOT as amended from time to time. It is clarified that the execution of such agreement shall be a condition to the effectiveness of the Advance Purchase Order. For complying to the requirements under Section 10, if any additional Hardware, Software & Services are required then the same may be quoted by the bidder as part of the bid, under the provision in Clause 5 of Section 4 Part B.

36.3 COMPLIANCE WITH LICENSES

The Supplier shall assist and provide support as and when required to the PMA including the providing of information and documents to comply with the provisions of the Licenses, any amendments made thereto as well as any notifications, circulars, letters issued by DoT or any other Governmental Authority from time to time specially in relation to security clearance and lawful interception.

36.4 NON-COMPLIANCE

The Supplier, including their personnel, employees, associates and sub-suppliers shall be solely responsible for complying with the statutes, laws, regulations, subordinate legislation, administrative orders and instructions issued by relevant Government Authorities, regarding, but not limited to, environment, industrial relations, security and taxation, during the performance of their respective obligations under this Contract. Without limiting the generality of the foregoing, the Supplier shall be responsible for compliance with the Applicable Laws and similar regulations applicable to its activities hereunder, at its own cost and expenses.

In the event there is a delay by the Supplier which is solely attributable to Supplier in fulfilling its obligations under this Contract or any non-compliance or breach of obligations under this Contract by the Supplier due to which any Governmental Authority imposes sanctions on PMA, which results in financial and other liabilities on the PMA, the Supplier shall be liable to make good such loss immediately which has been suffered by the PMA.

37. Reservation/ Procurement from MSE units: The guidelines / instructions / laws issued vide D.O. no 21(1) -2011-M.A..April 25th, 2012 from Ministry of Micro, Small & Medium Enterprise (MSME) with respect to provisions for Micro & Small Enterprises (MSEs) shall be followed.

Appendix – I 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. 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. iv) If PBG submitted is found to be fake then EMBG/EMD will be forfeited.
	a) Bank/ Insurance Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ EMBG or PBG or Insurance Surety Bond;	
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	
	and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	
	Note 1: -DELETED	
	Note 2:- Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.	
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Goods and Services Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender:	
	<i>(i) If detection of default is prior to award of APO</i>	i) Rejection of Bid & ii) Forfeiture of EMD iii) Banning of business for up to three years which implies Barring further dealing with the vendor for procurement of Goods & Services Including participation in future tenders invited by BSNL for up to three years from date of issue of banning order..
	<i>(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD, BG etc.)</i>	i) Cancellation of APO, ii) Rejection of Bid & iii) Forfeiture of EMD. iv) Banning of business for up to three years which implies Barring further dealing with the vendor for procurement of Goods & Services Including participation in future tenders invited by BSNL for up to three years from date of issue of banning order.
1(b) contd.	<i>(iii) If detection of default after receipt of PG/ SD (DD, BG etc.).</i>	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 up to three years which implies Barring further dealing with the vendor for procurement of Goods & Services Including participation in future

S. No.	Defaults of the bidder/vendor	Action to be taken
A	B	C
		tenders invited by BSNL for up to three years from date of issue of banning order.
	(iv) If <i>detection of default after issue of PO/ WO</i>	i) Termination/ Short Closure of PO/WO and Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However, on realization of PG/ SD amount, EMD, if not released shall be returned. iv) Banning of business for up to three years which implies Barring further dealing with the vendor for procurement of Goods & Services Including participation in future tenders invited by BSNL for up to three years from date of issue of banning order.
	Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	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 : 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.	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD. If bidder is MSE category bidder & had claimed exemption from EMD, such bidder will be business banned (including ban on participation in future tenders) for 1 year period.
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.

S. No.	Defaults of the bidder/vendor	Action to be taken
A	B	C
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.	<p>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.</p> <p>ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor.</p> <p>iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
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.</p> <p>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 PMA 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 out-standing dues of vendor including PG/ SD.</p>
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;</p> <p>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 PMA may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD;</p> <p>and</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle.</p>
6	<p>Submission of claims to BSNL against a contract</p> <p>(a) for amount already paid by BSNL</p> <p>(b) for Quantity in excess of that supplied by Vendor to BSNL.</p> <p>c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.</p>	<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-III 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 of recovery of over payment in full, whichever is later.</p>

S. No.	Defaults of the bidder/vendor	Action to be taken
A	B	C
	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	<p>Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that</p> <p>a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.</p>	<p>i) Termination of PO/ WO.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p>
	b) Disrupts/ Sabotages functioning of BSNL network equipment such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipment but not limited to	(iv) Legal action will be initiated by BSNL against the Vendor if required.
	these elements and/ or any other TSP through BSNL.	
	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.	
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	<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 PMA may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>

S. No.	Defaults of the bidder/vendor	Action to be taken
A	B	C
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the PMA may determine the price for degraded equipment (Financial penalty = Price - price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) in spite of order of Arbitrator.	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears BSNL's dues, whichever is later.</p> <p>iii) Take legal recourse i.e. filing recovery suite in appropriate court.</p>
	b) in spite of Court Orders.	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears BSNL's dues, whichever is later.</p>
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/Goods and Services Tax / 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:	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including
	(a) If there is strong justification for believing that the proprietor, manager, MD, Director,	

S. No.	Defaults of the bidder/vendor	Action to be taken
A	B	C
	<p>partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.</p> <p>(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.</p> <p>(c) If the vendor/ supplier fails to submit required documents/ information, where required.</p> <p>(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.</p>	<p>participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
Note 7: The above penalties will be imposed provided it does not clash with the provision of this tender.		
Note 8:- In case of clash between these guidelines & provision of this tender, the provision in this tender shall prevail over these guidelines.		
Note 9: Banning of Business dealing order shall not have any effect on the existing / ongoing works/ AMC / CAMC which will continue along with settlement of Bills.		

SECTION 4 PART B

Special Instructions to 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. Evaluation:

- 1.1 The Financial evaluation methodology is as per Section- 4 Part A clause-21 & 22 of the Tender Document.

The offers of the Bidders shall be evaluated as a single package. The offers of the bidders will be evaluated on the total package basis.

- 1.2 Further, the Bid shall be evaluated as a package quoted by the Bidders for various equipment/materials/services as per the criterion given below:

- (i) It shall be a two-stage evaluation techno-commercial and financial. The bidders shall submit simultaneously techno-commercial and financial bids in separate covers on the same day.
- (ii) On the opening of tender only techno-commercial bids shall be opened and financial bids shall be kept sealed. The financial bids of only those bidders shall be opened which are found techno-commercially responsive. The date of opening of financial bids shall be intimated to the bidders later.
- (iii) The tender shall be evaluated as a complete package of all the items given in Schedule of requirement (SECTION-3 Part C)/ price Schedule (SECTION-9 Part B).
- (iv) Rate of AMC in terms of percentage of Basic equipment cost (without FFPI & GST) (Column#17 of Row 1 & 2 of price schedule for OLT & EMS respectively) are fixed @ 5.5 % for AMC year 1 to AMC year 5 and @ 6.5% from AMC year 6 onward (not to be changed by bidder) and have been mentioned in the Price Schedule (SECTION-9 Part B). Bidder shall fill the calculated values (in Rupees) in the respective fields of Price Schedule. Evaluation shall be done as mentioned below:
 - (a) During evaluation, the value of AMC shall be calculated at the prefixed rates (as mentioned above & in Price Schedule).
- (v) Cost of Installation & Commissioning (Row# 4&5 of Price Schedule) shall be 10% of Basic equipment cost (without FFPI & GST) (Column#17 of Row 1 & 2 of price schedule for OLT & EMS respectively).
 - (a) During evaluation, the value of I&C charges shall be calculated at the prefixed rates (as mentioned above & in Price Schedule).

2. Distribution of Quantities

- 2.1 Among all technically qualified bids, the lowest evaluated price will be termed as L-1 and the rest of the bids shall be ranked in ascending order of evaluated price, as L-2, L-3, L-4 and so on.

- (a) BSNL intends to place order on the L-1 bidder only.
- (b) Further, this Procurement will fall under Divisible category and accordingly, procurement from eligible MSE bidders & Local suppliers shall be applicable as per provisions mentioned in the clause-2.3 of Section 4 Part B.

(c) EMS(s) shall be supplied by each successful bidder covering OLTs from all the OEM(s).

2.2 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 for offer & award of work in case of situations under para 4 c c(a) sub- paras (ii) & (iv). However, if the lowest quoting MSE is the L1 bidder, it shall be treated as the L1 bidder in terms of the allotment of the quantity, provided the no. of supplied OLTs by this L1 in last 10 years are 5,000 or above.**

2.3 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, shall be applicable for the tender. Preference will be given to bidders with Class-I Local category bids. Bidders shall 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.

3. BSNL reserves the right to offer counter offer price(s) against the price(s) quoted by any bidder.
4. Multiple POs can be placed by BSNL within two years period from date of acceptance of APO at same rates, terms & conditions as in accepted APO.
5. Quantity to be quoted in the bid by the bidder is for 100% of the tendered quantity.
6. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient ground. A bidder can submit only one bid. Multiples bids from same bidder will all be rejected summarily.
7. Guidelines for submission of soft-copy of the Bid:

The following guidelines shall be observed in submitting the soft copy of the Bid:

- (i) The softcopy of the technical and commercial offer shall contain product documentation with complete details to verify the compliance to the requirements provided in the Tender. The product documentation shall be of the product offered and shall not be of generic in nature.
- (ii) **The softcopy of the Price Schedule in the financial Bid shall be in Microsoft Excel.** The Excel sheet shall be set for precision of two decimals only [i.e. for paise only] and the display shall also be set accordingly.

A Lead bidder of a consortium bid cannot participate in another bid for this tender, neither as a standalone bidder nor as a consortium partner.

8. Verification of Document and Certificates

8.1 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.

- 8.2 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.
- 8.3 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 buyer will take action, as per Appendix-I to Section-4 Part-A of this document.

SECTION 4 PART C

Instructions for Online Bid Submission for 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 / e-mail 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 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, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

4. SUBMISSION OF BIDS

- 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 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

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

Email Support:

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

Technical – support-eproc@nic.in

Policy Related – cppp-doe@nic.in

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

SECTION- 5 PART A

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. General Conditions of Contract

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 Part B.

3. Patent Rights

The Supplier shall indemnify the PMA 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 in Indian Telecom network.

4. Performance Security

- 4.1 The Supplier (including Micro and Small Enterprise bidders) shall furnish Performance Security to the Purchaser for an amount equal to 3% of the all-inclusive value of Advanced Purchase Order within 14 days from the date of issue of Advance Purchase Order by the Purchaser. In case of Consortium, minimum 50% of the Performance Security shall be furnished by the Lead member of the Consortium and balance 50% or less, shall be shared by consortium partners.

The OEM under MAF/ teaming agreement with successful bidder shall also deposit PBG of 2% value of the APO (if only one OEM) or each of the OEM (if two OEMs) shall deposit PBG of 1% value of the APO.

- 4.2 The Performance Security referred to in Clause 4.1 above is for the performance of the terms and conditions of this Tender and shall be forfeited by BSNL in case of any breach of or failure to perform the terms and conditions of the agreement 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 the PBG or in any outstanding amount due to BSNL in terms of the agreement.
- 4.3 The Performance Security shall be in the form of Bank Guarantee issued by a scheduled bank or in form of Insurance Surety Bond and shall be as per the respective formats provided in Section-7 of this Tender Document respectively.
- 4.4 The Performance Security will be discharged by the PMA after completion of the Supplier's performance obligations including any warranty obligations under the Contract. A certificate shall be issued to APO issuing authority/ office by consignee Circles in this regard, within 1 month of completion of warranty period.

5. Inspection and Tests

- 5.1 The USOF, DoT or PMA or its representative(s) shall have the right to inspect and test the goods and services as per prescribed test schedules for their conformity to the specifications ("**Inspectors**"). Where the PMA 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 PMA.

- 5.2 Should any inspected or tested goods and services fail to conform to the specifications the PMA 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 PMA. In case of Services, the Bidder shall make arrangements to rectify the deficiencies in Services to conform to the specifications and all quality aspects of installations. BSNL will provide all necessary documentation required for import and re-exporting the Faulty/rejected equipment. Any costs incurred for the import/re-export of the faulty/rejected equipment is to be borne by the supplier.
- 5.3 Notwithstanding the pre-supply tests and inspections prescribed in Clause 5.1 and 5.2 above, the Equipment and accessories on receipt at the USOF, DoT/ PMA'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 USOF, DoT/ PMA as laid down in Clause 5.4 below.
- 5.4 If any Equipment or any part thereof including the Services, before it is taken over under Clause 5.5, is found defective or fails to fulfil 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 and/or the Services 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 the site designated by the PMA. Should it fail to do so within this time, the PMA on behalf of USOF, DoT reserves the discretion to reject and replace at the cost of the Supplier the whole or any portion of Equipment and Services as the case may be, which is defective or fails to fulfil the requirements of the Contract. The cost of any such replacement of Goods and Services made by the PMA 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 for all aspects of the Contract in respect of both Goods and Services. 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 and Services 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. 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, this 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". All the major validation issues and major technical problems reported by the Circles should have been satisfactorily resolved.
- 5.6 Nothing in Clause-5 shall in any way discharge the Supplier from any warranty or other obligations under this Contract.

6. Delivery and Documents

- 6.1 Delivery of the Goods and documents, its installation and commissioning shall be made by the Supplier in accordance with the terms specified by the PMA in its SoR and Special Conditions of Contract. The title of the Equipment/material so supplied shall vest with the USOF, DoT after the sale is concluded. Thereafter, the Goods will be issued by the PMA on behalf of USOF, DoT to the Supplier and the risk of the Goods shall remain with the Supplier until delivery of the complete network as a turnkey job has been completed and the network is made over to PMA for operation. The delivery of the Equipment shall be to the ultimate consignee as given in the Purchase Order. E1 and E2 transactions are allowed. Bidder shall comply with the provisions of Applicable Law. Further, it is expected that the ultimate consignee will be receiving the material. In exceptional circumstances, an officer of BSNL not below the rank of JTO shall sign on the POD/DC. Delivery Challan is the compulsory document required as POD along with the Lorry Receipt.
- 6.2 The supply, installation and commissioning of the system shall commence immediately on placement of Purchase Order on the Supplier and be completed in accordance with the commissioning schedule stipulated in the Special Conditions of Contract. .
- 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, if any, validation/type approval and field trial/operation period as stipulated in the Special Conditions of Contract.
- 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

- 7.1 The Successful Bidder shall provide training for installation and maintenance staff of the PMA free of cost.
- 7.2 The Bidder shall specify in his Bid the quantum of proposed training for different aspects, pre-training qualifications required of the trainees and duration of the proposed training to complete the required person months of the proposed training.
- 7.3 The Successful Bidder shall provide all training material and documents in soft and hard copies. Video Tutorials covering all activities for installation, Operations, maintenance, Product Features, New Technology, Best practices, Training on Tools and Testers etc, shall also be provided, along with the rights for internal use for BSNL training purposes.

Video tutorials for all the tools specified in SoR are to be provided with tutorial of 20 Hrs for each component.
- 7.4 The supplier will provide advanced practical and theoretical training on drive test tool, 4*4 digital receiver, Hand held terminal, Planning tool, Post processing tool and RAN optimization tool against each supplied unit ensuring that BSNL officers are fully trained with the operations of these tools in respective circles. The training shall be conducted at Zonal Level (in BSNL's training centres/facilities) wherein the training infrastructure including supplied Tools and testers will be arranged by BSNL and the successful bidder needs to provide the skilled trainers

- 7.5 As part of the project, the supplier has to provide training for a minimum of 1 week per zone to BSNL officers in India in installation, operation, testing and maintenance of system and software. The training modules shall be finalized by Bidder in consultation with PMA and it shall be conducted during project, Warranty and AMC phase in the ratio of 60%, 20% and 20% respectively. However, the travel expenses, boarding and lodging for the trainees shall be borne by the PMA. The 1 week/zone also include all other training requirements stated in various clauses, except Section-5 Part C, clause-1.3 (xii) which shall be extra as it is part of hardware/software upgrades and not to be counted in the general training mandate.

8. Incidental Services

- 8.1 The Supplier may be required to provide any or all of the following services:
- (a) Performance or supervision of on-site installation and/or start-up of the supplied Goods.
 - (b) Furnishing of tools required for installation 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 provided 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 finalised price of the equipment, on its own and such price worked out will be final and binding on the supplier.

Such spare parts as the PMA may elect to purchase from the Supplier provided that such purchase shall not relieve the Supplier of any warranty obligation under the Contract.

In the event of termination of production of the spare parts, the Supplier shall give advance notification to the PMA pending termination (not less than 2 years), in sufficient time to enable the PMA to procure life time spare and following such advance intimation of termination, furnish at no cost to the PMA, 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 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) after twelve months from the date of commissioning as specified below .

The warranty shall start on every calendar quarter ie 1st jan , 1st apr , 1st jul and 1st oct for all the OLTs commissioned in the preceding quarter before the calendar quarter start date , provided the quantity of such OLTs is 100 or above (unless all the ordered OLTs are commissioned – in which case the quantity below 100 also will be qualified for the start of warranty).

- 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 twelve months, whichever may be later. If any defect is not remedied by the Supplier within a reasonable time, the PMA 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 PMA 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 PMA including freight, insurance and other incidental charges.

11. Payment Terms

11.1 The payment terms shall be governed by Clause-6 of section-5 Part B.

11.1.1 Necessary declaration, statutory forms (if any) shall be arranged by PMA i.e. BSNL on behalf of USOF, DoT to avail concessional rate of tax wherever applicable on the request of the bidder as and when asked for.

11.1.2 No payment will be made for goods rejected at the site by the PMA on behalf of USOF, DoT on testing.

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-14.2 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, USOF, DoT 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 PMA on behalf of USOF, DoT 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 i.e. USOF, DoT 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 PMA on behalf of USOF, DoT 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:
- (a) Drawings, designs or specifications, where goods to be supplied under the Contract are to be specifically manufactured for the Purchaser ie. USOF, DoT;
 - (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

- 14.1 The Supplier shall notify the PMA 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 and performance of the Goods and Services shall be made by the Supplier in accordance with the time schedule and technical specifications provided in the Purchase Order. In case the supply of Goods and delivery of Services are not completed in the stipulated delivery period, as indicated in the Purchase Order, the PMA reserves the right either to short close/cancel the Purchase Order in part or full and/or recover liquidated damage charges. The cancellation/short closing of the order for Goods and Services in part or full shall be at the risk and responsibility of the Supplier and PMA on behalf of USOF, DoT reserves the right to purchase balance unsupplied and/or short closed/cancelled supplies and services at the risk and cost of the defaulting Supplier.
- 15.2 Delay by the Supplier in the performance of its delivery obligations with reference to both the supplies and services shall render the Supplier liable to any or all of the following sanctions:
- (i) Forfeiture of its performance security.
 - (ii) Imposition of liquidated damages.
 - (iii) Short closure of 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 or subcontractor(s)

encounters condition impeding timely delivery of the goods and performance of service, the Supplier shall:

- (i) Promptly notify to the PMA, 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 PMA shall evaluate the situation and may at its discretion extend the period for performance of the Contract (by not more than 20 weeks or as per the provisions of Section-5 Part A clause 16.2) as per provisions given below.
- (ii) The Supplier shall submit their request for extension along with the undertaking as per Section 5 Part A, clause-24(fall clause) and a copy of QA inspection certificate at least two weeks before the expiry of delivery period. The decision regarding extension shall be communicated within two weeks of the receipt of request.
- (iii) In case extension is being granted beyond 20 weeks, then the Supplier shall submit additional Bank Guarantee while seeking extension. For piecemeal items, the amount of additional Bank Guarantee shall be 5% of the value of balance quantity of items to be supplied for which extension in delivery period has been sought. In cases of infrastructure/turnkey projects, other than as stated above, 1% of the total project value should be the value for additional Bank Guarantee. The additional Bank Guarantee shall be valid for six months beyond the extension of the 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 PMA.
- (iv) If the Supplier 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.
- (v) Format of (i) letters conveying conditions of DP extension and (ii) DP extension letter are at Section 7 Part A & Part B.

15.4 If the supplies are not completed in the extended delivery period, the Purchase Order shall be short-closed and both the performance securities shall be forfeited.

16. Liquidated Damages

16.1 Time is the essence of this Tender Document/Contract. The Bidder shall adhere to the project execution schedule given in the Tender Document /APO/PO. The milestones stipulated for delivery of supplies and services in the acceptance of the Tender shall be deemed to be the essence of the Contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. In the event of Bidder's failure to perform as per the milestones mentioned in the project execution schedule in section-5 Part B, the Bidder shall be liable to pay liquidated damages. The target dates for selected milestone shall be sacrosanct for the purposes reckoning liquidated damages in this Tender/ Contract. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the PMA and be accepted by the PMA, such delivery will not deprive the Purchaser i.e. USOF, DoT of his right to recover liquidated damage under Clause 16.2 below. However, when supply is made within 21 days of the contracted original delivery period, the PMA on behalf of USOF, DoT

may accept the stores and in such cases the provision of Clause 16.2 will not apply. Further, DP extension for this grace period of 21 days shall not be necessary.

16.2 While granting extension of delivery period as per clause 15.3, the liquidated damages shall be levied as follows:

16.2.1 Should the Supplier fail to deliver the store/any consignment or service thereof within the period prescribed and agreed for delivery, the Purchaser i.e. USOF/ DoT, without prejudice to other remedies available to the Purchaser, shall be entitled to recover, as agreed liquidated damages for breach of Contract, a sum equivalent to 0.5% of the basic value of the delayed supply and/or undelivered material/ supply for each week of delay or part thereof for a period up to 10 (ten) weeks, and thereafter at the rate of 0.7% of the basic value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another 10 (Ten) weeks of delay. Extension of delivery beyond 20 weeks shall not be generally allowed. The extension beyond 20 weeks shall be decided in most exceptional circumstances on case to case basis by the Chief General Manager of the concerned Telecom Circle that has placed the PO stating the reasons and justifications for grant of extension of delivery period beyond 20 weeks.

16.2.2 In the case of turnkey projects, for the purpose of assessment of liquidated damages if any, a delay in commissioning of a network element will be assessed to the extent to which it has materially hampered its utilisation, from a revenue generation aspect, of the element or entity to which it is associated. When the delayed portion of the supply is found to have materially hampered installation and commissioning of the systems, liquidated damages charges shall be levied as above on the total value of the concerned network element and the indirectly impacted sub-system/systems.

16.2.3 Quantum of liquidated damages assessed and levied by the Purchaser i.e. USOF, DoT and decision of the PMA on behalf of USOF, DoT thereon shall be final and binding on the Supplier. Further, the same shall not be challenged by the Supplier either before an Arbitration Tribunal or before the Court of Law. The same shall stand specifically excluded from the purview of the arbitration clause and as such shall not be referable to arbitration. However the bidder can make representation based on actual facts for consideration before the BSNL management. When supply is made to the ultimate consignee within 21 days of QA clearance in the extended delivery period and the goods were despatched within this delivery period, the consignee may accept the stores and, in such cases, the liquidated damages shall be levied up to the date of dispatch after QA clearance only.

16.2.4 The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) of the basic value of the delayed supply i.e. liquidated damages shall be levied upto 20 weeks only as per provision at para. 16.2.1.

16.3 The provision of the Section- 5 Part A clause-16 shall be applied together with those specified in Section- 5 Part B clause-34.

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 PMA on behalf of USOF as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

17.2 Event of Force Majeure shall not include:

17.2.1 Strikes, collective bargaining agreements between the Supplier or its subcontractors with their employees resulting in a delay in performance of the Supplier's obligations under the Contract and labor disputes of any kinds (other than strikes, labor delay or stoppage or other labor disputes, on an industry wide, region wide or nationwide basis);

17.2.2 Late delivery of good and services caused by Suppliers' subcontractors or due to inefficiencies on the part of the Suppliers or its subcontractors.

17.3 Relief under this Clause 17 shall not be given unless the Party intending to claim relief has, by notice to the other Party within ten (10) days of becoming aware of an Event of Force Majeure or if later, within ten (10) days of an Event of Force Majeure having an effect upon the performance of such Party's obligations under this Contract, informed the other Party that it desires to claim relief under this Clause 17. Such notice shall include such relevant information as is available, including without limitation, a description of the Event of Force Majeure and the date of its occurrence, the effect of such Event of Force Majeure upon the performance of such Party's obligations, the expected duration of such Event of Force Majeure and its effects and the actions it is taking in order to comply with this Clause 17.

17.4 As soon as practicable after the occurrence of an Event of Force Majeure, the Party affected shall:

17.4.1 use its best endeavours to prevent and reduce to a minimum and mitigate the effects of the Event of Force Majeure, including where appropriate and having recourse to alternate acceptable sources; and

17.4.2 use its best endeavours to perform its obligations to the maximum extent practicable. Relief under this Clause 17 shall cease to be available to a Party if it fails to use such best endeavours.

17.5 Subject to above clauses, the Party affected by an Event of Force Majeure shall be relieved from liability and shall not be construed to be in default in respect of any obligation hereunder to the extent that and for so long as the failure to perform such obligation shall be due to an Event of Force Majeure.

17.6 If an Event of Force Majeure has occurred that results in delay in performance of the obligations of the Parties, in excess of thirty (30) calendar days, the Parties may, enter into good faith negotiations regarding adjustments to the relevant terms of this Contract or the relevant Purchase Order. If any Event of Force Majeure prevents, or the Parties agree that such an Event of Force Majeure will prevent, the Supplier from fulfilling its obligations under

the Contract for a continuous period of more than 60 days. Either Party may terminate this Agreement or corresponding Purchase Order in accordance with the provisions hereof.

- 17.7 Provided, also that if the contract is terminated under this clause, the Purchaser i.e. USOF, DoT / PMA shall be at liberty to take over from the Supplier at a price to be fixed by the PMA on behalf of USOF, DoT, 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 PMA may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the PMA elect to retain.

18. ACTION BY PMA 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 PMA 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;

18.2 PMA will take action as specified in Appendix-1 of Section-4, Part-A.

19. DISPUTE RESOLUTION

19.1 Dispute Resolution Committee (DRC)

19.1.1 Disputes arising under this Request for Proposal (RFP) shall be formally notified in writing (Dispute Notice) by either party ("**the Notifying Party**") to the other party ("**the Receiving Party**"). The parties are encouraged to resolve disputes amicably through direct negotiation and information sharing.

19.1.2 If the dispute remains unresolved after direct negotiation and communication, the parties shall establish a Circle wise Dispute Resolution Committee (DRC). The DRC shall comprise the following members:

- a) BharatNet BA Head, BSNL, respective circle
- b) Authorized Representative of Bidder/ Supplier (as the case may be)
- c) An officer from BSNL Corporate Office (GM level)

19.2 Dispute Adjudication Board (DAB)(list of issue)

If the dispute remains unresolved after negotiations and the intervention of the DRC, either party may refer the dispute to the Dispute Adjudication Board (DAB) within 15 days from the date of the dispute notice as provided in Clause 19.1 above.

The DAB shall be established on a Circle-wise basis and shall consist of the following members:

- a) CGM, BSNL, respective circle
- b) Authorized Representative of Bidder/ Supplier (as the case may be)– State Representative
- c) An officer from BSNL Corporate Office (PGM/ CGM level)

19.3 The mechanism for resolution of disputes through conciliation under Outside Expert Committee (OEC) :

If any difference or dispute (hereinafter referred as “Dispute”) remains unresolved after negotiations and the intervention of the DAB also, the party **aggrieved (hereinafter referred as “Claimant”)** shall refer the Dispute to conciliation under Outside Expert Committee (hereinafter referred as “OEC”). **The OEC nominated by USOF shall be comprised of 3 members** who shall be independent in terms of Section 12 read with Schedule 5 of the Arbitration and Conciliation Act, 1996 (hereinafter referred as “Act”). The proceedings shall be governed by Part III of the Act. The detailed procedure has been given in **Annexure A**.

Annexure A (Clause-19.3)

(1) Conciliation through Outside Expert Committee (OEC):

- A. 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 third party contract or breach thereof which parties are unable to settle mutually, the same may first be referred to conciliation through Outside Expert Committee (“OEC”) as provided in the Conduct of Proceedings through OEC in Annexure B
- B. **The venue of the OEC meeting shall be as decided by USOF.**
- C. OEC members will be paid fees and provided facilities (as detailed under Annexure C hereinafter, subject to revision by **BSNL & USOF, jointly**, from time to time and subject to Government guidelines on austerity measures, if any
- D. Parties are free to terminate the conciliation proceedings at any stage as provided under the Arbitration and Conciliation Act, 1996.
- E. Subject to terms and conditions contained in the above paras, the provisions of the Part III of Arbitration and Conciliation Act, 1996 shall be applicable to the conciliation proceedings and the parties and the OEC members shall be bound by the same.

Annexure B (Clause-19.3)

Conduct of Conciliation Proceedings by OEC

Proposal for OEC

- (1) The Claimant shall give notice for conciliation to the other parties. The notice shall be given to the concerned officer(s) named for the other parties in the third party contract, clearly bringing out the points of dispute and the amount claimed with documents in support of the claim and the party concerned shall not raise any issue thereafter. It shall be ensured by parties that no parallel proceedings relating to dispute under the same contract are going on in any Court/ Forum /Tribunal. In case, if any dispute is pending relating to the same Contract, then both the parties shall either withdraw the proceedings from the Court/ Tribunal / forum

or shall keep the case in abeyance.

Constitution of OEC

- (2) The OEC shall comprise of 3 members, appointed by USOF.
- (3) In case of vacancy created because of the resignation/recusal of any member, or if any OEC member is not available to attend further OEC Meetings, the vacancy shall be filled by the nomination by the USOF.
- (4) The OEC members shall give a declaration of independence and impartiality (as per Appendix) to both the parties before the commencement of the OEC proceedings.

Constitution of OEC

- (5) The claimant shall submit its statement of claims to OEC members, and to the other party(ies) **(hereinafter referred as “Respondents”)** prescribed in the appointment letter within 30 days of the issue of the appointment letter (as per Appendix ____).
- (6) The respondents shall file its reply and counter claim (if any) within 30 days of the receipt of the statement of claims.
- (7) Parties may file their rejoinder/additional documents if any in support of their claim/counter claim within next 15 days. No documents shall be allowed thereafter, except with the permission of OEC.
- (8) OEC will commence its meetings only after completion of the pleadings.
- (9) In case of 3 members OEC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. However, OEC Recommendations will be signed by all Members. Further, efforts must be made for unanimous recommendations. In exceptional circumstances such as death/serious illness of OEC member or if any OEC member has resigned/recused himself from the case during OEC proceedings and non-appointment of any other member in the place of vacancy so caused, then with the consent of all the parties, two OEC members shall give and sign the recommendations. At the conclusion of OEC proceedings, OEC members shall give its recommendations for resolution of disputes based on material before it with proper justification and reasons. Failure report **or recommendations without reasons** shall not be construed to be a recommendation by the OEC.
- (10) The parties shall be represented by their in-house employees/executives. No party shall be allowed to bring any advocate or outside consultant/advisor/ agent to contest on their behalf. Ex-officers of BSNL and/or USOF who have handled the matter in any capacity are not be allowed to attend and present the case before OEC on behalf of Contractor.
- (11) Solicitation or any attempt to bring influence of any kind on either OEC Members **or BSNL or USOF** is completely prohibited in conciliation proceedings and **USOF** reserves the absolute right to close the conciliation proceedings **at their joint** discretion **if they** apprehends any kind of such attempt made by the Contractor or its representatives.
- (12) Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- (13) OEC will give full opportunity of hearing to the parties before giving its recommendations.
- (14) OEC will conclude its proceedings in maximum 3 meetings, and give its recommendations within **60** days of its first meeting. OEC will give its recommendations to all the parties recommending possible terms of settlement. **USOF** may extend the time/ number of meetings, in exceptional cases, if OEC requests for the same with sufficient reasons.
- (15) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are

unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations and 30 days thereafter in any further proceeding.

Actions after OEC Recommendations

- (16) The recommendations of OEC are non-binding and the parties may decide to accept or not to accept the same. Parties are at liberty to accept the OEC recommendation with any modification they may deem fit.
- (17) Each party shall communicate its comments/response on the Recommendations given by the OEC along with its decisions whether the recommendations are acceptable or not, to the other parties within a period of 15 days from the electronic receipt of the recommendations of OEC. If recommendations are acceptable by all the parties, a settlement agreement under Section 73 of the Arbitration and Conciliation Act, 1996 will be signed within 15 days of last communication of the period ending 15 days within which the decision of the parties has to be communicated, and same shall be authenticated by all the OEC Members. The Agreement so signed and authenticated shall have the same effect as an award passed under Section 30 of the Arbitration and Conciliation Act, 1996.
- (18) The timelines mentioned in the above guidelines are with an objective to achieve expeditious conclusion of OEC proceedings. However, it does not mean that any action beyond the timelines will be invalid. However, the party concerned will make all efforts to complete the actions within the stipulated time.
- (19) The parties shall keep confidential all matters relating to the conciliation proceedings including minutes of OEC meeting and Recommendations of OEC. Parties shall not rely upon them as evidence in any arbitration / court proceeding whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings,
 - a. views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
 - b. admissions made by the other party in the course of the OEC proceedings;
 - c. proposals made by the OEC;
 - d. the fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.
- (20) Confidentiality extends also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement. This stipulation will not apply to disclosure made by **BSNL or USOF** to Govt. of India or its authorities, if required.

19.4 The OEC members shall be entitled to the Fee as applicable.

19.5 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 Tender Enquiry / 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.

20. 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 i.e. USOF, DoT or the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the PMA 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 PMA or BSNL or such other person(s) contracting through the BSNL.

21. Intimation of supply status

The Bidder, who is 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 the concerned planning branches of the concerned circle/licensed service area of BSNL,

22. Details of Equipment

The Bidder shall furnish the name of his collaborator (if applicable), brand name, model no. and type of the Equipment /products offered in this Tender. Detailed technical literatures of the products should also be submitted. No change in either technology or product shall, ordinarily, be permitted after opening of Bids.

23. Fall Clause

23.1 The prices once fixed will remain valid during the Scheduled Delivery Period except for the provisions in clause 14.1 of section 5 Part A.

