

BID DOCUMENT

**TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF MLLN
EQUIPMENT ON TURNKEY BASIS
TENDER NO. MM/CNO/092009/000375 ISSUED ON 04.09.2009**

**BHARAT SANCHAR NIGAM LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
MMT SECTION
BHARAT SANCHAR BHAWAN, JANPATH,
NEW DELHI-110001
FAX NO.91-11-23710198/91-11-23734262
Visit us at www.bsnl.co.in**

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SECTION-I
Bharat Sanchar Nigam Limited
(A Government of India Enterprise)
(MMT Section)

NOTICE INVITING TENDER

TENDER NO AND DATE : MM/CNO/092009/000375 DATED 04.09.2009

DUE DATE OF RECEIPT : 09.10.2009 TIME UPTO 11.30 HOURS

DATE OF OPENING : 09.10.2009 TIME AT 12.00 HOURS

VENUE OF TENDER OPENING : MEETING HALL, GROUND FLOOR,
BHARAT SANCHAR BHAWAN, JANPATH,
NEW DELHI-110001.

ON BEHALF OF CHAIRMAN AND MANAGING DIRECTOR, BHARAT SANCHAR NIGAM LIMITED (CORPORATE OFFICE), NEW DELHI, SEALED TENDERS ARE INVITED FROM THE INDIAN/FOREIGN COMPANIES FOR SUPPLY, INSTALLATION AND COMMISSIONING OF MLLN EQUIPMENT ON TURNKEY BASIS AS PER SCHEDULE OF REQUIREMENT OF SECTION-V OF THE BID DOCUMENT. **SUBMISSION OF INTEGRITY PACT SIGNED BY BOTH PURCHASER AND PARTICIPANT BIDDER/ VENDER IS MANDATORY.**

(I) ELIGIBLE BIDDER:

1.1 The bidder should be an Original Equipment Manufacturer (OEM) engaged in manufacturing of the MLLN Equipment compatible to TEC GR G/PDN-11/04, May 2004 or an Indian registered Company duly authorized by the OEM to submit the bid on their behalf.

1.2 In case of a foreign bidder, it should have an agreement with an Indian registered company for carrying out installation, commissioning, warranty and AMC activities. The Indian partner should have its own sales/support centers in India at least four in number (one in each zone) to carry out the above activities. A certificate in this regard clearly mentioning the name, address, telephone numbers and email IDs of such Centers along with agreement copy should be provided along with the bid.

1.3 In case the bid is being submitted by Indian registered company authorized by OEM, the Memorandum of Understanding (MOU) between OEM and the Indian registered company should be submitted along with the bid, clearly specifying the commitment of OEMs for all type of support for at least 7 years from the date of submission of bid. The bidder should carry out installation, commissioning, warranty and AMC activities on its own and should have its own sales/support centers in India at least four in number (one in each zone) to carry out the above activities. A certificate in this regard clearly mentioning the name, address, telephone numbers and email IDs of such Centers should be provided along with the bid.

1.4 The offered equipment should be working in at least two networks one of which should be for a period of at least one year as on the date of submission of bid. One of these networks should be operating with at least 500 nodes in different geographical locations and 10000 Leased Lines with 64 kbps and/or n*64 Kbps circuits. Here node means locations having VMUX or cluster of VMUXs and also DXC locations managed by the same NMS as one network. Such network must have DXCs as elements. A certificate in this regard from the operators in whose networks the equipment is working should be submitted along with the bid clearly mentioning the details as required in support of the above eligibility requirements.

1.5 The bidder should have turnover of minimum Rs.40 crore/ 8.5 MUSD / 6.0 MEUR in each of the last two financial years i.e. 2007-2008 and 2008-2009. For meeting the above requirement the turnover of parent company and all subsidiaries shall also be taken into account. The annual reports/audited balance sheets should be submitted along with the bid in support of turnover.

(II) BID SECURITY IN THE FORM OF A BANK GUARANTEE WILL BE RUPEES 2,00,00,000 (RS. TWO CRORES ONLY).

INTENDING BIDDERS MAY DOWNLOAD THE COPY OF THE TENDER DOCUMENT FROM BSNL WEBSITE www.bsnl.co.in AFTER ONE WEEK. THE PAYMENT OF **Rs.10,000/- (Rupees Ten Thousand)** ONLY NON-REFUNDABLE AS COST OF THE TENDER DOCUMENT IS REQUIRED TO BE SUBMITTED BEFORE SUBMISSION OF BID. THE BID WILL NOT BE ACCEPTED WITHOUT THE PROOF OF PAYMENT OF COST OF TENDER DOCUMENT.

HOWEVER, INTENDING BIDDERS MAY OBTAIN COPY OF TENDER DOCUMENT FROM THE DEPUTY MANAGER (MMT), 2ND FLOOR BHARAT SANCHAR BHAWAN, JANPATH, NEW DELHI-110001 ON PAYMENT OF **RS.10,000/- (Rupees Ten Thousand)** ONLY NON-REFUNDABLE W.E.F. **11.09.2009 TO 08.10.2009** BETWEEN 15.00 HRS. TO 16.00 HRS. ON ALL WORKING DAYS. THE PAYMENT WILL BE ACCEPTED IN THE FORM OF CROSSED DEMAND DRAFT, DRAWN ON ANY SCHEDULED BANK IN DELHI, IN FAVOUR OF **ACCOUNTS OFFICER (CASH), BHARAT SANCHAR NIGAM LIMITED, (CORPORATE OFFICE), NEW DELHI.**

SECTION II INSTRUCTION TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS:

- (a) **“The Purchaser”** means the Bharat Sanchar Nigam Ltd. (BSNL), New Delhi
- (b) **“The Bidder”** means the individual or firm who participates in this tender and submits its bid.
- (c) **“The Supplier”** means the individual or firm supplying the goods under the contract.
- (d) **“The Goods”** means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- (e) **“The Advance Purchaser Order”** means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) **“The Purchase Order”** means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as **“Contract”** appearing in the document.
- (g) **“The Contract Price”** means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) **“Validation”** is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- (i) **“Commissioning”**: The Network will be treated as commissioned when fit for commissioning letter is issued by T&D Circle for the MLLN Nodes / NMS sites.
- (j) **“Acceptance Testing”** refers to the testing to be carried out by the Acceptance testing wing of the T&D Circle at Site.
- (k) **“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.
- (l) **“Original Equipment Manufacturer-OEM”** is one who manufactures his own make products or provides his own make products on technology transfer. OEM, should have proven track record of supplying their own products to any Telecom service provider.

2.0. ELIGIBLE BIDDER:

- 2.1 The bidder should be an Original Equipment Manufacturer (OEM) engaged in manufacturing of the MLLN Equipment compatible to TEC GR G/PDN-11/04, May 2004 or an Indian registered Company duly authorized by the OEM to submit the bid on their behalf.
- 2.2 In case of a foreign bidder, it should have an agreement with an Indian registered company for carrying out installation, commissioning, warranty and AMC activities. The Indian partner should have its own sales/support centers in India at least four in number (one in each zone) to carry out the above activities. A certificate in this regard clearly mentioning the name, address, telephone numbers and email IDs of such Centers along with agreement copy should be provided along with the bid.
- 2.3 In case the bid is being submitted by Indian registered company authorized by OEM, the Memorandum of Understanding (MOU) between OEM and the Indian registered company should be submitted along with the bid, clearly specifying the commitment of OEMs for all type of support for at least 7 years from the date of submission of bid. The bidder should carry out installation, commissioning, warranty and AMC activities on its own and should have its own sales/support centers in India at least four in number (one in each zone) to carry out the above activities. A certificate in this regard clearly mentioning the name, address, telephone numbers and email IDs of such Centers should be provided along with the bid.
- 2.4 The offered equipment should be working in at least two networks one of which should be for a period of at least one year as on the date of submission of bid. One of these networks should be operating with at least 500 nodes in different geographical locations and 10000 Leased Lines with 64 kbps and/or n*64 Kbps circuits. Here node means locations having VMUX or cluster of VMUXs and also DXC locations managed by the same NMS as one network. Such network must have DXCs as elements. A certificate in this regard from the operators in whose networks the equipment is working should be submitted along with the bid clearly mentioning the details as required in support of the above eligibility requirements.
- 2.5 The bidder should have turnover of minimum Rs.40 crore/ 8.5 MUSD / 6.0 MEUR in each of the last two financial years i.e. 2007-2008 and 2008-2009. For meeting the above requirement the turnover of parent company and all subsidiaries shall also be taken into account. The annual reports/audited balance sheets should be submitted along with the bid in support of turnover.

3.0 COST OF BIDDING

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

B. THE BID DOCUMENTS

4.0 DOCUMENTS REQUIRED

4.1 The goods required to be supplied, bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The Bid documents include :

- (a) Notice Inviting Tender
- (b) Instructions to Bidders
- (c) General(Commercial) Conditions of Contract
- (d) Special conditions of Contract, if any
- (e) Schedule of Requirements
- (f) Technical Specifications
- (g) Bid Form and Price Schedules
- (h) Bid Security Form
- (i) Performance Security Bond Form
- (j) Letter of authorization to attend bid opening.
- (k) Agreement for AMC

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

5.0 CLARIFICATION OF BID DOCUMENTS

5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing or by FAX at the Purchaser's mailing address indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives **not later than 21 days prior to the date of opening of the Tenders**. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.

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

6.0 AMENDMENT OF BID DOCUMENTS

6.1 At any time, prior to the date of submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.

- 6.2 The amendments shall be notified in writing or by FAX to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS

7. DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall comprise the following components:

- (a) Documentary evidence established in accordance with the clause 2 & 10 that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- (b) Bid Security furnished in accordance with clause 12.
- (c) A Clause by Clause compliance as per clause 11.2 (c)
- (d) A Bid form and price schedule completed in accordance with clause 8 & 9

8. BID FORM

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

9. BID PRICES

- 9.1 The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. Sales Tax & Excise, packing, forwarding, freight and insurance etc. but excluding Octroi/Entry Tax which will be paid extra as per actual, wherever applicable. The basic unit price and all other components of the price need to be individually indicated against the goods it proposes to supply under the contract as per the price schedule given in Section VII. 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 purchaser.
- 9.2 Prices indicated in the Price Schedule shall be entered in the following manner:
- (i) The Basic Unit price (Ex-Factory Price) of the goods, Excise duty, Sales Tax, Freight, Forwarding, Packing, Insurance and any other Levies/Charges already paid or payable by the supplier shall be quoted separately item wise.
 - (ii) The supplier shall quote as per price schedule given in section VII for all the items given in schedule of requirement.

- 9.3 A bid submitted with an adjustable price quotation will be treated as non - responsive and rejected.
- 9.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of equipment/system offered.
- 9.5 “DISCOUNT, if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc, into account”.
- 9.6 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 –II and Clause 11 of Section-III of Bid-Document.
- 9.7 The freight by sea for transportation of equipment/Stores from the nearest port in the main land to Andaman & Nicobar Islands will be reimbursed to the supplier at the concessional rates levied by Ministry of Water and Surface Transport on production of proof.

10. DOCUMENTS ESTABLISHING BIDDER’S ELIGIBILITY AND QUALIFICATION

- 10.1 The bidder shall furnish, as part of the bid documents establishing the bidder’s eligibility, the following documents or which ever is required as per terms and conditions of Bid Documents.
- (i) Certificate of incorporation.
 - (ii) Article or Memorandum of Association or partnership deed or proprietorship Deed as the case may be.
 - (iii) Registration certificate from State Director of Industries or from Secretariat for Industrial Approval (SIA), Ministry of Industries, Government of India.
 - (iii) Approval from Reserve Bank of India /SIA in case of foreign Collaboration.
 - (v) Latest and valid NSIC Certificate duly certified by NSIC if applicable.
 - (vi) Type Approval Certificate (TAC) issued by Telecom Engineering Centre/ TSEC issued by QA circle or proof of having applied for TEC/TSEC (Copy of Form B/QF 103 be attached.
 - (vii) Inspection Certificate issued by BSNL (QA) for execution of Educational/Commercial Order.

- (viii) Undertaking duly signed by front bidder and its technology/consortium partner stating that both of them shall be liable for due performance of the contract jointly and severally.
 - (ix) Experience Certificates as per clause 2 above clearly mentioning all the details. The documents such as copies of Purchase orders received by the bidders or any other documentary evidence clearly showing that the bidder is manufacturing and supplying MLLN network for at least last one year. Certificate from atleast 2 network operators regarding satisfactory working of MLLN equipment as required under clause 2. The certificates should clearly mention the no. of nodes, their geographical locations and node's type and no. of subscribers working in the network.
 - (x) MOU/Agreements as applicable as per clause 2 above.
- 10.2 (i) The bidder shall furnish Annual Report and /or a certificate from its bankers as evidence that he has financial capability to perform the contract.
- (ii) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.
- 10.3 In order to enable the Purchaser to assess the provenness of the system offered, the bidder shall provide documentary evidence regarding the system being offered by him.
- 10.4 A signed undertaking from Authorised Signatory of the bidder that shall certify that all the components/parts/assembly/software used in the Desktops and Servers like Hard disk, Monitors, Memory etc. shall be original, new components/parts/assembly/software and that no refurbished/duplicate/ second hand components/parts/assembly/software are being used or shall be used.
- 10.5 For supply of any software i.e. operating system or any applications software the bidder should have a Certificate of Authenticity (COA), signed by Authorized Signatory stating that all Software supplied are authentic and legal copy is/are being supplied.

11. DOCUMENTS ESTABLISHING GOOD'S CONFORMITY TO BID DOCUMENTS

- 11.1 Pursuant to clause 7, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid Documents of all goods and services which he proposes to supply under the contract.
- 11.2 The documentary evidences of the "goods and services" conformity to the Bid Documents, may be, in the form of literature, drawings, data etc. and the bidder shall furnish :
- (a) a detailed description of goods with essential technical and performance characteristics;

- (b) a list, giving full particulars including available sources and current prices of all spare parts, special tools, etc., necessary for the proper and continuous functioning of the goods for a period of three years following commencement of use of the goods by the purchaser, and
 - (c) a clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Technical Specifications (Section VI), Commercial Conditions (Section III) and Special Conditions (Section IV) shall not be considered.
- 11.3 For the purpose of compliance to be furnished pursuant to the clause 11.2(c) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

12. BID SECURITY

12.1 (i) Pursuant to clause 7, the bidder shall furnish, as part of his bid, a bid Security for an amount of Rs 2,00,00,000 (Rs. Two Crores) only.

The bidders (small scale units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of bid security up to the amount equal to their monetary limit. OR Rs. Fifty lakhs whichever is lower:

- A proof regarding current registration with NSIC for the tendered items will have to be attached along with the bid.
- The enlistment certificate issued by NSIC will not be permanent and should be renewed within two years of its presentation.
- The unit claiming concession of NSIC is required to submit its monthly turnover in support of its claim for meeting the delivery schedule.

(ii) If a vender registered with NSIC under single point registration scheme claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

- 12.2 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the fore feature of bid security pursuant to Para 12.7.
- 12.3 The bid security shall be in the form of a bank Guarantee issued by a scheduled bank in favour of the purchaser, valid for a period of **180 days from the date of tender opening**.
- 12.4 A bid not secured in accordance with Para 12.1 & 12.3 shall be rejected by the Purchaser being non-responsive at the bid opening stage and returned to the bidder unopened.

- 12.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible as but not later than 30 days after the expiry of the period of the bid validity prescribed by the purchaser pursuant to clause 13.
- 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.
- 12.7 The bid security may be forfeited:
- (a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or
 - (b) In the case of successful bidder, if the bidder fails :
 - (i) To sign the contract in accordance with clause 28 or
 - (ii) To furnish performance security in accordance with clause 27.
 - (c) In both the above cases, i.e 12.7 (a) & (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of APO. The bidder will not approach the court against the decision of BSNL in this regard.
 - (d) "The front bidder shall submit an irrevocable undertaking duly signed by it and its technology/consortium partner stating that both of them i.e the front bidder and its technology/consortium partner shall be liable for due performance of the contract jointly and severally, failing which both of them shall be liable to be barred from having any business dealing with BSNL for a period of 3 years."

