

O/o. General Manager
Nodal Centre-South Zone,
III Floor, Amenity Block,
New CTO Compound,
Cantonment, Trichy-620001
Ph: 0431-2400744



भारत संचार निगम लिमिटेड
(भारत सरकार का उद्योग)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

File No. TNSZBC-11/12(20)/3/2023-ADMIN and PLG – CM NODAL SZ dated at Trichy the 11-09-2023

Corrigendum – 2

Ref: E-TENDER REFERENCE NO. 2023_BSNL_165313_1 Dt: 22.08.2023
NIT No: No: TNSZBC-11/12(20)/3/2023- CM NODAL SZ Dated 22.08.2023

Pl refer the above cited e-tender for Engagement of Auditing organizations / agencies for external Audit for Technical & Functional Aspects of Zonal Interconnect Billing (Installed at four Zones Nodal centres) in BSNL Telecom Network(s). The below mentioned is date corrigendum issued with the approval of competent authority and it will become part of the tender.

Last date and Time of Submission of Tender bids: 20.09.2023 13.00 Hrs

Date and Time of Opening of Tender bids: 21.09.2023 15.00 Hrs

AGM (Admn & Plng)
O/o GM (Nodal) SZ Nodal Centre
Trichy -01

भारत संचार निगम लिमिटेड
BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

Office of the General Manager,
South Zone Nodal Centre,
Trichy

BID DOCUMENT

For

EOI for Engagement of Auditing organizations / agencies for external Audit for Technical & Functional Aspects of Zonal ICB (Interconnect Billing) (Installed at four Zonal Nodal centres) in BSNL Telecom Network(s).

Tender No File No. TNSZBC-11/12(20)/3/2023-ADMIN and PLG – CM NODAL SZ dated at Trichy, the 22-08-2023

Estimate Amount Rs (approx)	Cost of tender for Rs (incl. of GST)	EMD Rs.	Last Date & time of submission of Bid	Date & time of online Bid opening
Rs. 20,00,000/-	Rs. 590/-	Rs 1,00,000/-	13.00 hrs of 11/09/2023	15.00 hrs of 12/09/2023

Asst. General Manager (Admin & Plg)
Office of the General Manager, South Zone Nodal Centre,
Bharathidhasan Salai, Cantonment,
Trichy – 620 001.
Tel No.: 0431-2400744

E-mail: szagmadminplg@bsnl.co.in , sdeplgsznodal@bsnl.co.in

Website: www.bsnl.co.in

O/o. General Manager
Nodal Centre - South Zone
II Floor, Amenity Block,
Cantonment, Trichy - 1
Ph: 0431-241 3399



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

Sub: - NIT for Engagement of Auditing organizations / agencies for external Audit for Technical & Functional Aspects of Zonal Interconnect Billing (Installed at four Zones Nodal centres) in BSNL Telecom Network(s).

Tender No : TNSZBC-11/12(20)/3/2023-ADMN and PLG - CM NODAL SZ issued on Dated:10.08.2023

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

Section No.	Item	Page No.
1	Detailed NIT	3
2	Tender Information	7
3	Scope of work	9
4 Part A	General Instructions to Bidders (GIB)	17
4 Part B	Special Instructions to Bidders (SIB)	39
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5 Part A	General (Commercial) Conditions of Contract (GCC)	43
5 Part B	Special (Commercial) Conditions of Contract (SCC)	55
6 Part A	Undertaking & declaration	61
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8	Bidder's profile & Questionnaire.	68
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10	Draft Agreement with reference to Security Requirements	73
11	Format of Non-disclosure Agreement (NDA)	83
12	Annexures I, II & III	89

If interested, kindly submit your offers through online bids via the E-Tendering Process specified at the portal [<https://etenders.gov.in/e procure/app>] under the heading 'Special Instructions to Bidders for E-Tendering' before 13:00 hrs on 11/09/2023.

Assistant General Manager (Admin & Plg)
Phone: 0431-2400744
Email : szagmadminplg@bsnl.co.in

SECTION-1

Detailed NOTICE INVITING E-TENDER (DNIT)

1. Introduction / Purpose:

BSNL is a Government of India-owned telecom service provider Company and is offering Telecom Services i.e., Fixed, Wireless (GSM, 3G, 4G, etc.), and Broadband, leased lines, IN, etc. to its retail and Enterprise customers in India.

ICB (Interconnect Billing) system is used to process CDRs for IUC (Interconnect Usage Charges) Billing. This system is connected to mediation server for collecting CDRs of various nodes like MSC, GMSC and SMSC. It also collects SMS CDRs from MVNO (Mobile Virtual Network Operator). It has MNP Data which is used for segregating MT CDRs operator wise for reckoning Invoices. The MO CDRs are segregated operator wise based on LRN which will be used for reconciling the count submitted by other operators. IUC Invoices are getting generated through this system. The required reports are disseminated for cross checking Invoices submitted by other operators.

Presently BSNL is conducting internal audit across zones for various functional, technical & revenue assurance aspect. Now BSNL aims to conduct an external Audit of ICB, keeping in view functional & technical reviews and other considerations. Auditors must verify the existing working of ICB against the industry standards and best practices and suggest necessary improvements if required. The Auditor must utilize the industry standard methodologies, and best practices for functional & Technical audits. The Scope of the Audit should not be limited to the few tests but it must include mechanisms for discovery of all known vulnerabilities.