23.2 Further, if at any time during the Contract:

- (a) It comes to the notice of PMA regarding reduction of price for the same or similar equipment/service; and/or
- (b) The prices received in a new tender for the same or similar equipment/service are less than the prices chargeable under the Contract.

23.3 The PMA, for the purpose of extension to the delivery period, 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 PMA on behalf of USOF, DoT 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 PMA 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.

23.4 The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as "We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/ organization including Department of central/state Government or any central/ state PSU at a price lower than the price chargeable under the contract for scheduled delivery period.":

23.5 In case undertaking as in Clause 24.3 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.

24. Court Jurisdiction

- (i) Any dispute arising out of the Tender Document/Bid /evaluation of Bids/issue of APO shall be subject to the jurisdiction of the competent court at New Delhi.
- (ii) Where a Supplier 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 the Contract /PO has been issued.

Accordingly, a stipulation shall be made in the contract/ PO, by contract/ PO issuing Circle, as under.

“The Contract/ PO is subject to jurisdiction of Court at only”.

25. GST Invoice and Compliances

- 25.1 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.
- 25.2 GST compliant invoice / supplementary invoice/Credit Note/ Debit Note/ Receipt Voucher with IRN and QR Code need to be issued in the name of USOF, DoT and timely within the time prescribed under GST law.
- 25.3 In case of any deficient/incomplete/rejected supply, PMA i.e. BSNL shall convey the same in a reasonable time to enable the supplies to issue credit note and take tax adjustment.
- 25.4 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 USOF, DoT on account of default by the supplier, the same would be recovered from the supplier.
- 25.5 Registered location of the both the parties i.e. USOF, DoT and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of USOF, DoT for availing of credit and ensure that the place of supply as per GST law is same as registered premise
- 25.6 PMA i.e. BSNL can at any time instruct the supplier to raise its invoices at a particular location of USOF, DoT.
- 25.7 It is the responsibility of the supplier to ensure that place of supply and the GSTIN (if any) of USOF, DoT are in the same state. If for any reason they are not in the same state, the supplier shall intimate to PMA i.e. BSNL and give adequate time before raising of the invoice to USOF, DoT.
- 25.8 Invoice number should be mentioned on the E-waybill.
- 25.9 Supplier shall be responsible for timely issuance and delivery of invoice/ DN/ CN to enable USOF, DOT to claim tax benefit on or before the stipulated time period provided by the GST law.
 - (i) Uploading appropriate invoice details on the GSTN within the stipulated time;
 - (ii) Supplier needs to pay the entire self-assessed tax on timely basis.
 - (iii) Where invoice is not uploaded or incorrect upload of invoice detail of GSTN by supplier then credit on such invoice will not be given provisionally but only after

matching. So, acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of invoice details on GSTN is to be submitted by supplier. Such changes w.r.t. the mismatch are required to be accepted by supplier within the time limit prescribed under the GST law. In case of mismatch because of Supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify USOF, DoT for the losses of credit and interest paid due to mismatch.

- (iv) Supplier to issue all necessary documentation and perform all necessary compliances for USOF, DoT to be eligible to claim the input tax credit of GST tax to them.
- (v) A self-declaration along with evidence that the bidder is not backlisted by GST authorities. In case supplier gets black listed during the tenure of contract, then supplier must indemnify USOF, DOT to ensure that no loss of input tax credit is borne by USOF, DOT due to default of supplier.

25.10 Refer Annexures below (placed as Annexure- I 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

25.11 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.

25.12 It shall be the responsibility of the supplier to mention State of place of supply of goods/services in the invoice issued to USOF.

- If the supplier fails to furnish necessary supporting documents i.e. GST invoices in the name of USOF, DoT / 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 to the PMA i.e. USOF, DoT (as applicable to this tender), the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier.
- Tax amount will be paid to the supplier only after the supplier declares the details of the invoices in its return in GSTR-1 and GSTR-3B uploaded by the supplier and after submission of proofs of GST compliances.
- TDS/ TCS under Income Tax Act 1961 & GST Acts shall be deducted by BSNL on behalf of USOF, DoT under PAN/TAN/ GSTIN as a Tax deductor of USOF, DoT at the prescribed rate, if any (as the case may be).
- BSNL on behalf of USOF, DoT can adjust/ forfeit Bank Guarantee obtained from the supplier against any loss due to non-compliances towards Tax Laws on account of supplier's default.
- In case USOF, DoT 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.

Annexure – I to Section 5 Part A

S.N.	Particulars of "Receipt Voucher"
1	Name and registered address of supplier
2	GST registration number of supplier
3	Name of USOF, DoT entity
4	`Bill to' and `Ship to' address of USOF, DOT
5	GST registration Number of USOF, DOT
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.	

Sr. No.	Particulars of "Input Invoice"
1	Name and registered address of supplier
2	GST registration number of supplier
3	Name of USOF, DOT entity
4	`Bill to' and `Ship to' address of USOF, DOT
5	GST registration Number of USOF, DOT
6	Date of Invoice
7	Invoice number
7A	QR Code and IRN 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.

Section 5 Part B

SPECIAL CONDITIONS OF CONTRACT

1. Special Conditions of Contract

The Special Conditions of the Contract shall supplement the 'Detailed Notice Inviting Tender', 'General Instructions to the Bidders', "General Conditions of the Contract". Wherever there is a conflict, the provisions herein shall prevail over those in GRs.

2. SPARES

- (i) Bidder to whom work is awarded, shall ensure the availability of spares for entire period of contract. As an advisory vendor shall stock adequate spares at its own premises in each BA headquarter / district location during the contract period, to meet the SLAs and avoid penalty.
- (ii) In the event of termination of production of the spare parts:
 - a. Advance notification to the PMA of pending termination (not less than 2 years) in sufficient time to permit the PMA to procure needed requirement; and
 - b. Following such advance intimation of termination, furnishing at no cost to the PMA, the blue prints, drawings and specifications of spare parts, if and when requested.

3. QUALITY ASSURANCE AND TESTING

- I. The QA test schedule shall be issued by BSNL. QA unit shall carry out the testing accordingly.
- II. The supply will be accepted only after Quality Assurance tests are carried out by Quality Assurance wing of BSNL, as per prescribed test schedule specified by BSNL.
- III. In case of any quality issue, manufacturers would have to replace the defective material, in full, by good material duly passed by QA.
- IV. The QA unit of BSNL, as specified by BSNL in the APO/ Purchase Order, while clearing the equipment/ stores will strictly adhere to the package discipline for all item in the Bill of Material mentioned in the Purchase Order. Supplies made in full, "as per purchase order", during delivery period only will be deemed to have been supplied within the schedule delivery period.
- V. The bidder would bear all charges pertaining to type approval, Quality Assurance as well as all types of testing except any fees charged by the testing agency for carrying out QA on behalf of BSNL.
- VI. The successful bidder shall pay the required QA testing charges to QA Circle and will get the reimbursement on completion of Installation & Commissioning.
- VII. If the actual supply experience of the bidder/ OEM is up to 10,000; the Bulk QA testing shall be done on 20% of the ordered quantity. Similarly, if the actual supply experience is between 10,000 to 15,000; Bulk QA testing shall be done on 10% of the ordered quantity and in case the bidder/ OEM has supply experience of 15,000 OLTs or more,

the Bulk QA testing shall be carried out on 5% of the ordered quantity. {see illustration-1, below}.

VIII. Failure of any equipment from the offered lot will result in rejection of the whole lot and further Bulk QA testing shall be carried out as below:

- (a) The same lot shall be offered again for Bulk QA testing by the concerned OEM.
- (b) The offered quantity shall be equal to that of the rejected lot. For such re-offered lot (post rejection), Bulk QA testing shall be done on the 100% offered quantity.
- (c) For all the further offered lots (post rejected lot), Bulk QA testing shall be done on the 10% more quantity than the prescribed quantity (5%, 10% or 20%, as the case may be as per Para-VII above).
- (d) As mentioned at para- (a) & (b) above, for all the re-offered lot (post rejection), Bulk QA testing shall be done on 100% offered quantity.
- (e) After each rejected lot, Bulk QA testing shall be done on 10% more quantity than the previous successfully tested lot, as mentioned at para- (c) above.

{see illustration-2, below}

Illustration-1: In case, the ordered quantity is 20,000 OLTs. For any OEM, having actual supply experience up to 10,000 OLTs, as per the experience certificate(s); the Bulk QA testing shall be done on 20% of the quantity to be supplied i.e. 4,000 OLTs. Similarly, for an OEM with actual supply experience of 10,000 to 15,000; the Bulk QA testing shall be done on 2,000 OLTs and; for an OEM with actual supply experience of more than 15,000, the Bulk QA testing shall be done on 1,000 OLTs.

Illustration-2: An OEM qualify for 20% Bulk QA testing and equipment is to be offered in 10 lots. If the 3rd lot is rejected, the same lot shall be re-offered and 100% quantity shall be tested for Bulk QA. For 4th lot onwards, Bulk QA testing shall be carried out on 30% of offered quantity. Further, if 7th lot is rejected, 100% quantity of re-offered 7th lot shall be tested. For 8th lot onwards, Bulk QA testing shall be carried out on 40% of offered quantity and so on.

4. ACCEPTANCE TESTING (A/T):

- (i) PMA on behalf of USOF, DoT reserves the right to appoint any testing authority including its own A/T team for carrying out Acceptance testing of the supplied equipment. The Acceptance Test schedule generally covers the following:
 - a. Checking iron work, cabling and wiring
 - b. Checking components and materials on sample basis.
 - c. Functional test on individual equipment /network.
 - d. Test of services / features.
 - e. Capacity test/ quality testing.
- (ii) The A/T (Acceptance Testing) test Schedule is enclosed at Section-12 of this RFP document. All Tests shall be conducted in accordance with A/T test schedule.
- (iii) Within three weeks of installation of the supplied equipment, the successful bidder shall offer the equipment for Acceptance Testing. Bidder shall offer the sites in lots with lot size of 20 numbers of OLTs (preferably in a single Business Area) for A/T after the OLTs are

visible in NOC.

- (iv) Before offering for A/T, the bidder shall progressively self-conduct and perform Preliminary Acceptance Testing (PAT) for the supplied equipment after the OLTs are visible in NOC, in accordance with the A/T test schedule. Bidder shall preserve the reports of successful testing of such PATs and shall submit the same to BSNL along with offer for Final A/T.
- (v) Once the bidder completes the PAT for a lot, it shall offer the equipment for Final Acceptance Test (FAT). BSNL shall carry out Final A/T for only 1 (one) site of the offered sites (random sample), with following conditions:
 - (a) BSNL shall have the right to choose any site for Final A/T out of the lot of offered sites (20 sites).
 - (b) In case, the final A/T fails at the sample site, Acceptance Testing for all the equipment in the lot (i.e. 20 offered sites) shall be deemed as failed, if the reason for failure is not attributable to the bidder.
 - (c) In case of unsuccessful A/T for a lot as per clause (b) above, the 30% amount of equipment cost; for all the sites in the offered lot; payable against the 2nd milestone of payment terms as per clause-11.2.(i).(b) of Section-5 Part-B, shall not be paid to the bidder.
 - (d) The bidder shall replace the equipment at all the sites in the offered lot; where the A/T is not successful; without any additional cost to BSNL.
- (vi) In case of successful completion of A/T for 5% sample sites of the offered lot, BSNL shall issue a final A/T certificate for all the sites in the offered lot which shall be used as a prerequisite for the 2nd milestone payment of 30% for equipment as per clause-11.2.(i).(b) of Section-5, Part-B.
- (vii) The bidder shall make available the software programs and testers required for carrying out the acceptance tests as per the schedule.
- (viii) BSNL will carry out all the tests detailed in the acceptance test schedule to confirm that the performance of the different modules, subsystems, and entire installation satisfies the specified requirement of specifications including service performance.
- (ix) Any components or modules failing during the acceptance tests shall be replaced at no extra cost to the PMA at site by the Selected Bidder. These shall be shipped within two weeks of the A/T report. Should it fail to do so within this time, the PMA 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 fulfil the requirements of the contract. The cost of any such replacement made by the PMA shall be deducted from the amount payable to the supplier.
- (x) When the performance tests called for have been successfully carried out, the consignee will issue a Taking Over Certificate. The 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.

- (xi) The responsibility of security of the equipment from time of installation till the time of taking over by BSNL shall be of the bidder.
- (xii) After all acceptance tests completion, the designated Testing Executive will certify the equipment as fit for commissioning.

5. VALIDATION FOR INTEGRATION WITH NMS

- (i) The EMS shall be subjected to on-site validation tests for its integration with NMS as specified by BSNL.
- (ii) Selected bidder shall arrange for validation of EMS functionalities related to all type of PON equipment i.e. OLT (min one Nos.) ONTs [min Ten (10) Nos] and all types of software purchased as part of this tender, at the site determined by BSNL.
- (iii) During Validation all functionality related to services i.e. security services, encryption services, POTs, VOIP (SIP Phones), High Speed Internet (HSI), Video On Demand (VOD), Broadcast TV, HDTV, IPTV, Interactive Video, any other services etc as envisaged under the purview of this tender shall be demonstrated by the Supplier to the satisfaction of BSNL/CPSUs.
- (iv) The test schedule for such validation shall be finalized in consultation with the successful bidder.
- (v) The Supplier shall provide, at his own cost all the testing equipment/ instruments as required for all the tests to be conducted so as to complete the Validation as per the specified time schedule

6. WARRANTY

- (i) The contractor shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The contractor shall be responsible for any defects that may develop under the conditions provided by the contractor and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate quality 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 PMA who shall state in writing in what respect stores is faulty. The warranty shall survive inspection or payment for, and acceptance of goods, but shall expire except in respect of complaints notified prior to such date; two years after the equipment have been taken over. Warranty shall also include replacement of faulty software.
- (ii) The warranty period shall be as per Scope of Work (section-3 Part-A).
- (iii) If it becomes necessary for the contractor to replace or renew any defective portion/ portions of the equipment under this clause, the provisions of the clause shall apply to the portion/portions of equipment so replaced or renewed or until the end of the above mentioned warranty period. If any defect is not remedied within a reasonable time, the PMA may proceed to do the work at the contractor's risk and expenses, but without

prejudice to any other rights, which the PMA may have against the contractor in respect of such defects.

- (iv) Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.
- (v) During the warranty the bidder shall perform all the functions as enunciated under the AMC free of cost. All the penalty clauses shall be applicable during the period of warranty in case of failure on the part of supplier.

7. SOFTWARE

- (i) Software version of the equipment being supplied must be indicated in the schedule of requirements as well as in order documentation.
- (ii) The bidder shall supply new versions of software as and when released along with associated hardware necessary for maintaining the software on the systems / equipment supplied to BSNL, free of cost continuously for a period of seven years from the date of commissioning of last equipment in the network as a part of the order against this tender.
- (iii) All the software licenses shall be supplied for unlimited period.
- (iv) Software upgrades shall not affect and degrade services.
- (v) All software licenses must be for use & shall be indicated for each of the applications in "any other hardware & software" item of Schedule of Requirement (SOR).
- (vi) The system hardware/software should not pose any problem due to change in date time caused by events such as change of millennium, century, leap year etc, in the normal functioning of the equipment.
- (vii) For software, which require license, the bidder shall provide all necessary licenses required. Bidders shall also indicate unit price of license for each software, however the financial bid shall contain total cost of software licenses as per the complete tender requirement.
- (viii) Details of all the modules & sub modules of all the software shall be submitted along with the bid.
- (ix) The bidder has to provide APIs of systems supplied against the Purchase Order for sharing with other EMS or similar systems supplied and NMS for the purpose of integration, free of cost.
- (x) The bidder shall provide installation material if not quoted in the bid including specific tools if any, forming part of supply for successful installation & commissioning of the system at each location free of cost.
- (xi) It will be the responsibility of selected bidder to provide all the functionalities in this project as listed in the tender documents without any additional cost.
- (xii) All cabling and installation material required for implementation of the project will be provided by the bidder. All cables and connectors shall conform to latest standards. Vendor will use best installation practices, tools, material, wiring etc. as are prevalent in the industry. Materials & tools required for day-to-day operation of the system on each site shall be provided by the supplier. No additional payment shall be made for any

installation items by BSNL under any circumstance.

- (xiii) Technical Audit of system performance: PMA on behalf of USOF, DoT reserves the right to carry out technical audit of equipment through any designated agency from time to time & bidder shall take necessary corrective measures to conform to the performance parameters stipulated in the tender document with in the period of performance guarantee.

8. DOCUMENTATION

The bidder shall provide soft copy of detailed documents on installation, operation & maintenance, trouble shooting of system pertaining to the equipment supplied along with documents containing Do's & Don'ts for each of the activities i.e. installation/ O&M/ trouble shooting etc. supported by diagrammatic/ schematic presentation. The document shall also include system description; various cards & their features along with block schematic including inter rack/ inter card connectivity or wiring etc. and procedures for invoking/ suppressing each of the features/ services available. If the documentation does not conform to abovementioned details, or does not meet the requirements of the PMA, the bidder shall make additions or alterations or supply new documentation as required by the PMA.

9. AMC

- (i) The yearly comprehensive AMC charges (including labour, spares, maintenance material, batteries, power cable, fiber cable (internal wiring), pig tail patch cord, connectors, consumables etc.) for seven (7) years after the warranty shall be at fixed percentages of the basic equipment cost as mentioned in the price schedule for each year. The bidder shall calculate the amounts in Rupees and fill the values in price schedule.
- (ii) The AMC shall include visit of the engineers of the bidder as and when required to meet the conditions of AMC.
- (iii) DELETED
- (iv) AMC shall initially be ordered for 5 (five) years. BSNL shall have the right to extend or not to extend the AMC for further 2 years beyond initial 5 years. In exceptional situation, BSNL may extend the AMC for a total period of 10 years, post warranty.
- (v) The terms and conditions for AMC in the form of an agreement are given in **Section-5, Part-C** of this document.
- (vi) In case vendor requires release of main PBG submitted as per Clause 4 of Section-5 Part-A above, a Performance bank guarantee applicable for AMC is to be submitted at start of the AMC and shall be **applicable as 10% of the total value of 5 years' AMC Charges**. The PBG submitted after award of contract shall be released only after new PBG for the AMC period is submitted and accepted by buyer after due verification. Bank guarantee for AMC is to remain valid till completion of initial AMC period of 5 years plus six months i.e. 5.5 years.
- (vii) If BSNL extends the AMC for further two years, the PBG submitted before start of original AMC shall be released after new PBG for the extended AMC period is submitted and accepted by buyer after due verification. The Bank guarantee for extended AMC

shall be @ 10% of total value of 2 years AMC charges & is to remain valid for a period of 2 years plus six months i.e., 2.5 years. The same shall be applicable for further extension of AMC, if any.

- (viii) During the warranty the bidder shall perform all the functions as enunciated under the AMC free of cost. All the penalty clauses shall be applicable during the period of warranty in case of failure on the part of supplier.

10. DELIVERY SCHEDULE

10.1. Pursuant to clause-4 of Section-4, Part-B, multiple POs can be placed by BSNL within two years period from date of acceptance of APO at same rates, terms & conditions as in accepted APO. Each Purchase Order (PO) shall be placed for a minimum quantity of 2,500 OLTs.

10.2. The Delivery Schedule, against each Purchase Order for supply, installation & commissioning of the equipment, shall be as given below:

(i) Weekly Delivery Schedule for the First Purchase Order only:

Minimum 1000 OLTs (along with associated equipment) per week, as per ordered quantity, with first lot by the end of 11th week from the date of Purchase Order.

Illustration: If the first P.O. is issued on 05.02.2024 for 2200 OLTs, the delivery schedule will be as below:

- (a) First lot of 1000 or more OLTs by 21st April 2024.
- (b) Second lot of 1000 or more OLTs by 28th April 2024.
- (c) Remaining, if any, by 5th May 2024.

(ii) Weekly Delivery Schedule for all the further Purchase Orders:

Minimum 1000 OLTs (along with associated equipment) per week, as per ordered quantity, with first lot by the end of 7th week from the date of Purchase Order.

Illustration: If the first P.O. is issued on 18.03.2024 for 2200 OLTs, the delivery schedule will be as below:

- (a) First lot of 1000 or more OLTs by 5th May, 2024.
- (b) Second lot of 1000 or more OLTs by 12th May, 2024.
- (c) Remaining, if any, by 19th May, 2024.

(iii) EMS shall be supplied with the first Purchase Order.

10.3. Advance delivery is permitted subject to availability of valid TAC/ TSEC.

10.4. The delivery of the equipment shall be to the ultimate consignee. The consignee details for the month-wise delivery schedule would be mentioned in the Purchase Order.

10.5. Each lot of supply will have two parts- delivery to consignee and Installation & Commissioning (I&C).

10.6. In case of delay on account of the supplier (as per clause 10.5 above), Liquidated Damages shall be applicable at the rates prescribed in Section-III, clause-16 of this tender document.

10.7. If a bidder who is given Purchase Order fails to commence supply or fails to meet the weekly delivery schedule as per the above clause, the PMA reserves the right to cancel the PO and encash the Performance Bank Guarantee.

11. PAYMENT TERMS:

11.1. Payment of specified percentage of the price as stated below shall be made on receipt of goods by consignee.

11.2. **Payment shall be made in Indian Rupees, as given below:**

(i) For supply of Equipment (OLT & EMS):

- (a) **60% of basic value of equipment + Reimbursement of 100% GST** (subject to details of the invoice is reflected in GSTR-2A of BSNL on GSTN portal) after delivery of the equipment.
- (b) **30%** (of basic value of equipment) after installation & successful commissioning.

NOTE:

- A. Invoices against I&C can be raised on successful completion of Acceptance Testing and issue of ATC for minimum 25 number of OLTs. Multiple invoices can be raised accordingly.
- B. In case, BSNL fails to provide consignee location for Installation & Commissioning within 180 days of the actual date of delivery, the vendor shall be eligible for the 30% payment against I&C after expiry of this 180 days period.
- (c) **10%** (of basic value of equipment) after completion of warranty period of 1 year.

(ii) For Installation & Commissioning:

- (a) **90% of I&C cost:** After Installation & Commissioning of the equipment.
- (b) **10% of I&C cost:** After completion of warranty period of 1 year.

NOTE:

I&C invoices can be raised on successful completion of Acceptance Testing and issue of ATC for minimum 25 number of OLTs. Multiple invoices can be raised accordingly.

(iii) Payment terms for AMC:

- (a) The entire AMC and O&M period duration for a year will be divided into four quarters.
- (b) After successful completion of the AMC period of each quarter, 100% payment after making due adjustment towards SLA penalties shall be made based on the quarterly bills submitted.
- (c) No advance payment for AMC shall be made.

11.3. 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, etc.
- (b) Acknowledged Delivery Challan in original.

- (c) Inspection Certificate of QA (Payable copy in original, which shall be issued by BSNL QA to supplier on production of proof of Despatch of QA tested & cleared product, from the works of the supplier/OEM) for GPON OLTs supplied.
- (d) Consignee receipt(electronic message received by supplier from BSNL's ERP system on completion of MEGO by consignee, will be accepted as consignee receipt)
- (e) E-way bill as prescribed in the GST law in case of movement of goods
- (f) Proof of payment of GST, if applicable.
- (g) 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 the supplier declares the details of the invoices in its return in GSTR-1 and GSTR-3B uploaded by the supplier and after submission of proofs of GST compliances.
- (3) TDS/ TCS shall be deducted by BSNL on behalf of USOF under USOF PAN/TAN 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 due to non-compliances towards Tax Laws on account of supplier's default.
- (5) In case USOF, DoT 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.

11.4 No payment will be made for goods/ works/services rejected at the site on testing.

11.5 The supplier 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/ 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.):

11.6 GST Invoice:

- i. 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 issued in the name of USOF, DoT.
- ii. 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.
- iii. In case of any deficient/incomplete/rejected supply, PMA i.e. BSNL on behalf of USOF,

DoT shall convey the same in reasonable time to enable the supplier to issue credit note and take tax adjustment.

- iv. It would be the responsibility of the supplier to declare correct information on invoice issued in the name of USOF, DoT and GSTN viz. the amount, the place of supply, rate of tax etc.
 - v. Registered location of both the parties i.e. USOF and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of USOF and ensure that the place of supply as per GST law is same as registered premise.
 - vi. BSNL on behalf of USOF could at any time instruct the supplier to raise its invoices at a particular location.
 - vii. Invoice number should be mentioned on the E-way Bill.
 - viii. Supplier shall be responsible for timely issuance and delivery of invoice/ DN/ CN on or before the stipulated time period provided by the GST law.
- (b) 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.
 - (c) 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/USOF 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 on behalf of USOF 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 USOF, DoT 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 with in 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 USOF for the losses of credit and interest paid due to mismatch.
 - (v) Supplier to issue all necessary documentation in the name of USOF, DoT to

PMA i.e. BSNL and perform all necessary compliances.

- (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 this contract, then supplier must indemnify USOF/ due to default of supplier.
- (vii) Where the location agreed are more than one state, then separate invoice state wise shall have to be submitted.

It shall be the responsibility of the supplier to mention State of place of supply of goods/services in the invoice issued to BSNL in the name of USOF, DoT or any designated authority.

12. Anti-dumping duty, if any shall be to the account of the supplier.
13. For each item mentioned in the Schedule of Requirement (SOR), the bidder shall furnish an unpriced detailed bill of material in the Technical-Part and the corresponding priced detailed bill of material in the Financial-Part.
14. The bidders should clearly indicate the technology, make, model number and software version for the equipment for which the offer has been made including third party items, if any. In case it is a case of transfer of technology, the details, such as name of technology, name of company etc. should be given and the copy of memorandum of understanding for transfer of technology and RBI clearance if applicable should be enclosed.
15. Change of the quoted technology/ product/ model for GPON OLT and EMS shall not be allowed after bid opening.
16. The bidder is required to supply the IT hardware such as EMS etc. as per the make and models quoted in the unpriced BOM. In case, the quoted IT hardware is no more supplied by the Original Equipment Manufacturer (OEM) at the time of dispatch of the tendered item, a certificate to this effect from the original manufacturer shall be submitted by the bidder. The bidder shall submit the next/ higher version of the model quoted in the tender. The new model of the IT hardware so quoted shall be from the same manufacturer of the original model quoted in the tender and will meet all the specifications of the quoted model. Only on the confirmation of the User Section, the bidder may be permitted to supply the new version of the IT hardware, subject to the technical validation of the new version of the model. The new model of IT hardware shall be supplied at the same quoted cost in the tender.
17. DELETED
18. The bidders, who are given Purchase Order, must give the details of the supplies made against various purchase orders every month on first working day of the following month to BharatNet O&M Cell and MM Cell of BSNL Corporate Office, New Delhi.
19. Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed.
20. PMA reserves the right to disqualify such bidders from future orders who have a record of not meeting contractual obligations against contracts entered into with the purchaser i.e. USOF, DoT.

21. Limitation of Liability

Notwithstanding anything to the contrary in this Contract, the liability of USOF, DoT/ BSNL or the successful bidder (Vendor) towards the other for any damages or compensation of any nature whatsoever under this Contract, shall not exceed Total cost of Project awarded to the successful bidder. For the avoidance of doubt, the limitation hereunder shall not apply to any or all liabilities in respect of third parties. The Parties agree that the Vendor's liability will be uncapped in case of any liabilities arising due to:

- (a) any amount payable as indemnity to USOF, DoT/ BSNL due to its acts or omissions or fraud, gross negligence and wilful misconduct;
- (b) breach of any Applicable Laws or any Applicable Permits;
- (c) any claims or loss on account of Intellectual Property rights violation by the Vendor;
- (d) any personal bodily injury or death of any person caused by, arising out of or in connection with its performance of this Contract; or
- (e) any loss of or physical damage to property of BSNL, or any third party caused by, arising out of or in connection with the performance of this Contract.

SECTION 5 PART C

ANNUAL MAINTENANCE CONTRACT (AMC) AGREEMENT

This agreement is made on the _____ day of _____ to be effective as shown in Table-I 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 and having its registered office and Corporate Office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, New Delhi – 110 001 acting in the capacity of agent of USOF, DoT (hereinafter called BSNL) of the ONE PART and

M/s -----, a company registered under the Companies Act 1956 and having its 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 on behalf of USOF, DoT had placed a purchase order on ----- -- for supply of ----- make GPON equipment consisting of 4 port OLTs & Accessories vide P.O ----- . It is proposed to start the AMC for this purchase order as below:

P.O No	Date of start of AMC	End date of AMC

Whereas the supplier has agreed to duly comply with the provisions of this AMC document 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 terms of this AMC document.

Now the agreement witnesses as follow:

1. PERIOD OF VALIDITY OF THE AGREEMENT.

- 1.1 Agreement shall remain in force till ----- and further extendable by ----- year as per tender terms & conditions.
- 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. During the period of AMC the SUPPLIER shall inter alia:
 - (i) Remotely diagnose the hardware and software faults.
 - (ii) Rectify the hardware/software faults.
 - (iii) Repair and replace the faulty PCB and any other equipment or part thereof.
 - (iv) Carry out the quarterly preventive maintenance from NOC.
 - (v) Create customized reports for maintenance and reporting purposes from EMS on daily

basis.

4. The supplier shall prepare the Quarterly schedule for preventive maintenance through N.O.C. and shall submit the same to BharatNet BA Head and NOC in advance prior to start of Warranty Period. The preventive maintenance shall not affect the normal functioning of the system. The preventive maintenance shall be carried out from BharatNet NOC and no physical visit is envisaged. The NOC report for Preventive Maintenance shall be verified and accepted by BharatNet BA Head.
5. The SUPPLIER shall be solely responsible for the maintenance, repair of the software/hardware systems, equipment and parts thereof and BSNL shall not be liable to interact with any of the partners/ collaborators or subcontractors of the SUPPLIER.
6. Physically Damaged and Visibly Burnt cards which are attributable to BSNL will not be covered under the scope of this Agreement. And record of such card with serial number and location should be maintained by BSNL.
7. This agreement covers GPON OLTs and associated accessories and EMS only.

8. REPAIR AND MAINTENANCE:

8.1. TECHNICAL SUPPORT & SERVICE CENTRE:

The whole process shall be made available on the portal.

The SUPPLIER shall have minimum 1 (one) Technical support / service / repair Centers in each circle, where 1000 or more OLTs are to be supplied. The supplier shall deploy two experts from 8:00 am to 8:00 PM at each node of NOC i.e. Delhi and Bangalore. The SUPPLIER shall furnish the names, locations, complete postal address, Telephone numbers and FAX numbers of all technical support / service / repair Centers Prior to start of warranty. The SUPPLIER shall also specify the names of the Nodes to be covered by each Technical support Center in the format given at **Appendix-'A'** to this agreement.

- 8.2. The SUPPLIER shall also provide the name of alternate contact person or Technical Support Center with address & telephone /FAX no. which may be contacted by BSNL staff for support in case of no response/poor response from the designated Technical Support center. This, however, shall not preclude BSNL from imposing the penalties, if any, as applicable as per the terms & conditions of this agreement.
- 8.3. Any change in Address, Phone number, FAX Number etc. shall have to be intimated in writing by the SUPPLIER to the BSNL NOC team and circles. If the Node in charge of the BSNL are unable to report the faults to the normally assigned Technical Support Center due to the change of phone number etc. the fault will be reported (as per provision above) 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.

8.4. RESPONSIBILITIES OF TECHNICAL SUPPORT & SERVICE CENTER:

- 8.4.1. The SUPPLIER shall ensure that all the Technical support, service & repair centers are manned by fully competent and responsible Engineers and are:
 - (i) Capable of giving all types of necessary technical guidance/ assistance over phone to the respective Node in-charge of BSNL sites.

- (ii) Capable of attending the faults at the BSNL sites whenever needed by deputing competitive technical expert.
- 8.4.2. 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.
- 8.4.3. The Technical support Centers /Service /repair centers shall receive the faulty cards/units/PCBs from BSNL sites and repair / replace them with good cards during the period of AMC.
- 8.4.4. The Technical Support Center (s) shall also work as repair center(s) and it shall be responsible for repairing the faulty cards/units/PCBs.
- 8.4.5. The bidder should implement a portal for RMA booking, tracking and fault records and the same shall be part of the commissioning of the Project.

9. SOFTWARE UPGRADES:

- (i) With the execution of this AMC, the SUPPLIER will support with identifying the root cause of fault and if the root cause is pertinent to the supplied OLT, the bug will be fixed by providing a patch to software of the OLT or EMS Application software.
 - (ii) SUPPLIER shall notify the NOC team in advance for planning the downtime for applying the software patch. SUPPLIER will take follow up action to restore the OLTs to production after the software patch is applied.
 - (iii) SUPPLIER shall do software upgrade of the OLT and EMS application software without any additional cost to support the OLTs being connected to the OLTs as may be required from time to time.
- 10.** The first line maintenance shall be done by authorized staff/ agency of BSNL by replacement of the faulty/ affected module with a readily available spare module. Spare module shall be arranged by the vendor in each BSNL BA . The record should be maintained in the fault booking portal.
- 11.** The faulty module shall be sent by BSNL to the Bidder's designated location within the BA .
- 12.** The BIDDER shall arrange and ensure repair or replacement of the faulty equipment, to maintain its own spare inventory . In case the Bidder wants to replace the spare card/ unit/ module with the repaired one, it shall be done within 21 days of receipt of the faulty module by the Bidder. While the responsibility of delivering the faulty module/Card/PCB/equipment to the BIDDER's premises will lie with BSNL, the responsibility of repairing and sending back the same to the respective BSNL site will be with the BIDDER.
- 13.** 21 days' time shall be calculated from the date of receipt of the faulty equipment by the Bidder to the date of receiving back of the repaired one by BSNL. Wherever sub-racks or other equipment are brought by the representative of the BIDDER at site for replacement of the faulty unit/sub-rack/ equipment, the respective faulty equipment shall be taken back by the said representative for further repair etc. at the cost of BIDDER (will be generally applicable for EMS).

14. Vendor shall not be penalized for any delay from PMA i.e. BSNL's side i.e. any delay in providing road permit by BSNL shall be excluded from Turn Around Time (TAT) calculation. If Bidder does not want the replaced unit given at the time of fault repair and repaired unit is kept as recoupment to its own spare inventory, there shall be no penalty.