13. **PERIOD OF VALIDITY OF BIDS**

- 13.1 Bid shall remain valid for **150 days** from the date of opening of bids prescribed by the purchaser pursuant to clause 19.1. **A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.**
- 13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

14. **FORMAT AND SIGNING OF BID**

- 14.1 (i) The bidder shall prepare five (5) number of copies of unpriced technical and Commercial bid (Envelope-A) and five (5) copies of priced financial bid (Envelope-B) clearly mentioning one as '**Original Bid**' and remaining four as '**Copy No:1, Copy No:2, Copy No:3 Copy No:4**'. In the event of any **discrepancy** between the copies, the original shall govern.
- a. Envelope A: Unpriced original and four copies of Technical & Commercial Bid.
 - b. Envelope B: Priced Financial original and four copies of Priced Financial Bid.
 - c. Separate Cover: Bid Security of requisite amount in the prescribed format and the documents required as per clause 12).

- (ii) The copy of quality manual and Article or Memorandum of Association may be provided in **original copy and copy no: 1.**
- 14.2 The original and all copies of Bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. **All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.**
- 14.3 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.
- 14.4 (i)The Power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states(s) and the same be attested by a Notary public **or** registered before Sub-Registrar of the states(s) concerned.
(ii) The Power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/Institution/Body Corporate.
(iii) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.

D. SUBMISSION OF BIDS

15. SEALING AND MARKING OF BIDS:

- 15.1 The bid should be submitted in three covers. The first cover shall contain the original and four copies of Unpriced Technical & Commercial Bid duly marked 'ORIGINAL' & 'COPY'. The second cover shall contain Priced Financial original and four copies of Priced Financial Bid and third cover shall contain documents establishing bidder's eligibility as per clause 2 along with Bid Security as per Clause 12 (refer clause 3 of section IV of the Bid Document). All the three covers should be sealed separately by the personal seal of the bidder.
- 15.2 (a) The envelopes shall be addressed to the purchaser at the following address:

**DGM (MMT),
Bharat Sanchar Nigam Limited (Corporate Office),
2nd Floor, Bharat Sanchar Bhawan, Janpath, New Delhi-110001.**
- (b) The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

- (c) The inner and outer envelopes shall indicate the name and address of the bidders to enable the bid to be return unopened in case it is declared 'late' or rejected.
- (d) Tender may be sent by registered post or delivered in person on above mentioned address (address is given in Clause 15.2 (a) above). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.
- (e) Bids delivered in person on the day of tender opening shall be delivered upto 11.30 Hrs. to Section Officer (MMT) {at the venue (address is given in clause 15.2 (f) below} of the tender opening. The purchaser shall not be responsible if the bids are delivered elsewhere.
- (f) **Venue of Tender Opening: Tender will be opened in meeting room, Ground Floor, Bharat Sanchar Bhawan, Janpath, New Delhi-110001 at 12.00 Hrs. on the due date. If due to administrative reason, the venue of Bid opening is changed, it will be displayed prominently on Ground Floor at reception office of Bharat Sanchar Bhawan, and notice board on 2nd Floor.**

15.3 **If both the envelopes are not sealed and marked as required at Para 15.1 and 15.2, the bid shall be rejected.**

16. **SUBMISSION OF BIDS**

16.1 **Bids must be received by the Purchaser at the address specified under Para 15.2 not latter than 11:30 hrs. on due date.**

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

16.3 The bidder shall submit his 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**

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause 16, **shall be rejected and returned unopened to the bidder.**

18. **MODIFICATION AND WITHDRAWAL OF BIDS**

18.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.

18.2 The bidder's modification or withdrawal notice shall be prepared, sealed,

marked and dispatched as required in the case of bid submission in accordance with the provision of clause 15. A withdrawal notice may also be sent by FAX but followed by a signed confirmation copy by post not later than the deadline for submission of bids.

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

E. BID OPENING AND EVALUATION

19. OPENING OF BIDS BY PURCHASER

19.1 The purchaser shall open bids in the presence of bidders or their authorized representatives who chose to attend, at 12:00 hrs 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 bidders before they are allowed to participate in bid opening (A Format is given in section X).

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

19.3 The bidder's names, Bid prices, modifications, bid withdrawals and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the time of opening.

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

20. CLARIFICATION OF BIDS

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

21. PRELIMINARY EVALUATION

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

21.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. 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, his bid shall be rejected.**

- 21.3 If the sum of the components of the unit price adds upto an amount different from the quoted unit price, still the quoted unit price will be taken into account for evaluation. However, the lower of the two prices i.e., quoted unit price or sum of the components of the unit price shall be considered for ordering.
- 21.4 Prior to the detailed evaluation pursuant to clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.5 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.6 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or effect the relative ranking of any bidder.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- 22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 (a) 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 inclusive of Duties and taxes (but excluding CENVAT-able Duties & Taxes), Sales Tax, Packing, Forwarding, Freight and Insurance charges etc. as indicated in Col. 17 of the price schedule in the Sec.VII part II of the Bid-document. 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 actuals wherever applicable on production of proof of payment/relevant invoices/documents.
- (b) (i) "Duties & Taxes for which the firm has to furnish Covetable Challans/Invoices will be indicated separately in the PO/APO.
- (ii) Vendors should furnish the correct E.D./Customs tariff Head in the price Schedule. If the credit for the Duties and Taxes under CENVAT Credit Rules, 2004 is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the vendors will be liable to refund such non-admissible amount, if already paid, along with penalty if charged by the concerned authority.
- (iii) In case the Duties & Taxes which are non CENVAT-able as per the quotes indicated in the price schedule by the vendors and subsequently at any stage it is found that Credit for such Duties & Taxes is admissible as per CENVAT Credit Rules, 2004, then the vendors will be liable to refund the amount equivalent to such Duties & Taxes if already paid to them. However, the

purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the CENVAT credit provided such credit is still available for the amount so paid as per CENVAT Credit Rules 2004.

- (iv) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct Tariff Head from the E.D./Customs authority where the 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 E.D./Customs Tariff notifications.
- (v) “If the supplier fails to furnish necessary supporting documents i.e. Excise/Customs invoices etc. in respect of the Duties/taxes which are Cenvatable, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the firm.”

23. **CONTACTING THE PURCHASER**

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

F **AWARD OF CONTRACT**

24. **PLACEMENT OF ORDER**

The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved/validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.

25. **PURCHASER’S RIGHT TO VARY QUANTITIES**

- a) BSNL will have the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract or upto 50% of the additional quantities of goods and services contained in the running tender/contract can be ordered within a period of twelve months from the earliest date of acceptance of APO 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 a fresh.

- (b) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender/contract within a period of twelve months from the earliest date of acceptance of APO 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.

Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add on quantity.

- (c) BSNL Board will have full power to accord administrative approval and financial concurrence to procure any equipment/material in any quantity by any means in the exigencies of services and interest of BSNL.

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

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

27. ISSUE OF ADVANCE PURCHASE ORDER

27.1 The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into contract with the bidder.

27.2 The bidder shall within 14 days of issue of the advance purchase order, give his acceptance along with performance security in conformity with section IX provided with the bid document.

28. SIGNING OF CONTRACT

28.1 The issue of Purchase order shall constitute the award of contract on the bidder.

28.2 Upon the successful bidder furnishing performance security pursuant to clause 27, the Purchaser shall discharge the bid security in pursuant to clause 12.

29. ANNULMENT OF AWARD

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

30. **QUALITY ASSURANCE REQUIREMENTS**

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

- A Quality Policy.
- A management representative with authority and responsibility for fulfilling QA requirements and for interfacing with purchaser in the matters of Quality.
- Procedure for controlling design/production engineering, materials, choice of components/vendors, manufacturing and packaging process for supplying quality products.
- System of Inward Good Inspection.
- System to calibrate and maintain required measuring and test equipment.
- System for tracing the cause for non-conformance (traceability) and segregating product which don't conform to specifications.
- Configuration management and change-control mechanism.
- A quality plan for the product.
- Periodical internal quality audits.
- A 'Quality Manual' detailing the above Or infrastructure assessment certificate and Type Approval Certificate issued by "TEC" shall be furnished.

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

- (i) **Clause 15.1 of Section II:** The bids will be recorded/returned unopened if covers are not properly sealed with 'PERSONAL SEAL' of the bidder.
- (ii) **Clauses 12.1, 12.3 & 13.1 of Section II :** The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.3 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
- (iii) **Clause 2 & 10 of Section II :** If the eligibility condition as per clause 2 of Section II is not met and/or documents prescribed to establish the eligibility as per Clause 10 of section II are not enclosed, the bids will be rejected without further evaluation.
- (iv) **Clause 11.2 (c) of Section II :** If clause-by-clause compliance and deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation. **In case of no deviations, a statement to that effect must be given.**
- (v) **Section III Commercial conditions, Section IV Special Conditions of Contract & Section VI Technical Specifications :** Compliance if given using 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.
- (vi) **Section VII Price Schedule:** Prices are not filled in as prescribed in price schedule.

(vii) Section II clause 9.5 on discount which is reproduced below:

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

(viii) Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31(i), 31(ii) of Section II and clause 2(i) of Section IV though, 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.

Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.

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 competent authority CGM in circles and Director (Enterprise) in corporate office 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.

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 desirous participants to be present on the occasion.

32. Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the equipment in time. Further, the suppliers whose equipment do not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser.
33. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
34. The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners 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. The company or firm or the person will also be debarred for further participation in the concerned unit.

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).

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."

SECTION III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

The general condition shall apply in contracts made by the purchaser for the procurement of goods.

2. STANDARDS

The goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in section VI.

3. PATENT RIGHTS

- 3.1 The Contractor shall be responsible for obtaining the legitimate Intellectual Property Rights (IPRs) & Copyrights of Hardware/Software supplied by the contractor to BSNL.
- 3.2. The Contractor agrees and undertake that IPRs/Copyrights of Hardware / Software supplied by the Contractor to BSNL are not infringed, passed off, diluted, reverse-engineered, hacked into, misappropriated, tampered with and / or copied by contractor or any of its directors, officers, employees, agents, consultants, representatives, subsidiaries, associates, servants etc.
- 3.3. The Contractor shall indemnify BSNL against any liability, damage, fine, penalty, costs or any other consequential loss on account of violation of the copyright / IPRs of any third party by the contractor in respect of Hardware / Software supplied by the Contractor to BSNL provided that the BSNL shall immediately inform the contractor in the event it becomes aware of any infringement, passing off, misappropriation or dilution of and that it shall provide, all reasonable information and assistance necessary in order to assist contractor to abate the infringement, passing off, misappropriation, unauthorized copying or use of, or dilution of the intellectual property / copy rights of said Hardware / Software supplied to BSNL by the contractor. The Contractor shall be responsible for bearing all liabilities, costs (including legal costs & expenses), fine, penalty, demands or damages arising consequent to the breach by the Contractor of any of the above conditions / clauses mentioned herein above.

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

4. PERFORMANCE SECURITY

- 4.1 All suppliers (including small scale units who are registered with the National Small Scale Industries Corporation under Single point registration scheme) shall furnish performance security to the purchaser for an amount equal to 5% of the value of purchase order within **14 days** from the date of issue of Advance Purchase Order by the Purchaser.

- 4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 4.3 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the form provided in 'Section IX' of this Bid Document.
- 4.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

5. **INSPECTION AND TESTS**

- 5.1 The Purchaser or his representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.
- 5.2 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification requirements free of cost to the purchaser.
- 5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the equipment and accessories on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in clause 5.4 below.
- 5.4 If any equipment or any part thereof, before it is taken over under clause 5.5, is found defective or fails to fulfill the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of equipment as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.
- 5.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking Over Certificate. The inspector /ultimate consignee shall not delay the issue of any "taking Over Certificate" contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding six months. The Taking Over Certificate shall be issued by the ultimate consignee within six weeks of

successful completion of tests. In this case, BCPC (Bills Copy Payable Challan) shall be equivalent to “Taking Over Certificate”, issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty obligation. BCPC in respect of last consignment against the purchase order will be equivalent to “Taking Over Certificate”.

- 5.6 Nothing in clause 5 shall in any way release the Supplier from any warranty or other obligations under this contract.

6. **DELIVERY AND DOCUMENTS**

- 6.1 Delivery of the goods and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.

- 6.2 The delivery of the goods and documents shall be completed within 6 months from the date of issue of Advance Purchase Order. First two months are for lead period and evenly distributed supplies are expected in remaining four months. The actual delivery schedule will be given in purchase order.

- 6.3 All Technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the Supplier at no extra cost during laboratory evaluation, validation/ type approval and field trial, if any.

- 6.4 The extension of delivery period against the purchase order, if any, should be granted subject to the condition that BSNL shall have the absolute right to revise the price(s) and also to levy penalty for the delayed supplies.

7. **TRAINING**

- 7.1 The bidder shall provide training for installation and maintenance staff of the purchaser free of cost where required.

- 7.2 The bidder shall specify in his bid the number of trainees, quantum of proposed training, pre-training qualifications required of the trainees and duration of the proposed training.

- 7.3 The bidder shall provide all training material and documents.

- 7.4 Conduct of training of the purchaser’s personnel shall be at the suppliers’ plant and/or on-site in assembly start-up operation, maintenance and/or repair of the supplied goods.

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 assembly and/or start-up of the supplied Goods;
- (b) Furnishing of tools required for assembly and/or maintenance of supplied Goods;
- (c) Performance of supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties provided that this service shall not relieve the supplier of any warranty obligations under this contract.

9. **SPARES**

9.1 The vendor shall quote his prices of complete equipment as per Price Schedule, keeping in view the free supply of all spares for one year during warranty period and subsequent maintenance years. For this purpose, the vendor shall submit a detailed list of these spares in the tender itself. These spares shall be supplied along with main equipment. A certificate to ensure that these spares shall be sufficient for system maintenance during the warranty and maintenance period, shall have to be given by the supplier and any additional spares, if required shall be supplied free of cost. These spares shall be stored separately at BSNL premises. Minimum one card of control cards & two cards of Trunks and Line cards each & two modems of each type or 5% of total quantity ordered for that SSA (whichever is higher) as spares should be placed with BSNL office of SSA HQ.

- (a) Such spare parts as the purchaser may elect to purchase from the supplier provided that such purchase shall not relieve the supplier of any warranty obligation under the contract.
- (b) In the event of termination of production of the spare parts, the supplier shall :
 - i) give advance notification to the purchaser pending termination (not less than 2 years), in sufficient time to enable the purchaser to procure life time spare; and
 - ii) Following such advance intimation of termination, furnish at no cost to the purchaser, the blue prints, drawings and specifications of spare parts, if and when requested.

9.2 Over a period of three years starting from the date of final acceptance, the supplier shall supply, at his own cost, all necessary spares which have not been included in the offer as part of the requirement. These spares should be supplied within a maximum period of 30 days from the notification by the purchaser of his need.

10. **WARRANTY**

10.1 The supplier shall warrant that the stores to be supplied 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) twelve months after the stores have been taken over under clause 5.5 above.

- 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 Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.
- 10.3 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

11. **PAYMENT TERMS**

Payment shall be made in Indian Rupees. Payment can also be considered for release in US \$ or other foreign currency equivalent to value in Indian Rupees and made through Telegraphic Transfer (TT) with cost of TT to be borne by the supplier. This is subject to exchange control regulations in India.

The mode of payment shall be as follows:

11.1 **For the cost of equipment ordered in purchased order.**

- (a) 60% on the supply of all the equipment at site in satisfactory condition. For claiming this payment the following documents are to be submitted to the paying authority.
- (i) Invoice clearly indicating breakup details of composite price i.e. Basic, E.D., Sales Tax, any other duties and taxes, Freight/Packing Charges, Service Tax etc.
 - (ii) Delivery Challan
 - (iii) Clear RR/Goods carrier receipt
 - (iv) Supplier certificate for dispatch
 - (v) Excise gate pass / Excise invoice or equivalent
 - (v) Inspection Certificate of QA.
 - (vi) Consignee receipt
 - (vii) The sea freight receipt as per the rates approved by the Ministry of Water and Surface Transport, if any
 - (viii) Proof of payment of Octroi/Entry Tax etc. , if any
 - (ix) "If the supplier fails to furnish necessary supporting documents i.e excise/customs invoices etc. in respect of the Duties/Taxes which are Cenvatable, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the firm."