15. TECHNICAL SUPPORT PROCEDURE:

- 15.1 The following procedure shall be followed for Technical support: In case of any fault, abnormality in the system, partial or total failure of the system, authorized staff/ agency of BSNL, will immediately contact the designated Technical support Center of the Bidder and give information about the nature of fault over phone / FAX / pager / e-mail or log the issue in the Technical Support Web Portal maintained by the bidder.
- 15.2 The details of the faults reported shall be recorded in a prescribed format, called the "**FAULT – DOCKET**" as agreed with BSNL on a Technical Support web portal developed by bidder. Changes in the "FAULT – DOCKET" may be incorporated for better reporting and recording reconciliation of the faults at BSNL Node and also at Technical support Centers of the Bidder by mutual agreement and understanding so that there shall be proper and smooth booking of Docket and closing of docket. The Bidder shall be required to integrate its system with Bharatnet NOC for seamless flow of information.
- 15.3 Similarly, after rectification of fault, the time of restoration and total duration of fault will be recorded by authorized staff/ agency of BSNL on the Technical Support web portal.
- 15.4 In case of any dispute arising regarding duration of fault etc, the Fault Docket as maintained in web portal / Bharatnet NOC shall be the guiding documents to be agreed by both parties.
- 15.5 The "Fault Docket" shall be filled with utmost care, giving all the details of the faults and other information as prescribed in the Fault Docket and the entries shall be made using user id & password by node incharge.
- 15.6 Technical instructions shall be given to the authorized staff/ agency of BSNL staff of the concerned Node, over phone. If the fault is restored by following the instructions given over phone, the Node In-charge will close the Fault Docket after making suitable entries and after satisfying himself of the proper restoration of the fault on web portal.
- 15.7 Once the fault has been rectified and the system & services were restored to normalcy, record the details of steps to be taken and procedures to be followed for not only restoration of similar faults by BSNL staff but also for preventing the occurrence of similar faults in future. Similar entries shall be made in the fault docket also. **A comprehensive fault report must be available month wise in web portal**

16. AMC charges and PAYMENTS:

The charges for AMC shall be %age of equipment cost (Without GST) +GST, as indicated in the Purchase Order.

- 16.1 For fulfilling the above obligations, the following procedure shall be followed for paying the SUPPLIER the charges for the services rendered by the SUPPLIER under this Agreement.
- 16.2 BSNL shall not pay any charges in advance. Bills for AMC 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.

- 16.3 The nodal in-charge shall be certifying services in the ERP (SES) generated based on service verification portal (**SVP**) 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. For preventive maintenance, a docket will be generated for each OLT by BharatNet NOC and resolved by vendor as per preventive maintenance cycle. SVP has defined workflow and process for each activity. Proper integration with docket data from vendor portal will result in a smooth process.
- 16.4 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.
- 16.5 BSNL FTTH nodal in charges at each circles /BA or BharatNet BA Heads shall use the service verification portal (SVP) for centralized verification of services and uptime / downtime of services. Timely clearance of service verification in SVP portal shall be ensured by BharatNet.
- 16.6 BSNL on behalf of USOF, DoT reserves the right to adjust any over-payment of AMC charges in any quarter, any time during the period of AMC.
- 16.7 After making payment Concerned/ Circle shall communicate to Vendor about details of payment with complete detail of, penalty(if any deducted, on behalf of USOF), TDS deducted on PAN/TAN/GSTIN of USOF, DoT and net payment.

17. FORCE MAJEURE:

Neither BSNL/ USOF, DoT 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 USOF, DoT/ BSNL or the SUPPLIER including but not limited to fire (including failure or reductions), acts of God, Travel and material movement restrictions due to Pandemic acts to 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.

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

- 13.1 Severity Levels, Response times and Restoration times will be as below:

Fault Type (OLT)	Severity Level	Restoration time
Fault in the equipment/ system affecting the availability of service to more than 5% of working subscribers in a OLT & does not require any hardware change	1A	12 Hours
Fault in the equipment/ system affecting the availability of service to more than 5% of working subscribers in a OLT require hardware change	1B	24 Hours

Any faults affecting the availability of service to 5% or less subscribers in a OLT & no hardware changes required	2A	16 Hours
Any faults affecting the availability of service to 5% or less subscribers in a OLT & hardware changes required	2B	24 Hours

- 13.2 Here the node will be taken to mean a site having OLT. Availability of service shall be taken to have been affected if indications including among other things, poor bit error rate to the subscriber, intermittent failure, end-to-end unavailability of service to the customer fault of continuous nature etc.
- 13.3 The time for restoration of fault will be counted from the time of reporting to the technical support centre as per procedure prescribed in clause 15 of this agreement. As vendor resources are always available in the NOC, No delay is expected.
- 13.4 For the purpose of arriving at the penalties as indicated in table above, the calculated percentage upto two decimal points shall be rounded off to nearest figure (e.g. 4.49 % will be taken as 4% and 4.50 shall be taken as 5%).

19. PENALTIES

- 19.1 If the supplier fails to restore the fault within the time limit specified in clause 18 above, following penalties shall be applicable

I. Severity Level	Penalty per 8 hours of delay/per node/per occasion
1A & 1B	Rs. 300/-
II. Severity Level	Penalty per day of delay/per node/per occasion
2A & 2B	Rs. 150/-

(Delay will be counted in steps of 8 Hr/One day, as the case may be).

- 19.2 The penalty will be applicable on per node basis even if there is a commonality of fault at any point in the network causing failure full or part of service at more than one node in the network.
- 19.3 If the supplier is unable to meet the TAT of 21 days as mentioned in clause 12 & 13 for repair/ replacement of faulty equipment from the date of receipt of cards by the Bidder, a penalty of Rs 150/-per day of delay per faulty module/card shall be applicable upto 30 days delay from TAT time (i.e. 22nd day to 52th day). Beyond 30-day delay from TAT time (i.e. from 53rd day), the penalty shall be Rs. 300/- per day.
- 19.4 A system of dispatch and receipt challans shall be worked out between PMA i.e. BSNL and the supplier within one month 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.
- 19.5 The penalty shall be deducted from the quarterly bills. The maximum value of penalty for fault in nodes shall not exceed 20% of AMC P.O. amount in that quarter. This penalty capping would not be applicable for delay in repair of units/cards/modules beyond 60 days .
- 19.6 Any unit/card/module not returned to SUPPLIER's designated premises during the turnaround time period within 60 days of date of receipt of the faulty equipment at the BIDDER's designated premises, an amount equivalent to 1.5 times the cost of unit/card/module OR an amount equal to penalty accrued in 60 days, whichever is higher shall be levied on the vendor. The cost will not be counted as penalty, for the purpose of capping as mentioned above in clause 19.5.

- 19.7 Physically Damaged & Visibly Burnt unit/card/module shall not be sent for repair hence excluded from RNP (Repair Not Possible). If some internal components are burnt, then such unit/card/module can't be treated as visibly burnt or physically damaged as the same can't be verified visually at the time of delivery of unit//card/module, If on analysis it is diagnosed as burnt or damaged, which is not visible to the naked eye, then the card shall be declared as RNP. Such declared RNP cards will be capped at 1% of the total supplied cards per annum.
- 19.8 Non-performance of preventive maintenance (done remotely through EMS) as per schedule will attract penalty value of up to 4% of the AMC value per OLT. This shall be in addition to the penalty already imposed and shall not be considered for capping). No penalty towards PM shall be deducted if it is due to BSNL reason.

20. DISPUTE RESOLUTION

As per clause 19 of Section 5 Part -A

20.1. 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

21. Set Off:

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

22. The SUPPLIER shall deposit bank guarantee of *@10% of total AMC* against AMC, valid for period up to 6 months beyond the AMC period. The details of the PBG are as below:

S.	PO no.	BG no.	BG amount	Valid till

23. The quantity of OLT'S including housing all essential cards, shall be reviewed after each six-monthly period for deletion /addition of OLT count under AMC. The reviewed OLT count shall be taken for payment of AMC charges to vendor.

IN WITNESS WHEREOF: the parties hereto have caused this Agreement to be executed through their respective authorized representatives on the day and year first above written.

Signed and delivered for and on behalf of BHARAT SANCHAR NIGAM LIMITED.

By_____

Signed on behalf of M/s. _____

By Shri _____ holder of General Power of Attorney dated _____ executed in accordance with the Resolution No. Nil dated _____ passed by Board of Directors.

In the presence of:

Witness:

Appendix: "A" For Agreement

Details of Technical support / Service / Repair Centres

Sl. No.	Location of Technical support / Service / Repair Center	Name of Contact Person	Area/ Stations Served	Postal Address	Email ID	Telephone Numbers Minimum two	Mobile Phone Number	FAX Number
1								
2								
3								
4								
5								

Appendix: "B" For Agreement

BHARAT SANCHAR NIGAM LIMITED

FAULT- DOCKET

Name of Station:

Operational Area /Sub-Region

Docket Sl. No:

File No:

Date:

From:-

Name:

(Of the officer in charge/duty officer of the station)

Designation:

To,

M/s. ----- (the SUPPLIER)

Address:

(Of the Technical support / Centre)

1.1 Date ----- Time----- (of occurrence of fault)

1.2 Date. ----- Time----- (of Reporting of Fault)

2. Fault reported to: Technical support Centre (Name of the person) on phone :

3. Mode of Reporting: Phone, ☐ FAX, ☐ e-mail/
(Tick whichever is applicable) Pager
4. Description of fault & observation of the reporting officer:
5. Details of Services affected:
6. Date_____ Time _____ (of receiving the 1st assistance
over phone from Technical support Centre)
7. Details of Assistance received:
- (Note: Add additional sheet if needed.)
8. Date_____ Time _____ (of receiving the 2nd assistance
over phone from Technical support Centre)
9. Details of assistance received:
- (Note: Add additional sheet if needed.)
10. Was the fault restored by following the instructions given over phone?
A- YES ☐ B- NO ☐ (Tick whichever is applicable)
11. If Yes, record date & time of restoration & duration of fault:
Date_____ Time _____ (in hours & minutes)
Duration of Fault: _____ day's _____ Hours _____ minutes.
12. Was the fault restored?
A- Partially B- Fully (Tick whichever is applicable)
13. If the fault is not restored or restored only partially, give details of observation:
- (Note: Add additional sheet if needed)
14. Note date & time of giving feedback vide Sl. No: 1.1 above to the Technical support Centre:
(only in the event of partial / non restoration of faults)
Date _____ Time _____. (In hours & minutes)
15. Date & Time of arrival of SUPPLIER's Expert at site / station of fault:
Date _____ Time _____. (In hours & minutes)
16. Brief observation and works done by the SUPPLIER's staff / expert:
(Detailed entry to be made by SUPPLIER's staff in the station Log-Book)
17. Date & Time of complete restoration of the system:
Date _____ Time _____. (In hours & minutes)
18. Total Duration of Fault: _____ day's _____ hrs
19. Remarks of Station in charge (if any):
20. Remarks of remote support(of SUPPLIER), if any:

Signature:

Name :

Designation:

(of BSNL staff / in charge of the station)

Note:

1. Each page of the Docket must be signed by designated officer of BSNL (including the additional sheets, if attached)
2. A copy of the Fault- Docket must be sent to the Technical support Centre of the SUPPLIER, immediately by FAX / Post after restoration of fault.
3. At the time of first reporting it may not be possible to pinpoint the fault. Hence more than one box can be ticked against Sl.3.1. Similarly observation of the local impact of fault may not be possible against Sl.5. The duty officer shall provide observation that is immediately available.

Appendix: "C" For Agreement

PROFORMA FOR HISTORY SHEET (To be submitted by the bidder may be made online on the Portal)

Sl.No	Site/City Name	Booked By	Fault Docket No	Data/Time of Fault	Data/Time of Fault Restoration	Duration of Fault (as per AMC Agreement (Hrs))	Severity Level	SLA Complied (Yes /No)	Penalty Amount (Rs) if any

SECTION-6

UNDERTAKING & DECLARATION

Section 6 Part A

For understanding the terms & condition of Tender & Spec. of work

a) Certified that:

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

b) The tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date:

.....

Signature of Tenderer

Place:

Name of Tenderer

Along with date & Seal

Section 6 Part B

NEAR-RELATIONSHIP CERTIFICATE

(Format of the Certificate to be given as per the clause 34.4 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)

The format of the certificate to be given is-

"I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me."

OR

I have following near relatives working in the BSNL Unit, inviting the tender

<i>S. No</i>	<i>Name</i>	<i>Designation</i>	<i>Cell / section of the BSNL Unit inviting tender, where working</i>	<i>Mobile Number</i>

Signature of the tenderer

With date and seal

Section 6 Part C

Certificate to be submitted by Bidders

(On Company's Letter Head)

Reference-1: BSNL T.E. No.....issued on behalf of USOF, DoT on

Reference-2: Department of Expenditure Office Memorandums (OMs) No. 7/10/2021-PPD (1) dated 23rd February 2023.

I, _____ in capacity of authorized signatory of M/s.....having Regd. office at.....

being a participant bidder in BSNL Tender Enquiry cited at reference 1 above, hereby declare that I have read and understood the clause regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of defence of India and National Security issued vide OM cited at reference 2 above, on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

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

(Name of the authorized signatory)

Signature

Designation in Company

Seal / Stamp of Company

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

SECTION- 7

PROFORMAS

Section 7 Part A (i)

For the BID SECURITY/ EMD Guarantee

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

Sub: Bid Security/EMD guarantee.

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

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

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due to the bidder withdrawal or amendment in its bid or impairing or derogating from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or if the successful (L-1) bidder failed to accept the APO/ AWO and/ or to submit PBG & sign the contract/ agreement in accordance with clause 27 of Section-4 Part-A; or if the bidder fails to submit additional documents/information sought by BSNL. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period of its validity and that it shall continue to be enforceable until 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.

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 forbear 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 or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) BSNL CO" payable at New Delhi.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.
9. E-payment may be preferred. Accordingly, in case of E-payment to be made for BG encashed, Bank shall transfer the amount to Bank account as intimated by BSNL to Bank at that time
10. The encashment/renewal of the guarantee will not be denied on grounds of change in the constitution of the Bank or the Contractor(s)/ supplier(s) / Purchaser/ PMA.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

Telephone Numbers

Fax numbers

Section 7 Part A (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) acting on behalf of USOF, DoT 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 to the bidder withdrawal or amendment in its bid or impairing or derogating from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or if the successful (L-1) bidder failed to accept the APO/ AWO and/ or to submit PBG & sign the contract/ agreement in accordance with clause 27 of Section-4 Part-A; or if bidder fails to submit additional documents/information sought by BSNL. 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 on behalf of USOF, DoT 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 and that it shall continue to be enforceable until BSNL Certifies that the terms and conditions of the said tender have been fully and properly carried out by the said Principal and accordingly discharge this Surety. Unless a demand or claim under this Surety is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this Surety thereafter.
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 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:

.....

Telephone Numbers

Fax numbers

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

.....

.....

.....

.....

Section 7 Part B (i)

For the Performance Guarantee

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

Dated:.....

Sub: Performance guarantee.

Whereas DGM (MM) BSNL CO, Delhi R/o(hereafter referred to as BSNL) has issued an APO no. Dated/...../20..... awarding the work of on behalf of USOF, DoT 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 acting on behalf of USOF, DoT, 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 APO/Tender or has committed any breach of its obligations there-under, 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 the PBG or in any outstanding amount due to BSNL in terms of the agreement, 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.

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 APO or to extend the time for performance of the said APO from any of the powers exercisable by BSNL on behalf of USOF, DoT against the Bidder and to forebear to enforce any of the terms and conditions relating to the said APO and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing

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

5. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) BSNL CO" payable at New Delhi.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.
9. E-payment may be preferred. Accordingly, in case of E-payment to be made for BG encashed, Bank shall transfer the amount to Bank account as intimated by BSNL to Bank at that time
10. The encashment/renewal of the guarantee will not be denied on grounds of change in the constitution of the Bank or the Contractor(s)/ supplier(s) / Purchaser/ PMA..

Place:

Date:

(Signature of the Bank
Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

Section 7 Part B (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, 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. 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 APO/Tender or commits any breach of its obligations there-under, 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 the PBG or in case any outstanding amount due to BSNL in terms of the agreement, 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 APO/Tender or to extend the time for the performance contained in the APO/Tender from any of the powers exercisable by BSNL against the Principal and to forebear from enforcing any of the terms and conditions relating to the Agreement and the Surety shall not be relieved from its liability by reason of such failure or extension being granted to Principal or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Principal or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Surety.

6. In case BSNL demands for any money under this Surety Bond, the same shall be paid through banker's Cheque in favour of "AO (Cash) BSNL CO" payable at New Delhi or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.

7. The Surety guarantees that the below mentioned officers who have signed it on behalf of the Surety have authority to give this Surety Bond under its delegated power.

Notwithstanding anything contained herein above:

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

Place:

Date:

(Signature of the Surety)

Rubber stamp of the Surety

Authorized Power of Attorney Number:

Name of the Surety officer:

Designation:

Complete Postal address of Surety:
.....

Telephone Numbers

Fax numbers

Email ID (only official Email ID)

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

.....
.....
.....

.....

Section 7 Part C

For Letter of Authorization for attending Bid Opening Event.

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

Subject: Authorization for attending Bid opening

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

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

.....

Signature of the Representative

..... Signature of Bidder/ Officer authorized to sign Name of the
Representative on behalf of the Bidder

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

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

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

SECTION 7 Part D

INTEGRITY PACT FORMAT **(To be signed & 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 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)

- (1) The Bidder(s)/Contractor(s) commits 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 Bidder(s)/Contractor(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 impeach 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 enforced on the date of publication of tender.

Section 4 – Compensation for Damages

- (1) 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.
- (2) 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 in addition to any other penalties/ recoveries as per terms and conditions of the tender.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) 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

- (1) The principal will enter into agreements with identical conditions as this one with all Bidders/Contractors.
- (2) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors, a commitment in conformity with this Integrity Pact.
- (3) 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.
- (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 bidder(s)/contractor(s)/Sub-Contractor(s) with confidentiality. The Monitor has also signed declarations on “Non-Disclosure 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 the CMD BSNL and rescue himself/herself from the 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 non-

binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (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

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 bidder(s) and exclusion from future business dealings.

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 shall be outside the purview of IEMs

For the Principal

For the Bidder/Contractor

Place.....

Witness 1 :

Date

Witness 2 :

Section 7 Part E 1

AUTHORIZATION CERTIFICATE FROM OEM

Details of Manufacturer Authorization Form (MAF)

The Bidder should submit valid letter (MAF) with undertaking from the OEM of the vendors whose product is being quoted by the bidder, as per format given below:

Manufacturer Authorization Form

To

.....,
.....,
.....

Subject: Manufacturer Authorizations Letter for NIT No.

Sir,

We, <OEM Name> having our registered office at <OEM address>, hereinafter referred to as OEM are an established manufacturer of the following items quoted by <Bidder Name> having their registered office at <Bidder address>, hereinafter referred to as Bidder:

We <OEM Name> authorize <Bidder's name> to quote our product for above mentioned tender as our Authorized Indian Agent.

We confirm that we have understood the delivery & installation timelines defined in the tender. We confirm that we have worked out all necessary logistics and pricing agreement with < Bidder's name>, and there won't be any delay in delivery, installation and support due to any delay from our side. Our full support as per pre-purchased support contract is extended in all respects for supply, warranty and maintenance of our products. We also ensure to provide the required spares and service support for the supplied equipment for a period of 07 years (post warranty) as per tender terms. In case of any difficulties in logging complaint at bidder end, user shall have option to log complaint at our call support centre.

We also undertake that in case of default in execution of this Contract by the vendor, we shall provide necessary support in identifying another authorized partner with similar certifications/capabilities and extend support to the new partner in accordance with OEM's agreement with the new partner. In case the vendor is unable to fulfil the obligations given under this Contract, OEM shall be responsible to replace the PIA with an alternate Indian Authorized agent to facilitate to get the requisite work done.

We also undertake to submit required share of performance Security as per clause 4 of Section 5 Part A, if bid with our quoted product is declared successful.

In case of the vendor exit from the Project for any reason, including but not limited to default, insolvency, termination of Agreement, or other circumstances resulting in the inability of the vendor to fulfill its obligations under the Agreement, OEM shall be obligated to continue providing the services to Authority in accordance with the terms and conditions outlined in the agreement between OEM and the bidder including commercials.

OEM shall also ensure that the alternate Indian Authorized Agent in this case shall abide by all the terms & conditions laid down under the Contract and during the Award of Work to the vendor for the quoted OEM products.

If any product is declared end of sale, we shall proactively ensure that a suitable equivalent or higher roll over product is offered through the existing vendor to BSNL for due approval, contract and order executions thereafter.

We understand that any false information/ commitment provided here may result in <OEM's Name> getting blacklisted/debarred from doing business with USOF, DoT.

We <OEM Name>, hereby provide this undertaking with regard to the submission of the Agreement executed between <Name of the bidder> and <OEM Company Name> during the submission of our Bid for <Project Name>

Thanking You

For <OEM/ Manufacturer name>

< (Authorized Signatory)>

Name:

Designation:

Contact Details:

Seal of the Company

NOTE:

1. The letter should be submitted on the letter head of the manufacturer / OEM and should be signed by the authorized signatory.
2. Any deviation would lead to summarily rejection of bids.

Section 7 Part E 2

TEAMING AGREEMENT (Refer clause 4 of Section-1)

1. CONSTITUENT OF TEAMING AGREEMENT

- 1.1 The teaming agreement is to be signed for 10 years.
- 1.2 SI bidder is required to sign separate teaming agreement with each partner which is to be signed jointly by the authorized signatories of the SI and the OEM. No specific format for teaming agreement is proposed and it shall be SI's responsibility to word the teaming agreement.
- 1.3 The SI bidder and OEM partners shall submit an irrevocable undertaking duly signed by it and its teaming partner stating that both the front bidder and its teaming partner shall be liable for due performance of the contract severally failing which the defaulter shall be liable to be barred from having any business dealing with BSNL for a period of 3 years.
- 1.4 Teaming agreement shall necessarily have System Integrators obligation (point No 2 below) and OEMs obligation (point No 3 below) as the integral part of the teaming agreement, apart from other items, failing which the bid will be rejected.
- 1.5 Responsibilities of OEMs which are to be incorporated in the teaming agreement, are provided as item number 3 below.
- 1.6 Support Certificate to be given by Bidder/OEMs on the Bidder's Letter Head-Given in item No 4 below (Sizing Certificate to be given by the application Vendor i.e. OEM/SSP on the letterhead of OEM/SSP- given as All individual software applications& hardware shall have to be sized properly to meet the desired service level/ performance criteria at the full load. In this regard Bidder shall furnish sizing certificate duly authenticated and signed by respective OEM (ISV)).

2. System Integrator (SI) bidder shall have following obligations:

- 2.1 Provide a complete turnkey implementation and assume responsibility for all integration and implementation issues in order to deliver an operable system as per the scope of work defined in tender no. MM/BN-O&M/OLT/T-793/2024 Dated 29.02.2024.
- 2.2 Installation hardware/software of the supplied equipment as per the requirements specified in the tender.
- 2.3 The bidder to install all the applications as per the tender requirement
- 2.4 Operation and Maintenance in association with BSNL officials posted at all locations during and after the commissioning of network as per detail given in this tender elsewhere.
- 2.5 Training to BSNL staff, as specified in the tender document.
- 2.6 Provide comprehensive AMC support for all the equipment supplied as a part of the tender
- 2.7 Furnish detailed Statement of Work comprising following essentials:
 - (i) Project Scope
 - (ii) Responsibility matrix
 - (iii) Breakup of work
 - (iv) Deliverables

(v) Program Management Team

(vi) Detailed Time lines

2.8 To ensure the completion of the entire implementation within the scheduled time frame as mentioned in the tender fulfilling the entire tender terms and conditions.

2.9 To ensure the system performance as per specification.

2.10 Design the System to achieve set system level performance.

2.11 Provide suitable flexibility in the system to cater to the evolving needs during the operation phase.

2.12 Offer proven solution Architecture for all hardware and software component of the project and provide strong local support.

3. OEM partner shall meet the following obligations including teaming agreement between Bidder/OEM.

3.1 SI shall ensure that OEM provides the following deliverables for the solution offered in the bid.

3.2 OEM shall clearly specify the parameters responsible for performance.

3.3 OEM to participate in operation of network to meet the end to end SLA criteria as specified in the tender.

3.4 OEMs to be available for any meeting concerning implementation, changes and any operational issues.

3.5 Review of Statement of Work created by SI.

3.6 OEM's representative shall have to go through the functionalities highlighted in the Scope of work (SOW) and shall have to be a signatory along with the SI.

3.7 OEM partners shall give an undertaking that the SLA applicable to their solution will be supportable.

3.8 OEM partners shall give undertaking that current version of the software will be supported for next ten years excluding the contract implementation period or shall provide the firmware free of cost.

3.9 OEM partners Shall deliver the following to System Integrators for finally delivering to BSNL:

3.9.1 User Manuals (hard & soft copy)

3.9.2 Functional Overview Manual

3.9.3 Operations Manuals

3.9.4 Reporting reference guide

3.9.5 Training Brochure containing details of training programs to be offered (hard & soft copy)

3.9.6 Training Kit for training of SI personnel

3.9.7 Hardware Specifications meeting the Sizing & SLA requirements

3.9.8 Warranty, Post Warranty, and Operational Support programs offered by OEM PARTNERS including commercial implications, SLA and availability of local support facilities. This

shall include problem resolution, application maintenance, change requests, as well as policy for upgrades and updates.

3.10 Before Commencing Project SI shall have to give an undertaking of having received & understood the material mentioned above.

3.11 The OEM & Bidder are severally responsible for the project. Along with the bid document, the bidder shall have to submit a certificate as given at Item 4 below with regard to professional service support from all the OEM partners, duly signed by the authorized signatory of the bidder and the authorized signatory of the OEM.

4. Support Certificate To be given by both partners (On the Bidder's Letter Head)

To,
Tendering Authority
BSNL

Subject: Tender No. – Support for Turnkey Implementation

Sir,

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

S.N.	Hardware/ Software System	Model/ Version
1		
...		
...		

We undertake to provide the following:

Full Professional Service Support for turnkey implementation of the project covering all the above hardware/ software components, their Design, Planning, Supply, Installation, customization, commissioning, integration with other components of the project and project completion within the time schedules specified in the tender document.

Support for operation, maintenance and upgrades is available as per terms and conditions of Operation during warranty (1year) and AMC from the date of commissioning.

It has been agreed that in his capacity as Bidder, M/s..... will interact with BSNL for all obligations; however, both the Teaming Partners shall be severally responsible for the execution of the Project. We also certify that the agreement in the above respect has already been signed with the OEM.

Signature of Authorized signatory of Bidder
Name & Designation

Signature of Authorized signatory of Bidder
Name & Designation.

Section 7 Part F

Non-Disclosure Agreement (NDA)

(To be signed on 100 Rs. Stamp Paper)

This Agreement is made as of the2024 between BHARAT SANCHAR NIGAM LIMITED (BSNL) a Government of India Enterprise, having its registered office and Corporate office at **Bharat Sanchar Bhawan, Harish Chandra Mathur Lane Janpath, New Delhi- 110001** hereinafter called BSNL acting on behalf of USOF, DoT which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and M/s a Company incorporated under the Indian Companies Act, 1956, and having its registered office at..... herein after called “.....” which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

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

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

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, including information listed in Exhibit A attached hereto and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party (“Confidential Information”). Information consists of all type of data related to BSNL mobile customers/services obtained by CCF either through Back End system or directly received from BSNL, certain specifications and/or technical information, and all copies and derivatives containing such Information, that may be disclosed to one another for an during the purpose, which a party considers proprietary or confidential (“Information”). Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced and it must be reduced to writing and furnished to the receiving party within thirty (30) days of the initial disclosure.
2. M/s and BSNL hereby agreed at during the Confidentiality period:
 - a) The receiving party shall use Information only for the Purpose, shall hold information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined in exhibit A, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce information only to the extent essential to fulfilling the purpose, and shall prevent disclosure of information to third parties. The receiving party may, however, disclose the information to its consultants and contractors with a need to know; provided that by doing so, the receiving party

agrees to bind those consultants and contractors to terms at least as restrictive as those stated herein, advise them of their obligations and indemnify the disclosing party for any breach of those obligations.

- b) Upon the disclosing party's request, the receiving party shall either return to the disclosing party all information or shall certify to the disclosing party that all media containing information have been destroyed. Provided, however, that an archival copy of the information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the information.
3. The foregoing restrictions on each party's use or disclosure of information shall not apply to information that the receiving party can demonstrate:
- a) was independently developed by or for the receiving party without reference to the information, or was received without restrictions; or
 - b) has become generally available to the public without breach of confidentiality obligations of the receiving party; or
 - c) was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or
 - d) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or
 - e) is disclosed with the prior consent of the disclosing party; or
 - f) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or
 - g) the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.
 - h) Each party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Each party agrees to comply with any and all terms & conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
4. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.
5. Each party recognizes and agrees that all of the disclosing party's Confidential Information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
6. Access to Information hereunder shall not preclude an individual who has seen such information for the purposes of this Agreement from working on future projects for the receiving party which relate to similar subject matters, provided that such individual does not make reference to the information and does not copy the substance of the information during the Confidentiality Period. Furthermore, nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any

general learning, skills or know-how developed by the receiving party's personnel under this Agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the information.

7. As between the parties, all information shall remain the property of the disclosing party. By disclosing information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copy right, mask work protection right, trade secret or any other intellectual property right. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION. Execution of this Agreement and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.
8. Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.
9. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
10. All the disputes, differences, controversies / differences of opinions, breaches and violation arising from or related to the agreement arises out of this Agreement between parties then same shall be resolved by mutual discussions / reconciliations in good faith.
11. If the dispute, difference, controversies / differences of opinions, breaches and violation arising from or related to the agreement cannot be resolved within 60 (sixty) days of commencement of reconciliations/discussions, then the same will be referred to three arbitrators, one to be appointed by each party, with a presiding arbitrator to be appointed by the two said arbitrators and the arbitration will be governed by the Arbitration and Conciliation Act, 1996 of India or any statutory modification or re-enactment thereof or any rules made thereof. The arbitration proceedings shall be in English language. The venue of arbitration shall be New Delhi, India."
12. This Agreement will be construed in interpreted and applied and governed in accordance with the laws of India. That in case of any dispute under this agreement the courts at Bangalore, Hyderabad & Chennai for respective call centres alone will have the exclusive jurisdiction.
13. This Agreement and Exhibit A attached hereto constitutes the entire agreement of the parties with respect to the parties respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other party's written consent.
14. This Agreement will remain in effect for three years from the date of the last disclosure of Confidential Information, at which time it will terminate, unless extended by the disclosing party in writing.

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

M/s

BHARAT SANCHAR NIGAM LIMITED

Signature

Signature

Printed Name

Printed Name

Title

Title

Exhibit-A

**Business Purpose – SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF
GPON OLTs through the e-Tendering Process.**

M/s	BHARAT SANCHAR NIGAM LIMITED
Signature	Signature
Printed Name	Printed Name
.....	
Title	Title

Section 7 Part G

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:

I, S/o, D/o, w/o

....., Resident of

..... do hereby solemnly affirm and declare as under.

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

That the information furnished hereinafter is correct to 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.

Make & Model of GPON OLT.....

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>**

Section 7- Part H

Consortium Agreement **(On Rs. 100 Non-Judicial Stamp Paper)**

In compliance to **Clause No.....of Tender No. dated**, a consortium has been formed on **<Date>** between **<Bidder's Name>** and **<OEM name>** to meet various eligibility conditions and experience criteria specified in the Tender No _____, dated _____.

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

It has been agreed that both the bidder as well as consortium partner(s) shall furnish separate Performance Bank Guarantees (PBGs) for Purchase order (PO) as well as for AMC, each for an amount specified in the Section 5 B of tender.

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

The Lead bidder and consortium partner shall be liable for due performance of the contract jointly and severally, whereas the responsibility of Consortium Partner other than lead bidder, shall be limited to such Consortium Partner share of obligations in the contract for products and /or services as defined in the agreement signed between the Lead Bidder and Consortium Partner and is in accordance with the tender requirements.

The details of Bidder and consortium partner are as under:-

<Bidder Name>:-<Details containing Registered office & correspondence address>
<Consortium Partner >:-<Details containing Registered office & correspondence address>

:
:

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be executed by their duly authorized officers as of the day first above written

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

Section 7- Part (I)

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 be selected)	Equipment Name	Company Name/Vendor	Product Name	Model Name
	a) Access b) Customer Premises c) Support System d) Transport e) Core		Name of Contact person: E-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. Present Correspondence Address

.....

.....

Telephone No. Mobile No. FAX No.

.....

3. Address of place of Works/ Manufacture

.....

Telephone No..... Mobile No.

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

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

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

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

.....

7. Permanent Account No.

8. Details of the Bidder's Bank for effecting e-payments:

(a) Beneficiary Bank Name:.....

(b) Beneficiary branch Name:.....

(c) IFSC code of beneficiary Branch.....

(d) Beneficiary account No.:.....

(e) Branch Serial No. (MICR No.):.....

9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Delhi? If so state its Address

-
10. GSTN Registration Number(s) of all units/business places of the bidder vide which he intends to execute the contract, if awarded.

GSTN1.....

GSTN2.....

GSTN 3..... and so on

B) Questionnaire

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

1.1 If Yes, Give details

.....

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

2.1 If Yes, Give details

.....

.....

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

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

4. Suggestion for improvement of the tender document.

.....

.....

Place.....

Signature of contractor

Date

Name of Contractor

Section – 9

(Bid Forms and Price Schedules)

SECTION-9 Part-A BID FORM

To

From,

.....

.....

<Complete address of the PMA>

<complete address of the Bidder>

.....

.....

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

Ref: Your Tender Enquiry No.dated

1. Having examined the above mentioned tender enquiry document including amendment/**clarification**/ addenda Nos. datedthe receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver
2. 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.
3. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
4. We agree to abide by this Bid for a period of **180 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.
5. We understand that you are not bound to accept the lowest or any bid, you may receive.
6. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank (except Co-operative Bank) for a sum @ 3% of the contract value for the due performance of the contract.
7. 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).
8. 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.
9. Dated: day of 2021

Signature

Witness

Name

Signature.....

In the capacity of

Name

Duly authorized to sign the bid for and on
behalf of

Address

.....

SECTION 9 Part B

PRICE SCHEDULE

Sl. No.	Brief Item Description	Total Quantity	Basic Unit Price excluding all taxes & charges	Freight, Forwarding and packaging		GST						All-inclusive unit cost	Amount of GST	Unit Price excluding GST amount (Net Unit cost to BSNL)	Total Price inclusive of all levies and charges but excluding GST (Net Total cost)	Total Price for Limited Purpose of calculation of AMC	HSN 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=5 x4	7	8=7x (4+6)	9	10=9x (4+6)	11	12=11 x(4+6)	13=4+6+ [(8+ 10) or 12]	14=(8+ 10) or 12	15=13-14	16=3x15	17 = 3 x 4	18		
1	Supply of GPON 4-Port Optical Line Termination Equipment (OLT).	50,000																	
2	Supply of Element Management System in 1+1 redundant mode. (at Main and DR Site)	2																	
3	SUB-TOTAL of supply of Equipment																		
4	Installation & Commissioning of GPON 4-Port Optical Line Termination Equipment (OLT) [10% of Basic Equipment Cost mentioned in Column-17 of Row#1]	50,000																	
5	Installation & Commissioning of EMS (1+1) and integration with NMS (per EMS) (at Main and DR Site)	2																	

Sl. No.	Brief Item Description	Total Quantity	Basic Unit Price excluding all taxes & charges	Freight, Forwarding and packaging		GST						All-inclusive unit cost	Amount of GST	Unit Price excluding GST amount (Net Unit cost to BSNL)	Total Price inclusive of all levies and charges but excluding GST (Net Total cost)	Total Price for Limited Purpose of calculation of AMC	HSN 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=5 x4	7	8=7x (4+6)	9	10=9x (4+6)	11	12=11 x(4+6)	13=4+6+ [(8+ 10) or 12]	14={8+ 10) or 12	15=13-14	16=3x15	17 = 3 x 4	18		
	[10% of Basic Equipment Cost mentioned in Column-17 of Row#2]																		
6	SUB-TOTAL of Installation & Commissioning																		
7	AMC of the equipment for 1st year (@5.5% of Column-17 of Row#3)	1																	
8	AMC of the equipment for 2nd year (@ 5.5% of Column-17 of Row#3)	1																	
9	AMC of the equipment for 3rd year (@5.5% of Column-17 of Row#3)	1																	
10	AMC of the equipment for 4th year (@5.5% of Column-17 of Row#3)	1																	
11	AMC of the equipment for 5th year (@5.5% of Column-17 of Row#3)	1																	

Sl. No.	Brief Item Description	Total Quantity	Basic Unit Price excluding all taxes & charges	Freight, Forwarding and packaging		GST						All-inclusive unit cost	Amount of GST	Unit Price excluding GST amount (Net Unit cost to BSNL)	Total Price inclusive of all levies and charges but excluding GST (Net Total cost)	Total Price for Limited Purpose of calculation of AMC	HSN 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=5 x4	7	8=7x (4+6)	9	10=9x (4+6)	11	12=11 x(4+6)	13=4+6+ [(8+ 10) or 12]	14=(8+ 10) or 12	15=13-14	16=3x15	17 = 3 x 4	18		
12	AMC of the equipment for 6th year (@6.5% of Column-17 of Row#3)	1																	
13	AMC of the equipment for 7th year (@6.5% of Column-17 of Row#3)	1																	
14	SUB-TOTAL of AMC Part																		
15	GRAND TOTAL (Row-3 + Row-6 + Row-14)																		
16	Total Cost (in words)																		

Notes for bidder:	
1	BSNL shall have right to extend the AMC up to 10 years, post warranty. In that case, the AMC charges shall be payable @6.5% of Column-17 of Row#2 for the 8 th , 9 th & 10 th year.
2	(i) Cost of Installation & Commissioning (Row# 4&5 of Price Schedule) shall be 10% of Basic equipment cost (Column#17 of Row 1 & 2 of price schedule for OLT & EMS respectively).
3	Bidder must mandatorily quote for all GST components (CGST, SGST & IGST) as required.
4	The Annual maintenance Contract charges are required to be quoted as per SOR, basic charges should be @ the rates already fixed shown in column-4 & the Goods and Services Tax (GST) in column 7 to 12.
5	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 USOF, DoT it should be included in the price of the goods/services.

6	In case, dealer is registered under compounding scheme or any rule/notification where the USOF, DoT is not eligible for input tax credit then the bidder should not disclose any amount in column 7 to 12 & 14
7	* %age Rate of FF & packing should be shown of Basic Unit Price excluding all taxes & charges (i.e. as %age of Col.4)
8	The FF & packing amount quoted shall not be subject to change after bid evaluation/ ordering on account of change of Copper, Lead base price, changes in duties & taxes of item etc.
9	Bidder must mandatorily mention Full HSN & SAC numbers
10	Regarding AMC, please refer to clause-9 of section-5 Part-B of this RFP
11	Regarding quoting the Price of AMC, please refer clause 1 of Section-4 Part-B.
Declaration by bidder in price sheet:	
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.
Name of Bidder :	
GSTN Numbers:	

SECTION 10

AGREEMENT WITH REGARD TO SECURITY REQUIREMENTS

Terms and Conditions

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

1. Definition of Terms and expressions

Unless the context otherwise requires, the different terms and expression used shall have the meaning assigned to them for the purpose of this Agreement in the following paragraphs.

(Note: some of the terms defined here may not have been used in this Agreement)

- a) **"Access"** - interconnection with BSNL Systems or access to or use of BSNL Information stored on BSNL Systems through interconnection with BSNL Systems or access to or use of BSNL Information stored on Vendor Systems or access to or use of BSNL Information stored in any mobile device.
- b) **"Authorized"** - BSNL has approved Access as part of the authorization process and the Vendor Security Contact has a record of this authorization. "Authorization" shall be construed accordingly.
- c) **"Commencement Date"** and **"End Date"** means the date the agreement is executed and the date when the validity or term of this contract ends or terminated.
- d) **"Contract Personnel"** means dedicated resources of the Vendor in terms of employees, subcontractors including employees of sub-contractors and agents including agent's sub-contractors 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 BSNLs and external companies.
- f) **"Sensitive Information"** means any BSNL Information marked as classified as per BSNL's data classification policy. 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 main contract together with all Information and Work the main contract 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.
- 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 BSNLs 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 services to BSNL for the purpose of installation, testing, commissioning, provision, operations and/or maintenance of BSNL's networks.
- s) **"Vendor Security Contact"** means such person whose details shall be notified by the Vendor to BSNL from time to time for such purpose.
- t) **"Vendor Regulatory Contact"** means such person whose details shall be notified by the Vendor to BSNL from time to time for such purpose.
- u) **"Vendor Systems"** means any Vendor owned computer hardware or software, application database or network elements / appliance or such other systems as may be agreed in writing from time to time by BSNL and the Vendor.
- v) **"Licensor"** shall mean the Department of Telecommunications, Ministry of Communications & IT, and Government of India.

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 the planning, engineering, supply, installation, testing, commissioning and annual maintenance of ___ Nodes for Phase IX expansion of GSM/UMTS/LTE based cellular mobile network in the ____ Zone(s) as per the main contract.

3. International Security Standard Certification

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

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

4.1 GENERAL

- 4.1.1 The Vendor shall be authorized to access only BSNL Systems and Information in accordance with the provisions of this Agreement and only during the term of this Agreement.
- 4.1.2 The Vendor shall identify to BSNL details of Vendor Security Contact at the Commencement Date who will act as a single point of contact for BSNL, such as a senior manager or CIO responsible for security, for any security issues. This responsibility shall be detailed within his/her job description. This does not mean that the Vendor shall not be responsible as an organization or company and its management. The vendor security contact shall only be a security cleared Indian national. The security clearance for the security contact will be applied and obtained by BSNL from the Licensor.
- 4.1.3 As part of the authorization process, details of Vendor's Contract Personnel that need Access will

be requested by BSNL. The Vendor shall at all times ensure that only Contract Personnel who have a need to Access in order to fulfill the purpose of this Agreement are authorized. This authorization 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 Pursuant to Clause 4.1.3 above, the Vendor acknowledges that only the Contract Personnel having requisite training are Authorized to access BSNL System.
- 4.1.5 The Vendor shall have a well-defined Information Security policy compliant with ISO/IEC 27001:2005 or have equivalent standards and in line with BSNL's information security policies and requirements.
- 4.1.6 The Vendor shall ensure that they have information security organization in place to implement the provisions of BSNL's information security policies. The Information Security responsibilities of all Vendor employees working for BSNL shall be defined and communicated.
- 4.1.7 The Vendor shall establish and maintain contacts with special interest groups to ensure that the understanding of the information security environment is current, including updates on security advisories, vulnerabilities and patches and ensure that the same is implemented.
- 4.1.8 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 mutually agreed scope/requirements. The Risk Assessment report is required to be shared with the Chief Security officer/CISO of BSNL.

4.2 PHYSICAL SECURITY

- 4.2.1 All Contract Personnel including subcontractors and their employees, agents and their employees of the Vendor working on BSNL premises shall be in possession of a BSNL Identification or Electronic Access Control ("BSNL ID/EAC") card. This card is to be used as a means of identity verification on BSNL premises at all times and as such the photographic image displayed on BSNL ID/EAC card must be clear and be a true likeness of the Contract Personnel. If BSNL has any advanced identity verification systems the same would also apply. BSNL may re-define such verification measures from time to time.
- 4.2.2 All Contract Personnel including subcontractors and their employees, agents and their employees of the Vendor accessing premises (sites, buildings or internal areas) to fulfil the Purpose, where BSNL Information is stored or processed, shall be in possession of an Identification or Electronic Access Control ("ID/EAC") card. This card is to be used as a means of identity verification on these premises at all times and as such the photographic image displayed on the ID/EAC card must be clear and be a true likeness of the Contract Personnel or the Subcontractor or the Vendor's employees, subcontractors and agents. If BSNL has any advanced identity verification systems the same would also apply. BSNL may re-define such verification measures from time to time.
- 4.2.3 The Vendor shall not (and, where relevant, shall ensure that any Contract Personnel shall not) without the prior written authorization of BSNL Security Contact connect any equipment, device or software to any BSNL System and where it is not intended to be connected at a point in BSNL system.
- 4.2.4 The Vendor shall provide a documented procedure to deal with security threats directed against BSNL or against a vendor working on behalf of BSNL whilst safeguarding BSNL Information.
- 4.2.5 The vendor and/or its contract personnel shall not access BSNL's electronic systems without first obtaining the written consent of BSNL security Contact.
- 4.2.6 The Vendor's access to sites, buildings or internal areas where BSNL Information is stored or processed, shall be as authorized and the Vendor and all its authorized personnel shall adhere to robust processes and procedures to ensure compliance.
- 4.2.7 The Vendor shall ensure, in case of usage of Vendor premises, that all BSNL Information, Contract Personnel, Vendor Systems and BSNL Systems and networks used to fulfill the Purpose are logically and physically separated in a secure manner from all other information, personnel or networks created or maintained by the Vendor. Additionally, secure areas in Vendor premises (e.g. network communications rooms), shall be segregated and protected by appropriate entry controls to

ensure that only authorized Contract Personnel are allowed access to these secure areas. The access made to these areas by any Vendor's personnel shall be audited regularly, and re-authorization of access rights to these areas must be carried out at least once annually.

- 4.2.8 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 areas where BSNL Information is processed or stored shall not capture any BSNL Information.
- 4.2.9 CCTV security systems and their associated recording medium shall be used by BSNL/ Vendor either in response to security incidents, as a security surveillance tool, as a deterrent or as an aid to the possible apprehension of individuals caught in the act of committing a crime. 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. Notwithstanding the above, BSNL may object to CCTV surveillance if circumstances deem that such surveillance is inappropriate in relation to the purpose of this Agreement.
- 4.2.10 The Vendor shall maintain a controlled record of all assigned BSNL physical assets and assigned BSNL Items to them.
- 4.2.11 The local area surrounding the Vendor's facilities, if any, at BSNLs premises shall be inspected for risks and threats on a regular basis by the Vendor and such reports made available to BSNL.
- 4.2.12 The Vendor shall disable the Access immediately if any Contract Personnel no longer require Access or change role for any reason whatsoever or whose integrity is suspected or considered doubtful or as may be notified by BSNL in accordance with clause 4.3.1.

4.3 LOGICAL SECURITY

- 4.3.1 The Vendor shall notify BSNL immediately if any Contract Personnel no longer requires Access or change role for any reason whatsoever thus enabling BSNL to disable or modify the Access rights.
- 4.3.2 The Vendor shall, implement mutually agreed as well as generally prevalent security measures across all supplied components and materials including software & Data to ensure safeguard and 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 as:
 - 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 ensure that all information security requirements in this Agreement are communicated including in writing to all Contract Personnel in relation to their role.
- 4.4.3 The Vendor shall provide a document detailing a proactive strategy to minimize the risk and effects of fraud and other security risks and the Vendor shall maintain processes to monitor such activities.
- 4.4.4 The Vendor, as per its IT policy, shall ensure procedures and controls are in place to protect the exchange of information through the use of emails, voice, facsimile and video communications facilities.
- 4.4.5 The Vendor shall use physical and electronic security measures, as provided by BSNL, 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 ensure that BSNL Information provided under this Agreement is used only to the extent necessary to enable the Vendor to perform as per the terms of this Agreement. All Contract Personnel sign a confidentiality agreement either as part of their initial terms and conditions of employment or when they start working in BSNL buildings or on BSNL Systems and BSNL Information. These confidentiality agreements shall be retained by the Vendor and accessible to BSNL, if required.
- 4.5.2 The vendor shall deal with breaches of security policies and procedures, including interfering with or otherwise compromising security measures, through a formal disciplinary process.
- 4.5.3 The Vendor shall provide a 'whistle-blower' process, available to all staff, with all BSNL related issues reported back to BSNL Security Contact to the extent permissible by the law in a location in India where the Vendor is delivering its Purpose. For the avoidance of doubt, this facility shall be used by the Contract Personnel if BSNL's employee, agent or contractor instructs Contract Personnel to act in an inconsistent manner in violation of the Agreement.
- 4.5.4 The Vendor shall, and shall ensure that the Contract Personnel securely destroy any BSNL Information received in a recorded form from BSNL (or has recorded received BSNL Information), when the Contract Personnel's job or role has changed or terminated.
- 4.5.5 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 BSNL with access to such documentation, if required, in accordance with "Access to Vendor systems" as stipulated in this agreement.
- 4.6.2 The Vendor shall notify BSNL Security Contact immediately of any changes to its Access method through the firewalls, including the provision of network address translation.
- 4.6.3 The Vendor shall implement a controlled exit procedure in respect of the individual Contract Personnel to ensure the return of any BSNL assets or BSNL Items or BSNL 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 BSNL Security Contact of this removal.
- 4.6.4 The Vendor shall inform BSNL Security Contact immediately upon its becoming aware of any actual or suspected unauthorized Access or misuse of BSNL Systems or BSNL Information or breach of any of the Vendor's obligations under this Agreement.
- 4.6.5 The Vendor shall maintain integrity of the software build including upgrades, operating systems and applications from factory to desk. The Vendor shall confirm that the software build (both proprietary and off-the-shelf) delivered to BSNL is the same as the software build agreed with BSNL. The software should not have such bugs, which could hamper security in future including any unauthorized leakage of BSNL Information including Sensitive Information.
- 4.6.6 Any change of location by the Contract Personnel or Vendor for any part of the supply chain or the support centers shall be notified to BSNL immediately.
- 4.6.7 BSNL may carry out current and future risk assessments and other audits with pro-active support from the Vendor on any part of the Vendor's supply chain to identify additional risks to BSNL. BSNL may then stipulate additional countermeasures to address any risks. This in no means would reduce the Vendor's ultimate obligations and responsibility relating to security.
- 4.6.8 No replacement of BSNL System support tools must be undertaken by the Vendor without specific agreement from BSNL.
- 4.6.9 If BSNL agrees to the Vendor's appointment of Subcontractor under this Agreement, BSNL may require that the associated security risks are clearly identified and assessed by BSNL Group Security or the appropriate BSNL 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 solely responsible to BSNL for the ultimate obligations to be performed under this Agreement and responsibility relating to security.

- 4.6.10 Where BSNL has approved Vendor's use of 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 BSNL Systems and BSNL Information or occupy space in BSNL's buildings or space in the Vendor's building that is used to access, hold or process BSNL Information.
- 4.6.11 The Vendor shall record and maintain detailed information of all Contract Personnel who are authorized to Access BSNL Systems or BSNL Information.
- 4.6.12 The Vendor shall ensure that all computers or laptops used by contract personnel to access BSNL Systems and BSNL Information have their ports locked down such that removable storage media (memory sticks, removable hard drives, compact flash and secure digital cards, floppy disks, CDs, DVDs, MP3 players and other similar devices) cannot be connected. If Vendor IT policy don't allow above provision then vendor computers or laptops may be imaged by BSNL IT to comply with above said requirements

5. ACCESS TO BSNL SYSTEMS

- 5.1 BSNL allows (so far as it can and is able to do so) the Vendor, to have Access solely for the purpose as contemplated herein during the term of this Agreement.
- 5.2 In relation to Access, the Vendor shall (and, where relevant, shall ensure that all Contract Personnel shall):
- ensure each individual Contract Personnel has a unique user identification and password known only to such user for his/her sole use.
 - ensure Contract Personnel never share user identification, passwords or security tokens.
 - promptly provide to BSNL such agreed reports as BSNL shall from time to time require concerning the Vendor's use and security of Access and any related matters to Access.
 - ensure that physical access to fixed computer equipment having Access or storing BSNL Information is solely with smart or proximity cards (or equivalent security systems) and Vendor conducts regular internal audit to ensure compliance with these provisions.
 - ensure onward bridging or linking to BSNL Systems is prevented unless authorized by BSNL.
 - 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 compromise of BSNL Systems or BSNL Information. This should undoubtedly 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 stake holders including the Government, users, BSNL etc.
 - 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.
- 5.3 If BSNL has provided the Vendor with Access to the Internet/Intranet, the Vendor shall, and shall ensure that the Contract Personnel, access the Internet/Intranet appropriately. It is the Vendor's responsibility to ensure that practical guidance on internet and email abuse (as amended) is communicated to the Contract Personnel from time to time.
- 5.4 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, as per its IT Policy:**
- ensure each individual has a unique user identification and password known only to such individual for his/her sole use.
 - promptly provide to BSNL such agreed reports as BSNL shall from time to time require,, concerning the Vendor's use and security of access to Vendor Systems.

- c. allow Access only to the minimum extent required to enable the Contract Personnel perform their duties.
- d. allow Access using a secure login process.
- e. establish and implement formal procedures to control the allocation and de-allocation of Access rights.
- f. ensure that the allocation and use of enhanced privileges and access to sensitive tools and facilities in Vendor Systems are controlled and limited to only those users who have a business need.
- g. ensure that the allocation of user passwords to Vendor Systems that hold or access BSNL Information is controlled through a formal auditable management process.
- h. conduct regular reviews of user ids and their Access rights.
- i. Provide processes to demonstrate that remote and home working activities are only permitted where Authorized by BSNL and subject to appropriate security controls within the Vendor's organization including but not limited to remote Access by users being subject to strong authentication.
- j. Demonstrate that users follow security best practice in the management of their passwords.
- k. implement a password management system which provides a secure and effective interactive facility that ensures quality passwords.
- l. ensure that user sessions are terminated after a defined period of inactivity.
- m. 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 unauthorized access or amendment to the audit logs. Such audit logs must be maintained for future reference for a period of at least one year.
- n. 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.
- o. make available audit logs where required by BSNL for review.
- p. ensure all systems holding, processing or accessing BSNL Information shall be hardened as per industry standards.
- q. ensure that to the extent possible, development, test and live environments are segregated from each other and the other work areas in Vendor buildings.
- r. implement practically possible controls to detect and protect against malicious software and ensure that appropriate user awareness procedures are implemented.
- s. ensure that Vendor has in relation to all Vendor Systems formal security incident management procedures with defined responsibilities.
- t. ensure that any unauthorized software is identified and removed from Vendor Systems holding, processing or accessing BSNL Information.
- u. ensure that Access to diagnostic and management ports as well as diagnostic tools are securely controlled to BSNL's reasonable satisfaction.
- v. ensure that Access to Vendor's audit tools shall be restricted to Relevant Contract Personnel and their use is monitored.
- w. Ensure that data gathered after running audit tool is properly protected.
 - x. Perform enhanced independent code reviews (including penetration testing) on all Vendor Systems as a part of the Vendor's security development lifecycle (SDL).

6.2 The Vendor shall demonstrate to BSNL that Contract Personnel who hold and use the Information on PCs and mobile computing devices are responsible for ensuring that the PCs and mobile computing devices are protected from unauthorized access. Consideration must be given to whether Sensitive Information must be stored on mobile computing devices. All Sensitive Information shall be encrypted if stored on a mobile computing device or in the event of any transmission of Sensitive Information by Contract Personnel outside of BSNL's trusted network. Laptops and PCs containing Sensitive Information shall have the whole of the disk encrypted. Devices that do not allow whole-disk encryption such as memory sticks, CD/DVDs, shall be

subjected to additional controls such as:

6.3

- a. Use of file encryption, where available; or
 - b. Use of application password facilities; and
 - c. Where the device is "pocket-sized", it must be kept with the owner at all times.
- Black-berry mobile phones and other such devices which use proprietary encryption technique should not be used for holding BSNL information.

6.4 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.

6.5 Changes to individual Vendor Systems shall be controlled and subject to formal change control procedures. All documentation relating to Vendor Systems shall be protected from unauthorized Access or amendment.

6.6 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 in line with the deadline stipulated by the DoT. Vendors will be allowed to certify their own equipment based on the testing at the labs which are capable of such testings. IT related elements in the telecom networks which are already ISO 15408 certified will be accepted as certified. Vendor can submit a relevant Self certificate based on test reports in this regard.

The vendor shall also provide a certificate in this regard, stating that :

- (i) "No third Party lab exist which test the equipment as per relevant security standard"
- (ii) "The equipment has been tested by an independent setup within organization as per relevant security standards"

As per prevailing instructions issued by Licensor, time to time, the certification shall be got done only from authorized and certified agencies / labs in India.

The copies of the test results and test certificates shall be kept by BSNL for a period of 10 years from the date of procurement of equipment and the vendor will facilitate BSNL for the same during the tenure of main contract.

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 BSNLs to minimize the effect of such vulnerabilities should be submitted.

7.3. Security from Malware:

Malware can cause information leaks and can result in the leak of private user information.

However, some viruses, worms and Trojans can infect devices and spread malware via text messages or Bluetooth connectivity. This network-based service will also block Denial of Service attacks and restrict network traffic based on source, destination, IP ports and applications. It will also allow enterprise IT managers to lock and/or delete data on lost or stolen devices. The connectivity could affect platforms if adequate firewalls, IDPs are not strong. Therefore vendors would provide adequate firewall and IDPs.

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. Vendor has to comply with the guidelines of remote access provided by DoT including instructions vide No.16-27/2007CS-III dated 31.01.2013 and any subsequent instructions thereof as on date of submission of bid.

7.5. Penalty:

In the event that the Vendor is in breach 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.

The aggregate liability of the Vendor to BSNL in respect of any breach of obligations under this Agreement shall not exceed the sum of Rs. 50,00,00,000 (Rupees Fifty Crores only) per breach, provided that such limitation shall not apply to claims arising pursuant to any other Clause where such limitation is expressly excluded.

It shall also be subject to Limitation of Liability capping as defined in clause 19 of this agreement.

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

7.7. Language of Supplies:

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

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

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

Mobile Network like GSM equipment and its network are susceptible to several attacks. A few of the known attacks with their description are given in **Appendix I** which is non exhaustive. The vendor must submit a report categorically stating that out of such attacks or any other attack to which the equipment and the network is susceptible, the degree of risk

of each type of attack and mitigation technique to deal with these attacks. The vendor will ensure that whatever mitigation was possible as per the current available technologies, techniques, configuration have already been used and adopted by them before the supply of the equipment.

8. DATA PROTECTION:

- 8.1.** The Parties acknowledge that, in respect of all Personal Data processed by the Vendor for the purpose of the provision of Supplies under this Contract, BSNL alone, as data controller, shall determine the purposes for which and the manner in which such Personal Data will be processed by the Vendor.
- 8.2.** Other than at BSNL's request, or where required by law to provide the supplies, the Vendor shall not disclose or allow access to any Personal Data other than, subject to Paragraph 8.4(f) to a person placed by the Vendor under the same obligations as contained in this Condition who is employed or engaged by the Vendor or within the control of the Vendor in the performance of the Contract.
- 8.3.** The Vendor shall not use Personal Data for any purpose other than the provision of the Supplies and shall return any Personal Data to BSNL immediately upon request at any time providing such return does not prevent the Vendor from fulfilling its obligations under this Contract. The Vendor shall retain Personal Data no longer than is necessary for the provision of the Supplies, in accordance with the relevant Data Protection Legislation and such instructions as BSNL may provide from time to time. Upon expiry or termination of this Contract for whatever reason, the Vendor shall immediately return to BSNL all Personal Data and certify that no copies have been made or retained by the Vendor or any third party acting on its behalf.
- 8.4. The Vendor shall:**
- a. process Personal Data only on the instructions of BSNL and to the extent necessary for the performance of this Contract; and
 - b. not modify, amend or alter the contents of the Personal Data except as required or permitted by this Contract or with BSNL's prior written consent; and
 - c. implement the appropriate technical and organizational measures in its own premises to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and against all other unlawful forms of processing, which measures are set out in more detail in Condition headed "Security of Information" and provide to BSNL a written description of the measures taken when requested by BSNL; and
 - d. comply with all relevant mutually agreed provisions of any BSNL codes of practice notified to the Vendor from time to time and the Data Protection Legislation; and
 - e. keep all Personal Data secure and confidential, act only on BSNL's instructions with respect to it, and comply with mutually agreed reasonable requirements from time to time of BSNL for the security of it; and
 - f. ensure that, of the Vendor's staff, only those of the Contract Personnel who need to have access to the Personal Data are granted access to the Personnel Data only for the purposes of the performance of this Contract and the Contract Personnel are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Condition; and
 - g. 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
 - h. notify BSNL in the event that it receives a request or notice from any data subject to have access to that person's Personal Data held by it and will provide BSNL with full co-operation and assistance in relation to any complaint or request including providing BSNL with any relevant Personal Data it holds within the timescales provided by the request or notice or as otherwise required by BSNL.
- 8.5. 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;

- b. prior to any Transfer of Personal Data, enter into or procure that any Subcontractor delivering the Supplies will enter into contracts for the transfer of personal data. In respect of Personal Data transferred by BSNL to the Vendor or acquired by the Vendor from BSNL's systems to a country outside of India shall be on the basis of the Legislation issued by the Indian Government, or such other data protection model contract terms as may be agreed between the Parties from time to time, except where the relevant Data Protection Legislation provides for a derogation from this requirement.
- 8.6.** Any breach of this Condition by the Vendor shall be deemed to be a material breach of the Contract and the Vendor shall indemnify BSNL against any costs, losses, damages, proceedings, claims, expenses or demands incurred or suffered by BSNL which arise as a result of such breach..
- 8.7.** The Vendor shall, upon BSNL giving reasonable notice, 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, under applicable law, 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 as set by licensor or Sectoral regulator or any other person nominated by Licensor.
- c. ensure that the vendor and its Contract Personnel have undergone the proper and adequate Training for the purpose of execution of this agreement;
- d. promptly provide such information to BSNL as shall be necessary for BSNL to respond fully and to the timescale 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
- e. permit BSNL and/or its authorized agents such access to the Vendor's premises and such Access to and copies of its Information and Records (and to and of those of any Contract Personnel) as is required by BSNL to assess and/or validate the Vendor's performance of its obligations under or in relation to this Clause.

10. CONFIDENTIALITY:

- 10.1 In this Clause, BSNL Information which BSNL from time to time identifies to the Vendor as being commercially confidential, or is by its nature commercially confidential or defined by BSNL as confidential, or confidential as per the applicable law.
- 10.2 Except with BSNL's agreement, the Vendor shall not disclose Information to any BSNL employee, not authorized to receive
- 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
- a. lawfully known to the Recipient at the time of disclosure and is not subject to any obligations of confidentiality; or
 - b. lawfully disclosed to the Recipient by a Vendor without any obligations of confidentiality; or
 - c. 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. SECURITY REVIEW:

The Vendor shall:

- a. give to (or procure the giving to) BSNL (or any person authorized by BSNL) such access at all reasonable times to the Vendor's and any Subcontractor's records and premises related to this Agreement as BSNL may require from time to time to assess the Vendor's compliance of these policies in this Agreement; and
- b. Such assessments may include assessments of all elements of physical and logical audits, penetration testing of the supplied systems. The Vendor shall facilitate this assessment by permitting BSNL to collect, retain and analyze information to identify potential security risks including trace files, statistics, network addresses and the actual information or screens accessed or transferred; and
- c. provide such reports to BSNL and attend such meetings as may be reasonably required by BSNL.

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 implemented when that equipment is installed in BSNL network.

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

Vendor will facilitate BSNL in keeping a list of features, equipment, software etc. procured and implemented 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 will facilitate BSNL in keeping a record of operation and maintenance procedure in the form of manuals and supply to BSNL. It should have the security related provisions capturing security related events among others of authentication, access control, password

policy, configuration for and generation of access, command and alarm logs, their storage online and transmission to an independent log server.

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

15. USER AND PASSWORD MANAGEMENT:

Vendor will facilitate BSNL in keeping a list of user IDs created by him, which should be linked with name and other details of the users. Vendor to see that obsolete users/ users created for installation do not continue in system. 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-V** has to be made available to BSNL on yearly basis or as and when demanded.*

16. RECORD OF SOFTWARE VERSIONS AND UPDATES:

Vendor will facilitate BSNL in keeping 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-VI** has to be made available to BSNL on an yearly basis or as and when demanded.*

17. RECORDS OF SUPPLY CHAIN:

Vendor will facilitate BSNL in keeping a record of supply chain of the products (hardware/software). This should be taken from the manufacturer/vendor/supplier at the time of procurement of the products.

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

18. INVESTIGATION:

- 18.1 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. The Vendor shall provide list of users who have had access to BSNL Systems and BSNL Information to BSNL and/or any law enforcement agency. BSNL shall have access to the Vendor Systems and BSNL Information in the Vendor's premises generally with prior notice.
- 18.2 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. Upon request, the Vendor shall promptly provide to BSNL a written report with details of the potential misuse of BSNL Information or improper or unauthorized access to BSNL Systems and BSNL Information. a remedial plan and a timetable for achievement of the planned improvements and steps to be taken to avoid the repeat of the potential misuse of BSNL Information or improper or unauthorized access to BSNL Systems and BSNL Information.
- 18.3 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.
- 18.4 During investigation, the Vendor shall co-operate with BSNL, providing reasonable access, space, 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, upon prior reasonable written notice.

The clause No. 18.1 to 18.4 relates to investigation of all the security aspects and other relevant provisions contained in the earlier paras/clauses.

19. LIMITATION OF LIABILITY: The aggregate liability of the Supplier under this Agreement is subject to the clause 21 of Section 5 Part B of the RFP.

20. TERMINATION:

This Agreement shall be effective from the Commencement date 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 contract.

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.

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

22. LAW AND JURISDICTION:

This Agreement is governed by Indian law and subject to clause 18, 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 Contract.

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 Supply & Services contract.