- (b) 30% on successful installation / commission of all equipment and testing by T&D Circle. The payment shall be made city-wise after complete equipment in that city has been successfully installed / commissioned and tested by T&D Circle.
- (c) 10% after one year of successful installation/commissioning subject to satisfactory operation.

11.2 For the cost of service provided by the supplier in the form of installation/ commissioning of equipment ordered on him:

100% payment shall be released city-wise after completion of installation, testing and commissioning of complete equipment in that city.

Price schedule formats for indigeneous and imported equipments are accordingly modified and enclosed.

- 11.3 (i) Form C and also a certificate stating that the tendered item (stores) are meant for the use of BSNL shall be provided by the purchaser on the request of the bidder as and when asked for.

- (ii) No payment will be made for goods rejected at the site on testing.

- 11.4 The bidder has to give the mandate for receiving the payment costing Rs.5 lacs and above electronically and the charges, if any, levied by bank has to be borne by the bidder/contractor/supplier. The bidder company are required to give the following information for this purpose :-

- (i) Beneficiary Bank Name:
- (ii) Beneficiary Branch Name:
- (iii) IFSC Code of beneficiary Branch:
- (iv) Beneficiary account No.
- (v) Branch Serial No. (MICR No.) :

12. PRICES

- (i) 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 his Bid.
- (ii)
 - (a) Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time
 - (b) In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/duties for the supplies made from the date of enactment of revised duties/taxes.
 - (c) In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.

- (iii) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier.

13. CHANGES IN PURCHASE ORDERS

- 13.1 The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one or more of the following:
 - (a) Drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser;
 - (b) The method of transportation or packing;
 - (c) The place of delivery; or
 - (d) The services to be provided by the supplier.
- 13.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

14. SUBCONTRACTS

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

15. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 15.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right either to short close / cancel this purchase order and / or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.
- 15.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.
- 15.3

- (i) If at any time during the performance of the contract, the supplier encounters condition impeding timely delivery of the goods and performance of service, the supplier shall promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 20 weeks or as per provisions of clause 16.2, Section-III) as per provision given below :
- (ii) The vendor has to submit their request for extension along with the undertaking as per clause 24 Section-III (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 vendor shall submit additional BG while seeking extension. For peacemeal items the amount of additional BG shall be 5% of the value of balance quantity of items to be supplied for which extension in delivery period has been sought. In case of infrastructure/turnkey projects other than as stated above, 1% of the total project value shall be the value for additional BG. The additional BG shall be valid for six months beyond extension of delivery period sought and shall be discharged after the full ordered quantity has been supplied to the ultimate consignee within the last extended delivery period on submission of inspection certificate from QA and consignee receipt without prejudice to the other remedies available to the purchaser.
- (iv) If the vendor fails to deliver the full ordered quantity even during extended delivery period then the PO shall be short-closed and the Performance Bank Guarantee as well as additional BG shall be forfeited.

Format of (i) letters conveying conditions of DP extension and (ii) DP extension letter are in appendix.

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 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser 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 consignee may accept the stores and in such cases the provision of clause 16.2 will not apply.

16.2 (i) Should the supplier fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the purchaser, 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 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 value of the

delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another TEN weeks of delay.

(ii) DP extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on case to case basis, by the CGM concerned in case of tenders floated by Circles and by the Functional Director concerned in case tenders floated by Corporate Office, stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.

(iii) In the case of package supply/turnkey projects when the delayed portion of the supply materially hampers installation and commissioning of the systems, LD charges shall be levied as above on the total value of the concerned package of the Purchase Order.

(iv) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration. However, when supply is made to the ultimate consignee 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 LD shall be levied up to the date of dispatch after QA clearance only.

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

16.3 Liquidated Damages shall also be levied on the Installation and Commissioning part of the Purchase order at the above rates if such delays are attributable to the supplier.

17. **FORCE MAJEURE**

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

17.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such

termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

18 TERMINATION FOR DEFAULT

- 18.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part.
- a) if the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 15;
 - b) if the supplier fails to perform any other obligation(s) under the Contract;
and
 - c) if the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.
- 18.2 In the event the purchaser terminates the contract in whole or in part pursuant to Para 18.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

19. TERMINATION FOR INSOLVENCY

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

20. ARBITRATION

- i) All disputes or differences arising out of or in connection with the present Contract, including the ones connected with the validity of the present Contract or any part thereof, shall be settled by bilateral discussions.
- ii) Any disputes, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to the Arbitration Tribunal consisting of three arbitrators.
- iii) Within sixty (60) days of the receipt of the said Notice, one arbitrator shall be nominated in writing by SELLER and one arbitrator shall be nominated by BUYER.
- iv) The third Arbitrator who shall act as Presiding Arbitrator of the Tribunal, to be appointed by the said two arbitrators appointed by the parties herein, within 30 days from the date of appointment of last of the such Arbitrator, failing which

- the third Arbitrator shall be appointed as per the provisions of the Arbitration & Conciliation Act, 1996 or any amendments thereof.
- v) The Arbitration Tribunal shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.
 - vi) The Arbitration proceedings shall be conducted in India under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
 - vii) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses of the third arbitrator shall be shared equally by the Seller and the Buyer.
 - viii) In the event of vacancy caused in the office of the arbitrators, the party which nominated such arbitrator shall be entitled to nominate another in his place and the arbitration proceedings shall continue from the stage they were left by the retiring arbitrator.
 - ix) Should a vacancy arise because any arbitrator dies, resigns, refuses to act or become incapable of acting, the vacancy should be filled within 30 days by the method by which that arbitrator was originally appointed, failing which the vacancy of the Arbitrator shall be filled under provisions Arbitration & Conciliation Act, 1996 or any amendment thereof.
 - x) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

21 SET OFF

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

- 22. The bidders, who are given Purchase Orders, must give the details of the supplies made against all the Purchase Orders every month on the first working day of the following month to MM and the concerned Planning Branches of BSNL (Corporate Office).
- 23. The bidder should furnish the name of his collaborator (if applicable), brand name, model no. and type of the products offered in this tender. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.

24. Fall Clause

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

- (a) It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service;

And /or

- (b) The prices received in a new tender for the same or similar equipment/ service are less than the prices chargeable under the contract.

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

- 24.2 (a) 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.”

(b) In case under taking as in Clause 24.2(a) 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.

25. **LAW**

The present Contract shall be considered and made in accordance to the laws of Republic of India.

26. **Court Jurisdiction:**

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

‘This Contract/PO is subject to jurisdiction of Court at Delhi only’

27. **Limitation of supplier's liability**

Except as stated herein the aggregate liability of contractor to the purchaser (BSNL) for any direct or indirect / consequential loss or / and damage under the contract shall not exceed 100% of the value of contract provided that this limitation of liability shall not apply to:

- a) Any obligation under this Agreement, including but not limiting to payment of LD, Warranty of equipment supplied by the contractor, repairing or replacing defective equipment.
- b) Any & all obligations under this agreement regardless of whether it has subcontracted them. Actions of Sub-contractor shall be treated as actions of the contractor.
- c) Contractor's liability to BSNL for death or personal injury caused by its employees / agents / subcontractors etc.
- d) Fraudulent misrepresentation or fraud by contractor.
- e) Strict liability as provided under the Laws.
- f) Criminal negligence or willful misconduct.
- g) Infringement of IPRs / Copyrights as mentioned in clause 3 Section III of this agreement.

SECTION IV PART A

SPECIAL CONDITIONS OF CONTRACT

1. Special conditions of contract shall supplement the 'Instructions to the Bidders' as contained in Section II & "General Conditions of the Contract" as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.
- 2.1 The bidders shall submit simultaneously the techno-commercial and financial bids separate sealed covers on the same day. On the day of opening of tender, only techno-commercial bids including documents establishing bidders eligibility shall be opened and financial bids shall be kept sealed. The financial bids of only those bidders shall be opened who will be found as techno-commercially responsive. The date of opening of financial bids shall be intimated to the bidders later. Financial bids shall contain only Section VII part II : Price Schedule.
- 2.2 Date fixed for opening of bids, if subsequently, declared as holiday by the Government of India or BSNL, the revised scheduled will be notified, However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- 3.1 The bank guarantee for bid security OR NSIC certificate for claiming exemption from submission of bank guarantee against bid security, as prescribed in clauses 12.1 & 12.3 of Section II of the bid documents shall be submitted along with the bids in a separate cover. The bank guarantee so submitted shall be as per format given in Section VIII on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its Telephone number and FAX number. This cover should be super scribed as **BID SECURITY FOR TENDER NO . MM/CNO/092009/000375 dated dated 04.09.2009**".
- 3.2 In case where the documents of bid security is not submitted in the manner prescribed under clause 3.1 above, cover containing the commercial, technical and financial offers SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER UNOPENED.
- 3.3 One soft copy (readable only, Preferably in a CD-ROM) of the commercial, technical and financial bid shall also be furnished by the bidder along with the hardcopy of the bid documents submitted in the sealed covers. The soft copy shall not be used for evaluation purpose. Only hardcopy of the bid documents shall be used for tender evaluation. **The bid shall be summarily rejected if the soft copy is not furnished along with the bid document.**
4. The small scale industries registered with National Small Scale industries Corporation (NSIC) under single point registration scheme and desirous of claiming concessions available to small units inclusive of bid security should submit documents in respect of their monetary limit and financial capability duly certified by NSIC.

- 5.1 The supply will be accepted only after Quality assurance test are carried out by Quality Assurance Wing of BSNL as per prescribed schedule and material passing the test successfully and after authenticated excise gate pass issued by excise authorities, Government of India or any organization duly authorized by excise authorities for the purpose. For imported equipment, factory test reports / certifications shall be supplied to the QA Wing.
- 5.2 The QA units of BSNL while clearing the equipment/stores will strictly adhere to the package discipline as described in Purchase Order. Supplies made in full, as per purchase order of all the packages during delivery period only will be deemed to have been supplied within the scheduled delivery period.
- 5.3 The supply of imported equipment shall be accepted, only if it is accompanied with factory test reports / certifications of various performance parameters as per relevant TEC GRs and special terms and conditions of the tender.

5.4 **Environmental Testing:** The following equipment's will be subjected to environmental tests:

NMS	:	Category A of QM333.
DXC	:	Category B2 of QM333.
VMUX	:	Category B2 of QM333.
NTU	:	Category B2 of QM333.

However, the environmental tests shall not be carried out in case the supplier produces Certificates regarding QM-333 as mentioned above for conditions which are equivalent or more stringent.

For third party branded (Indigenous and Imported) item such as Servers NEBS 3 (GR-63 Core/ Bellcore 63 compliant) by third party accredited lab or Environment test certificate from OEM's would also be acceptable in place of QM333. The certificate is to be submitted along with the equipment. Also BSNL may not insist for QM333 for those items (same make and model), which have been accepted for use in MTNL or BSNL network.

- 5.5 BSNL reserves the right to depute its representatives to the factory premises abroad to inspect/ verify/ witness the QA testing of equipments/software. All the expenses related to travel, boarding and lodging, etc. of BSNL officers shall be borne by BSNL or else BSNL may decide to carry out tests in India at bidder's factory premises.
- 5.6 A quality manual describing the QA system shall be submitted along with the bid, which should include following:
- (i) The details about the component quality assurance and quality system practices, including data on critical components.
 - (ii) The quality data of production line for the production under consideration. Bidder is permitted to submit a valid ISO **certificate** (ISO 9001:2000) or equivalent in support of this clause.

- (iii) The field performance data of the same model of equipment already supplied to others major customers (at least two) for enabling assessment of the reliability of performance.
- 6. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
- 7. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
- 8. The purchaser reserves the right to counter offer price(s) against the price(s) quoted by any bidder.
- 9. Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of Bid Documents and it may amount to amendment of relevant clauses of the Bid Documents.
- 10. The bidder, who is given Purchase Order must give the details of the supplies made against the Purchase Order every month on first working day of the following month to NM Cell & concerned MM Cells of BSNL.
- 11.1 In order to provide end to end manageability of leased circuits with similar parameters of service across the network, BSNL intends to procure the equipment against this tender limited to only one technology. Therefore, the number of technically and commercially responsive bidders of the same technology shall be limited to one from the list of eligible bidders.
- 11.2 During the technical evaluation, BSNL at its discretion may call upon the bidders to give their presentation on their offer, to explain their capability to undertake the project and to respond to any question from BSNL.
- 12 **Validation:**
- 12.1 The network/equipment shall be subjected to on-site validation at the NMS location and other locations by the team designated by BSNL. Selected bidder shall offer the equipment for validation within 60 days of date of placement of purchase order. Validation has to be completed in a period of 3 months from the date of placement of P.O. Validation of MLLN network/NMS components of existing make (already working in BSNL or MTNL MLLN make) shall be limited to only those components whose model or version are different from those already working in BSNL or MTNL.
- 12.2 The successful bidder shall submit within one month of placement of PO, the list of tests which are proposed to be conducted during the validation to test the conformance of the equipment to the Technical Specifications. The successful bidder shall get the validation configuration and test procedure approved from BSNL.
- 12.3 During validation, configuration of complete NMS along with three sites with various combinations of VMUX, DXC and few circuits shall be installed as per P.O. During

validation any deficiency found in performance of the system against the requirement, shall be rectified by the Supplier immediately. The Supplier shall provide, at his own cost, all the testing equipment / instruments as required for all the tests to be conducted for validation. Such equipment, if required during acceptance testing at BSNL sites, will be retained by the supplier.

- 12.4 The bidder shall make available the software programs and testers required for carrying out the Validation tests as per the schedule. The bidder shall indicate whether the software package includes programs for testing the nodes under full load conditions and overload conditions by creation of artificial traffic. Such test program shall be provided by the bidder for the limited purpose of testing. The Bidder shall also indicate the technique used in the creation of such artificial traffic. Details of various items required for the above purpose may be specified in compliance to this clause.
- 12.5 Any deficiency found during validation in performance of the system as per the requirement shall be rectified by the supplier immediately at all the locations. The Supplier shall provide, at his own cost all the testing equipments/instruments as required for all the tests to be conducted for Validation.
- 12.6 The bidder if fails to get its equipment validated within the specified period shall remove the equipments at its own cost without any liability on the part of purchaser. There will be no commercial commitment on the part of the purchaser for the validation equipment offered by the bidder pending validation. The commercial supply of the equipment shall start only after completion of validation. The bidder shall indicate in its bid all the test equipments / instruments required for validation as per the validation configuration.
- 12.7 Any payment to the supplier linked with validation, shall be released only after complete validation.
- 12.8 The delivery schedule for completion of supply of the equipment shall be 4 months from the date of P.O. Installation + commissioning after acceptance testing of equipment including validation period shall be completed within 6 (Six) months from the date of PO.

13 TENDER EVALUATION

The tender shall be evaluated as a package quoted by the bidders for various equipments/materials/services as per the criterion given below:

- 13.1 The tender will be evaluated as a package of all the items in price schedule (Schedule VII parts I & II), including installation and commissioning charges, AMC Charges, Spares.
- 13.2 Cost of the AMC for a period of five years calculated to the present value at a discounted rate of 12% per annum shall be added while evaluating bids. Discounting shall be done by BSNL. As the warranty is for one year from the date of taking over, the AMC shall be discounted twice in first year and thrice in the second year and so on for the purpose of evaluation.