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

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

Format -II: Documentation in English language

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

Format -III: Contemporary Security Features in Equipment

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

Format – IV: Manuals for Operation and Maintenance Procedure

Sl. No.	Name of Network Element/System (Including Software)	Element ID and Location	Document Reference	Availability of Security related procedures in manual	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 : List of user IDs certified by System Administrator

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

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

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

Section 11

LIST OF DOCUMENTS

Following documents are required to be submitted as a part of the Bid:

Note 1:

E.E.-1 = Electronic Envelope 1 i.e. Technical and Commercial bid in Electronic form

E.E.-2 = Electronic Envelope 2 i.e. Financial bid Envelope in Electronic form

P.E. – 3 = Physical Form Envelop 3 i.e. Technical and Commercial bid in Physical form

Sl. No.	Particulars	Clause/Section Reference	To be submitted in (Kindly see Note 1 above.)
A	B	C	D
1	EMD/Bid Security or Udhyam Registration certificate(s) , if claiming exemption.	Clause 9 of Section 1 and Section 7(A)	P.E-3
2	Certificate of Incorporation of the Bidder	Clause 4 of Section 1 and Clause 10.1 (c) of Section 4 Part A	E.E-1
3	Memorandum and Articles of Association of the Bidder	Clause 10.1 (d) of Section 4 Part A	E.E-1
4	Certificate of registration with the competent authority prescribed in accordance to MoF order issued vide F. No 6/18/2019-PPD dated 23.02.2023 or certificate as per Section 6(C), whichever is applicable.	Clause 5.5 of Section 1	E.E-1
5	Self-Declaration regarding Local Content & Certificate from Cost Auditor	Section 7 Part G	E.E-1 & P.E. 3
6	Audited Financial Reports of the Bidder for last two Financial Years or calendar years as the case may be. This is to be substantiated by the Audited Profit and Loss Account. Further, a certificate from the concerned company's Chartered Accountant, who has actually audited the Annual Accounts of the company, may also be furnished with regard to requirement of Clause 4.4.2 of Section 1.	Clause 4 of Section 1	E.E-1
7	Self-declaration along with evidence that the bidder is not blacklisted by GST authorities.	Clause 26.9.2 of Section 5 Part-A	E.E-1
8	Self-declaration that the bidder/ OEM is not debarred/ blacklisted by any authority as mentioned in the Clause 4.1.(5)	Clause 4.1.(5) of Section 1	E.E-1
DOCUMENTS ACCOMPANYING TENDER BIDS			
9	Approval from Reserve Bank of India/SIA in case of foreign collaboration, if applicable	Clause 10.1 (f) of Section 4 Part A	E.E-1
10	Type Approval Certificate given by Telecom Engineering Centre (TEC)/TSEC issued by Quality Assurance Circle of BSNL, if applicable.	Clause 10.4 of Section 4 Part A	E.E-1

11	Latest Annual Report of the Bidder and /or certificate from its banker to assess its solvency/financial capability.	Clause 10.2 (i) of Section 4 Part A	E.E-1
12	A signed undertaking from Authorized Signatory of the bidder that shall certify that all components/ parts/ assembly/ software used in all the equipment supplied under this tender shall be original and new components/ parts/ assembly/ software and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used.	Clause 10.5 of Section 4 Part A	E.E-1
13	For supply of any software i.e. operating system or any applications software, a Certificate of Authenticity (COA), signed by Authorized Signatory stating that all Software supplied are authentic and legal copy is/ are being supplied	Clause 10.6 of Section 4 Part A	E.E-1
14	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	Clause 10.1 (e) of Section 4 Part A	E.E-1
15	Documentary proof of GST registration	Clause 10.1 (g) of Section 4 Part A	E.E-1
16	Undertaking duly signed by bidder and its OEMs, stating that both of them shall be liable for due performance of the contract jointly and severally.	Clause 10.1 (h) of Section 4 Part A	E.E-1
17	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 consideration paid or payable for transfer of right to use such goods subject to provisions laid down in Central Excise/Custom Notifications”	Clause 10.7 of Section 4 Part A	E.E-1
18	Declaration under the bidder’s signature that no addition/deletion/corrections have been made in the Tender document being followed for submission of Bid and it is identical to the Tender (including its amendments and clarifications to pre-bid queries) appearing on the e-Tendering Portal used by BSNL for processing this tender.	Clause 14 of Section 1	E.E-1
19	Undertaking and declaration as per section 6-part A.	Section 6 A	E.E-1
20	Bidder’s Profile duly filled and signed	Section 8	E.E-1
21	Near Relation Certificate from all the directors of bidder company	Section 6 B	E.E-1
22	Integrity Pact Agreement	SECTION 7 Part D	P.E-3
23	Tender Bid Form	SECTION-9 Part-A	E.E-1
24	Price Schedule in excel sheets.	SECTION 9 Part B	E.E-2
25	Quality Manual	Clause 30.10 of Section 4 Part A	E.E-1
26	Power of Attorney as per clause 14.3 (a) and (d) of section 4 Part A and authorization for executing the power of Attorney as per clause 14.3 (b) or (c) of section 4 Part A.	Clause 14.3 of Section 4 Part A	E.E 1 & P.E-3

27	Unpriced BOQ/BOM.	SoR (Section-3 Part-C) and Clause 17 of Section 5 Part B	E.E-1
28	Manufacturer Authorization Form	Section 7 Part E	E.E-1
29	Clause by Clause Compliance for all the terms and conditions of tender.	Clause 11.3 Section 4 Part A	E.E-1
30	Information for initiating application for Trusted Telecom Portal	Section 7 (I)	E.E-1

Section 12

Acceptance Testing Schedule

A/T SCHEDULE FOR OLT & EMS FOR BHARATNET PROJECT

PART A - OLT Node Tests

1. OLT Equipment Details

SL. No	ITEM DESCRIPTION	DETAILS
1	OLT Location	
2	Block & Dist. Name	
3	OLT Location ID/ IP address	
4	OLT Model No.	
5	OLT Sl. No.	
6	OLT Capacity (4/8/16/24 Port)	
7	QA Reference No.	

2. Infrastructure verification of OLT:

SL. No.	TEST DESCRIPTION	PROCEDURE/ REFERENCE	RESULT/ REMARK
1	Check of Documentation	Available / Not available	Technical manuals in CD to be supplied
2	Check for connectivity with Data Comm. Network (DCN)	Done / Not Done	DCN connectivity from OLT to EMS for management purpose
3	Sign. Writing on the equipment	Done/Pending	

3. Physical Verification of Hardware

SL. No	TEST DESCRIPTION	PROCEDURE
1	Physical Verification of the system at OLT.	<div>Check the supply of OLT as per BOM. Physical Check for the provision of No. of ports to be verified.</div> <div>a) No. of PON cards : b) No. of PON ports: c) No. of Control / uplink cards : d) No. & Type of SNI ports</div>

4. Services Configuration Details

SL. No	ITEM	CONFIGURATION
1	OLT Management IP (Out of Band)	
2	OLT MGMT VLAN	
3	High Speed Internet VLAN/s	
4	VoIP VLAN	

5. OLT Tests

SL. No	TEST DESCRIPTION	PROCEDURE
1	Check for the S/W conformity.	Verify the S/W version of the OLT as per the TSEC certificate.
2	Verification of Power supply requirement of OLT.	Check that the OLT gets powered ON after the AC power is through.
3	Verification of Optical Power Measurement of Uplink Ports.	<p>Connect a power meter to the UP Link ports with patch card. Measure the optical power for various windows. The Limits should be as given below:</p> <p>1. For 850 nm:1000 Base SX (500M)/1G</p> <p>a. RX Power: -17 to 0 dBm</p> <p>b. TX Power: -9.5 to 0 dBm</p> <p>2. For 1310 nm: 1000 Base LX (10KM)/1G</p> <p>a. RX Power: -19.5 to -3dBm</p> <p>b. TX Power: -9.0 to -3 dBm</p> <p>3. For 1550 nm: 1000 Base LX (40KM)/1G</p> <p>a. RX Power: -23 to -3dBm</p> <p>b. TX Power: -3 to +3 dBm</p> <p>4. For 1550 nm: 1000 Base ZX (80KM)/1G</p> <p>a. RX Power: -24 to -1dBm</p> <p>b. TX Power: 0 to +5 dBm</p>
4	Verification of Optical Power Measurement of GPON Ports.	<p>Connect a power meter to the GPON port with patch card. Measure the optical power. The Limits should be as given below:</p> <p>a. RX Power : -8 to -28 dBm</p> <p>b. TX Power : +1.5 to +5 dBm</p>
5	Verification of Service restoration on OLT reboot	<p>a. The OLT is powered ON with all configurations. Check for the correct functioning of the lamps and working of the OLT by browsing of Internet from ONT.</p> <p>b. Shutdown the OLT by disconnecting both the power supply.</p> <p>c. Power ON the OLT after few minutes.</p> <p>d. Check the system is restored within 15 minutes</p>
6	Verification of Loss of Signal on Fiber Cut between OLT and Splitter	<p>a. Ensure that the OLT is in working condition.</p> <p>b. Check for Green indication in OLT.</p> <p>c. Remove the fiber between OLT & the splitter.</p> <p>d. Check the Red indication.</p> <p>e. Restore the fiber.</p> <p>f. Check for Green indication.</p> <p>g. Check the alarm status in LCT/EMS</p>

PART B- Testing of EMS

S. N.	TEST DESCRIPTION	PROCEDURE
1	Physical Verification of the system at EMS.	Check the supply of EMS as per BOM for both DC & DR sites. (Along with accessories like LCT etc.)
2	Check for the S/W conformity.	Verify the S/W version of the LCT & EMS as per the TSEC certificate.
3	Check of Redundancy.	Check the following redundancy; a. Power b. Control card/Server (Ensure only single point of failure does not affect the functioning of the system)
4	Back up Restoration of the Data.	a. Take the backup of the EMS data. b. Modify the EMS by adding or deleting some ONT /Alarm etc., c. Restore EMS with the backed up data. d. Verify that the modified data is not available.
5	Configuration Management.	Sample Check: Perform Addition/deletion & Editing of OLT. Perform Addition /deletion & Editing of ONT. Activation and de-activation of any service of ONT.
6	Fault Management.	Sample Check: Verify the alarms of the OLT & ONT – GREEN for Healthy, Red for Fault and yellow for de-graded mode. Verify the power failure of any OLT & ONT. Verify Loss of signal of any OLT & ONT
7	Service.	Creation & Deletion of different Service profiles from EMS.
8	Security Management.	Sample Check: Create/modify/Delete a user. Check for different level of pass word.
9	Calendar Management.	Sample Check: Create a task for Back up with time and date. Check the same is executed properly.
10	Performance Management.	Sample Check: Check for customized reports
11	Verification of Log.	Sample Check: Verify the following Log: Alarm Log. User log.
12	Verification of Messaging.	Verify an e-mail sent to the maintenance officer on generation of alarm.

Signature of Testing Official
(With Date, Name, and Designation)

Signature of offering officer
(With Date, Name and Designation)

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Section 13

Corresponding Terms & conditions of Section 5 Part A for any add-on procurement for BSNL's consumption/ Network

1. Severity Levels and Restoration times will be as below:

Fault Type (OLT)	Severity Level	Restoration time (District Level)	Restoration time (Below District Level)	Restoration time (District Level)	Restoration time (Below District Level)
Fault in the equipment/ system affecting the availability of service to more than 5% of working subscribers in a OLT & does not require any hardware change	1A	4 Hours	8 Hours	8 Hours	12 Hours
Fault in the equipment/ system affecting the availability of service to more than 5% of working subscribers in a OLT require hardware change	1B	6 Hours	10 Hours	10 Hours	24 Hours
Any faults affecting the availability of service to 5% or less subscribers in a OLT & no hardware changes required	2A	6 Hours	10 Hours	12 Hours	16 Hours
Any faults affecting the availability of service to 5% or less subscribers in a OLT & hardware changes required	2B	6 Hours	10 Hours	24 Hours	24 Hours

- 1.1 Here the node will be taken to mean a site having OLT. Availability of service shall be taken to have been affected if indications including among other things, poor bit error rate to the subscriber, intermittent failure, end-to-end unavailability of service to the customer fault of continuous nature etc.
- 1.2 The time for restoration of fault will be counted from the time of reporting to the technical support centre as per procedure prescribed in clause 15 of this agreement. As vendor resources are always available in the NOC, No delay is expected in response from the vendor.
- 1.3 For the purpose of arriving at the penalties as indicated in table above, the calculated percentage upto two decimal points shall be rounded off to nearest figure (e.g. 4.49% will be taken as 4% and 4.50 shall be taken as 5%.

2. PENALTIES

2.1 If the supplier fails to restore the fault within the time limit specified in clause 18 above, following penalties shall be applicable

I. Severity Level	Penalty per 8 hours of delay/per node/per occasion
1A & 1B	Rs. 300/-

II. Severity Level	Penalty per day of delay/per node/per occasion
2A & 2B	Rs. 150/-

(Delay will be counted in steps of 8Hr/One day, as the case may be).

- 2.2 The penalty will be applicable on per node basis even if there is a commonality of fault at any point in the network causing failure full or part of service at more than one node in the network.
- 2.3 If the supplier is unable to meet the TAT of 21 days as mentioned in clause 12 &13 for repair/ replacement of faulty equipment from the date of receipt of cards at the SUPPLIER`s designated Technical support Center, a penalty of Rs.150/- per day of delay per faulty module/card shall be applicable upto30 days delay from TAT time (i.e. 22nd day to 52th day). Beyond 30-day delay from TAT time (i.e. from 53rd day), the penalty shall be Rs. 300 per day.
- 2.4 A system of dispatch and receipt challans shall be worked out between BSNL and the supplier within one month 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.
- 2.5 The penalty shall be deducted from the quarterly bills. The maximum value of penalty for fault in nodes shall not exceed 20% of AMC P.O. amount in that quarter. This penalty capping would not be applicable for delay in repair of units/cards/modules beyond 60 days
- 2.6 Any unit/card/module not returned during the turnaround time period within 60 days of date of receipt of the faulty equipment at the SUPPLIER`s designated premises, an amount equivalent to 1.5 times the cost of unit/card/module OR an amount equal to penalty accrued in 60 days, whichever is higher shall be levied on the vendor. The cost will not be counted as penalty, for the purpose of capping as mentioned above in clause 19.5.
- 2.7 Physically Damaged & Visibly Burnt unit/card/module shall not be sent for repair hence excluded from RNP (Repair Not Possible). If some internal components are burnt, then such unit/card/module can`t be treated as visibly burnt or physically damaged as the same can`t be verified visually at the time of delivery of unit//card/module, If on analysis it is diagnosed as burnt or damaged, which is not visible to the naked eye, then the card shall be declared as RNP. Such declared RNP cards will be capped at 1% of the total supplied cards per annum.
- 2.8 Non-performance of preventive maintenance (done remotely through EMS) as per schedule will attract penalty value of up to 4% of the AMC value per OLT. This shall be in addition to the penalty already imposed and shall not be considered for capping). No penalty towards PM shall be deducted if it is due to BSNL reason.

3. ARBITRATION PROVISION

3.1 **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)

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

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

Claim amount (excluding claim for counter claim, if any)	Number of arbitrators	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 empaneled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs. 5 crores	3 Arbitrators	One arbitrator by each party and the 3rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.

- (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 pendent elite 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 subsection (3).
- (2) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.
- (3) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1): -
 - (a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
 - (b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
 - (c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
 - (d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.
- (4) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.
- (5) If the award is not made within the period specified in sub-section (4), the provisions of sub- sections (3) to (9) of Section 29 A shall apply to the proceedings.
- (6) The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.
- (7) The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

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

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

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

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

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

3.2 Arbitration In case of the disputes between two Central Public Sector Enterprises or with any government body, the following shall apply:

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.).

Pre-Bid Clarifications against RFP No.- MM/BN-O&M/OLT/T-793/2024 Dated 29.02.2024 (Annexure)										
Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
1	Section - 3 Part B	PART B	1	1.3			13	GPON equipment should comply “Trusted Source”. The OLTs shall be approved from trusted source, before delivery. In case, the make/ model is not approved from trusted source then, the bidder shall provide all documents/ information to BSNL for application on trusted portal in their technical bid.	If the OLT is submitted for approval on the trusted portal but remains unapproved before the scheduled delivery, what is the prescribed procedure to pursue approval prior to the delivery?	BSNL will issue the PO/ WO only after clearance/ exemption from the NSCS.
2	Section - 3 Part B	PART B	3	III			15	SNMP v3 encrypted management	Kindly confirm the acceptability of SNMP v2c, as indicated on Page 18 under "10. INTERFACES SUPPORTED 1)Southbound Interface towards the OLTs is SNMP v2c/v3."	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
3	Section - 3 Part B	PART B	B	2	7		19	Furthermore, TMF-814/ CORBA shall be supplied as the North bound interface along with suitable network interface and software in the EMS, so as to have a common/ centralized network management system of different vendors.	Please confirm this should be read as “Furthermore, REST API/TMF-814/CORBA shall be supplied as the North bound interface along with suitable network interface and software in the EMS, so as to have a common/ centralized network management system of different vendors.” as mentioned in the Clause 2.3 Page 19	Please refer to clarification at S. No.- 197
4	Section - 3 Part B	PART B	B	2	7		19	Bidder has to have open interface architecture so that if required it can be integrated in future and vendor shall render full support at that stage to facilitate such integration.	Please provide clarification on the concept of "open interface architecture" as mentioned in the requirement. What are the specific characteristics and functionalities associated with it, particularly how it enables integration in the future. Additionally, please elaborate on the type of support the vendor is expected to provide during the integration stage?	As per Tender.
5	Section - 3 Part B	PART B	B	2	7		19	EMS shall have the provision/ alarms showing the status of battery health.	Which specific battery is being referred to in the statement "EMS shall have the provision/alarms showing the status of battery health"? Please clarify the type or location of the battery for which the EMS (Element Management System) should display status and alarms related to its health.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
6	Section - 3 Part B	PART B	3	2			20	Detailed Chassis & Tree View for configuration and reporting.	Please provide clarification on what is meant by "Chassis" in the context of the statement "Detailed Chassis & Tree View for configuration and reporting"? Please provide a definition or explanation of the term to better understand its role in the configuration and reporting aspects.	Various functional modules in the OLT
7	Section - 3 Part B	PART B	4	4			20	Management data and history data needs to be maintained for a period of 6 months	Please clarify the distinction between the "history data" mentioned in the requirement that states, "Management data and history data need to be maintained for a period of 6 months," and the specific "Performance and fault history for 30 days" stated on page 20, clause 2.3? How these two types of historical data differ in terms of content, purpose, or any other relevant criteria.	fault history to be maintained for 30 days , all other historical data to be kept for 6 months .

Pre-Bid Clarifications against RFP No.- MM/BN-O&M/OLT/T-793/2024 Dated 29.02.2024

Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
8	Section - 3 Part B	PART B	2	2.5			13	Mini-OLT shall have SNI interface 3x 1G (Optical) and 1 RJ45 port.	<p>The specified configuration in the clause for the Mini-OLT, which mandates 3x 1G (Optical) and 1 RJ45 port for a 4-PORT GPON Mini-OLT, raises concerns about its adequacy. Given the evolving technological landscape and the anticipated demands on network infrastructure, we contend that the proposed UPLINK SNI PORT is insufficient for a comprehensive and future-proof solution.</p> <p>We advocate for a more robust approach to meet the growing requirements of modern networks. Specifically, we recommend the inclusion of support for at least two 10GE Optical Ports in addition to two 1GE Optical and Electrical Ports. This enhancement aligns with the evolving standards and capabilities required for efficient and high-performance network operations.</p> <p>Moreover, the proposed routers (Type-C and Type-D) for GP in BharatNet 3.0, to which these OLTs will be connected, are equipped with adequate 10G ports.</p> <p>In summary, we propose an adjustment to the clause to accommodate a more advanced and versatile UPLINK SNI PORT configuration, supporting at least two 10GE Optical Ports, thereby ensuring the Mini-OLT's compatibility with contemporary network requirements and the routers in the BharatNet 3.0 infrastructure.</p>	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
9	Section - 4 Part A	A	1	p			23	"Existing Vendor (s)" shall mean vendors from whom GSM/UMTS based cellular mobile network equipment was purchased under previous contracts by BSNL for their respective area of operation and with whom AMC/CAMC contracts are subsisting	Is this relates to earlier deployment of GPON under bharatnet? Please clarify	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
10	Section - 4 Part B	B	2	2.1			48	This Procurement will fall under Divisible category and provisions under Clause 3A sub-clause (b) of DPIIT Policy dated 16.09.2020, will apply. While awarding the work, para 4 c c(a) DoE's circular No 1/4/2021-PPD dated 18.05.2023 on concurrent application of Public Procurement Policy Order 2012 for MSEs and Public procurement (Preference to Make in India) Order 2017 shall be applicable	Please define it as part of the tender and also provide the said DPIIT notification dated 16.09.20 and DoE circular dated 18.05.23 for better understanding of distribution of quantites.	The clause is self explanatory.
11	Section - 4 Part B	B	7				49	A Lead bidder of a consortium bid cannot participate in another bid for this tender, neither as a standalone bidder nor as a consortium partner	It means OEM as a product supplier can quote to multiple bidders. Please clarify	yes

Pre-Bid Clarifications against RFP No.- MM/BN-O&M/OLT/T-793/2024 Dated 29.02.2024

Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
12	Section - 5 Part B	Part B	11. PAYMENT TERMS:	11.2	(i)	a	77	(i) For supply of Equipment (OLT & EMS): (a) 60% of basic value of equipment + Reimbursement of 100% GST (subject to details of the invoice is reflected in GSTR-2A of BSNL on GSTN portal) after delivery of the equipment. (b) 30% (of basic value of equipment) after installation & successful commissioning. (c) 10% (of basic value of equipment) after completion of warranty period of 1 year.	Please amend the clause as below: (a) 80% of basic value of equipment + Reimbursement of 100% GST (subject to details of the invoice is reflected in GSTR-2A of BSNL on GSTN portal) after delivery of the equipment. (b) 20% (of basic value of equipment) after installation & successful commissioning. (c) 10% (of basic value of equipment) after completion of warranty period of 1 year.	As per Tender.
13	Section - 12	PART B- Testing of EMS			3		145	Check of Redundancy	Tender asked for 1+1 at DC and DR, Need clarity on Storage	Only Backup - restoration feature required , storage of more than one week will be in the NOC storage
14	Section - 12	PART B- Testing of EMS			4		145	Back up Restoration of the Data.	What is the backup volume to be maintained	Only Backup - restoration feature required , storage of more than one week will be in the NOC storage
15	Section - 1		1	1.1	1	1.2	2	Element Management System (EMS) in 1+1 redundant mode with 1-year on site OEM Warranty.	Need clarity on the EMS architecture and placement of the Servers i.e Server, storage	For technical requirements, please refer to Section 3 Part B. The EMS is to be placed in the Bharatnet NoC premises
16	Section - 1	DNIT	4	4.1	2	-	4	The Bidder should have a minimum average annual turnover of Rs. 175 Crores for the three (3) audited financial years (2020-21, 2021-22, 2022- 23 or 2021-22, 2022- 23, 2023-24).	As per CVC guidelines, 30% of estimated project cost shall be asked as Average Annual financial turnover. So, we request the Dept. to kindly amend this clause and minimize the turnover criteria to Rs.100 Cr. to have competitive bidding from prospective bidders.	As per Tender.
17	Section - 1	DNIT	4	4.1	3	-	4	The Bidder or their OEM, should have executed similar kind of project (supply and/or Installation & Commissioning) for 5,000 OLTs of 4 or more ports, in the last ten years, as on the bid opening date.	We request the Dept to relax this clause and reduce the quantity to 2000 OLTs with 4 or more ports for having more cost effective bids from several bidders.	As per Tender.
18	Section - 3 Part A	A	1	-	-	-	12	The scope of work to be performed is "Supply, Installation & Commissioning of GPON 4 Port Optical Line Termination Equipment with MTCTE certified GPON Equipment.	Location details for delivery & installation is nowhere mentioned in the RFP. Please provide the details of delivery locations for calculation of delivery and installation costs in the price bid.	This will be provided at the time of Work order, depending upon the requirement.

Pre-Bid Clarifications against RFP No.- MM/BN-O&M/OLT/T-793/2024 Dated 29.02.2024

Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
19	Section - 5 Part C	C	18	18.1	-	-	86	Severity Levels, Response times and Restoration times	As the equipment would be installed in GP offices, we request the Dept to apply the service levels in office working hours only ie., from 10AM to 5PM. If in case call is logged at the end of the day, it shall be considered as the next day call.	The Clause is Self-explanatory. Also, please refer to Amendment # 5
20	Section - 5 Part B	B	11	11.2	(b)	Note:B.	77	B. In case, BSNL fails to provide consignee location for Installation & Commissioning within 180 days of the actual date of delivery, the vendor shall be eligible for the 30% payment against I&C after expiry of this 180 days period.	Please reduce the timelines to 30 days from the date of actual delivery and for site not ready also, the vendor shall be eligible for 30% payment against I&C after expiry of 30 days period to minimize financial burden on the bidders.	As per Tender.
21	Section - 1	Public Procurement	5	5.5			7	It is mandatory for the bidder to submit a self-certification as per proforma in Section 7 Part G, along with the bid that the items (Excluding Services (I&C) and AMC value) offered as package in this tender meets the minimum local content and shall give details of the locations at which the local value addition is made. In addition, such bidder is also required to provide a certificate from the statutory auditor or cost auditor of the company giving the percentage of local content in accordance to DPIIT letter dated 16.09.2020 & 04.03.2021 and any subsequent clarification. Furnishing of false information on this account shall attract penal provisions as per the Guidelines/ Notification.	Kindly confirm to arrive at Local content as per the notification dated 4.03.2021 services such as transportation, insurance, installation, commissioning, training and after sales service support such as AMC/CMC etc will be not be included as local value addition.	The clause is self explanatory.
22	Section - 1	Public Procurement	2	2.4			3	Important Note: - In case of consortium bid or if bidder is not OEM of the offered equipment, above exemptions for MSEs will be extended only if all the consortium partners are MSEs.	Pls confirm consortium means all OEM options quoted by bidder.	The clause is self explanatory.
23	Section - 1	Eligibility Criteria	4	4.1			4	The projects executed individually by bidder or their OEMs can be added to meet the requirement of this clause.	As per this clause there could be instance where bidder uses eligibility criteria of one OEM and quotes other 2 OEM using eligibility of 1st. At the time of supply bidder may supply non-proven OEM equipment putting the BSNL network on stake. To mitigate the same kindly confirm, each OEM quoted by bidder should meet the eligibilty seperately.	Each OEM shall meet the criteria as per amendment # 2
24	Section - 1	Purpose	1	2	2.1		2	Services (Installation, Testing & Commissioning) GPON 4-Port Optical Line Termination Equipment (OLT)	Mini OLT is a very basic equipment and installtion is like plug and play which can installed at person available in the field with a telephonic support. We request if Installtion and Commisioning can be kept outside the scope for the bidder. Pls confirm.	As per Tender.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
25	Section - 1	Purpose	1	1.2	2.1		2	The instructions regarding supply of 'Trusted products' as mandated by DoT vide File no- 20-271/2010 AS-I (Vol-III) dated 10.3.2021,	There are many OEM available who doesn't have got "Trusted product" certificate for even a single product even though these companies are "trusted source". As per tender conditions the OEM to be quoted must have supplied 2000+ number of OLT to TSP/ISP in India. Which effectively means they should be having valid "trusted product" for some of the OLT model at the time of supply, which may not be the case for some of the OEM. Later failing to get "Trusted Product" may jeopardize the complete tender if failed OEM is declared L1. Having at least one valid trusted product will ascertain the OEM has trusted supply chain and would be able to get "Trusted Product" for the quoted equipment. Pls confirm at the time of bidding quoted OEM should have at least one valid "Trusted product" for any GPON OLT.	As per Tender.
26	Section - 1	Purpose	1	1.2	2.1		2	The instructions regarding supply of 'Trusted products' as mandated by DoT vide File no- 20-271/2010 AS-I (Vol-III) dated 10.3.2021,	The OEM quoted by bidder must be at least "Trusted Source" at the time of bidding.	As per Tender.
27	Section - 1	4	Eligibility Criteria	4.1	3		4	The Bidder or their OEM, should have executed similar kind of project (supply and/or Installation & Commissioning) for 5,000 OLTs of 4 or more ports, in the last ten years, as on the bid opening date. The projects executed individually by bidder or their OEMs can be added to meet the requirement of this clause.	In general, OLTs terminology is meant for EPON as well along with GPON technology. As the requirement herein refers to GPON OLTs, hence we understand the deployment execution is meant for GPON OLTs only. Kindly confirm.	The clause is self explanatory.
28	Section - 3 Part B	PART B	1. General	1.4			13	The SNI at OLT is envisaged to provide various Gigabit Ethernet and 10G Ethernet interfaces.	GPON OLTs are meant to be deployed at GP location wherein 40Gbps GP Routers are envisaged with 2*10GE for Ring architecture and GigE ports for OLT connectivity. Hence, we understand 10G Ethernet interfaces are not required hence should be removed. We request for deletion of 10GE Ethernet interace and the clause shloud be amended as "The SNI at OLT is envisaged to provide Gigabit Ethernet Interfaces". Kindly confirm	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
29	Section - 3 Part B	PART B	5. Service Requirements	5.2	A	II	16	DHCP relay and DHCP server	For Zero Touch provisioing of Network elements, DHCP Relay functionality is required at OLT while DHCP Server application will reside centrally while End device will be running DHCP Client application. Hence, DHCP server is not required in OLT. We request the clause to be amended as "DHCP relay"	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
30	Section - 3 Part B	PART B	9. Physical Requirements	9	9.1	VI.	18	OLT should have Dual redundant & Hot standby AC power supply and power consumption should be less than 50W.	GPON OLTs are meant for Gram panchayat where there is a possibility of only 1 AC Power Supply source only. Generally DC Power Supply redundancy is implemented in the network wherein 2 sources are available with 1 battery Source while other source as SMPS Power Supply. Moreover, Modularity is not required for PSU in AC Powered Systems. Hence we request the clause to be amended as "OLT should have Dual Feed DC power supply or Single Feed AC PSU and power consumption should be less than 50W" Kindly confirm.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
31	Section - 3 Part B	PART B	A. TECHNICAL SPECIFICATIONS OF GPON OLT	2. PON Requirements	2.5		13	Mini-OLT shall have SNI interface 3x 1G (Optical) and 1 RJ45 port	Requirement of 3x1G(optical) SNI Ports holds significance only if OLTs are envisaged to be deployed in a Ring Architecture with 1 spur OLT chain also originating. In the current case, OLTs are required to be connected to GP Router, hence 1 optical GE and 1 Electrical GigE port suffices the requirement. Hence, the clause should be amended as "Mini-OLT shall have SNI interface 2x 1G (Optical) and 1 RJ45 port"	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
32	Section - 3 Part B	PART B	A. TECHNICAL SPECIFICATIONS OF GPON OLT	3. LAYER 2 REQUIREMENTS	3.2. VLAN	V.	14	The OLT should be able to configure up to 3966 (1-3966) VLAN	In general VLAN Support required in the network is 4094 as per Standards, Hence we recommend the clause to be amended as "The OLT should be able to configure up to 4094(1-4094) VLAN"	As per Tender.
33	Section - 3 Part B	PART B	A. TECHNICAL SPECIFICATIONS OF GPON OLT	4. SECURITY REQUIREMENTS	4. SECURITY REQUIREMENTS	XVII.	16	Shall support MAC security function	We understand that MAC Security function refers to AES 128 encryption in GPON technology. Please confirm.	minimum AES 128 encryption shall be there for MAC security function
34	Section - 3 Part B	PART B	A. TECHNICAL SPECIFICATIONS OF GPON OLT	4. SECURITY REQUIREMENTS	4. SECURITY REQUIREMENTS	XIX.	16	Anti-Malware Software automated or real-time scanning feature must be enabled	At access layer, the Anti- Malware and port scanning is not applicable for OLT. We understand that the clause is applicable for EMS client SW, which in general is accessed via PC/Laptop. Kindly Confirm.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
35	Section - 3 Part B	PART B	A. TECHNICAL SPECIFICATIONS OF GPON OLT	5. SERVICE REQUIREMENTS	5.2.(A) IPv4	III.	16	Static Routing	GPON OLTs are meant for Gram panchayat wherein GP Routers are already envisaged. GPON OLT is connected to GP Router, hence all routing functionalities are getting catered by GP Router. Therefore, we IP Routing functionality is not required in GPON OLTs, hence should be removed. We request for deletion of the IP Routing Functionalities from GPON OLT. We request for deletion of the clause, Kindly confirm.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
36	Section - 3 Part B	PART B	A. TECHNICAL SPECIFICATIONS OF GPON OLT	5. SERVICE REQUIREMENTS	5.2.(A) IPv4	IV.	16	RIP v1/v2	GPON OLTs are meant for Gram panchayat wherein GP Routers are already envisaged. GPON OLT is connected to GP Router, hence all routing functionalities are getting catered by GP Router. Therefore, we IP Routing functionality is not required in GPON OLTs, hence should be removed. We request for deletion of the IP Routing Functionalities from GPON OLT. We request for deletion of the clause, Kindly confirm.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
37	Section - 3 Part B	PART B	A. TECHNICAL SPECIFICATIONS OF GPON OLT	5. SERVICE REQUIREMENTS	5.2.(A) IPv4	V.	16	OSPFv2	GPON OLTs are meant for Gram panchayat wherein GP Routers are already envisaged. GPON OLT is connected to GP Router, hence all routing functionalities are getting catered by GP Router. Therefore, we IP Routing functionality is not required in GPON OLTs, hence should be removed. We request for deletion of the IP Routing Functionalities from GPON OLT. We request for deletion of the clause, Kindly confirm.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
38	Section - 3 Part B	PART B	A. TECHNICAL SPECIFICATIONS OF GPON OLT	5. SERVICE REQUIREMENTS	5.2.(B) IPv6		16	The equipment shall be IPV6 compliant with all the features as mentioned in clause 5.2.(A) above.	GPON OLTs are meant for Gram panchayat wherein GP Routers are already envisaged. GPON OLT is connected to GP Router, hence all routing functionalities are getting catered by GP Router. Therefore, we IP Routing functionality is not required in GPON OLTs, hence should be removed. We request for amendment of the clause as "The equipment shall be IPV6 compliant"	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
39	Section - 3 Part B	PART B	A. TECHNICAL SPECIFICATIONS OF GPON OLT	9. PHYSICAL REQUIREMENTS	9.1. Mechanical standards	VIII.	18	Dual fan as Hot standby shall be provided	In general, Multiple FANs are required for systems having higher heat dissipation. In 4 Port OLT with power consumption requiremnet <50 Watt, single fan suffices the cooling of system. Hence we request for deletion of this clause.	As per Tender.
40	Section -3 Part A	Part A	5				12	The OLTs and associated equipment supplied under this tender shall be installed at Gram Panchayats (GPs) in a suitable building, as decided by BSNL	Please confirm BSNL will ensure safe & secured infrastructure & environment at GP level for safe plaement , custodian & operation of equipment via the GP authority through out the contract period.	The PIA appointed under ABP / the Bharat Net Udyami shall operate.

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41	Section - 3 Part B	Part B	8				17	INTEROPERABILITY REQUIREMENTS OLT shall also interoperable with all existing ONTs being used in BSNL and any future ONTs to be used, by loading of suitable patches without any additional cost. It will be preferred if the loading of Patches is done thru EMS/ NMS without visiting site. All bidders shall complete inter-operability test with the successful bidders and MTCTE approved supplier of ONTs. All successful bidders shall provide quoted OLT to BSNL at BBNW Circle NOC at Bangalore, for interoperability testing (IOT) with existing equipment in BharatNet network.	Please Confirm that Supplied Equipment to be Inter-oprable with BharatNet GPON Equipment of Make , model & version as supplied by various Successful suppliers under BharatNet PH-I & PH-II past Tender/s.	The clause is self explanatory.
42	Section - 3 Part B	Part B	A	9	9.1	I	18	OLT should be 19" rack 1 U mountable pizza box fully compliant with ITU GPON standards.	With Bhartnet PH1 already deployed in GP, the cabinet at GP shall be used for installing these 4 port OLTs, hence it is not required to supply cabinet along with OLT. Please confirm	Cabinet is not to be supplied with OLT
43	Section - 3 Part B	Part B	A	9	9.3	I	18	For AC operation, the normal power supply is 160 to 270 V AC, 50 ±5 Hz. The OLT shall be designed to have protection of power transient, power surge and power blowouts.	As per TEC GR "TEC-GR-FA-PON-002-02-NOV-18" for Mini OLT, page no 49, clause no iv, "The Mini-OLT shall have the option of power feed through DC power source and/or AC power source using AC/DC Adapter and operating at nominal 230 volts AC with voltage variation of -15% to +10% at 50 Hz ± 2 Hz. The Mini-OLT shall be designed to have protection of power transient, power-surge and power blowouts." The Clause should be amended to 160 to 260 V AC , 50 ± 2 Hz.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
44	Section - 3 Part B	Part B	B	2	8		19	EMS shall have the provision/ alarms showing the status of battery health	OLT is being asked for operation in AC supply. That case please clarify for which end's/ equipment's battery health alarm provision required in EMS.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
45	Section - 4 Part A	Part A	1	n			23	"Commissioning" of a network element shall mean its' putting into use, for carrying live traffic or for its intended use, after functional tests. The date of such putting into use will be considered for determining the significant date for purpose of assessment of liquidated damages if any, determination of commencement date for warranty & AMC date and qualifying for payment milestone. o.	Please confirm --- 1. Functional test is same as mentioned in Acceptance Test as per the Section 3, Part A, Clause no.-7. 2. We understand that live traffic will be available for putting into commercial usage at the time of Acceptance Testing. 3. If live traffic is not made available during Acceptance Test, Equipment will be declared commissioned on the basis of Successful completion of Acceptance Test.	1) Yes. 2) No. 3) Yes

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
46	Section - 5 Part B	Part B	4	V	b		72	In case, the final A/T fails at the sample site, Acceptance Testing for all the equipment in the lot (i.e. 20 offered sites) shall be deemed as failed, <u>if the reason for failure is not attributable to the bidder</u>	In case AT fails due to reasons not attributable to Bidder, It must not be considered the LOT's AT failure. Please confirm.	yes
47	Section - 5 Part B	Part B	4	XI			73	The responsibility of security of the equipment from time of installation till the time of taking over by BSNL shall be of the bidder	In case of delays due to NMS integration, Acceptance testing (AT) or issuance of Taking over Certificate (ToC) by Consignee for any Network Element/s, after installation, the physical security of network element responsibility does not lie with Bidder. We understand that BSNL will provide the requisite security. Kindly Confirm.	As per Tender.
48	Section - 5 Part B	Part B	4	XII			73	After all acceptance tests completion, the designated Testing Executive will certify the equipment as fit for commissioning	Please confirm there will be not be any delay on issuance of Fit for commissioning Certificate after successful completion of Testing at field.	The clause is self explanatory.
49	Section - 5 Part B	Part B	5	II			73	Selected bidder shall arrange for validation of EMS functionalities related to all type of PON equipment i.e. OLT (min one Nos.) ONTs [min Ten (10) Nos] and all types of software purchased as part of this tender, at the site determined by BSNL	As per Tender, 4 port OLTs are part of active supplies. . EMS validation asks for OLT and ONT integration. Please clarify how & where 10 ONTs will be arranged. Please also clarify the modus operandi of supplying /arranging 10 nos. Non-SoR items i.e. ONTs.	The validation is bidder's responsibility . The clause is self explanatory. As per tender.
50	Section - 5 Part B	Part B	5	III			73	During Validation all functionality related to services i.e. security services, encryption services, POTs, VOIP (SIP Phones), High Speed Internet (HSI), Video On Demand (VOD), Broadcast TV, HDTV, IPTV, Interactive Video, any other services etc as envisaged under the purview of this tender shall be demonstrated by the Supplier to the satisfaction of BSNL/CPSUs	For testing of specified services, BSNL will arrange the availability of all service streams upto OLT & ONT/s. Please confirm.	The clause is self explanatory.
51	Section - 5 Part B	Part B	10	10.5			77	Each lot of supply will have two parts- delivery to consignee and Installation & Commissioning (I&C).	We understand, Completion Time Schedule for 2nd part i.e. I&C part, will be applicable from the date of completion of 1st part i.e., delivery to Consignee. Please clarify.	The clause is self explanatory.
52	Section - 5 Part B	Part B	4	iii			72	Within three weeks of installation of the supplied equipment, the successful bidder shall offer the equipment for Acceptance Testing. Bidder shall offer the sites in lots with lot size of 20 numbers of OLTs (preferably in a single Business Area) for A/T after the OLTs are visible in NOC.	Please clarify the timelines for installation.	As per Tender.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
53	Section - 1	Eligibility Criteria	4	4.1	3		5	Bidder claims its bid to be under Class-I / Class-II Local supplier, as per DPIIT guidelines dated 16.09.2020, to be read along with clarification dated 04.03.2021 on LC calculations or any subsequent clarifications issued by DPIIT, the requirement of experience for supply and/or Installation & Commissioning, shall be 2000 OLTs of 4 or more ports, in the last ten years, as on the bid opening date.	We understand that if bidder is providing PO copies issued by BSNL/BBNL for relevant quantities as asked in tender along with Inspection certificates issued by BSNL QA mentioning 0 quantity pending for QA against respective PO is sufficient to meet the experience as asked by BSNL and there is no requirement for any other supply certification.	PO copies shall be supported by satisfactory supply , as required ,
54	Annexure-1 Section 4 Part-A	4 (PART A)	1 to 3	1 to 3			42	Defaults of the bidder / vendor.....	We request BSNL to kindly revise the clause as : Delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to any one of the following sanctions:- - Forfeiture of its performance security on prorata basis. - Short closure of the contract in part or full and/ or termination of the contract for default after serving a notice of 30 days to the bidder to cure the defect.	As per Tender.
55	Annexure-1 Section 4 Part-A	4 (PART A)		4.1, 4.2, 5.1, 6, 7, 10			43	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	We request BSNL to kindly revise the clause as : Defaults by the Bidder in the performance of its delivery obligations shall render the Bidder liable to the following:- - Short closure of the contract in part or full and/ or termination of the contract for default after serving a notice of 30 days to the bidder to cure the defect. Further the bidder shall not be liable for cost for replacement services in any event.	As per Tender.
56	Annexure-1 Section 4 Part-A	4 (Part A)	4	4.1 (b)			44	Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor	The condition that BSNL reserves the right to remedied the defects at the risk and cost of the defaulting vendor actually puts the vendor in UNLIMITED/UNCAPPED RISK which is unreasonable, more due to the fact that there are multiple penalties already applicable. Hence, this paragraph may be accordingly amended to incorporate cap of 10% on the risk cost. The risk and cost have been charged in various provisions by BSNL and we recommend to delete them from the RFP.	As per Tender.
57	Annexure-1 Section 4 Part-A	4 (Part A)	5	5.2			44	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).	Kindly specify the amount of penalty chargeable here.	Explained in the same table in Column-C (Action to be taken) of Row Serial No.- 5.2. {Table in Appendix – I to Section 4 Part A, Page No.- 44 of RFP}

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
58	Section - 5 Part A	5 (Part A)	3				54	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 in Indian Telecom network.	The indemnity claimed is too broad and hence bidder suggest as under: Bidder shall indemnify and hold harmless BSNL against any third party claim that any of the bidder deliverables created or material otherwise provided by bidder hereunder infringes a copyright patent of a third party. BSNL shall promptly notify bidder of any third party claim and bidder shall at its option conduct the defence in any such third party action arising as described herein at bidder's sole expense and bidder shall cooperate with such defence. Bidder indemnification shall not extend to any such liability which arises as a result (a) use of bidder deliverables or services in a manner inconsistent with instructions or documentation provided by bidder; (b) combination of bidder deliverables or services with software or other programs not provided by bidder.	As per Tender.
59	Section - 5 Part A	5 (Part A)	10	10.2			58If 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.	The condition that purchaser reserves the right to remedied the defects at the risk and cost of the defaulting bidder actually puts the bidder in UNLIMITED/UNCAPPED RISK which is unreasonable, more due to the fact that there are multiple penalties already applicable. Hence, this paragraph may be deleted.	As per Tender.
60	Section - 5 Part A	5 (Part A)	15				59	DELAYS IN THE SUPPLIER'S PERFORMANCE	The condition "The cancellation/short closing of 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" puts the vendor in UNLIMITED/UNCAPPED RISK which is unreasonable, more due to the fact that there are multiple penalties already applicable (refer clause 15.2 reproduced in next column). Hence, this paragraph may be deleted. Justification: 15.1 Delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to any or all of the following sanctions: (a) forfeiture of its performance security,(b) imposition of liquidated damages and/or (c) Short closure of the contract in part of full and/or termination of the contract for default. These provisions are severe enough. All risk and expense provision appearing in different provisions of the RFP should be deleted considering the above rationale.	As per Tender.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
61	Section - 5 Part A	5 (Part A)	17	17.7			62	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	The price fixation is unreasonable and it should be determined by both the parties mutually. Kindly consider	As per Tender.
62	Section - 5 Part A	5 (Part A)	20				66	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	Please revise the provision as under: 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 BSNL or any other person(s) contracting through 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 only.	As per Tender.
63	Section - 5 Part A	5 (Part A)	23				67	Fall Clause	Since price quoted by individual bidders for such huge projects are dependent on many variables, we presume this clause is intended for small scale annual rate contract and not applicable for this turnkey tender. You are requested to please delete this clause as the terms and conditions, project management criteria shall be different from the other contract, the reduction in rate as per this clause referring to any other contract shall not be appropriate and logical.	As per Tender.
64	Section - 5 Part B	5 (Part B)	6				73	Warranty	The warranty for equipment must be governed in accordance with the terms set out by the OEM and must survive for such period as being decided by the OEM for an equipment. And any cost for replacement services must be omitted from the RFP as it would amount to financial implications upon the bidder when appropriate remedy in the form of penalty/liquidated damages are available to BSNL in the RFP.	As per Tender.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
65	Section - 5 Part B	5 (Part B)	7	(xiii)			75	Technical Audit of system performance: Purchaser reserves the right to carry out technical audit of equipment through any designated agency from time to time & bidder shall take necessary corrective measures to conform to the performance parameters stipulated in the tender document with in the period of performance guarantee.	Requests that BSNL must give a notice period of not less than thirty (30) days prior conduction audit once in a calendar year. The scope of audit should be limited to project-related documents including timesheets, expenses, status reports, project management documents. conducted during Bidder's business hours, without affecting Bidder's day to day operations. The auditors must execute all necessary documents that Bidder thinks suitable prior to the audit fulfilment.	As per Tender.
66	Section - 7	7 (Part A)	2				95	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.....	Please remove would be caused to from the provision as it didn't cause any damage or loss to BSNL and there is always a room for improvement.	As per Tender.
67	Section - 10		7	7.5			132	The aggregate liability of the Vendor to BSNL in respect of any breach of obligations under this Agreement shall not exceed the sum of Rs. 50,00,00,000 (Rupees Fifty Crores only) per breach, provided that such limitation shall not apply to claims arising pursuant to any other Clause where such limitation is expressly excluded.	<p>The amount of liability under the provision is exorbitant and is onerous in nature. Further there is no limitaiton of liability provision mentioned in in clause 19 of this Agreement and hence we suggest a liability cap for the bidder under the agreement as under:</p> <p>Bidder's aggregate liability arising out of or in connection with the contract, whether based on contract, tort, statutory warranty or otherwise, shall be limited to an aggregate of most recent 12 months of the charges collected by the bidder under the affected order. The Bidder shall not be liable for any special, indirect, incidental or consequential damages of any kind including but not limited to loss of use, data, profit, income, business, anticipated savings, reputation, and more generally, any loss of an economic or financial nature, whether these may be deemed as consequential or arising directly and naturally from the incident giving rise to the claim</p>	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
68	Section - 10		20				136	Termination	We request BSNL to provide minimum thirty (30) days defect cure notice period to the bidder to cure such breach and in the event of its inability to cure may terminate the affected portion of the service upon expiry of such notice of termination.	As per Tender.
69	Section - 13		20	2			148	The number of the arbitrators and the appointing authority will be as under:	The normal process for arbitration of any contract is that there are three arbitrators. One each appointed by Bidder and the purchaser and third arbitrator to be appointed together by both parties. We request to kindly modify the same accordingly.	As per Tender.
70	Section - 13		20	2			148	The number of the arbitrators and the appointing authority will be as under:	The normal process for arbitration of any contract is that there are three arbitrators. One each appointed by Bidder and the purchaser and third arbitrator to be appointed together by both parties. We request to kindly modify the same accordingly.	As per Tender.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
71	Section - 5 Part A	A	10	10.1	-	-	57This warranty shall survive inspection or payment for / and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) twelve months from the date of commissioning of the complete network in the B licensed service area.....	Bidders requests for amendment to the clause as follows:- "..... <i>This warranty shall be valid for the equipment for 12 months from date of delivery.</i>"	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
72	Section - 5 Part A	A	16	16.2	16.2.4	-	61	The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) of the basic value of the delayed supply i.e. liquidated damages shall be levied upto 20 weeks only as per provision at para. 16.2.1.	The overall LD shall be capped at 10% instead of 12% of the basic value of the delayed supply.	As per Tender.
73	Section - 1		4	4.3			6	Any bidder from a country which shares land border with India will be eligible to bid if the bidder is registered with the competent authority as specified in Annexure-I of O.M. No. 7/10/2021-PPD(1) Dated 23.02.2023 from Department of Expenditure, Ministry of Finance. The bidders shall submit an undertaking in this regard as per format provided under Section-6 Part C, of this tender document.	Need a clarification as Section 6 Part C mandates the bidder "certify that our Company is not from such a country which shares a land border with India" which counters the eligibility of bidder from a country which shares land border with India Secondly as per further latest notification vide OM No. dated 11.09.2023 issued by PDD/DOE it again reemphasizes & prohibits procurement from Land border countries	The clause is self explanatory.
74	Section - 1		1	1.1			2	On behalf of USOF, DoT, Digitally signed Tenders are invited by BSNL(Project Management agency-PMA) for following works for BharatNet Project, through the e-Tendering Process	Need a clarification inorder to understand the scope of the tender whether this procurement of OLTs for phase 1 and phase 2 network or upcoming BharatNet project.	The procurement is for GPs, already covered in Ph I & Ph II, as well as upcoming Bharatnet.
75	Section - 1		1	1.1			2	On behalf of USOF, DoT, Digitally signed Tenders are invited by BSNL(Project Management agency-PMA) for following works for BharatNet Project, through the e-Tendering Process	Please share the break-up of 50000 OLTs Circle-wise/Statewise.	This will be provided at the time of Work/ Purchase order, depending upon the requirement.
76	Section - 5 Part A	A	20				66	Any sum of money due and payable to the Contractor (including security deposit refundable to him) under this contract may be appropriated by BSNL or any other person(s) contracting through BSNL and set off the same against any claim of BSNL 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 Contractor with BSNL or such other person(s) contracting through BSNL.	Request to revise the provision as under: Any sum of money due and payable to the vendor (including security deposit refundable to him) under this contract may be appropriated by the BSNL or any other person(s) contracting through BSNL and set off the same against any claim of the BSNL or such other person or person(s) for payment of a sum of money arising out of this contract only.	As per Tender.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
77	Suggestion / Recommendation/ General Query						0	General Query -Mobilization Advance	Request to provide mobilization advance @20% of PO Value for better execution of the project.	As per Tender.
78	Suggestion / Recommendation/ General Query						0	General Query -Payments	Request to please release the payment within 15 (Fifteen) days of the receipt of each invoice as per RFP milestones:	As per Tender.
79	Section - 5 Part B	B	11				77	PAYMENT TERMS:	1- 20% of the total capex value as interest free mobilization advance A- Material Payments 1- 60% of the material amount on delivery of material 2- 15% after installation & successful commissioning. 3- 5% of the material amount after warranty period of 1 Year. Bidder can claim this amount against submission of equivalent amount PBG.	As per Tender.
80	Section - 5 Part B	B	11				77	PAYMENT TERMS:	B- Services Payments: 1- 95% of I&C cost: After Installation & Commissioning of the equipment 2- 5% of the amount after warranty period of 1 Year. Request to provide that Bidder can claim this amount against submission of equivalent amount PBG.	As per Tender.
81	Suggestion / Recommendation/ General Query						0	General Query-Advance	Request to please release O&M payment in advance for every quarter and SLA/ penalty if any that can be adjusted from next quarter payment.	As per Tender.
82	Suggestion / Recommendation/ General Query						0	General Query - Applicability and responsibility of Building and Other Construction workers (BOCW) cess in this RFP.	Please clarify the applicability, responsibility and liability for payment of BOCW cess on construction activities: We understand that if it is applicable then it will be on purchaser account. Please confirm	The S.O.P. for operational matters shall be finalized after award of Work. However, it is all inclusive tender and therefore bidder shall account for all such costs in the quote.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
83	Suggestion / Recommendation/ General Query						0	General Query: - Release of payment against Bank Guarantees	Request to consider and incorporate the below clause: Bidder can claim any hold amount against submission of equivalent amount bank Guarantees for smooth execution and cash flow for the project.	As per Tender.
84	Section - 5 Part A	B	15				59	Delays in the Supplier's Performance	Considering the project timelines, complexity of the work for smooth execution, request to kindly provide exemption in providing the addition BG for extension of time.	As per Tender.
85	Section - 3 Part B		9.1. Mechanical standards:	I			18	I. OLT should be 19" rack 1 U mountable pizza box fully compliant with ITU GPON standards.	As per clause OLT has to be mounted in 19" Rack but there is no specification of Racks given in RFP request the competent authority to add min specs of good quality racks so OLT can be kept is safe and desired Rack for uninterrupted performance.	The clause is self explanatory.
86	Section - 3 Part B		9.1. Mechanical standards:	I			18	I. OLT should be 19" rack 1 U mountable pizza box fully compliant with ITU GPON standards.	Suggested Min Specs: 1. Robust steel sheet construction made from 1.25 mm or 1.5 mm steel sheet, folded, and welded from a single piece, with protection channel around the door opening, rear panel with countersunk holes for wall mounting brackets. Enclosure base fitted with cable Gland. 2. Front door and rear single door in double walled construction with door stays, Metal Spring Loaded swing lever handle and profile half-cylinder, lock. 3. Gasketing: all-round foamed-in PU (Poly Urethane) seal Gasket. 4. Painting: Nano Ceramic Coated, Zinc rich primer coated, and powder coated with RAL 7035 Matt super durable with painting thickness of 80 to 120 microns minimum. 5. Certifications, Environmental and Safety Requirements Enclosure should confirm to, to EN 62208 standards DIN 41491, DIN 41494, and IEC 297. and certified for UL508, UL50, CSA22.2, Bureau Veritas, DNV-GL, Lloyds Register of Shipping, RRR 6. Enclosure OEM should be ISO 9001, 14001,45001 7. IP protection category to IEC60529: IP 55 8. Protection category NEMA: NEMA 4 9. IK Code: IK08 10. The housing should be equipped with cooling Axial fan Self-starting: shaded pole motor operating at 230V AC Controlled via thermostat, Air throughput, unimpeded air flow: to be decided based on therm software calculations Noise level: Max 65 dB	The clause is self explanatory.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
87	Section - 3 Part B	PART B	1	1.3			13	GPON equipment should comply "Trusted Source". The OLTs shall be approved from trusted source, before delivery. In case, the make/ model is not approved from trusted source then, the bidder shall provide all documents/ information to BSNL for application on trusted portal in their technical bid.	If the OLT is submitted for approval on the trusted portal but remains unapproved before the scheduled delivery, what is the prescribed procedure to pursue approval prior to the delivery?	Please refer to clarification at S. No. 1
88	Section - 3 Part B	PART B	B	2	7		19	Bidder has to have open interface architecture so that if required it can be integrated in future and vendor shall render full support at that stage to facilitate such integration.	Please provide clarification on the concept of "open interface architecture" as mentioned in the requirement. What are the specific characteristics and functionalities associated with it, particularly how it enables integration in the future. Additionally, please elaborate on the type of support the vendor is expected to provide during the integration stage?	As per Tender.
89	Section - 1		4	4.1	2		4	The Bidder should have a minimum average annual turnover of Rs. 175 Crores for the three (3) audited financial years (2020-21, 2021-22, 2022-23 or 2021-22, 2022- 23, 2023-24).	The annual turnover of Rs 175 crores may please be considered from for three audited financial years out of last five years 2018-19, 2020-21, 2021-22, 2022- 23, 2023-24	As per Tender.
90	Section - 1		4	4.1	3		5	The Bidder or their OEM, should have executed similar kind of project (supply and/or Installation & Commissioning) for 5,000 OLTs of 4 or more ports, in the last ten years, as on the bid opening date. The projects executed individually by bidder or their OEMs can be added to meet the requirement of this clause.	The clause may please amended as below "The Bidder or their OEM, should have executed similar kind of project (supply and/or Installation & Commissioning) for 1,000 OLTs of 4 or more ports, in the last ten years, as on the bid opening date. The projects executed individually by bidder or their OEMs can be added to meet the requirement of this clause. Secondly the MSE with class I/II manufacturing must be exempted from prior experience. Thirdly the experience of supply to UL ISP B & C category license holder may also be allowed . Thirdly, if end customer is a Telecom Operator and has been using the devices for more than three years, and is currently using the supplied OLT devices, and if the bidder or OEM submits confirmed PO and contract documents to substantiate supply and installation having been more than three years, then that should be accepted as installed base for thsi clause, even in the absence of AT cert or Experience Cert.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
91	Section - 1		1	1.2			2	Element Management System (EMS) in 1+1 redundant mode with 1-year on site OEM Warranty - 2 (at Main and DR Site)	We assume that BSNL will provide secure connectivity between DC and DR along with required bandwidth. Kindly Confirm - Yes/No.	Yes
92	Section - 1		1	1.2			2	Element Management System (EMS) in 1+1 redundant mode with 1-year on site OEM Warranty - 2 (at Main and DR Site)	We assume that quantity of EMS asked two (2 Nos) is - 1 at DC location and 1 at DR location in 1+0 configuration. Kindly confirm - Yes/No.	Yes

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
93	Section - 1		1	1.1 1.2			2	1.1 GPON 4-Port Optical Line Termination Equipment (OLT) with MTCTE certified GPON Equipment with 1-year OEM Warranty. - 50,000 Nos. 1.2 Element Management System (EMS) in 1+1 redundant mode with 1-year on site OEM Warranty - 02 Nos.	We assume that Purchaser will provide reduced connectivity along with desired bandwidth between OLT and NOC/EMS location for remote management of OLT through EMS. Kindly confirm.	Yes
94	Section - 1		1	1.2			2	The instructions regarding supply of 'Trusted products' as mandated by DoT vide File no- 20-271/2010 AS-I (Vol-III) dated 10.3.2021, along with its amendments, issued from time to time, shall have to be complied for 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 extant Government of India guideline, before supplying the same.	As Trusted source from the National Security Council Secretariat (NSCS) is applicable mostly for the OEMs only, we request to amend the clause as follows - The bidder or its OEM partner shall have approval as a Trusted source from the National Security Council Secretariat (NSCS) as per extant Government of India guideline. Supply of network elements against this tender shall be done after approval as trusted product from National Security Council Secretariat (NSCS), as per extant Government of India guideline.	As per Tender.
95	Section - 1		1	1.2			2	The instructions regarding supply of 'Trusted products' as mandated by DoT vide File no- 20-271/2010 AS-I (Vol-III) dated 10.3.2021, along with its amendments, issued from time to time, shall have to be complied for 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 extant Government of India guideline, before supplying the same.	The Bidder / OEM can only have approval from Trusted Source from the National Security Council Secretariat (NSCS) as per extant Government of India guideline if it is being initiated through TSP. We request BSNL that BSNL shall initiate this application as and when required and instruct respective Bidder / OEM to seek approval. Kindly confirm.	BSNL will initiate the process, for the successful bidders, based on data provided by them. Also, please refer to Amendment # 13.
96	Section - 1		1	1.3			2	The mandatory testing and certification of telecom equipment (MTCTE) provides that every telecom equipment must undergo mandatory testing and certification prior to sale, import for use in India. The equipment should meet above guidelines before supplies are made.	We understand that all proposed telecom equipment OEMs need to submit either MTCTE registration certificate or undertaking to get the MTCTE registration certificate before supply. Please confirm.	The clause is self explanatory.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
97	Section - 1		4	4.1	1		4	<p>Eligibility Criteria: The Bidder shall be a Company registered & incorporated in India under the Companies Act, 1956 or 2013 and should have at least 3 years of operations in India on the date of bid submission. The bidder can be an OEM (Original Equipment Manufacturer) of the offered equipment or an SI (System Integrator) duly authorized by OEM through MAF (Manufacturer Authorization Form) from the OEM or can bid in consortium agreement with OEM.</p> <p>Documents required: (i) Copy of Certificate of Incorporation, Memorandum of Association and Article of Association (ii) PAN card. (iii) GST Registration (iv) MAF, if applicable (Proforma attached as Section-VII Part-E) (v) Consortium agreement [format of agreement as per Section 7(H)] , if applicable.</p>	<p>We understand that in case a System Integrator (Bidder) do not have requisite supply experience, then that SI is required to submit MAF along with documents in evidence of meeting requisite supply/I&C experience from OEM of GPON OLT.</p> <p>Signing a consortium Agreement with OEM of GPON OLT in such case is not mandatory.</p> <p>Please confirm - Yes/No</p>	The bidder (or the consortium) shall meet the eligibility criteria

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98	Section - 1		4	4.1	1		4	<p>Eligibility Criteria: The Bidder shall be a Company registered & incorporated in India under the Companies Act, 1956 or 2013 and should have at least 3 years of operations in India on the date of bid submission. The bidder can be an OEM (Original Equipment Manufacturer) of the offered equipment or an SI (System Integrator) duly authorized by OEM through MAF (Manufacturer Authorization Form) from the OEM or can bid in consortium agreement with OEM.</p> <p>Documents required: (i) Copy of Certificate of Incorporation, Memorandum of Association and Article of Association (ii) PAN card. (iii) GST Registration (iv) MAF, if applicable (Proforma attached as Section-VII Part-E) (v) Consortium agreement [format of agreement as per Section 7(H)] , if applicable.</p>	<p>As per our understanding - In case the OEM is participating as a Lead Bidder / Consortium partner, in such case whether that OEM is allowed to issue MAF to other SI/Bidders or not.</p> <p>Please confirm - Yes/No</p>	Yes

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
99	Section - 1		4	4.1	3		4	<p>Eligibility Criteria: The Bidder or their OEM, should have executed similar kind of project (supply and/or Installation & Commissioning) for 5,000 OLTs of 4 or more ports, in the last ten years, as on the bid opening date. The projects executed individually by bidder or their OEMs can be added to meet the requirement of this clause.....</p> <p>.....Since the bidder is allowed to quote up to three make/models for OLT (meeting requirement of TSEC under S. No. 4 of table under 4.1), if bidder claims preference as Class-I Local bid, then they should offer products of makes/models meeting their claim of Class-I Local bid.</p> <p>Documents required: Experience/ Work Completion Certificate issued & signed by the PO issuing authority or an authority authorized by the PO issuing authority of the client entity (only central government departments/ State Government departments/ PSUs/ Telecom Service Providers/IP-1 licensee/ Category-A ISPs) (Self- Certification by the bidder, alone shall not be accepted) along with the supporting documents such as Work order/ Purchase order OR Contract</p>	<p>In case a SI / Bidder who does not meet the requisite supply/I&C criteria by himself, and is offering three different makes of OLT in its Bid, then we understand that the SI/Bidder could meet the Supply/I&C criteria cumulatively by submitting these Eligibility document from all the three OEMs</p> <p>Please confirm - Yes/No</p>	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
100	Section - 1		4	4.1	3		4	<p>Eligibility Criteria: The Bidder or their OEM, should have executed similar kind of project (supply and/or Installation & Commissioning) for 5,000 OLTs of 4 or more ports, in the last ten years, as on the bid opening date. The projects executed individually by bidder or their OEMs can be added to meet the requirement of this clause.....</p> <p>.....Since the bidder is allowed to quote up to three make/models for OLT (meeting requirement of TSEC under S. No. 4 of table under 4.1), if bidder claims preference as Class-I Local bid, then they should offer products of makes/models meeting their claim of Class-I Local bid.</p> <p>Documents required: Experience/ Work Completion Certificate issued & signed by the PO issuing authority or an authority authorized by the PO issuing authority of the client entity (only central government departments/ State Government departments/ PSUs/ Telecom Service Providers/IP-1 licensee/ Category-A ISPs) (Self- Certification by the bidder, alone shall not be accepted) along with the supporting documents such as Work order/ Purchase order OR Contract</p>	<p>To allow more participation in the bid, we request you to amend the eligibility criteria as below:- The Bidder, should have executed similar kind of project (supply and/or Installation & Commissioning) for 5,000 OLTs and ONTs cumulatively with minimum 5% of the desired experience having OLTs (of 8 or more ports) in the last ten years, as on the bid opening date...</p>	<p>Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.</p>

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101	Section - 1		4	4.1	3		4	<p>Eligibility Criteria: The Bidder or their OEM, should have executed similar kind of project (supply and/or Installation & Commissioning) for 5,000 OLTs of 4 or more ports, in the last ten years, as on the bid opening date. The projects executed individually by bidder or their OEMs can be added to meet the requirement of this clause.....</p> <p>.....Since the bidder is allowed to quote up to three make/models for OLT (meeting requirement of TSEC under S. No. 4 of table under 4.1), if bidder claims preference as Class-I Local bid, then they should offer products of makes/models meeting their claim of Class-I Local bid.</p> <p>Documents required: Experience/ Work Completion Certificate issued & signed by the PO issuing authority or an authority authorized by the PO issuing authority of the client entity (only central government departments/ State Government departments/ PSUs/ Telecom Service Providers/IP-1 licensee/ Category-A ISPs) (Self- Certification by the bidder, alone shall not be accepted) along with the supporting documents such as Work order/ Purchase order OR Contract</p>	<p>To allow more participation in the bid, we request you to amend the eligibility criteria as below:- The Bidder, should have executed similar kind of project (supply and/or Installation & Commissioning) for 5,000 OLTs, ONTs and IP MPLS Routers cumulatively with minimum 5% of the desired experience having OLTs (of 8 or more ports) and 50% of the desired experience having IPMPLS routers in the last ten years, as on the bid opening date...</p>	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
102	Section - 1		4	4.1	3		4	<p>Eligibility Criteria: The Bidder or their OEM, should have executed similar kind of project (supply and/or Installation & Commissioning) for 5,000 OLTs of 4 or more ports, in the last ten years, as on the bid opening date. The projects executed individually by bidder or their OEMs can be added to meet the requirement of this clause.....</p> <p>.....Since the bidder is allowed to quote up to three make/models for OLT (meeting requirement of TSEC under S. No. 4 of table under 4.1), if bidder claims preference as Class-I Local bid, then they should offer products of makes/models meeting their claim of Class-I Local bid.</p> <p>Documents required: Experience/ Work Completion Certificate issued & signed by the PO issuing authority or an authority authorized by the PO issuing authority of the client entity (only central government departments/ State Government departments/ PSUs/ Telecom Service Providers/IP-1 licensee/ Category-A ISPs) (Self- Certification by the bidder, alone shall not be accepted) along with the supporting documents such as Work order/ Purchase order OR Contract</p>	<p>We understand that since the Bidder is allowed to quote three make/models of OLTs, the bidder would also be allowed to supply OLTs from any or all of the quoted OEMs</p> <p>Please confirm - Yes/No.</p>	<p>Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.</p>

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
103	Section - 1		4	4.1	3		4	<p>Eligibility Criteria: The Bidder or their OEM, should have executed similar kind of project (supply and/or Installation & Commissioning) for 5,000 OLTs of 4 or more ports, in the last ten years, as on the bid opening date. The projects executed individually by bidder or their OEMs can be added to meet the requirement of this clause.....</p> <p>.....Since the bidder is allowed to quote up to three make/models for OLT (meeting requirement of TSEC under S. No. 4 of table under 4.1), if bidder claims preference as Class-I Local bid, then they should offer products of makes/models meeting their claim of Class-I Local bid.</p> <p>Documents required: Experience/ Work Completion Certificate issued & signed by the PO issuing authority or an authority authorized by the PO issuing authority of the client entity (only central government departments/ State Government departments/ PSUs/ Telecom Service Providers/IP-1 licensee/ Category-A ISPs) (Self- Certification by the bidder, alone shall not be accepted) along with the supporting documents such as Work order/ Purchase order OR Contract</p>	<p>We understand that since the Bidder is allowed to quote three make/models of OLTs, the bidder would also be allowed to supply OLTs from any or all of the quoted OEMs. In this case, we understand that the EMS is also to be supplied from any of the quoted OEM.</p> <p>Please confirm - Yes/No.</p>	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
104	Section - 1		4	4.1	5		5	<p>The Bidder or their OEMs should not be blacklisted/ debarred with Ministry of Communication or BSNL or debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No. F.1/20/2018-PPD by Department of Expenditure (DoE), MoF dated on 2nd Nov. 2021; as on Bid submission date.</p>	<p>As most of the companies that would be participating in this tender are major System Integrators executing IT/ITeS/Telecom/Security/Surveillance projects, we understand if a company that has been black listed in executing above mentioned projects will also be considered black listed or debarred from participating in this tender.</p> <p>Please confirm - Yes/No</p>	The clause is self explanatory.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
105	Section - 1		4	4.1	7		6	<p>Eligibility Criteria: Non Local Bids along with Class-I/ Class-II Local bids shall be eligible to participate in tender. However, Preference will be given to bidder with Local content (LC) of bid under Class-I Local (50% or above) as per DPIIT guidelines dtd 16.09.2020 to be read along with clarification dated 04.03.2021 on LC calculations or any subsequent clarifications issued by DPIIT.</p>	<p>As non-local suppliers are allowed to participate in the tender, we understand that the Bid from non-local supplier would be evaluated irrespective of the other Bids are from Class-I Local & Class-II Local Suppliers. However, preference will be given to Class-I Local supplier in award of work as per Para 3(A) (b) of DPIIT guidelines with applicable margin of purchase preference defined below.</p> <p>Margin of Purchase Preference: The margin of purchase preference shall be 20%. Further, the preference to 'Class-I local supplier' shall be subject to meeting technical specifications and matching L1 package price.</p> <p>Please confirm if our understanding is correct.</p>	The clause is self explanatory.
106	Section - 1		9				7	EMD/ Bid Security	<p>Currently, all banks have implemented e-BG & Beneficiary (BSNL in this case) should have registered themselves at NESL portal. We are hopeful that BSNL might have themselves registered on NESL website.</p> <p>Please provide following details and confirm the acceptance of the e-BG against EMD, PBG and APBG - Beneficiary's Legal Constitution: _____ Beneficiary's Date of Incorporation: _____ Beneficiary's Representative name: _____ Beneficiary's Contact No: _____ Beneficiary's email id: _____ Beneficiary PAN or UIN No. : _____</p>	eBG is not yet implemented in BSNL. If it is implemented before the last date of bid submission, the details shall be published on the portal.
107	Section - 2		7				11	Before placement of Purchase Order/Work order on the bidder, the documents submitted by the bidder against eligibility criteria (Clause – 4, Section-1) will be verified by BSNL. For this purpose, the bidders shall be required to produce original documents for verification. The PO/work order will be placed on the vendor only after successful verification of the aforementioned documents, apart from fulfilment of other conditions of APO/AWO.	<p>In case the bidder has submitted bid with foreign based OEM & eligibility certificates has been issued from Global Customers of OEM then it is not practically possible for bidder to arrange such certificates in Original. We request to kindly consider that in such case, self certified certificates duly certified by Bidder and OEM shall be acceptable to BSNL.</p> <p>Please accept & confirm.</p>	As per Tender.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
108	Section - 3 Part A	A	3				12	The AMC of the equipment shall be for 7 years post warranty. However, AMC shall initially be ordered for 5 (five) years. BSNL shall have the right to extend or not to extend the AMC for further 2 years beyond initial 5 years.	As AMC shall initially be ordered for 5 (five) years only, Bidder should be asked to quote AMC Price for 5 years only and evaluation of the Price Bid should be done accordingly. Please confirm and make the changes accordingly.	As per Tender.
109	Section - 3 Part A	A	6				12	Bidder shall Supply, Install & Commission Optical Line Termination Equipment (OLTs) as per consignee detail. The detailed list of the consignees along with GPs for I&C shall be provided at the time of issue of the P.O.	Please share tentative consignee locations to estimate the logistic cost of the offered products/solution. Exact consignee details can be provided at the time of issue of P.O.	The clause is self explanatory.
110	Section - 4 Part A	A	10	10.5			27	A signed undertaking from Authorized Signatory of the bidder that shall certify that all components/ parts/ assembly/ software used in all the equipment supplied under this tender shall be original and new components/ parts/ assembly/ software and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used.	Such undertaking shall be duly signed and issued by OEM also to have more impactful / meaningful purpose. Please confirm - Yes / No.	The clause is self explanatory.
111	Section - 4 Part B	B	4				49	Multiple POs can be placed by BSNL within two years period from date of acceptance of APO at same rates, terms & conditions as in accepted APO.	We understand that minimum order quantity for each of multiple PO would be min. 10,000 OLTs. Please confirm - Yes / No.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
112	Section - 4 Part B	B	4				49	Multiple POs can be placed by BSNL within two years period from date of acceptance of APO at same rates, terms & conditions as in accepted APO.	Please provide the minimum order quantity for each of multiple PO.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
113	Section - 4 Part B	B	7				49	A Lead bidder of a consortium bid cannot participate in another bid for this tender, neither as a standalone bidder nor as a consortium partner.	The condition should be vice versa for consortium partner also i.e. consortium partner of a consortium bid cannot participate in another bid for this tender, neither as a standalone bidder nor as a consortium partner. Please confirm.	The clause is self explanatory.
114	Section - 4 Part B	B	7				49	A Lead bidder of a consortium bid cannot participate in another bid for this tender, neither as a standalone bidder nor as a consortium partner.	We understand that this condition will also be applicable with OEM with whom the consortium is being formed to prevent OEM from participating in multiple bids as a consortium partner. Please confirm - Yes/No.	The clause is self explanatory.