- 13.3 The cost of spares shall be discounted @ 12% per annum over warranty / AMC period to arrive at the final price of the equipment for the purpose of tender evaluation.
- 13.4 BSNL reserves the right to ask the bidders to validate any technical parameter in a laboratory environment at the time of evaluation of the Technical bid, at the cost of the bidders.
- 13.5 Tender shall be evaluated as per BSNL'S MM Cell guidelines.
- 13.6 In case any item is not quoted by the bidders then the bid will be loaded by the highest price quoted by any one of the bidders for that item.
- 13.7 In case quantity of any item is under or over specified by the bidders then the bid will be proportionately loaded /deloaded based on the quoted price.
- 14 The bidder should indicate the technology, make and model in respect of each item including the software version for which the offer has been given. The technical documentation supplied in support of compliance shall relate only to such technology and model. No change in make and model and technology will be allowed after opening of tender.
- 15 This tender calls for supply, installation & commissioning of equipment for Managed Leased Line Network on turnkey basis in conformity to TEC GR No. G/PDN-11/04, May. 2004 and as per the schedule of requirement given in Section V of bid document & additional features mentioned in Section IV/section IVB.
- 16.1 The racks/shelves to be supplied for VUX and DXC should be standard 19" racks and should be completely wired in order to expand their capacity in future by mounting of additional modules only.
- 16.2 The bidder shall indicate as to how many VMUX can be accommodated in each rack.
- 16.3 It should be possible to expand the capacity of DXC & V-MUX by addition of modules / cards. The sub-racks / shelves to enable future expandability shall be a part of initial supply. The extra shelves required to meet the expandability criteria should contain no equipment unless the same is required to meet the initial equipped capacity requirement as per the conditions of section IVB/ Price Schedule. All empty slots of subracks / shelves shall be provided with removable covers.
- 16.4 Expansion should be possible without making the existing hardware / software redundant.
- 16.5 VMUX / DXC should work on -48V DC exchange supply (with variation within limits -40V to -60V).
- 16.6.1 Each of the DXCs shall be supplied in one rack or a set of racks as per the design of the manufacturer. Cost of racks for DXC shall be mentioned separately.
- 16.6.2 All DXC's should have a fully non-blocking architecture.

- 16.6.3 Any single failure should not make the DXC Cross-connect matrix blocking under any circumstances.
- 16.7 Specific tools for wiring for access to the customer or for extending circuits from VMUX / DXC / NTU shall be supplied two for VMUXes per city and one per DXC. The tool need not necessarily be automated / motorized.
- 16.8 The number of racks of VMUXs has been approximated based on the already available equipment with BSNL. This figure will be used for the purpose of evaluation of tender. As the number of racks will vary depending on the configuration supported by the vendor, actual number of racks may vary from above and will be indicted in the PO.
- 16.9 Specific requirement of the Network & its components (Technical and functional requirements) are given in Section IV B.
- 17.1 The bidder shall quote for installation/commissioning of the equipment as a percentage of total cost of equipment and also converted in rupees separately for NMS sites and rest of the equipment as provided in the Price Schedule. City-wise break-up shall be provided in separate sheets. The bidder shall be responsible to get the equipment tested from A/T wing of BSNL. The purchaser reserves the right to change the location / cities and equipment configuration thereof where equipments is to be got installed / commissioned from the supplier.
- 17.2 The bidder shall also quote for the equipment and accessories required for up gradation of network capacity in respect of each equipment like V-MUX, DXC, etc. and the NTUs to use the minimum upgradable capacity mentioned against each of these equipment in relevant clauses of Section IV/section IVB and the GRs. Purchaser reserves the right to buy all the equipment or part of the equipment for upgradation during validity period of the tender. The equipment against such orders shall be supplied by the bidder within 4 to 6 weeks of the placement of PO.
- 17.3 The bidders shall furnish the complete details of items/modules contained in various items like NMS, DXC, V-MUX, NTU etc. being procured against this tender along with their quantity and itemized cost in a separate annexure for the information of purchaser. The purchaser shall have the right to use the itemized cost for expansion of MLLN network. The bidders should not quote two different prices for the same items in their offers.
- 17.4 For the quantities to be procured against expansion / upgradation of equipment as well as against additional orders, the price applicable shall be the price derived after working out the impact of change in levies / taxes as a result of financial budgets or otherwise.
- 17.5 Installation and commissioning of VMUX type III equipment is to be carried out by BSNL if it is to be located at subscriber premises. Accordingly Installation and commissioning charges for the same are not to be quoted. The charges shall be payable only if the installation is actually carried out by supplier on the request of BSNL. Similarly the Installation & Commissioning charges will not be applicable for NTUs. These charges will also not be taken into account while evaluating the tender.

18. SOFTWARE

- 18.1 Software version of the equipment being supplied must be indicated in the schedule of requirement as well as in order documentation.
- 18.2 The bidder shall supply new versions of software as and when released by him 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.
- 18.3 For the third party applications software like billing and accounting / customer self care etc., bidder should have arrangement with the original software supplier for maintenance / upgrade to meet the obligations under this tender at his own cost.
- 18.4 The bidder shall remove software bugs in migration of Billing & Accounting data of existing leased circuits on to the CDR billing system.
- 18.5 Software upgrades shall not make the existing hardware redundant.
19. All software licenses must be for use as indicated against each of the application.
20. Certified and licensed copies of the application software required for each NMS site & remote terminal site as applicable with back-up copy shall be supplied. No freeware software shall be supplied as solution. All software quoted as part of solution shall be licensed for unlimited period. Minimum 1000 licenses to be provided for ROTs and pricing may be provided for additional each licenses beyond 1000.
21. The bidder shall provide installation material including specific tools if any, forming part of supply for successful installation and commissioning of the system at each location free of cost.
22. The bidder will supply and lay the transmission and power cable as required from equipment rack to DDF/MDF located in the transmission room of BSNL unit. The DDF/MDF tag blocks required for termination shall be supplied by the bidder along with VMUX/DXC equipment. The bidder will also supply and install power cable from equipment rack to DCDP of BSNL unit. At some of the locations vendor may need to supply and install DCDP equipment for facilitating early installation as per requirement of field unit. Accordingly vendor may provide quote for unit rate of such equipment as an optional item. The execution will be done based on the actual field requirements.
23. The space & infrastructure like power, air conditioning, etc requirement of different equipments as well as NMS should be clearly indicated by the bidders for each city separately. The requirement for main & disaster recovery sites of NMS shall be supplied within a week of placement of the PO. City-wise requirement shall be supplied within 4 weeks of placement of PO.
24. The bidder shall provide training free of cost to about 400 BSNL officers for installation, operation and maintenance in hardware and software of the systems including sufficient hands-on training. However, Travel Expenses, Boarding and Lodging will be borne by the purchaser. The bidder shall indicate the locations at which he will provide the training. The training details and proposed schedule shall be

indicated in the bid. Purchaser reserves the right to change the contents & schedules of training to suit its own requirements.

25. The NMS to be supplied shall be capable to test leased circuits both for local as well as long distance circuits from subscriber premises from one end to subscriber premises at other end.
- 26.1 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.
- 26.2 Computer system and software used in NMS should be GUI based, menu driven, user friendly involving no special skills to operate.
27. It will be the responsibility of selected bidder to provide all the functionalities in the network as listed in the GRs and the tender documents. Any hardware or software required, to this end, but not finding mention in the GR / tender documents shall be supplied by the bidder. Name and cost of such equipment / software shall be listed in the Price Schedule by the bidder. Any item not listed by the bidder, but is required subsequently during installation or operation of the network, shall be supplied free of cost by the bidder.
28. 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.

29. DOCUMENTATION

The bidder shall provide 2 sets (one hard copy + one soft copy) of documents on system / network description, installation, operation & maintenance, trouble shooting of system / network pertaining to the equipment supplied in each city described in a clear manner. Two copies of booklets/ documents containing Do's and Don'ts for each of the activities i.e., installation / O&M / trouble shooting etc., supported by diagrammatic / schematic presentation shall also be supplied. All the documents shall be in English. 8 additional sets (one hard copy + one soft copy each for TEC, T&D, CNO cell and QA) for full complement of the equipment shall be supplied. System / Network description should contain details of all network components, various cards, their features along with block schematic including inter rack / inter card connectivity or wiring etc., and also procedures for invoking / suppressing each of the features / services available. Separate set of documents are to be supplied for DXCs / V-MUX and remote terminals meant for the Regions in the cities.

If the documentation does not conform to above mentioned details, or does not meet the requirements of the purchaser, the bidder shall make additions or alternations or supply new documentation as required by the purchaser. All documentation shall be printed and bound as per prevailing international practices and quality.

30 WARRANTY

The period of Warranty shall be One year from the date the last equipment in the network has been taken over as per the provisions of Clause 5.5 of Section III (General

Conditions) of the tender document. Clause 10 of the Warranty in Section III shall apply. Take over certificates shall be issued city-wise and not node-wise. It is further clarified that a city can have more than one nodes consisting of VMUX, VMUX & DXC or DXC.

31. AMC

- 31.1 The bidder shall quote for charges for five years for AMC as a percentage of the equipment cost, for each year, also shown in Rupees AMC rates shall be in two parts. One for NMS (each site) and second for equipment at sites. A separate sheet shall be provided in the bid showing the amount of AMC charge for each city calculated based on the percentage quoted as applied to the cost of equipment in that city. The normal day to day operations and fault diagnosis to the extent possible will be done by purchaser. The cost quoted shall include visit of the engineers of the bidder as and when required to meet the conditions of AMC. The AMC shall be signed by the selected bidder at the time of accepting the Advance Purchase Order.
- 31.2 The terms and conditions for AMC in the form of an agreement are given in Annexure-I. No separate charges shall be paid for visit of engineers for attending to faults and repairs of faulty units. The cost of the AMC will be added to the basic quotation for the purpose of evaluation at the discount rate of 12% per annum (to arrive at the present value).
- 31.3 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.
- 31.4 The vendor shall repair / replace all faulty / damaged cards, modems and equipment (whether repairable or irreparable) during the warranty, AMC period and also during the intermediate period pending finalization of AMC. AMC will be regularized with retrospective date accordingly. AMC should be made an extension of warranty period immediately after expiry of warranty. In case it takes time to formally finalize AMC, it is deemed as entered into AMC for all purposes and support from vendor will continue for all purposes.
- 31.5 The selected bidder shall submit a bank guarantee against AMC, valid for a period of seven years, 2 months before the ongoing date of expiry of the PBG submitted against the PO. Purchaser reserves the right to forfeit the PBG if the BG against AMC is not submitted in time. Amount of Bank Guarantee will be the average over 5 years of the sum of discounted values of the yearly AMC charges. The validity of the AMC BG shall have to be extended by the bidder to cover the whole five years of AMC, if for any reason the date of start of AMC changes.
- 31.6 The supplier shall maintain spare / stock of Printed Circuit Board, sub assemblies and accessories for the purpose of rectifying the faults and shall keep an up to date record. The same shall be liable for inspection by a BSNL team.
- 31.7 After the expiry of the annual maintenance contract for 5 years period, it will be optional for BSNL not to enter the AMC contract further, with the Supplier. In such circumstances, the Supplier will be bound to hand over the spare parts / sub

assemblies / printed circuit boards, etc., to BSNL. For this reason, the bidder shall quote, in the bid, the price of these parts / sub-assemblies / PCBs to be paid by BSNL at that time for the purpose of evaluation of tender, the sum of these prices will be discounted at the rate of 12% per annum to arrive at the present price. However, if additional quantity of spare parts are needed, the bidder shall supply them at the same rate. BSNL will have right to purchase spares in quantity, which are less or more than the quantity quoted by the contractor in the bid.

If BSNL is not satisfied with the performance of the SUPPLIER during AMC it reserves the right to terminate the AMC during its currency, after giving three months notice to the SUPPLIER and in such an event the vendor will hand over all the spares.

- 31.8 The successful bidder shall establish Technical Support Centers at least one in each region (i.e. four in numbers) in India to provide technical assistance within a period of 4 months from the date of P.O. for fault rectification and act as collection centers for faulty units. One or more of these centers shall also work as repair centers with facilities for repair of faulty units / cards etc. The bidder may establish more such centers in order to keep high up time for the network and to meet the criteria of restoration time, repair time, etc., provided in the terms & conditions of the tender / AMC.

32 ADDITIONAL ORDERS

BSNL reserves the right of ordering additional equipment up to 100% over and above the tendered quantity as mentioned in clause 25 of section 2. The supplies against all such orders shall be made between 4 to 6 weeks of the placement of PO.

33 PAYMENT TERMS

Payment shall be made in Indian Rupees. Payment can also be considered for release in US \$ or other foreign currency equivalent to value in Indian Rupees and made through Telegraphic Transfer (TT) with cost of TT to be borne by the supplier. This is subject to exchange control regulations in India.

The mode of payment shall be as follows:

33.1 For the cost of equipment ordered in purchased order.

- (a) 60% on the supply of all the equipment at site in satisfactory condition. For claiming this payment the following documents are to be submitted to the paying authority.
 - (i) Invoice clearly indicating breakup details of composite price i.e. Basic, E.D., Sales Tax, any other duties and taxes, Freight/Packing Charges, Service Tax etc.
 - (ii) Delivery Challan
 - (v) Clear RR/Goods carrier receipt
 - (vi) Supplier certificate for dispatch
 - (v) Excise gate pass / Excise invoice or equivalent
 - (v) Inspection Certificate of QA.

- (vi) Consignee receipt
 - (x) The sea freight receipt as per the rates approved by the Ministry of Water and Surface Transport, if any
 - (xi) Proof of payment of Octroi/Entry Tax etc. , if any
 - (xii) “If the supplier fails to furnish necessary supporting documents i.e excise/customs invoices etc. in respect of the Duties/Taxes which are Cenvatable, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the firm.”
- (b) 30% on successful installation / commission of all equipment and testing by T&D Circle. The payment shall be made city-wise after complete equipment in that city has been successfully installed / commissioned and tested by T&D Circle.
- (c) 10% after one year of successful installation/commissioning subject to satisfactory operation during the warranty period.

33.2 For the cost of service provided by the supplier in the form of installation/ commissioning of equipment ordered on him:

100% payment shall be released city-wise after completion of installation, testing and commissioning of complete equipment in that city.

Price schedule formats for indigenous and imported equipments are accordingly modified and enclosed.

- 33.3 (i) Form C and also a certificate stating that the tendered item (stores) are meant for the use of BSNL shall be provided by the purchaser on the request of the bidder as and when asked for.

(ii) No payment will be made for goods rejected at the site on testing.

- 33.4 The bidder has to give the mandate for receiving the payment costing Rs.5 lacs and above electronically and the charges, if any, levied by bank has to be borne by the bidder/contractor/supplier. The bidder company are required to give the following information for this purpose :-

- (i) Beneficiary Bank Name:
- (ii) Beneficiary Branch Name:
- (iii) IFSC Code of beneficiary Branch:
- (iv) Beneficiary account No.
- (v) Branch Serial No. (MICR No.)

34. Every bidder shall provide the complete network diagram of Main & DR NMS sites, their switch over facilities indicating the various components with model numbers. A schematic showing typical connectivity of various types of remote sites listed in the tender document to the NMS sites shall also be provided indicating various components and model number. The bid shall consist of a tabular information indicating the model number, make, hardware configuration, software version etc., for all components.
35. Literature pertaining to components quoted and solution offered in the bid shall only be provided. The bids are likely to be cancelled if extra literature is provided not pertaining to the components / solution offered.
36. The vendor shall provide one laptop per DXC location for VMUX/DXC configuration.
37. Fully licensed Antivirus software for all elements including ROTs, PCs, and Laptops to be provided for unlimited period.
38. The bidder or OEMs having teaming arrangement with the bidder must have a sound and well documented quality framework and should be ISO 9001:2000 or ISO 9002:2000 or better certified. The bidder shall accordingly submit copies of relevant certificates to the effect.
39. The MLLN nodes (DXC,VMUX), NMS and miscellaneous equipments will be ordered in initial PO. Some of the NTUs will be ordered along with initial PO while the rest will be ordered subsequently in phases. The supply of the NTUs ordered in phases will have to be completed as per the same timelines of delivery schedule of the tender from the date of actual PO for the same.

SECTION – IV PART B
TECHNICAL & FUNCTIONAL REQUIREMENTS

- 1 One Vendor shall be able to supply all the required network elements.

The GRs of the MLLN & its components shall be as per TEC GR No. G/PDN-11/04, May. 2004. All the equipments to be supplied against this tender shall be as per TEC GRs mentioned in section VI (Technical Specifications) and technical specifications mentioned in this section. Further the equipment should comply the G991.2 ITUT specifications with amendments. The VMUX should provide TDM & IP based services with symmetrical data transmission on copper, based on G.SHDSL. The Backbone should support TDM on electrical, IP on electrical / optical and STM based optical interfaces.

- 2.1 Certain additional/modified requirements in respect of equipments are described below. These will supersede or in addition to the relevant provisions of the GRs as the case may be.
- 2.2 No element of the network and sub-system / module of an element shall introduce blocking of band width.
- 2.3 The word support wherever it appears in relevant GR means that the facility shall be available and in a state of activation for use.