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115	Section - 5 Part B	B	2	2(i)			71	SPARES (i) Bidder to whom work is awarded, shall ensure the availability of spares for entire period of contract. As an advisory vendor shall stock adequate spares at its own premises in each BA headquarter / district location during the contract period, to meet the SLAs and avoid penalty.	Please provide the minimum quantity of % of spare to be maintained by the bidder for entire contract period.	The clause is self explanatory.
116	Section - 5 Part B	B	11				77	Payment Terms	For smooth execution of the project and to maintain healthy cash flow, we request that Mobilization advance of 10% value of APO on submission of ABG of 110% of the advance value should be permitted in this RFP.	As per Tender.
117	Section - 5 Part B	B	10	10.2	10.2 (iii)		77	EMS shall be supplied with the first Purchase Order.	As there will be multiple POs issued for supply of OLTs, the Licenses desired for these EMS will also be varying as per the multiple PO quantity issued to the bidder. We understand that the bidder will be given option to supply licences for EMS only for the quantities for which OLTs are being supplied. Please confirm - Yes/No	The EMS need to connect all supplied OLTs
118	Section - 5 Part B	B	10	10.2	10.2 (iii)		77	EMS shall be supplied with the first Purchase Order.	Please quantify the number of licenses to be considered against this requirement.	The EMS need to connect all supplied OLTs
119	Suggestion / Recommendation/ General Query						0	General	To allow more participation in the bid, we request for the following eligibility condition to be added in the RFP in line to the BharatNet Ph III RFP floated by BSNL - If any project has been executed in the consortium, the lead bidder and the consortium partners can use the same project experience for qualification individually, if not participating as the same consortium partner. If they are participating as the consortium partners, then the experience shall be considered only once.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
120	Suggestion / Recommendation/ General Query						0	General	To allow more participation in the bid, we request for the following eligibility condition to be added in the RFP in line to the BharatNet Ph III RFP floated by BSNL - If any project has been executed in the consortium, the lead bidder and the consortium partners can use the same project experience for qualification individually, if not participating as the same consortium partner. If they are participating as the consortium partners, then the experience shall be considered only once.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
121	Section - 1		1	1.2			2	The instructions regarding supply of 'Trusted products' as mandated by DoT vide File no 20-271/2010 AS-I (Vol-III) dated 10.3.2021, along with its amendments, issued from time to time, shall have to be complied for 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 extant Government of India guideline, before supplying the same	As per requirement, bidder has to apply for the Trusted product certification of the proposed OLT, however NSDTS approval process will only start after BSNL submit application to NSCS defining the supplier and model to be procured and subsequently vendor will provide the product details. Request confirmation that BSNL will support and initiate application to NSCS sufficient time in advance.	Please refer to clarification at S. No. 95
122	Section - 1		4	4.1	3		4	The Bidder or their OEM, should have executed similar kind of project (supply and/or Installation & Commissioning) for 5,000 OLTs of 4 or more ports, in the last ten years, as on the bid opening date	Deployment of 50,000 OLTs in two years is quite a sizeable project and would require experienced Bidder/OEMs who has dealt with project of such magnitude to be able to deploy this project successfully. However due to the 10 years long period mentioned in the clause for considering the experience count of 5000 OLTs, it may include non serious players who may have done this kind of work long back but not undertaken OLT projects in recent years. Also most of the BSNL other tender have timelines of three to five years for such experience. Accordingly in order to have credible players who are doing such projects even in recent times, we suggest that eligibility should be amended as below <i>The Bidder or their OEM, should have executed similar kind of project (supply and/or Installation & Commissioning) for 5,000 OLTs of 4 or more ports, in the last Five years, as on the bid opening date.</i>	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
123	Section - 1		4	4.1	3		4	The Bidder or their OEM, should have executed similar kind of project (supply and/or Installation & Commissioning) for 5,000 OLTs of 4 or more ports, in the last ten years, as on the bid opening date	Since the bidder is allowed to quote up to three make/models for OLT, it is suggested that eligibility conditions should be met thru each of the OEMs individually.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
124	Section - 1		4	4.1	3		4	Experience/ Work Completion Certificate issued & signed by the PO issuing authority or an authority authorized by the PO issuing authority of the client entity (only central government departments/ State Government departments/ PSUs/ Telecom Service Providers/ IP-1 licensee/ Category-A ISPs)	We understand that the Experience/ Work Completion Certificate from Global PSU/CSP/ISP will also be considered. Please confirm	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
125	Section - 1		4	4.1	6		5	The quoted or previous version of the quoted GPON OLT should have been successfully deployed and working in any TSP or ISP network.	Our understanding is end user(s) certificate for the satisfactory working/ performance of the deployed GPON OLT from any Global operator is also acceptable please clarify.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
126	Section - 1		4	4.1	3		5	Since the bidder is allowed to quote up to three make/models for OLT (meeting requirement of TSEC under S. No. 4 of table under 4.1), if bidder claims preference as Class-I Local bid, then they should offer products of makes/models meeting their claim of Class-I Local bid.	We understand that any bidder claiming preference as class-1 Local Bid, has to ensure that all the make / models of OLT products offered in their bid individually meet the Class -1 local bid requirement.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
127	Section - 1		4	4.1	4		5	Quoted model of GPON OLT should have got Type Approval Certificate (TAC) from Telecom Engineering Centre (TEC), New Delhi or Technical Specification Evaluation Certificate (TSEC) from Quality Assurance Circle, BSNL, Bengaluru, against the technical specifications mentioned in Section-3 Part B of this document or bidder (or its OEM) should have applied for TAC/ TSEC before the date of bid submission	a) For foreign OEMs, who have widely deployed the OLTs in TSP/ISP of India, it is requested that OEM self certification may kindly be considered in lieu of Form-B/ QF-103 b) Since tender has already asked for MTCTE certified GPON equipment and GPON equipment should comply "Trusted Source", we request TAC requirement can be dropped for wider participation	The clause is self explanatory.
128	Section - 1		4	4.1	6		5	The quoted or previous version of the quoted GPON OLT should have been successfully deployed and working in any TSP or ISP network.	We understand that by previous version, it is meant that any other GPON OLT of same make should have been successfully deployed and working in any TSP or ISP network. Please confirm	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
129	Section - 1		4	4.1			5	The bidder shall meet the following eligibility criteria	Inorder for BSNL to have visibility on the type of agreement between the OEM and the Bidder, there is a prevalent practice of Teaming agreement OR Consortium as the case may be as per below If bidder meets the financial eligibility on its own but OEM brings the OLT experience, then bids can be submitted by bidder through Teaming Agreement between bidder and OEM (Format of such TA is already available in other tenders of BSNL) OR If bidder does not meet the financial capability by themselves, then the bidder has to enter into consortium with the partner which is bringing in the financial eligibility and OEM which brings the experience. We request above to be considered for this tender as well.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
130	Section - 1		4	4.2			6	The bidder may quote up to three models for OLT (meeting requirement under S. No. 4 of above table), along with their respective quantity for the tender.	We believe allowing upto three models for OLT may prove to be counter productive from BSNL's perspective. It should be limited to one OEM. However, if BSNL feels that one bidder may not be in a position to supply such large quantity of OLT, then in that case, BNNL may consider to split the award to two bidders as L-1 and L-2 and in such case each of the bidder must quote only one OEM and similarly each OEM can be allowed to bid only thru one Bidder.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
131	Section - 1		4	4.3			6	Any bidder from a country which shares land border with India will be eligible to bid if the bidder is registered with the competent authority as specified in Annexure-I of O.M. No. 7/10/2021-PPD(1) Dated 23.02.2023 from Department of Expenditure, Ministry of Finance. The bidders shall submit an undertaking	In addition, we also understand that any OEM from a country which shares land border with India will be eligible to bid if the OEM is registered with the competent authority as specified in Annexure-I of O.M. No. 7/10/2021-PPD(1) Dated 23.02.2023 from Department of Expenditure, Ministry of Finance. Please confirm.	The clause is self explanatory.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
132	Section - 1		10				8	Last date for receipt of queries from bidders.	Last date for submission of queries is 7th March , considering tender size and requirements requesting BSNL to allow bidders to submit first cut of queries on 7th March and allow bidders to submit any further queries till atleast one more week i.e. 14th March. Once BSNL issues clarifications to these queries, Bidders should be allowed a window of 2 weeks for bidders to go thru the clarifications and seek queries if any emanating from the clarifications.	Decision of BSNL will be communicated appropriately.
133	Section - 1		18				9	The format of the queries shall be raised as below (to be submitted in MS-Excel sheets only)	We also request that BSNL while issuing the clarifications in PDF, if a copy of excel is also shared it will be easy for the bidders to contemplate	The response will be shared as per standard practice.
134	Section - 3 Part A	A	4				12	The successful bidder shall ensure integration requirement of the OLTs with the existing (Phase-I & II)/ upcoming BharatNet network.	Requesting BSNL to provide details of the existing elements available in Ph-I and II with along with their functionalities supported protocols for integration and other integration details like if its NBI then used protocol and other supported futuristic protocols , API details etc. this will help bidder to understand existing ecosystem along with exact integration requirement and offer latest futuristic product	EMS can be connected with central NOC through API
135	Section - 3 Part A	A	8				12	The OLTs through EMS will be integrated with the Central BharatNet NOC/ NMS.	Requesting BSNL to provide details of Central Bharat Net NOC/ NMS for EMS integration (details like elements with which EMS needs to be integrated along with its integration points, protocols , other supported protocols, functionality along with API's if implemented any other info related to integration.	It will be as per standard industry practices.
136	Section -3 Part A	A	9				12	The bidder shall provide necessary technical support as & when required for integration with BSNL/ BharatNet network.	Our understanding is expectation from OEM to configure EMS and provide API details for integration with OSS/NMS system with required configuration on offered elements(EMS/OLT) configuration/adaptions on other than offered elements (i.e. existing elements for integration) will be BSNL/s responsibility (e.g. for any NBI integration with NMS/OSS bidder to provide API details and API adaption/configuration in OSS/NMS will be done by BSNL)	The Bidder has to ensure the NMS integration .

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
137	Section -3 Part A	A	11				12	The bidder shall include any other hardware/ software item required for installation & commissioning of the supplied material.	With this clause Understanding is to provide H/W(Compute/Server) required for EMS and OLT along with uplink and PON SFP' s .All installation materials like Patchords, Power cables, DCDB, strctured cabling tray will be provided by BSNL.Please clarify. Also requesting BSNL to provide demarcation points for integration in Network for elements offering under this RFP (EMS &OLT)	The installtion and commissioning is in the scope of the bidder only .
138	Section - 3 Part A	A	1				12	The scope of work to be performed is "Supply, Installation & Commissioning of GPON 4 Port Optical Line Termination Equipment with MTCTE certified GPON Equipment (including EMS) with 1-year Warranty as per technical specification mentioned in Section 3 Part B – DTR (Detailed technical Requirements).	We understand that GPON OLT equipment must be MTCTE certified and the EMS should also be MTCTE certified. Please confirm.	There is no MTCTE for EMS application .
139	Section - 3 Part A	A	4				12	The successful bidder shall ensure integration requirement of the OLTs with the existing (Phase-I & II)/ upcoming BharatNet network.	Requesting BSNL to share integration details of existing network	Please refer to clarification at S. No.- 134
140	Section - 3 Part A	A	7				12	Acceptance Testing of all equipment will be carried out as per prescribed guidelines.	We request BSNL to kindly share the prescribed guidelines so that all the bidders are at same page.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
141	Section - 3 Part A	A	8				12	The OLTs through EMS will be integrated with the Central BharatNet NOC/ NMS.	We request BSNL to kindly share the details and interfaces of the Central BharatNet NOC/NMS so that efforts for the same can be correctly estimated by all bidders.	It will be as per standard industry practices.
142	Section -3 Part A	A	9				12	The bidder shall provide necessary technical support as & when required for integration with BSNL/ BharatNet network.	It is our sincere request to describe the technical support requirement against this clause.	The EMS is to be integrated with BharatNet NoC thru API
143	Section - 3 Part B	PART B	1	1.4			13	The GPON OLT shall provide aggregation & switching functionality between the core network and PON interfaces. It shall offer PON interfaces towards ONTs& service node interfaces (SNI) towards core network. OLT shall interface the core network at various Ethernet interfaces as required. The SNI at OLT is envisaged to provide various Gigabit Ethernet and 10G Ethernet interfaces.	In Section 3 Part B clause 2.5 , total 4 SNI interfaces asked (3x 1G (Optical) and 1 RJ45 port) where as in this clause SNI at OLT is envisaging for 10G interfaces requesting to BSNL to clarify on SNI port requirement	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.

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144	Section - 3 Part B	PART B	1	1.5			13	Transport of voice services shall be supported as Voice over Packet between ONT and OLT. The voice traffic shall be terminated at OLT across IP over Ethernet interfaces (with SIP signaling & ITU-T Rec.G.711 framing), thus creating a simple evolution path to an all IP network with soft-switches, as needed.	SIP (G.711) terminating on ONT's (FXS port with SIP client) or ONT Ethernet port (with IAD or SIP phone with Client terminal on it So understanding is here OLT to support ONT transparently to terminate SIP data/Packets.Kindly confirm.	The clause is self explanatory
145	Section - 3 Part B	PART B	2	2.1			13	The maximum differential logical reach shall be 20 KM as per GPON standards G984.x	Optical reach is depending upon link budget and impacted with various factors ;like Fiber losses, Splits, Fiber quality and not only distance so requesting BSNL to mentioned PON SFP type like B+ or C+ to be added as part of OLT BoQ. This will also help to have level playing field in offering amongst OEM's	The SFP type shall be able to take care of the specified range of 20 Km
146	Section - 3 Part B	PART B	2	2.4			13	Mini-OLT shall have minimum 4 PON ports or above	BSNL provided Min PON ports to be supported by OLT is 4 however there is no clarity on no of PON SFP's and Type of SFP's (B+ or C+) mentioned requesting BSNL to clarify no. of PON SFP's to be configure per OLT as part of BoQ along with its Type(B+ or C+)	Please refer to clarification at S. No.- 145
147	Section - 3 Part B	PART B	2	2.5			13	Mini-OLT shall have SNI interface 3x 1G (Optical) and 1 RJ45 port.	BSNL provided No of SNI interfaces to be supported by OLT and in Section 3 part B clause 3.4 also mentioned of different type of SNI 1G SNI SFP's to be supported by OLT however for BoQ/BoM per OLT which type of SFP(i.e. 1000Base SX, 1000Base LX, 1000Base ZX, along with its Qty. per OLT not provided requesting BSNL to provide details for the same	The clause is self explanatory
148	Section - 3 Part B	B	A	3	3.4	V	14	Ethernet user interface at SNI of OLT: For P2P application, the SNI interface of the OLT may be GbE as per below: (a) 1000Base SX (50 μ multi-mode) Interface. (b) 1000 Base LX (10 μ single mode @1310 nm) Interface. (c) 1000 Base ZX (10 μ single mode @ 1550 nm) Interface.	In Section 3 Part B clause 2.5 , total 4 SNI interfaces asked (3x 1G (Optical) and 1 RJ45 port) where as in this clause 1000Base SX/LX/ZX is mentioned but also asked for GbE so understanding is 3 SNI interfaces required optical and 1 Electrical(RJ45) total 4 SNI interface required please clarify	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
149	Section - 3 Part B	B	A	4	III		15	SNMP v3 encrypted management	In line with Section 3 part B sub clause 2 sub-sub clause 2 "The Bidder will also provide SNMPv2C/ SNMPv3 or any other better interface as the South Bound Interface between the EMS and the Network elements" Inline with this clause and As per the industry trend GPON OLT are moving from SNMP to Netconf as per broadband forum latest standards. Request to keep either or support of both management i.e. SNMPv3 or Netconf.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
150	Section - 3 Part B	B	A	4	VII		15	ACL and SNMP ACL feature	Request to remove SNMP based ACL as requirement, as the device will support ACL on Netconf,.Netconf is the latest Network management protocol from IETF.	As per Tender.
151	Section - 3 Part B	B	A	4	XVIII		16	Shall support SNMPv3 and 128 bit AES algorithm for Encryption	In line with Section 3 part B sub clause 2 sub-sub clause 2 "The Bidder will also provide SNMPv2C/ SNMPv3 or any other better interface as the South Bound Interface between the EMS and the Network elements" Inline with this clause and As per the industry trend all Netork equipments are moving from SNMP to Netconf as per latest Network managemnt standard from IETF. Request to keep either or support of both management i.e. SNMPv3 or Netconf	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
152	Section - 3 Part B	B	A	4	XIX		16	Anti-Malware Software automated or real-time scanning feature must be enabled	Requesting BSNL to elaborate exact requirement of Anti-Malware Software automated or real-time scanning feature on OLT as OLT is L2 transparent device for data traffic coming from uplink and delivered via ONT, Application level protection and or Malware protection is not OLT functionality. hence requesting to remove this requirement	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
153	Section - 3 Part B	B	A	5	5.2	A (IPv4)& B(IPv6), I	16	ARP Proxy	We understand that OLT here is a layer 2 device in the network therefore there would not be any requirement of ARP proxy in OLT as this is only relevant when device acting as IP route so requesting to remove this requirement from OLT requesting your kind confirmation	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
154	Section - 3 Part B	B	A	5	5.2	A (IPv4)& B(IPv6), II	16	DHCP relay and DHCP server	We understand that OLT here is a layer 2 device in the network therefore there would not be any requirement of DHCP server support on OLT. OLT can work as L2 DHCP relay agent in the network with OLT as L2 Node. So requesting you to remove this requirement ,Request your kind confirmation	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.

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155	Section - 3 Part B	B	A	5	5.2	A (IPv4)& B(IPv6), III	16	Static Routing	We understand that OLT here is a layer 2 device in the network therefore there would not be any requirement of static routing support. Request your kind confirmation.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
156	Section - 3 Part B	B	A	5	5.2	A (IPv4)& B(IPv6), IV	16	RIP v1/v2	We understand that OLT here is a layer 2 device in the network therefore there would not be any requirement of RIP v1/v2 routing support. Request your kind confirmation.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
157	Section - 3 Part B	B	A	5	5.2	A, B (V)	16	OSPFv2	We understand that OLT here is a layer 2 device in the network therefore there would not be any requirement of OSPFv2 routing support. Request your kind confirmation.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
158	Section - 3 Part B	B	A	5	5.4	I	17	OLT shall transparently support SIP/H.248 signaling and all required codecs	Inline with clause 1.5 of Section 3 part B Subsection A and As per our understanding H.248 signalling outdated and SIP is being widely used by operators in India. Request to remove H.248. or Understanding is H.248 to SIP and SIP to H.248 can be taken care by NGN in BSNL's existing network and GPON OLT to support G.711 in transparent mode	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
159	Section - 3 Part B	B	A	6	6.2	I	17	CLI, console port, telnet , SSH and web access	As per the latest trend by broadband forum standard, OLT can also support Software defined Architecture and real time information of OLT willbe available in in EMS through telemtry protocols like Netconf. Therefore device connectivty through Telnet /Console/SSH should be kept optional only if the devices are SNMP managed , where the EMS does not contain realtime information.	The clause is self explanatory.
160	Section - 3 Part B	B	A	10	1		18	Southbound Interface towards the OLTs is SNMP v2c/v3	In line with Section 3 part B sub clause 2 sub-sub clause 2 "The Bidder will also provide SNMPv2C/ SNMPv3 or any other better interface as the South Bound Interface between the EMS and the Network elements" Inline with this clause and As per the industry trend all Netork equipments are moving from SNMP to Netconf as per latest Network managemnt standard from IETF. Request to keep either or support of both management i.e. SNMPv3 or Netconf	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
161	Section - 3 Part B	B	A	10	2		18	Web service based Northbound Interface for integration with OSS Applications	Understanding with this clause is requirement of GUI based access of EMS where in line with section 2B B(EMS) sub clause 2 Sub-Sub clause 3 Rest API also considered as North bound interface which is most advance and flexible interface for NBI so NBI integration using REST/API and access of EMS via WebGUI requesting to confirm.	The clause is self explanatory
162	Section - 3 Part B	B	B	2	1		19	Every successful bidder will also provide EMS to manage order quantity with 25% buffer to add OLT and ONT in the network without any additional cost, in hardware/ software. Solution should comply with ITU-T or any other better interface between the EMS and the Network elements. Furthermore, suitable network interface and software in the EMS should be supplied, so as to have a common/ centralized network management system of different vendors.	EMS H/W and S/W dimensioned on basis of No. of OLT's , No. of Subscribers and No of concurrent GUI users , No of OLT and 100 concurrent GUI users provided however no. of ONT's/Subscribers are not provided requesting BSNL to 1) share per OLT and entire networks subscriber capacity to dimensioned H/W and S/W of capacity for the EMS. 2) requesting to guide on if this capacity required on day one or bidders are having flexibility to add H/W , S/W and required licenses over the period during contract period till meeting max given capacity of no. of OLT's ONT's/Subscriber and client logins. 3) if any bidder with Existing OEM in BSNL's network needs provide new EMS or can use existing EMS (with required updates) to meet OLT and subscriber management requirement in case if existing OEM allowed to use existing EMS then it will be not level playing field for new OEM so requesting to clarify the same.	1) Average 60 subscribers per OLT and total 30 lakh subscribers. 2) Full capacity required on day-1. 3) Separate EMS.
163	Section - 3 Part B	B	B	2	2		19	The Bidder will also provide SNMPv2C/ SNMPv3 or any other better interface as the South Bound Interface between the EMS and the Network elements.	In line with Section 3 part B sub clause 2 sub-sub clause 2 "The Bidder will also provide SNMPv2C/ SNMPv3 or any other better interface as the South Bound Interface between the EMS and the Network elements" Inline with this clause and As per the industry trend all Network equipments are moving from SNMP to Netconf as per latest Network management standard from IETF. Request to keep either or support of both management i.e. SNMPv3 or Netconf	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
164	Section - 3 Part B	B	B	2	5		19	The supplier shall provide basic provisioning system software to enable provisioning of circuits/ bandwidth at any OLT from the EMS itself. The provisioning software shall be customized as per the BSNL requirements.	Requesting BSNL to provide details on customization requirement.	The clause is self explanatory

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
165	Section - 3 Part B	B	B	2	6		19	The vendor who is selected to supply the equipment will provide, without any additional cost, the software upgrades, patches for a period of seven years from the date of completion of supplies for their equipment. They will also provide/ make necessary changes without any additional cost, in hardware/ software to ensure compliance to ITU T or any other better interface between the EMS and the Network elements	Ensuring compliance to any interface or requirements till date of NIT is understandable, however interface / requirement of future is not feasible to estimate the efforts, so request to limit till date of NIT	The clause is self explanatory. As per tender.
166	Section - 3 Part B	B	B	2	7		19	The Bidder will also provide/ make necessary changes without any additional cost, in hardware/software to ensure compliance to Q3 interface of ITU-T or SNMPv2C/ SNMPv3 or any other better interface as the South Bound Interface between the EMS and the Network elements. Furthermore, TMF-814/ CORBA shall be supplied as the North bound interface along with suitable network interface and software in the EMS, so as to have a common/ centralized network management system of different vendors. Bidder has to have open interface architecture so that if required it can be integrated in future and vendor shall render full support at that stage to facilitate such integration. The protocol used to communicate between ONT and SPV should be based on Q3 interface of ITU-T or SNMPv2/v3 or any other protocol.	Understating in line with section 3B B(EMS) sub clause 2 Sub-Sub clause 3, Rest API should also be considered as North bound interface which is the most advance and flexible interface for NBI.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
167	Section - 3 Part B	B	B	2	8		19	EMS shall have the provision/ alarms showing the status of battery health	Understanding with this clause is OLT to have interface for external alarm (Input Normally Closed (NC) relays alarm interface with closed or open contact) and these external alarms to be visible on EMS and to support Battery/DG status. Requesting to confirm.	The clause is self explanatory.
168	Section - 3 Part B	B	3	9			20	One Stop App" for reporting and user friendly graphs.	Requesting BSNL to elaborate on use cases and required graphs.	The clause is self explanatory.
169	Section - 3 Part B	B	3	10			20	Automatic E-Mail delivery upon alarms of operator's interest.	Understanding with this clause is EMS to support alarm to be sent to existing email server please confirm	The clause is self explanatory.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
170	Section - 3 Part B	B	3	14			20	EMS shall provide status of battery health	Understanding with this clause is OLT to have interface for external alarm (Input Normally Closed (NC) relays alarm interface with closed or open contact) and these external alarms to be visible on EMS and to support Battery/DG status. Requesting to confirm.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
171	Section - 3 Part B	B	4	1			20	EMS running on 4 CPU, 14 cores per CPU, 128 GB RAM	Understanding is Since bidder to provide H/W for EMS this clause is not applicable defining specific EMS H/W specs. So requesting you to remove this clause and Vendor to provide H/W and S/W to meet full capacity of 50,000 OLT in this RFP	The specification is minimum requirement
172	Section - 3 Part B	B	4	7			20	EMS should support up to 100 concurrent GUI users	Understanding is EMS to support 100 concurrent users to login in offered EMS, requesting BSNL to clarify if required 100 PC's also a part of scope of the Bidder or the existing Desktop /Laptop will be used.	PCs are not part of bidder's scope.
173	Section - 3 Part C	C	1	1.2			21	Element Management System (EMS) in 1+1 redundant mode with 1-year on site OEM Warranty.	Understanding is in line with clause under SECTION 5 PART C 8.1 EMS required in two location Delhi and Bangalore with redundant mode with All Compute and S/W to be provided by bidder and required connectivity solution to be provided by BSNL as per EMS requirement specified by OEM.	Connectivity will be provided by BSNL.
174	Section - 3 Part C	C	Note	1			21	Bidder shall furnish the detailed Bill of Material (BOM) for each SOR item of Supply of Equipment mentioned above. The detailed Bill of Material should clearly mention all the components including quantities, constituting the SOR item.	Understanding is bidder to provide OLT along with its SFP's (SNI and PON), Power cables along with S/W required to run OLT and H/W and S/W for EMS (in redundant mode two location Delhi and Bangalore) requesting to guide scope for providing on SNI, PON patch cords, Rack for OLT, UPS and power arrangement for OLT, Connectivity solution for EMS (understood RACK, Compute and internal server connectivity (leaf/Spine) to be provided by bidder) etc. Request to clarify if logisitcs of OT delivery at site and security of OLT at site till commissioning will be BSNL responsibility.	The FLM will be done by BNU or PIA
175	Section - 4 Part A	A	10	10.1	h		27	Undertaking duly signed by front bidder and its OEMs, stating that both of them shall be liable for due performance of the contract jointly and severally	We understand that such undertaking is only required by partners and OEMs who bid thru a consortium. Please confirm.	Yes please. This is applicable for consortium. Also, refer to Amendment# 20

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
176	Section - 5 Part A	B	10				57	WARRANTY	As per clause 6 (i) and in conjunction with clause 4 x), we understand that the warranty of OLT shall commence from six weeks of date on which the tests have been completed on the OLT. Please confirm.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
177	Section - 5 Part B	B	2	(ii)	b		71	Following such advance intimation of termination, furnishing at no cost to the purchaser, the blue prints, drawings and specifications of spare parts, if and when requested.	We believe this clause may not have been implemented in last several years, if so, may we request to remove this clause.	As per Tender.
178	Section - 5 Part B	B	3	(ii)			71	The supply will be accepted only after Quality Assurance tests are carried out by Quality Assurance Wings of BSNL, as per prescribed test schedule specified by BSNL.	For Foreign OEMs products, we request to allow the supplies to be accepted along with submission of factory test reports in lieu of QA tests as is being done in other BSNL tenders.	QA is mandatory , As per tender.
179	Section - 5 Part B	B	4	(i)			72	The Acceptance Test schedule generally covers the following: a. Checking iron work, cabling and wiring b. Checking components and materials on sample basis. c. Functional test on individual equipment /network. d. Test of services / features. e. Capacity test/ quality testing.	Such generic clause has been continuing for quite a long time. We request if this clause can be updated keeping the forward looking desired points and also in line with clause 4 vi) at page 72, we propose the clause to be amended s below: The Acceptance test will be done for a sample of 5% of each of the model of OLT Quoted. The Acceptance testing shall cover the following : a. Functional test b. Test if services / features	please refer to Section 12 for detailed AT procedure
180	Section - 5 Part B	B	5				73	VALIDATION FOR INTEGRATION WITH NMS	Like in other tenders of BSNL, we suggest that in case of imported OLTs, BSNL can conduct validation testing in lieu of TAC/TSEC. This practice has worked well in the past and gives BSNL team the flexibility to test the features which are more important to them than going with generic schedule.	As per Tender.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
181	Section - 5 Part B	B	10	10.1			76	10.1. Pursuant to clause-4 of Section-4, Part-B, multiple POs can be placed by BSNL within two years period from date of acceptance of APO at same rates, terms & conditions as in accepted APO	1. Please confirm that all the quantity of OLT mentioned in the APO shall be ordered in multiple Purchase orders within a period of 2 years from the date of APO. 2. Please clarify how many such Purchase Order shall be issued in two years. 3. It is requested that single PO for all quantity be issued for efficient demand planning at factory. However the supply timelines can be staggered over two years to meet BSNL actual deployment requirement.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
182	Section - 5 Part B	B	10	10.3			77	10.3. Advance delivery is permitted subject to availability of valid TAC/ TSEC	Request to kindly elaborate on this.	The delivery after the PO can be , before scheduled date i.e. within delivery period , if it meets the required certification .
183	Section - 5 Part B	B	10	10.4			77	10.4. The delivery of the equipment shall be to the ultimate consignee. The consignee details for the month-wise delivery schedule would be mentioned in the Purchase Order.	In order to estimate the logistic effort, deployment efforts and requirement for Repair / TAC center and the spares dimensioning, it is important to know how many OLTs have to be supplied and deployed in which states. So request to kindly provide Circle wise volume split.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
184	Section - 7	E					108	Manufacturer Authorization Form	<p>It is noteworthy that the OEM's responsibility is confined to the pre-determined scope of work agreed upon between OEM & Bidder. However, after careful consideration of the Manufacturer Authorization Form (MAF), we would like to highlight a concern that, in the event of an default by Bidder, it may not be practical for an OEM, to take the ownership to identify and bring in an alternative Bidder. It is the Bidder which chooses the OEM and not the other way around. In light of this, we kindly request to delete the below clauses from the MAF Form:</p> <p>We also undertake that in case of default in execution of this Contract by the vendor, we shall provide necessary support in identifying another authorized partner with similar certifications/capabilities. In case the vendor is unable to fulfil the obligations given under this Contract, OEM shall be responsible to replace the PIA with an alternate Indian Authorized agent to facilitate to get the requisite work done.</p> <p>In case of the vendor exit from the Project for any reason, including but not limited to default, insolvency, termination of Agreement, or other circumstances resulting in the inability of the vendor to fulfill its obligations under the Agreement, OEM shall be obligated to continue providing the services to Authority in accordance with the terms and conditions outlined in the agreement between OEM and the bidder including commercials. OEM shall also ensure that the alternate Indian Authorized Agent in this case shall abide by all the terms & conditions laid down under the Contract and during the Award of Work to the vendor for the quoted</p>	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
185	Section - 13		18.1				146	Severity Levels, Response times and Restoration times will be as below:	Under this clause response time is given however restore time is missing requesting to add the restore timeline along with response time	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
186	Section - 1		4	4.1	2		4	The Bidder should have a minimum average annual turnover of Rs. 175 Crores for the three (3) audited financial years (2020-21, 2021-22, 2022- 23 or 2021-22, 2022- 23, 2023-24).	We are a Medium Enterprise, as per definition of MSME, defined in notification The Gazette of India CG-DL-E-01062020-219680 dated 1 June 2020. We are a OEM of TEC certified make in India GPON product line including OLT and ONT. BSNL has relaxed the eligibilty criterion for MSE to 50 Cr. Can BSNL revise the eligibility criterion for Medium enterprise to 100 Cr to encourage participation of Medium enterprise ?	As per Tender.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
187	Section - 1		4	4.1	3		4	The Bidder or their OEM, should have executed similar kind of project (supply and/or Installation & Commissioning) for 5,000 OLTs of 4 or more ports, in the last ten years, as on the bid opening date. The projects executed individually by bidder or their OEMs can be added to meet the requirement of this clause.	We, as a leading manufacturer, have supplied more than 5000 OLTs to central government departments/ State Government departments/ PSUs/ Telecom Service Providers/ IP-1 licensee/ Category-A ISPs, including BSNL, through our PAN-India channel partners distribution channel. As per our business policy, we deal with our Enterprise/Telecom customers through our channel partners only. We seek clarification on acceptable document/evidence to meet this eligibility. Will invoices released/PO Issued to channel partners/ franchises who further supplied to ISPs/TSPS/operators acceptable as evidence of our experience and capability in fulfilling similar requirements as outlined in the tender.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
188	Section - 1		1	1.1	3		2	AMC of the equipment for 7 years after completion of warranty period	Can BSNL revise the AMC of the equipment for 5 years after the warranty period is over?	As per Tender.
189	Section - 1	4. Eligibility Criteria:	4.1	2	-	-	4	<p>The Bidder should have a minimum average annual turnover of Rs. 175 Crores for the three (3) audited financial years (2020-21, 2021-22, 2022- 23 or 2021-22, 2022- 23, 2023-24).</p> <p>If bidding in legally bound consortium, then the requirement can be met jointly by lead bidder and its consortium partner(s).</p> <p>In case the lead bidder as well as their OEMs (if bidder is not the OEM of the offered equipment), are MSEs, then the minimum average annual turnover of only Rs. 50 Crores for the three (3) audited financial years (2020-21, 2021-22, 2022- 23 or 2021-22, 2022- 23 , 2023-24) is required to be met. Again, if such bid is in legally bound consortium then then the requirement can be met jointly by lead bidder and its consortium partner(s).</p>	<p>We request you to consider and allow the MSMEs to bid and include the following</p> <p>The bidder or the OEM who is a MSME, then the minimum average annual turnover of Rs. 75 Crores for the three (3) audited financial years (2020-21, 2021-22, 2022-23 or 2021-22, 2022-23, 2023-24) is required to be met.</p>	As per Tender.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
190	Section - 1	4. Eligibility Criteria:	4.1	2	-	-	4	<p>The Bidder should have a minimum average annual turnover of Rs. 175 Crores for the three (3) audited financial years (2020-21, 2021-22, 2022- 23 or 2021-22, 2022- 23, 2023-24).</p> <p>If bidding in legally bound consortium, then the requirement can be met jointly by lead bidder and its consortium partner(s).</p> <p>In case the lead bidder as well as their OEMs (if bidder is not the OEM of the offered equipment), are MSEs, then the minimum average annual turnover of only Rs. 50 Crores for the three (3) audited financial years (2020-21, 2021-22, 2022- 23 or 2021-22, 2022- 23 , 2023-24) is required to be met. Again, if such bid is in legally bound consortium then then the requirement can be met jointly by lead bidder and its consortium partner(s).</p>	<p>The bidder or the OEM who is a MSE, then the minimum average annual turnover of only Rs. 10 Crores for the three (3) audited financial years (2020-21, 2021-22, 2022-23 or 2021-22, 2022-23, 2023-24) is required to be met.</p>	As per Tender.
191	Section - 1	4. Eligibility Criteria:	4.1	2	-	-	4	<p>The Bidder should have a minimum average annual turnover of Rs. 175 Crores for the three (3) audited financial years (2020-21, 2021-22, 2022- 23 or 2021-22, 2022- 23, 2023-24).</p> <p>If bidding in legally bound consortium, then the requirement can be met jointly by lead bidder and its consortium partner(s).</p> <p>In case the lead bidder as well as their OEMs (if bidder is not the OEM of the offered equipment), are MSEs, then the minimum average annual turnover of only Rs. 50 Crores for the three (3) audited financial years (2020-21, 2021-22, 2022- 23 or 2021-22, 2022- 23 , 2023-24) is required to be met. Again, if such bid is in legally bound consortium then then the requirement can be met jointly by lead bidder and its consortium partner(s).</p>	<p>The bidder or the OEM who is a Start up Company, then the minimum average annual turnover and eligibility criteria be waived.</p>	As per Tender.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
192	Section - 1		9	9.1			7	The bidder shall furnish the EMD/ Bid security for an amount Rs. 2 Crore, preferably through online payment mode as per the Bank/ Beneficiary Details under 2.3 above. 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 'A.O. (Cash), BSNL Corporate Office, New Delhi' and Payable at New Delhi; or (b) Bank Guarantee from a Nationalized/scheduled bank (except co-operative bank) in India drawn in favour of 'DGM (MMT), BSNL C.O. Delhi' which should be valid for 210 days from the Bid Closing Date. Copy of SFMS by bidder's Bank shall also be submitted at time of issue of EMBG as well as time of renewal, if any. (c) In form of Insurance Surety Bond as per Format provided under section 7 Part A (ii) & valid for 210 days from the Bid Closing Date	CPSUs may be exempted from EMD/ Bid security for an amount Rs. 2 Crore.	As per Tender.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
193	Section - 1		4	4.1	3		4	<p>The Bidder or their OEM, should have executed similar kind of project (supply and/or Installation & Commissioning) for 5,000 OLTs of 4 or more ports, in the last ten years, as on the bid opening date. The projects executed individually by bidder or their OEMs can be added to meet the requirement of this clause.</p> <p>The requirement of experience for supply and/or Installation & Commissioning, shall be 2000 OLTs of 4 or more ports, in the last ten years, as on the bid opening date for the MSE bidder (as defined by MSME) or Startups (as defined by DPIIT), subject to condition that the OEM(s) proposed in its bid are also MSEs.</p> <p>In case bidder claims its bid to be under Class-I / Class-II Local supplier, as per DPIIT guidelines dated 16.09.2020, to be read along with clarification dated 04.03.2021 on LC calculations or any subsequent clarifications issued by DPIIT, the requirement of experience for supply and/or Installation & Commissioning, shall be 2000 OLTs of 4 or more ports, in the last ten years, as on the bid opening date.</p> <p>Since the bidder is allowed to quote up to three make/models for OLT (meeting requirement of TSEC under S. No. 4 of table under 4.1), if bidder</p>	<p>(1) ITI has supplied higher capacity OLTs of 16/32/48 ports to Bharatnet project which are catering to providing connectivity to GPs. Hence, the eligibility criteria may be modified as bidder has exuted 5000 OLTs or executed supply and installation of 20000 or more PORTS.</p> <p>(2) If the bidder is an OEM and is getting qualified under Class I/Class II Product supplier whether the bidder can offer other two products apart from class I or Class II after having claim preference of class I supply for his own product(which is class I)?</p>	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
194	Section - 3 Part B	Part B	2	2.5			13	Mini-OLT shall have SNI interface 3x 1G (Optical) and 1x1G RJ45.	OLTs available in the market generally have standard configuration of 2X1G optical and 2xRJ45 electrical or all 4 ports as optical or electrical. Requirement of 3x1G optical and 1XRJ45 electrical sis not standard configuration. It may be revised to minimum 2X1G optical and 2 x RJ45 Electrical	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
195	Section - 3 Part B	Part B	A	3	3.1	IV	14	OLT should have 4096 port-IDs per GPON MAC (Downstream and Upstream) & 1024 Alloc -IDs per GPON MAC (Upstream).	There can be one or more Port-IDs transmitted within an Alloc-ID. Therefore 512 is more than sufficient Alloc-ID per PON. Hence, the requirement of 1024 alloc-IDs may be relaxed to 512.	As per Tender.
196	Section - 3 Part B	Part B	A	9	9.1	VI	18	OLT should have Dual redundant & Hot swappable AC power supply and power consumption should be less than 50W	Single card solution is generally having single power feed which works on either AC/DC adapter or DC directly. Dual redundant & Hot swappable power supply requirement may be relaxed.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
197	Section - 3 Part B	Part B	B	2	7		19	The Bidder will also provide/ make necessary changes without any additional cost, in hardware/software to ensure compliance to Q3 interface of ITU-T or SNMPv2C/ SNMPv3 or any other better interface as the South Bound Interface between the EMS and the Network elements. Furthermore, TMF-814/ CORBA shall be supplied as the North bound interface along with suitable network interface and software in the EMS, so as to have a common/ centralized network management system of different vendors. Bidder has to have open interface architecture so that if required it can be integrated in future and vendor shall render full support at that stage to facilitate such integration. The protocol used to communicate between ONT and SPV should be based on Q3 interface of ITU-T or SNMPv2/v3 or any other protocol	Use of REST API as an interface for North Bound communication is already mentioned in clause "page-19, 3" apart from TMF-814/CORBA. The same should be included in this point.	Agreed.
198	Section - 4 Part B	PART B	2				48	Distribution of Quantities	The distribution of the Order should be done among Class-I , Class-II Local suppliers as well as Non local suppliers as per the Govt Guidelines. It is also requested that the distribution of quantities may be offered among L1 ,L2 and L3 @ ratio 50%,30%and 20% respectively.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
199	Section - 5 Part B	B	11.2	(i)	a	b	77	(i) For supply of Equipment (OLT & EMS):(a) 60% of basic value of equipment + Reimbursement of 100% GST (subject to details of the invoice is reflected in GSTR-2A of BSNL on GSTN portal) after delivery of the equipment.30% (of basic value of equipment) after installation & successful commissioning	The payment may be paid 90% agaisnt Delivery of supply equipment and 10% after warranty period	As per Tender.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
200	Section - 1	4. Eligibility Criteria:	4.1	2	-	-	4	<p>The Bidder should have a minimum average annual turnover of Rs. 175 Crores for the three (3) audited financial years (2020-21, 2021-22, 2022- 23 or 2021-22, 2022- 23, 2023-24).</p> <p>If bidding in legally bound consortium, then the requirement can be met jointly by lead bidder and its consortium partner(s).</p> <p>In case the lead bidder as well as their OEMs (if bidder is not the OEM of the offered equipment), are MSEs, then the minimum average annual turnover of only Rs. 50 Crores for the three (3) audited financial years (2020-21, 2021-22, 2022- 23 or 2021-22, 2022- 23 , 2023-24) is required to be met. Again, if such bid is in legally bound consortium then then the requirement can be met jointly by lead bidder and its consortium partner(s).</p>	<p>We request you to consider and include the following</p> <p>The bidder or the OEM who is a MSE, then the minimum average annual turnover of Rs. 10 Crores for the three (3) audited financial years (2020-21, 2021-22, 2022-23 or 2021-22, 2022-23, 2023-24) is required to be met.</p>	As per Tender.
201	Section - 1	4. Eligibility Criteria:	4.1	2	-	-	4	<p>The Bidder should have a minimum average annual turnover of Rs. 175 Crores for the three (3) audited financial years (2020-21, 2021-22, 2022- 23 or 2021-22, 2022- 23, 2023-24).</p> <p>If bidding in legally bound consortium, then the requirement can be met jointly by lead bidder and its consortium partner(s).</p> <p>In case the lead bidder as well as their OEMs (if bidder is not the OEM of the offered equipment), are MSEs, then the minimum average annual turnover of only Rs. 50 Crores for the three (3) audited financial years (2020-21, 2021-22, 2022- 23 or 2021-22, 2022- 23 , 2023-24) is required to be met. Again, if such bid is in legally bound consortium then then the requirement can be met jointly by lead bidder and its consortium partner(s).</p>	<p>The bidder or the OEM who is a Start up Company, then we request you to give the Startup Exemption for Years of Experience and Turnover Eligibility criteria.</p>	As per Tender.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
202	Section - 3 Part B	A. TECHNICAL SPECIFICATIONS OF GPON OLT:	2. PON Requirements	2.4	-	-	13	Mini-OLT shall have minimum 4 PON ports or above.	We understand that the bidder has to quote minimum of 4 GPON OLT PON SFPs. Please confirm. Also, we request you to specify the exact type of GPON OLT SFP (B+ or C+ or C++) to be quoted by the bidder.	Please refer to clarification at S. No.- 145
203	Section - 3 Part B	A. TECHNICAL SPECIFICATIONS OF GPON OLT:	2. PON Requirements	2.5	-	-	13	Mini-OLT shall have SNI interface 3x 1G (Optical) and 1 RJ45 port.	We understand that the bidder has to quote minimum of 3 numbers of 1G optical SFPs. Please confirm. Also, we request you to specify the exact type of GPON OLT Uplink (SNI) Optical SFP (850nm, 300m or 1310nm, 10Km or 1550nm, 40Km) to be quoted by the bidder.	Please refer to clarification at S. No.- 145
204	Section - 1	1. Purpose:	1.1	1. Supply of Equipment	1.2	-	2	Element Management System (EMS) in 1+1 redundant mode with 1-year on site OEM Warranty. Quantity: 2 (at Main and DR Site)	We understand that the tender will be awarded to every successful bidder who are technically, commercially and financially qualified (L1, L2 & L3). In that case, each successful bidder has to supply 1 set of EMS (1+1). Please confirm. We understand that the EMS servers are to be clustered at the PR and DR locations in a 1+1 redundancy setup. We also infer that High Availability is required at the DR location as well. Please confirm.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
205	Section - 1	1. Purpose:	1.1	1. Supply of Equipment	2.2	-	2	EMS (1+1) and integration with NMS Quantity: 2 (at Main and DR Site)	We understand that the tender will be awarded to successful bidder who are technically, commercially and financially qualified (L1, L2 & L3). In that case, each successful bidder has to do the Installation, Testing & Commissioning of the EMS which they supplied and integration with NMS. Please confirm.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
206	Section - 1	1. Purpose:	1.2	-	-	-	2	The instructions regarding supply of 'Trusted products' as mandated by DoT vide File no- 20-271/2010 AS-I (Vol-III) dated 10.3.2021, along with its amendments, issued from time to time, shall have to be complied for 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 extant Government of India guideline, before supplying the same.	We understand that the OEM Company profile status shall be a Trusted Telecom Source. The offered Equipment has to be Trusted Product or The OEM should have applied for Trusted Product for the offered Equipment and submit the declaration that the OEM has applied.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
207	Section - 1	4. Eligibility Criteria:	4.1	2	-	-	4	The Bidder should have a minimum average annual turnover of Rs. 175 Crores for the three (3) audited financial years (2020-21, 2021-22, 2022- 23 or 2021-22, 2022- 23, 2023-24). If bidding in legally bound consortium, then the requirement can be met jointly by lead bidder and its consortium partner(s). In case the lead bidder as well as their OEMs (if bidder is not the OEM of the offered equipment), are MSEs, then the minimum average annual turnover of only Rs. 50 Crores for the three (3) audited financial years (2020-21, 2021-22, 2022- 23 or 2021-22, 2022- 23 , 2023-24) is required to be met. Again, if such bid is in legally bound consortium then then the requirement can be met jointly by lead bidder and its consortium partner(s).	We request you to consider and allow the MSMEs to bid and include the following The bidder or the OEM who is a MSME, then the minimum average annual turnover of only Rs. 75 Crores for the three (3) audited financial years (2020-21, 2021-22, 2022-23 or 2021-22, 2022-23, 2023-24) is required to be met.	As per Tender.
208	Section - 1	4. Eligibility Criteria:	4.1	4	-	-	5	Quoted model of GPON OLT should have got Type Approval Certificate (TAC) from Telecom Engineering Centre (TEC), New Delhi or Technical Specification Evaluation Certificate (TSEC) from Quality Assurance Circle, BSNL, Bengaluru, against the technical specifications mentioned in Section-3 Part B of this document or bidder (or its OEM) should have applied for TAC/ TSEC before the date of bid submission.	We hold a Valid TSEC for our 4 port GPON OLT againsts the "TEC Standard No. TEC 71040:2018", "TEC GR No. TEC/GR/FA/PON-002/02/NOV-18" & "Tender No. GEM/2022/B2903776 dated 24/12/2022". We understand that our existing TSEC certificate is valid against this clause. Please confirm.	The clause is self explanatory.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
209	Section - 3 Part B	A. TECHNICAL SPECIFICATIONS OF GPON OLT:	5. SERVICE REQUIREMENTS	5.2	(A) IPv4	I.	16	ARP Proxy	Since the OLT will be interfaced to the GP level IP-MPLS routers, we request you to make this feature optional.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
210	Section - 3 Part B	A. TECHNICAL SPECIFICATIONS OF GPON OLT:	5. SERVICE REQUIREMENTS	5.2	(A) IPv4	IV.	16	RIP v1/v2	Since the OLT will be interfaced to the GP level IP-MPLS routers, we request you to make this feature optional.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
211	Section - 3 Part B	A. TECHNICAL SPECIFICATIONS OF GPON OLT:	5. SERVICE REQUIREMENTS	5.2	(A) IPv4	V.	16	OSPFv2	Since the OLT will be interfaced to the GP level IP-MPLS routers, we request you to make this feature optional.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
212	Section - 3 Part B	A. TECHNICAL SPECIFICATIONS OF GPON OLT:	5. SERVICE REQUIREMENTS	5.2	(B) IPv6	-	16	The equipment shall be IPV6 compliant with all the features as mentioned in clause 5.2.(A) above.	Since the OLT will be interfaced to the GP level IP-MPLS routers, we request you to make this feature optional.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
213	Section - 3 Part B	A. TECHNICAL SPECIFICATIONS OF GPON OLT:	5. SERVICE REQUIREMENTS	5.3. Multicast	VI.	-	17	MLDv2 snooping	We kindly request you to make this as Optional feature.	As per Tender.
214	Section - 3 Part B	A. TECHNICAL SPECIFICATIONS OF GPON OLT:	5. SERVICE REQUIREMENTS	11. CERTIFICATIONS	1)	-	18	TEC-GR Compliant	Since TEC-GR compliance is included as part of the TSEC certification, we assume that TSEC certification is sufficient for this requirement.	The clause is self explanatory.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
215	Section - 3 Part B	B. EMS REQUIREMENTS	B	2	1	-	19	Every successful bidder will also provide EMS to manage order quantity with 25% buffer to add OLT and ONT in the network without any additional cost, in hardware/ software. Solution should comply with ITU-T or any other better interface between the EMS and the Network elements. Furthermore, suitable network interface and software in the EMS should be supplied, so as to have a common/ centralized network management system of different vendors.	As done in the previous Bharatnet/BSNL tenders request you to architect the EMS server PR/DR deployment Zone-wise/Package-Wise. We kindly request you to provide Zone-wise/Package-wise deployments of OLTs and ONTs, so that EMS Server PR/DR deployments can be sized according to the Zone/Package, as done in the previous Bharatnet/BSNL tenders. This will help to ensure manage future scalability across packages/zones.	As per Tender.
216	Section - 3 Part B	B. EMS REQUIREMENTS	4. TECHNICAL SPECIFICATIONS	2)	-	-	20	Should handle all OLT and ONTs	Please clarify how many ONTs each OLT should handle.	Average 60 ONTs but it may go upto 100 per OLT.
217	Section - 3 Part B	B. EMS REQUIREMENTS	4. TECHNICAL SPECIFICATIONS	2)	-	-	20	Should handle all OLT and ONTs	We assume that a centralized NMS will handle all the vendor OLTs and ONTs through the individual vendor EMS. The EMS provided by the vendors will manage their specific OLTs and ONTs, which in turn will communicate to the centralized NMS via North-bound interfaces. Please clarify.	The clause is self explanatory.
218	Section - 1		4	4.1	3		5	The requirement of experience for supply and/or Installation & Commissioning, shall be 2000 OLTs of 4 or more ports, in the last ten years, as on the bid opening date for the MSE bidder (as defined by MSME) or Startups (as defined by DPIIT), subject to condition that the OEM(s) proposed in its bid are also MSEs.	1. In the eligibility criteria in tender document page no 5 is written for MSME company as : The requirement of experience for supply and/or Installation & Commissioning, shall be 2000 OLTs of 4 or more ports, in the last ten years, as on the bid opening date for the MSE bidder (as defined by MSME) or Startups (as defined by DPIIT), subject to condition that the OEM(s) proposed in its bid are also MSEs. We along with or Gr company M/s Aggressive EMS Pvt Ltd (100% class 1 make in India co) are ToT partner for M.s CDoT, a Govt body who has all technical knowledge, skill set and we manufacture OLTs as a ToT partner for CDoT under their guideline and supervision. However, we do not have order copies been a new ToT partner. We therefore request you to allow us the credentials of CDoT or other ToTs since its basically the CDoT designed OLTs which is complied and shall be supplied. This will bring better competitions too.	The clause is self explanatory.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
219	Section - 1		1	1.1	3		5	Warranty/AMC	2. Kindly elaborate in the NIT, if the warranty/AMC to provided is on site one or carry in warranty to the nearest service center for OLTs. Request you to kindly give us a scope to participate in this prestigious project of Bharat.	Kindly refer to Section 5 Part C
220	Section - 1		4	4.1	3		4	The Bidder or their OEM, should have executed similar kind of project (supply and/or Installation & Commissioning) for 5,000 OLTs of 4 or more ports, in the last ten years, as on the bid opening date. The projects executed individually by bidder or their OEMs can be added to meet the requirement of this clause. The requirement of experience for supply and/or Installation & Commissioning, shall be 2000 OLTs of 4 or more ports, in the last ten years, as on the bid opening date for the MSE bidder (as defined by MSME) or Startups (as defined by DPIIT), subject to condition that the OEM(s) proposed in its bid are also MSEs. In case bidder claims its bid to be under Class-I / Class-II Local supplier, as per DPIIT guidelines dated 16.09.2020, to be read along with clarification dated 04.03.2021 on LC calculations or any subsequent clarifications issued by DPIIT, the requirement of experience for supply and/or Installation & Commissioning, shall be 2000 OLTs of 4 or more ports, in the last ten years, as on the bid opening date. Since the bidder is allowed to quote up to three make/models for OLT (meeting requirement of TSEC under S. No. 4 of table under 4.1), if bidder	1) It is envisaged that to comply the requirement of 5000 OLTs, it can be combined numbers of bidder and OEM together. Suppose bidder have supplied 3000 OLTs and OEM supplied 2000 OLTs then total 5000 OLTs supply eligibility criteria will be treated as complied. Please Confirm. 2) In case of class I/Class II Local supplier (OEM), the, the above 5000 OLT criteria will be treated as 2000 OLT supply criteria to comply the eligibility condition. Please confirm. 3) In case of IP-1 Licence category, do they need to provide all work orders/Purchase Orders/Contracts given in last 10 years OR can make a summery and submit to comply the quantity criteria? Please confirm.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
221	Section - 1		4	4.1	4		5	Quoted model of GPON OLT should have got Type Approval Certificate (TAC) from Telecom Engineering Centre (TEC), New Delhi or Technical Specification Evaluation Certificate (TSEC) from Quality Assurance Circle, BSNL, Bengaluru, against the technical specifications mentioned in Section-3 Part B of this document or bidder (or its OEM) should have applied for TAC/ TSEC before the date of bid submission.	It is mentioned under Section3 part A, Scope of Work --- "The scope of work to be performed is "Supply, Installation & Commissioning of GPON 4 Port Optical Line Termination Equipment with MTCTE certified GPON Equipment." Do we still need to apply or do we need to have TSEC/TAC? Please confirm.	The clause is self explanatory.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
222	Section - 1		4	4.1	6		5	The quoted or previous version of the quoted GPON OLT should have been successfully deployed and working in any TSP or ISP network.	If bidder/OEM have supplied few number of OLTs for field trial/Commercial use and it is successful, and not supplied the requisite number of OLTs as asked under eligibility condition, then would the bidder/OEM treated as qualified eligible bidder? Please confirm.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
223	Section - 1		4	4.1	7		6	Non-Local Bids along with Class-I/ Class-II Local bids shall be eligible to participate in tender. However, Preference will be given to bidder with Local content (LC) of bid under Class-I Local (50% or above) as per DPIIT guidelines dtd 16.09.2020 to be read along with clarification dated 04.03.2021 on LC calculations or any subsequent clarifications issued by DPIIT.	Do you mean that the Non Local bids combined with Class-I/Class-II local bids would be treated as eligible bidders even bidder supply imported OLT equipment along with the Class-I/Class-II local bids?	The clause is self explanatory.
224	Section - 1		4	4.2			6	The bidder may quote up to three models for OLT (meeting requirement under S. No. 4 of above table), along with their respective quantity for the tender.	If bidder is quoting 3 OEMs/models of OLT and if any one/two OEM does not meet the quantity eligibility criteria, but over all bidder's eligibility conditions is fulfilled, then would that OEM treated as qualified under the same bid? Please confirm.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
225	Section - 3 Part B	PART B	2	2.5		-	13	Mini-OLT shall have SNI interface 3x 1G (Optical) and 1x1G RJ45.	OLTs available in the market generally have 2X1G optical and 2xRJ45 electrical or all 4 ports as optical or electrical. requirement of 3x1G optical and 1XRJ45 electrical seems to be very specific. Our submission to get it revised to minimum 2X1G optical and 2 x RJ45 Electrical.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
226	Section - 3 Part B	B	A	3	3.1	IV	14	OLT should have 4096 port-IDs per GPON MAC (Downstream and Upstream) & 1024 Alloc -IDs per GPON MAC (Upstream).	There can be one or more Port-IDs transmitted within an Alloc-ID. Therefore 512 is more than sufficient Alloc-ID per PON. Hence, the requirement of 1024 alloc-IDs may be relaxed to 512.	As per Tender.
227	Section - 3 Part B	B	A	3	3.3	II	14	Remote loop detecting	We believe that remote loop detection is the same as RSTP/MSTP. Is it so?	loop detection is to be provided
228	Section - 3 Part B	B	A	9	9.1	VI	18	OLT should have Dual redundant & Hot swappable AC power supply and power consumption should be less than 50W	1.) Single card solution is generally having single power feed which works on either AC/DC adapter or DC directly. Dual redundant & Hot swappable power supply requirement may be relaxed. 2.) Power consumption of different models of OLTs varies 50 Watts to 75 watts. To accommodate more number of bids, the clause may be reframed accordingly.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
229	Section - 3 Part B	B	B	2	7	-	19	The Bidder will also provide/ make necessary changes without any additional cost, in hardware/software to ensure compliance to Q3 interface of ITU-T or SNMPv2C/ SNMPv3 or any other better interface as the South Bound Interface between the EMS and the Network elements. Furthermore, TMF-814/ CORBA shall be supplied as the North bound interface along with suitable network interface and software in the EMS, so as to have a common/ centralized network management system of different vendors. Bidder has to have open interface architecture so that if required it can be integrated in future and vendor shall render full support at that stage to facilitate such integration. The protocol used to communicate between ONT and SPV should be based on the Q3 interface of ITU-T or SNMPv2/v3 or any other protocol.	1) Use of REST API as an interface for North Bound communication is already mentioned in clause "page-19, 3" apart from TMF-814/CORBA. The same should be included in this point. 2) Since, this tender captures the requirements of OLT. Hence interface between ONT and SPV should not be in the scope of this tender.	Please refer to clarification at S. No.- 197
230	Section - 3 Part B	B	4	1		-	20	EMS shall manage 50,000 GPON 4-Port OLTs(s) with server of 4 CPU, 14 cores per CPU, 128 GB RAM.	(1) Is this server specification minimum server specification? (2) How many such servers are allowed to be used for managing 50,000 OLT(s)? (3) What is the maximum/total number of ONT(s) to be deployed as per this tender? (4) What is the average number ONT(s) to be managed per OLT?	Please refer to clarification at S. No.- 162
231	Section - 3 Part B	B	4	4		-	20	Management data and history data needs to be maintained for a period of 6 months	Does it mean that EMS has to maintain any management and history data (other than PM and FM) for 6 months?	Please refer to clarification at S. No.- 7
232	Section - 1	1	Purpose	1. Supply of Equipment			2	GPON 4-Port Optical Line Termination Equipment (OLT) with MTCTE certified GPON Equipment with 1-year OEM Warranty.	This condition of allowing only few companies to participate in the tender. Please change the Criteria 8-Port Optical Line Termination Equipment (OLT) with MTCTE certified GPON Equipment. If the count of Ports increased than the customers count is also increases.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
233	Section - 1	1	Purpose	4. Eligibility Criteria			4	The Bidder or their OEM, should have executed similar kind of project (supply and/or Installation & Commissioning) for 5,000 OLTs of 4 or more ports, in the last ten years, as on the bid opening date.	The cumulative experience should not be restricted only to central government departments/ State Government departments/ PSUs/ Telecom Service Providers it should be in other countries as well.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
234	Section - 3 Part B		2.5				13	Mini-OLT shall have SNI interface 3x 1G (Optical) and 1x1G RJ45.	OLTs available in the market generally have 2X1G optical and 2xRJ45 electrical or all 4 ports as optical or electrical. requirement of 3x1G optical and 1XRJ45 electrical seems to be very specific. Our submission to get it revised to minimum 2X1G optical and 2 x RJ45 Electrical.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
235	Section - 3 Part B		9.1(VI)				18	OLT should have Dual redundant & Hot swappable AC power supply and power consumption should be less than 50W	Single card solution is generally having single power feed which works on either AC/DC adapter or DC directly. Dual redundant & Hot swappable power supply requirement may be relaxed.	Clause/ requirement is amended. Kindly refer revised tender enquiry document issued herewith.
236	Section - 1	DNIT	4. Eligibility Criteria:	4.1	The bidder shall meet the following eligibility criteria:	3	5	<p>The requirement of experience for supply and/or Installation & Commissioning, shall be 2000 OLTs of 4 or more ports, in the last ten years, as on the bid opening date for the MSE bidder (as defined by MSME) or Startups (as defined by DPIIT), subject to condition that the OEM(s) proposed in its bid are also MSEs.</p> <p>In case bidder claims its bid to be under Class-I /Class-II Local supplier, as per DPIIT guidelines dated 16.09.2020, to be read along with clarification dated 04.03.2021 on LC calculations or any subsequent clarifications issued by DPIIT, the requirement of experience for supply and/or Installation & Commissioning, shall be 2000 OLTs of 4 or more ports, in the last ten years, as on the bid opening date.</p> <p>Since the bidder is allowed to quote up to three make/models for OLT (meeting requirement of TSEC under S. No. 4 of table under 4.1), if bidder claims preference as Class-I Local bid, then they should offer products of makes/models meeting their claim of Class-I Local bid.</p>	<p>In the eligibility criteria in tender document page no 5 is written for MSME company as : The requirement of experience for supply and/or Installation & Commissioning, shall be 2000 OLTs of 4 or more ports, in the last ten years, as on the bid opening date for the MSE bidder (as defined by MSME) or Startups (as defined by DPIIT), subject to condition that the OEM(s) proposed in its bid are also MSEs.</p> <p>We along with or Gr company M/s Aggressive EMS Pvt Ltd (100% class 1 make in India co) are ToT partner for M.s CDoT, a Govt body who has all technical knowledge, skill set and we manufacture OLTs as a ToT partner for CDoT under their guideline and supervision. However, we do not have order copies bien a new ToT partner. We therefore request you to allow us the credentials of CDoT or other ToTs since its basically the CDoT designed OLTS which is complied and shall be supplied.</p> <p>Thes will bring better competitions too.</p>	As per Tender.
237	Section - 1	DNIT	1	1.1	3		5	NIT	Kindly elaborate in the NIT, if the warranty/AMC to provided is on site one or carry in warranty to the nearest service center for OLTs.	Kindly refer to Section 5 Part C
238	Section-4			General Definitions				"The Bidder" means the individual or firm or corporate entity who participates in this tender and submits its bid. Bidder shall also mean Lead bidder if bidding in consortium.	We understand that the Lead Bidder and each of its consortium partners can be individual proprietor or firm or corporate entity. Please confirm the same	As per Tender.

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Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause description	Query	Comments
239	Section - 1			4. Eligibility Criteria				The Bidder should have a minimum average annual turnover of Rs. 175 Crores for the three (3) audited financial years (2020-21, 2021-22, 2022- 23 or 2021-22, 2022- 23, 2023-24). If bidding in legally bound consortium, then the requirement can be met jointly by lead bidder and its consortium partner(s). In case the lead bidder as well as their OEMs (if bidder is not the OEM of the offered equipment), are MSEs, then the minimum average annual turnover of only Rs. 50 Crores for the three (3) audited financial years (2020-21, 2021-22, 2022- 23 or 2021-22, 2022- 23 , 2023-24) is required to be met. Again, if such bid is in legally bound consortium then then the requirement can be met jointly by lead bidder and its consortium partner(s)	1. We request you to confirm that in the case where the Lead Bidder is a MSE and an OEM then the average turnover criteria of Rs. 50 Cr for MSEs is the sum of average turnover of the Lead Bidder and its all Consortium Partners to become eligible to bid. 2. We request you to confirm the number of consortium partners including the Lead Bidder can be three.	As per Tender.