3 NTU

- 3.1 The equipment shall support ITUTG. SHSDL specifications and subsequent updates.
- 3.2 The NTU shall be capable of line loop testing as per ITU-T Rec. V.54.
- 3.3 There shall be three types of NTUs based on the type of interface supported by them i.e. V.35, G.703 and Ethernet interface respectively. All these NTUs should support N*64 bandwidth. N x 64 Kbps NTUs should work up to 2 Mbps.
- 3.4 NTU shall have the facility to send signal of power off condition at the time of NTU getting switched off, to the NMS, for the purpose of fault diagnosis through NMS as well as alarm on the system.
- 3.5 NTUs shall be supplied with cable(s) with connector(s). Line side cable length shall be at least 10 meters. Line side connector shall be preferably RJ 11. Cable of at least 6 meters for connecting to the digital interface shall also be supplied which shall have standard V.35 connector or RJ-45 connector (for G.703 or Ethernet interface) at one end. In case of V 35 interface, the NTU shall have standard V 35 interface.
- 3.6 There may be two types of Ethernet interface NTUs. a. NTU with ability to work up to 2 Mbps. b. NTUs with ability to work above 2 Mbps.

3.7 The Ethernet NTU should support bandwidth as per clause 3.6 above. The NTU that supports above 2 Mbps shall be capable to provide minimum 12 Mbps or more bandwidth with maximum 4 pair bonding.

4 VMUX / DXC

4.1 Configuration of VMUX is given below. The equipment has been divided into 4 categories as below based on capacity and ports required.

Type 0B

Ports configuration	Quantity	Expandable to
Line side : NX64K	64	80
Back bone : E1 (electrical)	32	80
Line side : Ethernet (to deliver min 12 Mb each)	8	-
Backbone : Optical STM1 (with channelized STM 1)	2 Optical SFP ports	-
Backbone : Ethernet	3 FE ports & 2GE Optical*	-

*In case of GE optical ports either built in optical GE port or an external FE to GE optical converter may be provided. The FE-GE port converter (may be a standalone non manageable unit) with minimum 4FE to GE optical conversion.

Type 1B

Ports configuration	Quantity	Expandable to
Line side : NX64K	48	64
Back bone : E1 (electrical)	24	48
Line side : Ethernet (to deliver min 12 Mb each)	4	8
Backbone : Optical STM1 (Channelised)	2 Optical SFP port	-
Backbone : Ethernet	3 FE ports	-

Type 2B

Ports configuration	Quantity	Expandable to
NX64K	24	48
Back bone E1	12	24
Backbone : optical STM1 (Chanelized)	2 optical ports	-

Type 3B

Ports configuration	Quantity	Expandable to
NX64K	16	20
Backbone E1	8	12

The VMUX shall support the following optional features to test the performance of copper line, auto optimization of line to the best possible line speeds and protection from total failure under conditions of degradation of few pairs:

- Copper Pair Monitoring: There should be in built TDR/FDR (Time Domain Reflectometre/ Frequency Domain Reflectometre) based testing for pairs testing / monitoring to identify bad splice, short, open loop etc.
 - Cross Talk Management (CTM) : It should have CTM testing to ensure maximum bandwidth by calibrating copper pairs to optimum value.
 - Cut Line Protection: It shall have protection from complete failure when one pair goes down completely or partially.
- 4.2 The Line driver provided in the VMUX equipment as well as the NTUs for various tributary interfaces for PIJF cable shall be as per TEC GR no. GR/ANE-01/04 Sept 2004. The line driver for various tributary interfaces shall be able to work on one/two copper pair (0.5 mm dia copper cable) up to at least a distance of 3.5 kms for 2 Mbps, 5 kms, at 1 mbps and 7 Kms for 64 Kbs & 128 Kbps without degradation in performance. The maximum distance supported for each data rate shall be indicated by the vendor separately in the bid.
- 4.3 All VMUX shall support Add-Drop facility.
- 4.4 The equipment shall have capability of pair binding of 4 pairs (or less) and deliver minimum 12 Mbps for a distance of 3.5 Kms at least on 0.5 mm cable for Ethernet circuits.

- 4.5 VMUX and DXC shall have the capability for connecting the PC/Work station.
- 4.6 If the equipment is supporting any additional interfaces such as ADSL, POTS, VDSL etc, the split cost of the each card (Hardware & software separate) along with any other relevant cards may be provided in the annexure as optional (this will not be considered for evaluation).
- 4.7 The control cards such as cross connect card etc shall have redundancy in all VMUX types on N+1 or 1+1 basis.
- 4.8 The DXC shall comply to No. G/DTC-01/02, April 2003 with latest amendment (if any).
- 4.9 The DXC shall have common cards redundancy (control card and power supply). It shall have aggregate protection at E1 or STM 1/4 level. (this should be read towards the clause of 4.13 of GR no. GR/DTC-01/02 Apr 03). All the DXC types mentioned under TEC clause 1.4 should have :
 - (a) 2 STM1 optical (channelized) connectivity, (b) 2 GE optical ports (or a standalone FE to Optical GE port converter may be provided in lieu of each GE optical port. This converter should convert 2 FE ports into GE optical port, These 4 FE (2+2) ports are in addition to 4 FE ports asked at c. (c) 4 FE ports required in all DXCs. Optical connectivity should be configurable in ring protection.
- 4.10 VMUX Type 3B shall be of two types AC operated or DC operated. Requirement of both types in as mentioned in the tender.
- 4.11 VMUX type 0B and 1B should have STM1 (channelized) optical interface to route the traffic of serial interfaces. For extending the Ethernet customers through FE / GE port the VMUX should function as switch with VLAN functionality.
- 4.12 VMUX/DXC may have forced cooling provided the noise level is within permissible international standards.
- 4.13 Protection modules : K20 AND K21 protection to be provided on either side of line. IPMs and modules to be supplied for protection , DDF and MDF wiring are to be of KRONE make or approved by International standardization laboratories or International certification agencies.

5. NMS

- 5.1 **Licensed capacity** - The existing Tellabs NMS system implemented as part of BSNL's MLLN project has the capacity for serving-
 - Minimum 1000 concurrent users.
 - 10,000 Nodes (DXCs & VMUXs) (Existing working nodes approx. 8000)
 - 1,50,000 NTUs . Query response time - 12 seconds or better.
- 5.2 The Bidder shall study the existing H/w and S/w configuration in detail and may Either –
 - Use the existing Tellabs NMS (Application & Database Servers) by expanding / upgrading the H/w & S/w (Licenses) to cater for 1000 concurrent users, 25,000 nodes and 5,00,000 NTUs. In such case an authority and no-objection certificate from M/s ITI/ OEM for expansion of existing Tellabs NMS shall be submitted along

with the Technical bid. In such scenario the bidder shall also ensure that the “end to end” management of complete network (including existing) is feasible using offered solution.

Or

Offer a new NMS (application & Database Servers) system to cater for 1000 concurrent users, 25,000 nodes and 5,00,000 NTUs. This offered new NMS shall integrate with the existing Tellabs NMS and manage the complete (existing as well as new) Network.

In such case all the existing and new operator Terminals shall be connected and function through new NMS for all functions like provisioning, maintenance functions such as configuration, testing and troubleshooting etc. The user shall be able to operate from a single terminal all the above end to end functions for the existing and new network elements.

- 5.3 Currently CDR based customer care and Convergent Billing system is under implementation. Later on it is planned to shift leased line commercial and billing related activity to CDR project. MLLN shall have to integrate with CDR project for various leased line related activities related to Billing and Commercial of leased lines. Details of integration points between MLLN and CDR project shall be discussed with the successful bidder during SRS stage.
- 5.4 The bidder shall provide storage system (along with SAN switch) to 8 TB or higher so as to meet the system requirements. The bidder shall certify that the new storage offered shall meet the tender requirement.
- 5.5 NMS System (NMS Application Server(s) as well as NMS DB Server) (if proposed new) shall be plugged into existing NMS LAN and integrated with the existing NMS , Billing and Accounting Server, Web self Care Server and network security components like Firewall etc. after due addition/ upgradation of existing LAN components (if required).
- 5.6 NMS Data base hard disk capacity shall be sufficient to store cater for all the requirements as indicated in the tender document. This information shall be auto backed-up (or backed-up by operator action at the choice of the network manager) to secondary memory devices (off line storage devices) before deleting / over-writing any portion of this information on completion of one complete month. Sufficient secondary storage space (secondary hard disk / cartridges) shall be supplied. It shall record all the operations transaction logs for at least for a period of 12 months. It shall be possible to take back up of the NMS log on cartridge. The files in which the operator transaction logs are recorded should be write protected from the operators including the network administrator. The NMS shall give alarm on log file usage i.e. @ 75% deferred alarm, 85% maintenance alarm and 95% urgent alarm. This usage level should be configurable by the network manager. Manual dump for data and tran backup should be available.
- 5.7 The system should block the access from a local or remote terminal after receipt of consecutive 5 wrong logins/passwords or unauthorized commands. This should be resettable by Network Manager only.

- 5.8 The NMS server shall have redundancies for control module, Disk and Power supply and LAN interface. The power supply shall operate in the load sharing and redundant mode. It is also envisaged that the NMS shall have Disaster recovery NMS/(DR NMS) which shall be connected over multiple E1 links/GE of MPLS/FE / Fx each on normal & standby paths. Main NMS is to be located in Bangalore and DR NMS is to be located at Pune. The main NMS shall update the disaster Recovery NMS at regular interval and this interval shall be configurable parameter in steps of at least 10 minutes.
- 5.9 During regular updates, only incremental data pertaining to the previous interval will be transferred on interconnecting links. However it shall also be possible to mirror the whole database during slack hours any number of times during the day at prescribed hours through manual commands of network manager.
- 5.10 The NMS for the Nationwide MLLN should be an integrated NMS with a single Database located in a centralized place. The same DB Server shall be used by various other servers at the NMS.
- 5.11 Industry standard relational data base (RDBMS) for storing all the data related to the network & the system shall be used.
- 5.12 The data base for the centralized NMS shall be an open database. The data base structure for all the databases used in the system shall be provided.
- 5.13 All the components of the NMS should be fault resilient. The database server, which holds the database of the complete network including configuration should be fully duplicated with disk mirroring.
- 5.14 In case of main NMS becoming inoperational the control shall pass automatically to the Disaster Recovery NMS. The control shall not comeback automatically to the Main NMS in case of its revival. It shall be possible to update the main NMS from Disaster recovery NMS under operator command. When the Main NMS becomes operational then the control from the disaster recovery NMS shall be passed to the Main NMS only under the Operator command to do so. It shall also be possible to manually switchover between main & DR NMS.
- 5.15 The connectivity of operator terminals at NMS site and terminals at remote sites to the main and disaster recovery NMS shall be provided in such a way that during failure of main NMS, connectivity of the terminals is automatically transferred to the Disaster recovery NMS and vice versa. However, during complete unavailability of the Main NMS site, the on site terminals of the Disaster Recovery (DR) NMS shall take over the control and the remote terminals shall also work using the DR NMS. The engineering of the main & DR NMS shall be done in such a way that the connectivity of remote terminals to NMS remains available under all circumstances and no functionality is lost.
- 5.16 It shall be possible to define and redefine at any time the Disaster Recovery Policy as per the needs of BSNL.

- 5.17 It shall be possible to test the Disaster Recovery Function live at any time without loss of any data or service being offered to customer and without any limitation.
- 5.18 It shall be possible to monitor the health of disaster recover NMS from Main NMS and vice-versa continuously or under operator command at the choice of the network manager.
- 5.19 The supplier shall provide all necessary information relating to integration of the NMS of MLLN with the NMS of third party relating to MLLN or any other networks and further provide all assistance to ensure successful integration, in a time bound manner prescribed by the purchaser, free of cost, during the warranty and AMC Period.
- 5.20 Operating system and applications for NMS shall be multi-user with minimum 1000 concurrent users. The number of access terminals (workstation/PCs/Laptops) to be provided initially (local & remote) are mentioned in the Schedule of Requirements and minimum configuration as given in section IV. All remote terminal locations shall also be provided with laser printers. The configuration is given in Section IV.
- 5.21 The NMS shall have capability of load sharing and hot standby connectivity between NMS hardware and the network. Suitable bandwidth connectivity of the NMS with the MLLN shall be provided which satisfies the response time as indicated.
- 5.22 Response time for query / command on any operator terminal, local or remote shall be twelve (12) seconds or better. For update of topological information on the terminals, the response time shall be better than twenty five (25) seconds under all conditions.
- 5.23 NMS shall have capability of regional partitioning thereby enabling the MLLN to be divided into at least 50 regions and 500 sub networks.
- 5.24 It shall be possible to manage the MLLN from a single location either collocated or remote using the operator access terminal. The NMS shall also be accessible from the remote sites using the remote terminals of the NMS either through leased line/MPLS cloud or one of the time slots of EIs connected on the MUX. If there are more than one remote terminals in a city, it shall be possible to assign one or more time slots on one or more EIs on dedicated or shared basis for establishing connectivity with the NMS. Further protection should be available to switch all the NMS connectivity time slots over alternate links / path automatically in case of non-availability of assigned link. Equipment for grooming the remote terminal links equipment needed for the same to establish connectivity with main and disaster recovery NMS shall be provided by the supplier. All such equipment shall be of high reliability with adequate redundancies in power supply, control systems etc. The connectivity details shall be provided by the bidder.
- 5.25 It shall provide the graphical layout of the network elements with modules drawn using different colours to indicate their status and should be reconfigurable just by clicking on them.
- 5.26 Performance management module shall support collection, processing and presentation of the performance related data from all the network elements for the purpose of study of subscriber profile, subscriber service level agreement monitoring,

traffic study, planning of capacities, monitoring of network health etc., various reports shall be possible to be generated such as:

- Date & time of fault on circuit or network elements
- Date & time of fault restoration on circuit or network elements.
- Circuit availability
- G.821 analysis per circuit
- G.821 analysis per subscriber
- G.821 analysis per E1 or higher capacity link
- Reports for evaluation of AMC performance etc.,
- Any other to be specified by the vendor.

- 5.27 It shall be possible to customize the reports. The purchaser shall be free to ask for customisation of reports based on the data available in the database from time to time during warranty period & AMC period. The vendor shall enable production of customized reports within a period of 2 to 4 weeks upon receipt of any such request. Some of reports required to be generated periodically should be made available in automatic generation form. For example if the number of circuits provided between two dates is required, then a user friendly form should be available where the simply by entering the two dates the information will be available. The details of such reports will be provided during installation of NMS.
- 5.28 The process of report generation should be designed very efficiently, so that there will not be any affect on the normal functioning of the NMS.
- 5.29 It shall provide for end to end loop testing on a circuit and shall be able to localize the faulty section of the network element. Such testing shall also be possible from any remote terminal.
- 5.30 The equipment of MLLN shall also be capable of reporting to a pre-specified destination of MLLN and also through PSTN dial-out and Internet to telephone, mobile phone, fax, SMS, email etc., on detection of pre-selected alarm condition. The Network manager may choose one or more of the messaging methods mentioned here. The supplier shall equip the system with all messaging formats & capabilities for transmission and delivery of message.
- 5.31 NMS shall be supplied with at least one heavy duty printer (Printer 1) per NMS site. This will be used for generation of circuit/ equipment fault reports, exception reports as chosen by the purchaser by assigning threshold to link performance etc., At least one more network printer (Printer 2) per NMS site shall be provided for taking print out of various other reports. However it should be possible to take print out for any kind report on any of the printers. The total requirements for Printer 1 and Printer 2 are mentioned in section 5.
- 5.32 NMS shall automatically keep a file for every circuit working on the network in a customized format. Typical information to be kept in the file shall include but shall not be limited to the following.

- Date & Time of configuration of port on the V-MUXs / DXCs

- Date & time of extending local loop/transmission media time slot
 - Date & time of loop tests
 - Test results at the time of commissioning
 - Date of commissioning
 - Customised naming of the circuit
 - International naming of the circuit
 - Customer premises equipment i.e. NTU & customer owned equipment details through manual entry by the remote terminal or local operator
 - Most of this data should be captured from the log activities of the NMS.
- 5.33 It shall provide for the presentation of the effective percentage of the utilization of the network elements as per the requirement of the purchaser.
- 5.34 Network manager shall be able to create the operators' with users I/D and passwords. Network manager shall also be able to control and limit local & remote operators authorization, rights and privileges (Here Network manager is an account in NMS with full control, rights and privileges).
- 5.35 The operator terminals (local & remote) shall not allow loading of any software without the terminal administrator's authorization.
- 5.36 A pre-defined routing schedule with minimum two alternate paths shall be supported by NMS enabling the MLLN to route automatically or by manual command at the choice of the Network manager.
- 5.37 It shall support end to end circuits creation and performance monitoring from centralized NMS and also from remote NMS terminal as per assigned authorisations and privileges.
- 5.38 Point to point and point to multi-point circuit creation and routing on an end to end basis shall be provided.
- 5.39 NMS shall have the capability to configure the bandwidth on demand of any leased line for specified time of the day. The bandwidth on demand shall be configurable to all possible programmable bandwidths of NTUs.
- 5.40 The NMS should be able to manager in addition to MLLN elements, the servers, Ethernet Switch, Router, F/W & other components connected on LANs at the NMS Site.
- 5.41 The NMS shall be expandable to meet requirements of future network growth. As such the NMS shall be able to be expanded to manage at least 30,000 nodes (VMUX, DXC) and 8,00,000 NTUs.

- 5.42 The vendor shall provide and integrate auto fault booking from MLLN NMS to the existing IVRSs located in different stations through a standard procedure for the circuits alarms selectable by the user. (current IVRSs are generally with dialogic cards with telephone or E1 terminations)
- 5.43 As part of performance demonstration, the vendor shall demonstrate integration of respective NMS with standard NMS such as HP openview or IBM Tivoli at his cost. Integration charges may be separately be quoted for future use with respect to available standard NMSes. It is binding on the vendor to integrate the NMS with any of the customer standard NMS as per the charges as and when BSNL places the order for the same.
- 5.44 NMS shall provide necessary information for the accounting and billing purposes. It shall include among other things : :
- Date of commissioning of circuits
 - Components of circuits
 - Time of the day information
 - Band width use information
 - Local lead type information at 'A' end & 'B' end.
 - Copper / OFC / Microwave
 - Interface details
- 5.45 NMS shall operate at 230 V AC + 10%, -15% at 50 +/- 2 Hz frequency. The NMS shall be powered from a UPS to be provided by the bidder which shall be as per the TEC GR no. GR/UPS-01/03 May 2006. It shall be in a modular configuration with redundancy at FR/FC and inverter level. Battery Backup shall be minimum for six hours. The AC output capacity of the UPS shall be at least 50 percent higher than the actual load of the equipment being supplied against this tender for the NMS sites. SVR & three phase / single phase transformer is not required.
- 5.46 The no. of destinations for fan out in case of point to multipoint circuits shall be taken as minimum 8. The bidder shall specify the actual no. of destinations available in his system if the same are more than 8.
- 5.47 **Service Level agreements (SLAs):** It shall be possible to support SLAs that define the level of service that the customer can expect together with any penalties to be paid by the service provider for failure to deliver against it. The SLA parameters shall include measurements of service delivery, availability and restoration times etc. It shall be possible to generate management reports providing information on customer network configuration and changes, faults and achievement against the SLAs. It shall be also possible to deliver network management reports via a secure Web site.
- 5.48 NMS should be able to support AMC monitoring i.e. event log with respect to each exchange and node shall be available in NMS. It shall be possible to know the percentage working subscribers and percentage faulty subscribers for every node and exchange at any given time, in a given time interval, configurable in terms of days,

- months, year. AMC monitoring shall be possible to meet the requirements of AMC agreement
- 5.49 The fault docket system should be located at a central place. It may be a part of either NMS or Web Self Care module. The system should be customizable.
- 5.50 The NMS shall be able to diagnose its own faults by running diagnostic software.
- 5.51 NMS shall have capability for auto recovery based on a set of pre-defined rules or knowledge base. It shall have the capability to re-route the traffic through the pre-defined minimum 2 alternative paths.
- 5.52 VPN: Bidder should provide this facility.
- 5.52.1 It shall be possible to create multiple VPNs consisting of subscribers connected to different VMUXs under different DXCs. The MLLN shall allow creation of at least 500 VPNs.
- 5.52.2 It should be possible to add a new VPN or delete an existing VPN.
- 5.52.3 It shall be possible to create VPN with number of ports as per BSNL requirement.
- 5.52.4 It shall be possible to add or delete a port to multiple VPNs. It shall be possible to add and delete each channel of the port to different VPN.
- 5.52.5 It shall be possible provide the time of day dependent bandwidth to customers of VPN.
- 5.52.6 The VPN NMS shall be a part of the same VPN and shall communicate with Central NMS as remote NMS Terminal.
- 5.52.7 It shall be possible from VPN NMS to configure, manage, test and modify the members of the VPN and also the bandwidth allotted to each member.

5.53 Password Management:

- 5.53.1 All the servers / systems shall be addressed using the private IP addresses.
- 5.53.2 The NMS shall record all the login, logout and all operations / commands done on the NMS
- 5.53.3 Sessions ID shall be logged with the information of operator ID, password, time of login etc.
- 5.53.4 All passwords shall be stored in encrypted form. No operator including the Network Manager shall be able to read the passwords.
- 5.54 BSNL is currently having MLLN equipment in Bangalore and Pune. If, the equipment of the same technology is selected as a result of this tender, the successful bidder shall integrate the existing equipment with the new system in order to provide end to end

management and other related functionalities to the existing network also in seamless manner without any extra cost.

- 5.55 The NMS shall have multiple Temporary databases.
- 5.56 NMS shall have Graphical Dash board feature which indicate the failure's total India /Region/circle/SSA wise working/faulty circuits/nodes shall be made available

6.1. Billing & Accounting System:

Licensed capacity of Existing billing and accounting system - A centralized Billing & Accounting system has already been implemented by BSNL as part of its existing MLLN network. In addition BSNL is also in the process of implementing its convergent billing & CRM system which will take over the billing, provisioning & CRM functions of all the lines of Business (LOBs) in BSNL including MLLN.

The bidder's proposed MLLN system solution should be integrated with existing MLLN Billing & Accounting system. The bidder should upgrade the existing billing and accounting system to generate bills for 5,00,000 subscriber base. It should be possible to generate bills for existing as well as new circuits working on MLLN/non MLLN with features available in the current system. Purchaser reserves the right to order /not to order the upgrade at its discretion. The system should also be able to integrate with Convergent billing & CRM system, which is under implementation in BSNL.

6.2 Web self care:

The bidder's proposed MLLN system solution should be integrated with existing MLLN web self care system. The bidder should upgrade the existing web self care system to cater to 5,00,000 subscriber base. Purchaser reserves the right to order /not to order the upgrade at its discretion. It should also be able to be integrated with Convergent billing web self care system.

6.3. Firewall:

The bidder shall use and integrate with Firewall implemented as part of existing MLLN system/NMS.

6.4. Router:

The bidder shall use and integrate with router implemented as part of existing MLLN system/NMS.

6.5. LAN:

The bidder shall use and integrate with existing middle range and low range LAN switches. Necessary addition /augmentation of LAN components, if required, shall also be earned out as part of the project.

- 6.6.** The minimum configuration of NMS Servers is detailed below. Bidder shall propose at least following or higher versions keeping in view the response time and other technical specifications. The hardware and software quantities with detailed breakup of costs will be mentioned by the bidder in the bid.

(A) NMS Database Server hardware:

1. Server(s)

- 64 bit high performance Risc./Itanium, multi-core CPU machines(more than 25 in N+1 configuration) with more than 4GB RAM, L2 Cache FSB more than 1.5 GHz(12 MB or more), I/O ports/devices and interfaces (min 8GE ports, latest FCAL and console port), (LAN/FC) to connect to external storage through Fibre Channel switch and existing MLLN system LAN, required Internal storage etc. The power supply modules should be load sharing and N+1 redundancy.
- 17" coloured LCD console - 2 nos. (one per server of the clustered pairs).
- 1 high availability cluster running in 1+1 mode (with no single point of failure).
- The server processing power & configuration shall be dimensioned by the bidder to ensure that it is able to meet the tender requirement. The bidder shall submit a letter from the Database software/application service provider certifying that the offered hardware shall meet the data base software / application requirements.
- 19" Rac mounted architecture.
- All servers can have Switch with one ADMIN work station.
No of internal discs should be more than 25 with each disc capacity higher than 210GB

2 Operating System & other Software:

- 64 bits Unix with necessary standard software utilities and unlimited run time licenses.
- Clustering and associated softwares to meet high availability requirements.
- Software to provide automated, unattended, scheduled, policy managed backup/restore/archival/retrieval.
- DB application software licensed for 1000 concurrent users and for 25000 nodes and 500000 NTUs.

3 External storage/Disk Array:

Existing Database Disc Array of MLLN system shall be upgraded to 1 TB and used. NMS data base server shall be connected through necessary fibre channel switch storage. The bidder has also option to supply new storage, brief generic requirement for which, shall be as follows:

- (a) Hardware RAID with 500 GB (usable) expandable to 1 TB.
- (b) Auto-configuring at Array Hardware level intelligently between RAID 1 and RAID 5.
- (c) Dual fibre (or more) attach directly from disc array to the two servers through two separate 8 port (or more) fibre channel switches.

- (d) Fibre RAID controllers should be dual & redundant and should work simultaneously during normal operation.
- (e) Hot Swap Discs with global sparing
- (f) Redundant Power supply.
- (g) 19" rack mountable.

4. Back Tape Library:

Existing Tape Library of MLLN system shall be used after due upgrade if required.

(B) NMS Application Server Hardware:

1. Server

- Single server running multiple application/multi-server based configuration.
- 64 bit Itanium/Xeon/Opteron multicore processor server architecture with required RAM, Cache, Internal storage, I/O ports, devices & interface.
- High availability cluster with 1+1 configuration (no single port of failure)
- 17" coloured LCD console - 2 nos. (one per server of the clustered pairs). The server processing power & configuration shall be dimensioned by the bidder to ensure that it is able to meet the tender requirement. The bidder shall submit a letter from the Database software/application service provider certifying that the offered hardware shall meet the data base software / application requirements.
- 19" Rac mounted architecture.

2. Operating Software & other associated Software:

- 64 bits Unix/Linux/Windows operating system with required standard software utilities.
- Clustering and associated software to meet high availability requirement of the application/tender.
- Software to provide automated, unattended, scheduled, policy managed backup/restore/archival/retrieval.

7.1 NETWORK PRINTER (AT NMS LOCATIONS):

Print Speed	Min. 50 p.p.m. or higher
Resolution	1200 x 1200 dpi
Processor	Min 460 MHz
Font	Black & White
Memory	512 MB (minimum)
Paper Trays	4
Duty Cycle pages/month	2, 50, 00
Media Type	Shall support legal, letter, A4 Size
Media Size Customization	3 x 5 inch to 8.5 x 14 inches

The printer shall be compatible with MS Windows 95 or higher version, Windows NT 4 x or higher, MS DOS, UNIX & UNIX derivative like SOLARIS, HP – UX etc.

7.2 NETWORK PRINTER (AT REMOTE LOCATIONS):

Print Speed	Min. 18 p.p.m. or higher
Resolution	1200 x 1200 dpi
Font	Black & White
Memory	10 MB (minimum)
Paper Trays	150 sheets multipurpose tray.
Media Type	Shall support legal, letter, A4 Size
Media Size Customization	3 x 5 inch to 8.5 x 14 inches

The printer shall be compatible with MS Windows 95 or higher version, Windows NT 4 x or higher, MS DOS, UNIX & UNIX derivative like SOLARIS, HP – UX etc.

8. Workstation/PCs:

Intel core 2 Duo T8100 2.6GHz or above with 800GB HDD, 4GB DDR2 upgradable upto 8GB 15” Video display, 4MB cache Ethernet interface (10/100 Mbps) with industry standard Operating system like Unix, Dial up port, Windows etc. as per requirement of local / remote terminal, Scroll mouse, Winpad, Four USB ports, 2 Serial & 1 parallel port, DVD Read/Writer dual layer drive etc. as per the requirements of local/remote terminals. Operating system Windows Vistas with latest anti-virus soft ware with licences.

9. Laptops:

CPU Intel Core2 Duo 2.6Ghz , or above, 4MB Cache.

4GB DDR RAM (upgradable upto 8 GB)., 160 GB Hard Disc Drive, V RAM 16 MB.

Two USB, one parallel and one VGA & one S-Video.
802.11a/b/g and Bluetooth V2.0/ethenet 10/100/1000
finger print reader/integrated smart cardreader/TPM1.2 embedded security
backup and recovery manager
min 2.5 hrs battery back up
preloaded Windows Vistas and latest antivirus with licences

Note:

The above specifications are only minimum suggested configuration. It shall be bidder’s responsibility to ensure that any additional equipment/hardware required during validation and operation i.e. during warranty and AMC period for satisfactory performance of MLLN network as per the requirement specified in this tender document will be supplied free of cost by the successful bidder.

ANNEXURE -I (Of Section IV)

ANNUAL MAINTENANCE CONTRACT AGREEMENT FOR MLLN SYSTEM

This agreement is made on the _____ day of _____ (year) to be effective from _____ between M/s. Bharat Sanchar Nigam Limited, a company registered under the Companies Act – 1956 having licence to provide all types of services of Telegraph and having its registered office at Bharat Sanchar Bhawan, 1 Harishchandra Mathur Lane, Janpath, New Dlehi – 110 001 (hereinafter called BSNL) of the ONE PART and _____ a company registered under the Companies Act 1956 and having its registered office at _____ (hereinafter called SUPPLIER which expression shall unless repugnant to the context, include its successors in business, legal representatives and administrators or permitted assigns) of the OTHER PART.

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

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

NOW the AGREEMNT WITNESSETH as follows:

1.0 PERIOD OF VALIDITY OF THE AGREEMENT

- 1.1 This Agreement shall remain in force for five years from the date of completion of one year warranty, while at the same time the terms and conditions of this agreement except for payment of charges to the SUPPLIER shall also apply during warranty period.
- 1.2 Extension of this Agreement shall be negotiable for the second term depending on the performance of the SUPPLIER during the period of the initial term.
- 2 In addition to complying with all the terms and conditions recorded in the Bid Document, the SUPPLIER hereby agrees and unequivocally undertakes to fully comply with all the terms and conditions stipulated in this Agreement and without any deviation or reservations of any kind.
- 3 Unless otherwise mentioned or appearing from the context, the Tender (Bid) Document and any clarifications thereof and the purchase order shall form part and parcel of this agreement, provided that in case of conflict or inconsistency on any issue relating to this Agreement, the terms set out in the body of this agreement with schedules and Annexure thereto shall prevail.
- 4 During the period of AMC the SUPPLIER shall inter alia:

- i) Diagnose the hardware and software faults.
 - ii) Rectify the hardware / software faults detected.
 - iii) Repair and replace the faulty PCB and any other equipment or part thereof.
 - iv) Carry out the periodic preventive maintenance.
 - v) Upkeep the software periodically.
 - vi) Upgrade the software to latest version.
 - vii) Create customized reports from various systems like NMS, billing & accounting, Web Self Care etc.,
 - viii) Provide full & time bound assistance in integrating the NMS and associated systems with any other NMS as required by BSNL.
 - ix) Provide API's of systems supplied by it against the Purchase Order for sharing with other NMS or similar systems supplier for the purpose of integration.
- 5 The supplier shall prepare the schedule of preventive maintenance for each quarter and shall submit the same to BSNL in advance. The preventive maintenance shall not affect the normal functioning of the system.
- 6 The SUPPLIER shall provide all global software upgrades to BSNL free of cost as a part of AMC as well the maintenance of these upgrades.
- 7 The SUPPLIER shall be solely responsible for the maintenance, repair & upgradation of the software / hardware systems, equipments and parts thereof and BSNL shall not be liable to interact with any of the partners / collaborators or subcontractors of the SUPPLIER.

8 REPAIR AND MAINTENANCE:

8.1 TECHNICAL SUPPORT CENTRE:

- The SUPPLIER shall have Technical Support Centers at least one in each region i.e. at least four in number. The SUPPLIER may set up more such centers to meet the criteria for fault restoration / faulty unit repair times as mentioned in the AMC. The SUPPLIER shall furnish the names, locations, complete postal address, Telephone numbers and FAX numbers of all Technical support Centers at the time of signing this Agreement. The SUPPLIER shall also specify the names of the Stations to be covered by each Technical Support Center in the format given at Appendix – 'A' to this agreement.
- 8.1.1. 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 and conditions of this agreement.
- 8.1.2 Any change in Address, Phone number, FAX number, etc., shall have to be intimated in writing by the SUPPLIER to the concerned Incharge of the BSNL Station as well as the concerned head of SSA and BSNL Corporate Office at the earliest. If the station in charge of BSNL MLLN station is 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 of 8.1.1 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.

8.2 RESPONSIBILITIES OF TECHNICAL SUPPORT CENTER:

- 8.2.1 The SUPPLIER shall ensure that all the Technical Support 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 station Incharge of BSNL sites including NMS, for fast restoration of faults and
 - ii) Capable of attending the faults at the BSNL sites whenever needed by deputing competitive technical expert.
- 8.2.2 The SUPPLIER shall also ensure that Technical Support Centres are manned and are able to provide service to BSNL round the clock, all the seven days of the week throughout the year. The level of service provided to BSNL shall not go down during night time or due to any day being holiday, or for any other reason.
- 8.2.3 The Technical Support Centres shall receive the faulty cards/units/PCBs from BSNL sites and repair/replace them with good cards during the period of AMC.
- 8.2.4 One or more of the Technical Support Center (s) shall also work as Repair Center(s) and shall be responsible for repairing the faulty cards/units/PCBs and shall also maintain a requisite minimum stock of such cards / equipment often going faulty, in order to keep the down time within limits as envisaged in this agreement. The SUPPLIER shall be at liberty to distribute spares to the nodes as deemed fit or keep them at the designated repair centers.
- 8.2.5 The Technical Support Center shall regularly obtain feed back about the health of the systems under its jurisdiction from the state incharge of BSNL on monthly basis (or even more frequently) and maintain a proper record of such feedback. These shall be made available to the technical experts nominated by the SUPPLIER for analysis and such technical expert in turn shall give adequate and proper guidelines / technical advise to the in-charge of BSNL stations for taking necessary preventive measure for reducing the frequency of such faults and also for preventing such faults from re-occurring. This shall, however, not absolve the SUPPLIER from fulfilling his obligations under this agreement.
- 8.3 The SUPPLIER shall set up at least one repair center in India within 6 months from the date of purchase order with the facilities for repair of all types of modules / units / equipment supplied by it. For third party equipment like Server Hardware at NMS site, RAS / Routers, it shall be at the option of the SUPPLIER to either carryout the repair on its own or through the facilities of third party. In all cases, however, BSNL shall interface only with this SUPPLIER.
- 9 The first line maintenance shall be done by authorized staff of BSNL by replacement of the faulty / affected module with a readily available good module, stocked at the site by the SUPPLIER at his (SUPPLIER's) cost or out of the spare capacity, if available, in that node if no spares at site have been made available by the SUPPLIER.

Decision whether the module / cards at any node can be made spare or not shall rest with BSNL. It shall not absolve the SUPPLIER from his responsibilities under this agreement for restoration of fault etc. All such changing / replacement of faulty / affected modules shall be done by BSNL staff as per the telephonic (or otherwise) instructions of the technical support center.

10. The faulty module shall be sent by BSNL to the SUPPLIER's designated Repair Center / Technical Support Center within shortest possible time.
11. The SUPPLIER shall arrange and ensure repair or replacement of the faulty equipment, to the concerned BSNL site within 15 days of dispatch of the faulty module by BSNL to the SUPPLIER's designated Technical Support Center. While the responsibility of delivering the faulty module / Card / PCB / equipments to the SUPPLIER's premises will lie with BSNL, the responsibility of repairing and sending back the same to the respective BSNL site will be with the SUPPLIER.
12. The 15 days time shall be calculated from the date of dispatch of the faulty equipment at the SUPPLIERs designated premises to the date of receiving back of the repaired / replacement of the same at the concerned BSNL site. Three days time in each direction shall be taken as transit time. Wherever sub-racks or other equipment are brought by the representative of the SUPPLIER at site for replacement the faulty unit / sub-rack / equipment shall be taken back by the said representative for further repair etc. at the cost of SUPPLIER
13. The SUPPLIER shall ensure that a minimum stock of 2% of subscriber's unit (NTU), working in the coverage area, are maintained as spare stock at the Technical support Centers. It will be at the option of the SUPPLIER to distribute the NTUs at different stations to meet his obligation under AMC.
14. TECHNICAL SUPPORT PROCEDURE:
The following procedure shall be followed for Technical Support:
 - 14.1 In case of any fault, abnormality in the system, partial or total failure of the system, the officer incharge of the BSNL station will immediately contact the designated Technical support Center of the SUPPLIER and give information about the nature of fault over phone / FAX / pager / e-mail.
 - 14.2 The details of the faults reported shall be recorded in a prescribed format, called the 'Fault Docket' as given in Appendix-B of this Agreement. Changes in the 'Fault Docket' may be incorporated for better reporting and recoding reconciliation of the faults at BSNL station and also at Technical support Centers of the SUPPLIER by mutual agreement and understanding, to best utilize the Fault Docket facility of NMS or as and when such need is felt. To this end changes in fault reporting procedures can also be incorporated.
 - 14.3 Even if the fault is reported over phone to the Technical support Center a copy of the 'Fault Docket' duly filled in by the station Incharge of BSNL shall be sent by FAX and also by post to the Technical support Center of the SUPPLIER for records. The time of occurrence of fault as recorded in the fault docket shall only be taken into consideration for calculating the actual duration of faults.

- 14.4 Similarly, after rectification of fault a fresh Fault Docket duly filled in and after recording the time of restoration and total duration of fault, will be sent by station Incharge of BSNL to the Technical Support Center, preferably by FAX, for records.
- 14.5 In case of any dispute arising regarding duration of fault etc., the Fault Docket as maintained at the BSNL station shall be the guiding documents to be agreed by both parties.
- 14.6 The 'Fault Docket' shall be filled with utmost care, giving all the details of the faults and other information as prescribed in the Fault Docket and the entries made shall be authenticated by signature of the station Incharge of the station concerned.
- 14.7 Technical Instructions shall be given to the BSNL staff of the concerned station, over phone. If the fault is restored by following the instructions given over phone, the station Incharge of MLLN site will close the Fault Docket after making suitable entries and after satisfying himself of the proper restoration of the fault. A copy of the Fault Docket duly filled in shall be sent to the Technical support Center for records.
- 14.8 The SUPPLIER shall also ensure visits of the expert and competent technical staff of the SUPPLIER in case the fault is not rectified to the satisfaction of BSNL even after following the telephonic instructions and advices.
- 14.9 Once the fault has been rectified and the system & services were restored to normalcy, the visiting engineer of the SUPPLIER shall record in the station Log Book, the details of the works done by him for restoration of the faults and also record the details of steps to be taken and procedures to be followed for not only restoration of similar faults by BSNL staff but also for preventing the occurrence of similar faults in future. Similar entries shall be made in the fault docket also.

15. MAINTENANCE OF HISTORY SHEET AND LOG BOOKS.

- 15.1 The SUPPLIER shall supply elaborate maintenance procedures and proforma of the history sheet to every site of BSNL, where its (the SUPPLIER's) equipments are installed.

The officer Incharge of the MLLN site shall fill up the history sheet containing statistics about the health of the MLLN equipments installed at the concerned site and send a report to the Technical support and national Center of the SUPPLIER on monthly basis. Based on the History sheet report, the SUPPLIER shall analyze the health report of each site and if something alarming or unusual is noticed, shall advise the field staff of BSNL to take necessary actions for preventive maintenance of such equipments. These instructions for preventive maintenance shall be passed on to BSNL staff of concerned station in writing and by sending experts to the respective stations when felt necessary. BSNL reserves the right to make changes in the proforma proposed by the supplier.

- 15.2 History sheet proforma shall become part of this agreement as Appendix C at the time of signing of the agreement.

16 AMC CHARGES AND PAYMENTS:

The charges for AMC will be as given in the purchase order. A copy of the same is enclosed at Appendix D. (to be made part of the agreement at the time of signing the agreement).

- 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 15 (fifteen) days of the receipt of the station-wise bills duly completed
- 16.3 All payments shall be made by the Head of Circles concerned based on the fault response received from Heads of SSAs, after deducting penalties if any. For this purpose, BSNL shall designate nodal officers at the respective circle headquarters.
- 16.4 BSNL reserves the right to adjust any over-payment of AMC charges in any quarter, any time during the period of AMC.

17 FORCE MAJEURE

Neither BSNL nor the SUPPLIER shall be liable to the other for any delay in or failure of performance of their respective obligation under the agreement caused by occurrences beyond the control of BSNL or the SUPPLIER including but not limited to fire (including failure or reductions), acts of God, acts 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 AND RESTORATION TIME:

- 18.1 Any fault in the equipment/system affecting the availability of service to more than 5% of working subscribers on a node shall be treated as Severity Level 1A. Such faults shall be rectified within three hours of its reporting to the supplier.
- 18.2 Faults at any of the NMS site causing crash of any servers or programmes or switchover failure from main NMS to DR NMS and vice versa in normal or disaster situation shall be treated as Severity Level 1B. Such faults shall be rectified within three hours of reporting to the supplier.

- 18.3 Faults at any of the NMS sites causing slow performance of NMS as a whole or any of the servers, shall be treated as Severity Level 1C. Such faults shall be rectified within four hours of its reporting to the supplier.
- 18.4 Any faults affecting the availability of service to 5% or less subscribers on a node shall be treated as Severity Level 2A. All such faults shall be rectified within six hours of its reporting to the supplier.
- 18.5 Any fault causing failure or slowing down of remote operator terminal NMS access /down loading / printing except due to NMS faults mentioned in 18.2 and 18.3 above shall be treated as Severity Level 2B. Fault in a DXC not affecting the service of the connected nodes shall also be treated as Severity Level 2B. Such faults shall be rectified within twenty four hours of reporting to the supplier.
- 18.6 Here the node will be taken to mean a site having V-MUX or a V-MUX + DXC installed as the case may be. 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.,
- 18.7 The time for restoration of fault will be counted from the time of reporting to the technical support center as per procedure prescribed in clause 8 of this agreement.
- 18.8 For the purpose of arriving at the penalties as indicated in clauses 18.1 to 18.5 above, the calculated percentage upto two decimal points shall be rounded off to nearest figure (e.g. 4.49% will be taken as 4% & 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

Severity Level	Penalty per hour of delay / per node / per occasion.
1A	Rs. 3000/-
1B	Rs. 2500/-
1C	Rs. 1000/-
2A	Rs. 2000/-
2B	Rs. 1000/-

(Delay will be counted in steps of one hour).

- 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 nodes in the network.
- 19.3 If the supplier is unable to meet the deadline of 15 days as mentioned in Para 11 for repair/replacement of faulty equipment, a penalty of Rs. 500/- per day of delay per faulty module / card shall be applicable. Beyond 30 day delay, the penalty shall be Rs.1000 per day.

A system of dispatch and receipt Challans shall be worked out between BSNL and the supplier within three months of the placement of Purchase Order in order to account for the delay. Decision of BSNL as to how the system is designed shall be final.

- 19.4 The penalty shall be deducted from the quarterly bills. The maximum value of penalty for fault in nodes shall not exceed 20% of AMC amount in that quarter. However, there shall be no limit on the penalty for delay in repair of units / model as mentioned in 19.3 above.
- 19.5 Any failures affecting the availability of service to more than 20% of working subscribers in the whole network at a time, shall entitle BSNL to deduct 1% of the quarterly bill for each occasion of such failure in that quarter. This will be in addition to the node-wise penalty indicated above.
- 20 After the expiry of annual maintenance contract, it shall be optional for BSNL not to enter the AMC contract further with the contractor. In such circumstances the contractor will be bound to hand over the spare parts / sub assemblies / printed circuit boards etc., to BSNL. For this reason the bidder shall quote, in the bid the price of these parts / sub assemblies / PCBs to be paid by BSNL at that time. For the purpose of evaluation of tender sum of these prices will be discounted @ 12% per annum to arrive at the present price. However, if additional spare parts are needed the bidder shall supply them at the same rate. BSNL will have right to purchase spares in quantity, which are less or more than the quantity quoted by the contractor in the Bid.

If BSNL is not satisfied with the performance of the SUPPLIER during AMC it reserves the right to terminate the AMC during its currency, after giving three months notice to the supplier and in such an event the vendor will hand over all the spares as indicated above.

21. DISPUTES & ABITRATION:

- i) All disputes or differences arising out of or in connection with the present Contract, including the ones connected with the validity of the present Contract or any part thereof, shall be settled by bilateral discussions.
- ii) Any disputes, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question existis, will be referred to the Arbitration Tribunal consisting of three arbitrators.
- iii) Within sixty (60) days of the receipt of the said Notice, one arbitrator shall be nominated in writing by SELLER and one arbitrator shall be nominated by BUYER.
- iv) The third Arbitrator who shall act as Presiding Arbitrator of the Tribunal, to be appointed by the said two arbitrators appointed by the parties herein, within 30 days from the date of appointment of last of the such Arbitrator, failing which

- the third Arbitrator shall be appointed as per the provisions of the Arbitration & Conciliation Act, 1996 or any amendments thereof.
- v) The Arbitration Tribunal shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.
 - vi) The Arbitration proceedings shall be conducted in India under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
 - vii) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses of the third arbitrator shall be shared equally by the Seller and the Buyer.
 - viii) In the event of vacancy caused in the office of the arbitrators, the party which nominated such arbitrator shall be entitled to nominate another in his place and the arbitration proceedings shall continue from the stage they were left by the retiring arbitrator.
 - ix) Should a vacancy arise because any arbitrator dies, resigns, refuses to act or become incapable of acting, the vacancy should be filled within 30 days by the method by which that arbitrator was originally appointed, failing which the vacancy of the Arbitrator shall be filled under provisions Arbitration & Conciliation Act, 1996 or any amendment thereof.
 - x) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

22. SET OFF

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

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:

- 1. _____
- 2. _____

Appendix ' A' to the AMC

Details of Technical Support Centres

SL. No.	Location of Technical Support Center	Area / Stations Served	Postal Address	Telephone Numbers Minimum Two	Mobile Phone Numbers	FAX Number
1		1 2 3 4 5				
2						
3						
4						
5						
6						
7						

Appendix -B to the AMC

- 9 Date _____ Time _____
(of receiving the 2nd assistance over phone from Technical support center)
- 10 Details of Assistance received
- (Note: Add Additional Sheet if needed).
- 11 Was the fault restored by following the instructions given over phone?
A – YES _____ B - NO _____ (Tick whichever is applicable)
12. If Yes, record date & time of restoration & duration of fault:
Date _____ Time _____ (In hours & minutes)
Duration of Fault : _____ days _____ hours _____ minutes
- 13 Was the fault restored:
A – Partially _____ B-Fully _____ (Tick whichever is applicable)
- 14 If the fault is not restored or restored only partially, give details of observation:
- (Note: Add additional sheet if needed).
15. Note date & time of giving feed back vide S. No. 14 above to the Technical Support Centre:
- (Only in the event of partial / non restoration of faults)
- Date _____ Time _____ (In hours & minutes)
- 16 Date & Time of arrival of SUPPLIER's Expert at Site / Station of fault:
Date _____ Time _____ (In hours & minutes)
17. 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).
18. Date & Time of complete restoration of the system:
Date _____ Time _____ (In hours & minutes)
19. Total Duration of Fault: _____ days _____ hrs _____ minutes.

Appendix - B to the AMC

20. Remarks of Station in charge (if any):
-
- 21 Remarks of visiting engineer (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 boxes can be ticked against S.No. 3.2. Similarly observation of the local impact of fault may not be possible against S.No.5. The duty officer shall provide observation which are immediately available.
4. Date on percentage of services affected shall be made available by the supplier though NMS as provided under special conditions.

APPENDIX – C TO AMC
PROFORMA FOR HISTORY SHEET
(To be submitted by the Bidder)

APPENDIX – D
To AMC

AMC CHARGES
(To be filled up as per P.O)

SECTION – V

SCHEDULE OF REQUIREMENT

The details of equipment required for MLLN Systems

S.No.	Item	Total
1.	V MUX Type 0B	255
2.	V MUX Type 1B	1018
3.	VMUX Type 2B	2539
4.	VMUX Type 3B DC	4000
5.	VMUX Type 3B AC	421
6.	Racks for VMUX	3637
7.	DXC -64 ports expandable to 128 ports	135
8.	DXC -96 ports expandable to 128 ports	42
9.	DXC -128 ports expandable to 256 ports	59
10.	DXC -256 ports	16
11.	N*64 kbps NTU with V.35 Interface ,	68000
12.	n*64 kbps NTUs with G 703 interface Ethernet interface	8500
13.	N*64 kbps NTUs with Ethernet interface	6000
14.	NTUs with Ethernet interface 12 MB	8000
15.	NMS Data Base server upgrade/New	fill as required
	SAN switch	fill as required
	Tape Library	fill as required
	NMS storage (RAID) augmentation	fill as required
16.	Additional H/w & S/w for implementing the NMS augmentation/upgradation/new	Fill as required
17.	Additional H/w & S/w for implementing the Billing & Accounting/Web Self Care system augmentation/upgradation	Fill as required
18.	LAN Switch (middle range) addition/augmentation	Fill as required
19.	LAN Switch (Low range) addition/augmentation	Fill as required
20.	Additional H/w & S/W for grooming equipment needed for connecting ROTs to NMS sites	fill as required

21.	Laptops	252
22.	Local Operator terminals	8
23.	Remote Operator terminals	227
24.	Main printer at NMS site	2
25.	Remote Printer at ROT Sites	215
26.	UPS (1+1 Configuration) size to be filled	2
27.	Wiring tools for DXC	fill as required
28.	Wiring tool for VMUX	fill as required
29.	Documentation	fill as required

Note:

1. The bidder shall give details of PCBs / Modules contained in each of the above items along with the quantity & itemized price in a separate Annexure.
2. Separate charges for installation and commissioning, AMC to be given as a percentage.
3. Any other item not covered above but essential for successful completion of project should also be added in the price schedule and its details should be given in the separate Annexure.
4. In case it is found that any item not provided in the bid is needed for successful implementation of the project, will have to be supplied by the bidder free of cost.
5. Spares shall be quoted separately by the bidder.
6. The bidder is also required to quote for repair charges of cards/modules of all the network elements separately. These charges shall not be considered for evaluation of the bid.
7. Circle wise and city wise breakup of requirement will be provided subsequently.

SECTION – VI
TECHNICAL SPECIFICATIONS

Relevant technical specifications applicable for this tender are

Sl. No.	Item Description	Technical Specification No.
1.	Managed Leased Line Network (MLLN)	No. G/PDN-11/04, May 2004 with latest amendment, if any.
2.	Flexible (Versatile) Multiplexer	No. G/ANE-01/04, September 2004 with latest amendment, if any.
3.	64 Kb/s Cross Connect with 2048 Kb/s Access Ports	No. G/DTC-01/02, April 2003 with latest amendment, if any.
4.	Uninterrupted Power Supply (UPS)	No. G/UPS-01/03, May, 2006 with latest amendment, if any.
5.	LAN Switch	No. G/LSW – 01/02, October 2003 with latest amendment, if any.
6.	Routers	No. G/TCP-01/02, August 2003 with latest amendment, if any.

2. Bidders are required to give clause-by clause compliance of all the TEC specifications.
3. In case of any conflict in interpretation, the latest IETF documents shall hold precedence. Bidder shall submit, a statement of deviation with respect to IETF documents. In case there is no deviation a NIL deviation statement should be submitted.
4. The bidders or their collaborators may ensure that the specifications are purchased from the Telecom Engineering Centre, Khurshid Lai Bhavan, Janpath, New Delhi - 110 001.

SECTION VII
PART-I
BID FORM

Tender No. MM/CNO/092009/000375

Date 04.09.2009

To

DGM (MMT)
Bharat Sanchar Nigam Limited,
(Corporate Office)
2nd Floor, Bharat Sanchar Bhawan,
Janpath, New Delhi – 110 001.

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos.....the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, to commence deliveries within () months and to complete delivery of all the items specified in the contract within () months calculated from the date of issue of your advance purchase order.
3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
4. We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. 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.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.
8. We understand that the Bid document so submitted is the true copy of BSNL tender documents available on the BSNL website www.bsnl.co.in. Any deviation will result in the rejection of the bid.

Dated this day of 200

Name and Signature -----

In the capacity of -----

Duly authorised to sign the bid for and on behalf of

witness

Address

Signature

INTENTIONALLY LEFT BLANK

SECTION VII
PART II
Price Schedule for Indigenous Items
(A)

Sl. No.	Item description		Total Qty..		Ex-factory Price (Basic Unit Price exclusive of all levies & charges)		Excise Duty		Sales Tax		F.F.Pkg & I		Other levies & charges, if any		Unit Price (all inclusive (4+6+8+10+11))		Duties & Taxes CENVAT-able on unit price		Unit Price excluding Duties & Taxes CENVAT able (12-13)		Total Price Inclusive of all levies & charges excluding Duties & Taxes (3X14)		Discount offered, if any		Total discounted price excluding Duties & Taxes CENVAT-able (15-16)		E.D.Tarif Head		Import content		Percentage (%) of Customs duty		Customs Tariff Head	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21														

A	Equipment	Item	Total
1.	V MUX Type 0B	255	255
2.	V MUX Type 1B	1018	1018
3.	VMUX Type 2B	2539	2539
4.	VMUX Type 3B DC	4000	4000
5.	VMUX Type 3B AC	421	421
6.	Racks for VMUX	3637	3637
7.	DXC -64 ports expandable to 128 ports	135	135
8.	DXC -96 ports expandable to 128 ports	42	42

9.	DXC -128 ports expandable to 256 ports	59
10.	DXC -256 ports	16
11.	N*64 kbps NTU with V.35 Interface ,	68000
12.	n*64 kbps NTUs with G 703 interface Ethernet interface	8500
13.	N*64 kbps NTUs with Ethernet interface	6000
14.	NTUs with Ethernet interface 12 MB	8000
15.	NMS Data Base server upgrade/New	fill as required
	SAN switch	fill as required
	Tape Library	fill as required
	NMS storage (RAID) augmentation	fill as required
16.	Additional H/w & S/w for implementing the NMS augmentation/upgrade/new	Fill as required
17.	Additional H/w & S/w for implementing the Billing & Accounting/Web Self Care system augmentation/upgrade	Fill as required
18.	LAN Switch (middle range) addition/augmentation	Fill as required
19.	LAN Switch (Low range) addition/augmentation	Fill as required
20.	Additional H/w & S/W for grooming equipment needed for connecting ROTs to NMS sites	fill as required
21.	Laptops	252
22.	Local Operator terminals	8
23.	Remote Operator terminals	227
24.	Main printer at NMS site	2
25.	Remote Printer at ROT Sites	215
26.	UPS (1+1 Configuration) size to be filled	2
27.	Wiring tools for DXC	fill as required
28.	Wiring tool for VMUX	fill as required
29.	Documentation	fill as required

B	Installation & Commissioning Charges	
C	AMC charges per year for 5 years	
I	1st year AMC charges	
II	2nd year AMC charges	
III	3rd year AMC charges	
IV	4th year AMC charges	
V	5th year AMC charges	
D	TOTAL	

Note A

The quantities have to be indicated by the Bidder with detailed calculations

Note:- B

1. "We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the MODVAT SCHEME introduced w.e.f. 1st March 1986 and further extended on more items till date".
- 2.If Annual maintenance Contract charges are required to be quoted as per SOR, basic charges should be shown in column-4 & the service tax in column 11 & 13.
- 3."We hereby certify that E.D/Customs Tariff Head shown in column 18 /21 are correct & CENVAT Credit for the amount shown in column 13 above are admissible as per CENVAT Credit Rules 2004".
- 4.The bidder shall quote separately for hardware and software as per special conditions of the contract.
- 5.The bidder submitted the offer with concessional E.D/sales tax shall submit the proof of applicable concessional ED/Sales Tax

SECTION VII
PART II
Price Schedule for Imported Equipment
(B)

Sl. No.	Item description	Total Qty..	4A Ex-factory Price (Basic Unit Price exclusive of all levies & charges)	4B Unit price per Unit CIF	Custom Duty		Sales Tax		Pkg & Inland freight		11 Other levies & charges, if any	12 Price per Unit for site (all inclusive) (4B+6+8+10+11)	13 Duties & Taxes CENVAT-able on unit price	14 Unit Price excluding Duties & Taxes CENVAT able (12-13)	15 Total Price Inclusive of all levies & charges excluding Duties & Taxes (3X14)	16 Discount offered, if any	17 Total discounted price excluding Duties & Taxes CENVAT-able	18 Customs Tariff Head	
					5 %	6 Amt	7 %	8 Amt	9 %	10 Amt									
A. Equipment																			
S. No.	Item																	Total	
1.	V MUX Type 0B																		255
2.	V MUX Type 1B																		1018
3.	VMUX Type 2B																		2539
4.	VMUX Type 3B DC																		4000
5.	VMUX Type 3B AC																		421

6.	Racks for VMUX	3637
7.	DXC -64 ports expandable to 128 ports	135
8.	DXC -96 ports expandable to 128 ports	42
9.	DXC -128 ports expandable to 256 ports	59
10.	DXC -256 ports	16
11.	N*64 kbps NTU with V.35 Interface ,	68000
12.	n*64 kbps NTUs with G 703 interface Ethernet interface	8500
13.	N*64 kbps NTUs with Ethernet interface	6000
14.	NTUs with Ethernet interface 12 MB	8000
15.	NMS Data Base server upgrade/New	fill as required
	SAN switch	fill as required
	Tape Library	fill as required
	NMS storage (RAID) augmentation	fill as required
16.	Additional H/w & S/w for implementing the NMS augmentation/upgradation/new	Fill as required
17.	Additional H/w & S/w for implementing the Billing & Accounting/Web Self Care system augmentation/upgradation	Fill as required
18.	LAN Switch (middle range) addition/augmentation	Fill as required
19.	LAN Switch (Low range) addition/augmentation	Fill as required
20.	Additional H/w & S/W for grooming equipment needed for connecting ROTs to NMS sites	fill as required
21.	Laptops	252
22.	Local Operator terminals	8
23.	Remote Operator terminals	227
24.	Main printer at NMS site	2
25.	Remote Printer at ROT Sites	215
26.	UPS (1+1 Configuration) size to be filled	2
27.	Wiring tools for DXC	fill as required

28.	Wiring tool for VMUX	fill as required
29.	Documentation	fill as required
B.	Installation & Commissioning Charges	
C.	AMC charges per year for 5 years	
I	1st year AMC charges	
II	2nd year AMC charges	
III	3rd year AMC charges	
IV	4th year AMC charges	
V	5th year AMC charges	
D.	TOTAL	

Note A

The quantities have to be indicated by the Bidder with detailed calculations

Note:- B

1. "We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the MODVAT SCHEME introduced w.e.f. 1st March 1986 and further extended on more items till date".
2. If Annual maintenance Contract charges are required to be quoted as per SOR, basic charges should be shown in column-4B & the service tax in column 11 & 13.
3. "We hereby certify that E.D/Customs Tariff Head shown in column 18 are correct & CENVAT Credit for the amount shown in column 13 above are admissible as per CENVAT Credit Rules 2004".
4. The bidder shall quote separately for hardware and software as per special conditions of the contract.
5. The bidder submitted the offer with concessional E.D/sales tax shall submit the proof of applicable concessional ED/Sales Tax

SECTION VIII
BID SECURITY FORM

Whereas (hereinafter called “the Bidder”) has submitted its bid dated.....for the supply of vide Tender No. ----- dated ----- KNOW ALL MEN by these presents that WE OF having our registered office at(hereinafter called “the Bank”) are bound unto Bharat Sanchar Nigam Limited (hereinafter called “the Purchaser”) in the sum of Rs..... for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are :

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity

(a) fails or refuses to execute the Contract, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force as specified in clauses 12 and 28.2 of section II of the Bid Document upto and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority.

Name

Signed in Capacity of

Name & Signature of witness

Full address of Branch

Address of witness

Tel No. of Branch

Fax No. of Branch

SECTION IX

PERFORMANCE SECURITY GUARANTEE BOND

In consideration of the CMD, BSNL (hereinafter called 'BSNL') having agreed to exempt _____ (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/Advance Purchase Order No _____ dated _____ made between _____ and _____ for the supply of _____ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for _____ we, (name of the bank) _____ (hereinafter refer to as "the bank") at the request of _____ (contractor(s)) do hereby undertake to pay to the BSNL an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by BSNL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the BSNL by reason of breach by the said contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of 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 _____.

3. We under take to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending 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 contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ (office/Department) BSNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of TWO/TWO AND HALF/THREE YEARS (as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) _____ further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(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 Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said Contractor(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. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).
7. We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

Dated the _____ day of _____
for _____
(indicate the name of bank)

SECTION X
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach (MMT) before date of bid opening)

To

The DGM (MMT),
Bharat Sanchar Nigam Limited,
(Corporate Office),
2nd Floor, Bharat Sanchar Bhawan,
Janpath, New Delhi – 110 001

Subject : Authorisation for attending bid opening on
_____ (date) in the Tender of
_____.

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

Order of Preference	Name	Specimen Signatures
---------------------	------	---------------------

I.

II.

Alternate
Representative

Signatures of bidder

Or

Officer authorized to sign the bid
Documents on behalf of the bidder.

Note : 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

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

Appendix-A
Model Amendment Letter Intimating Conditions for Extension of Delivery Period

Registered Acknowledgement Due

Address of the purchaser

To
M/s
.....

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

Ref : Your letter no..... dated

You have failed to deliver the goods/ entire quantity of the goods/ execution/ installation/ commissioning of the entire project within the contract delivery period/ delivery period as agreed schedule or last extended up to _____. In your above referred letter, you have asked for extension/ further extension of time for delivery/ execution/ installation/ commissioning. In view of the circumstances stated in your above referred letter, the time of delivery can be extended from _____ (original/ last delivery period) to _____ (presently agreed delivery period) subject to your unconditional acceptance of the following terms and conditions:

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

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

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

zzz Original delivery date or the last extended/ re-fixed delivery period (as the case may be)
NB : The entries which are not applicable for the case under consideration are to be deleted.

Appendix-B
Model Amendment Letter for Extension of Delivery Period

Registered Acknowledgement Due

Address of the purchaser

M/s

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

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

You have failed to deliver the goods/ entire quantity of the goods/ execution/ installation/ commissioning of the entire project within the contract delivery period/ delivery period as agreed schedule or last extended up to _____. In your above letter under reference (1), you have asked for extension/ further extension of time for delivery/ execution/ installation/ commissioning. The terms and conditions for extension of delivery period were conveyed to you vide this office letter under reference (2). In view of the circumstances stated in your above referred letter, and upon your unconditional acceptance of the terms and conditions of this extension vide your letter under reference (3), the time of delivery is hereby extended from _____ (last delivery period) to _____ (presently agreed delivery period) on the terms and conditions in letter under reference (2) above and agreed by you vide letter under reference (3) i.e.:

- (a) Liquidated damages shall be levied in accordance with agreed clause 16.2 Section III of terms and conditions of the tender/ PO.
- (b) Notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after zzz shall be admissible on such of the said goods as are delivered after the said date as per clause 12 Section III.
- (c) The prices during this extended delivery period shall be provisional and shall be governed as per clauses 12 and 24 of Section III and shall be finalized in accordance with current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no.) from the date of its opening, on whichever is lower basis.

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

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

Copy to :
.....
.....
.....

(All concerned)

zzz Original delivery date or the last unconditionally re-fixed delivery date (as the case may be)

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

INTEGRITY PACT

Between

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

and

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

Preamble

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

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

Section 1 – Commitments of the Principal

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

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

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

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

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

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

- (1) The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

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

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

Section 5 – Previous transgression

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

(ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedure.

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

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

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

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

Section 8 – External Independent Monitor/Monitors

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

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

1. **This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document / contract shall not be applicable for any issue /dispute arising under Integrity Pact.**
2. **Changes and supplements as well as termination notices need to be made in writing.**
3. **If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.**

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

For the Bidder/Contractor

Place.....

Witness 1 :

Date

Witness 2 :

THE END