In view of above, on behalf of CGM BSNL TN Circle, digitally sealed online tenders/bids are invited, **through the e-Tendering Process-**

S. No.	Name of the Work	Earnest Money for the tender
1	FUNCTIONAL & TECHNICAL AUDIT OF ICB OF BSNL FOUR ZONES.	Rs.1,00,000

2. Sale of Tender Document:

2.1 As this Tender Document is NDA protected & shall be following the e-Tendering Process, only Detailed NIT along with Proforma for Non-Disclosure Agreement (“NDA”) is available on the BSNL Web site <https://bsnl.co.in> following the link “Tenders”.

2.2 Detailed Tender Document shall be made available to bidders only after submission of following to tender inviting officer AGM(Admin & Plg):

- (i) Tender fee (non-refundable) of **Rs.500/- (Five Hundred only) plus 18% GST [i.e., Rs.590/-]** in the form of crossed demand draft / Pay Order, drawn on any Nationalized/scheduled bank, in favour of “AO CASH TN Circle Chennai” payable at Chennai.
- (ii) Non-Disclosure Agreement (NDA) (as provided in DNIT) duly stamped and signed by the authorized signatory.

For online bid submission, a bidder is required to register compulsorily on the E-tender <https://etenders.gov.in/eprocure/app> and upload the scanned copy of NDA, already submitted as

per para (ii) above on E-tender portal. Subsequently, the prospective Bidder will be authorized by AGM (Admin & Plg) BSNL South Zone Nodal Centre, Trichy to access/download the tender document from the E-tendering portal and for online bidding process.

2.3 The Tender document shall not be available for download from e-tender portal, on bid submission end date.

3. e-Tendering Process

BSNL has decided to use the e-Tendering Process for inviting Bids for this Tender and thus the paper copy of the Tender would not be provided and only soft copy of tender enquiry document will be provided. The special instructions to Bidders for e-Tendering are provided in Section 4-Part C of this Tender.

4. Eligibility Criteria

4.1 In order to qualify as a Bidder, a prospective Bidder shall fulfil the following eligibility criteria:

(i) The bidder should be an Indian registered Company / LLP / Firm/ Society under the applicable Company /LLP/ Firm/Societies registration Acts as the case may be.

Government Departments & R&D bodies not falling in any of above categories are not required to comply aforesaid eligibility criteria.

(ii) The bidder should have average Annual Turnover of at least Rs. 30,00,000 during the last three financial years i.e. 2020-21, 2021-22 & 2022-23 or for FY 2019-20, 2020-21 and 2021-22

(iii) The bidder must have experience of having successful completed external audit of functional /Technical nature of IT systems for telecom operators, financial institutes or TRAI during last 7 years (2015-2016 to 2022-2023) as per either of the following:

1) Three works each costing not less than the amount equal to Rs.13 Lakhs

Or

2) Two works each costing not less than the amount equal to Rs.16 Lakhs

Or

3) One work costing not less than the amount equal to Rs.26 Lakhs.

The bidder must produce a satisfactory completion certificate and supporting document from the clients' containing details of network/system audited scope of audit and date of completion of service establishing fulfilment of above-mentioned experience. Experience certificate should be issued by officer not below the rank of DGM in case of BSNL/DOT/PSUs [State/Centre] or similar certificate issued by competent authority i.e. CTO (Chief Technical Officer)/Project Manager/Area Manager/Regional Manager of the company. The bidder should not be blacklisted by GST authorities. A declaration for the same shall be submitted.

(iv) The bidder should have valid Goods and Service TAX Registration Certificate. GST number(s) should be provided as annexure.

(v) The bidder should possess a valid PAN.

(vi) The bidder should not have partnership / equity stake of more than 5% with any Telecom Service Provider (except MTNL). An undertaking in this regard should be submitted along with the bid. A declaration for the same shall be submitted.

4.2 The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their bid. All documents submitted will also be self-attested by the bidder. Bids of bidders which do not meet aforesaid eligibility criteria, shall not be further evaluated technically or commercially.

5. Bid Security / EMD:

5.1 The Bidder shall furnish the Bid Security in any of the following ways:

- (i) Demand Draft/ Pay Order drawn in favour of AO CASH TN Circle Chennai.
- (ii) Bank Guarantee from a Nationalised/Scheduled bank (except co-operative bank) drawn in favour of AO (CASH) BSNL Chennai which should be valid for **180** days from the Bid Opening Date.

Name of the Bank: Punjab National Bank, Mylapore

Account Name: AO CASH TN Circle Chennai

Account Number: 4386002100014658

IFSC Code: PUNB0438600

5.2 The Micro and Small Enterprises (MSE) units shall be considered for exemption from submission of Tender Fee & Bid Security deposit on production of requisite proof from MSME designated bodies like NSIC, UAM etc., in respect of valid certification from MSME for the tendered item / similar service(s). The similar services shall mean Information security auditing, risk assessment, VAPT.

6. Last Date & Time of Submission of Bid:

6.1 The date and time for submission of the Bid is 11/09/2023 (13:00 Hrs) ("**Bid Closing Date**")

6.2 In case the Bid Closing Date is declared to be a holiday, the Bid Closing Date will automatically get shifted to next working day at the same scheduled time. Any change in Bid Opening Date due to any other unavoidable reason will be intimated to all the Bidders separately.

7. Bid Opening Date: After 15:00 Hours of 12/09/2023.

8. Place of opening of Bids:

8.1 The tenders shall be opened through 'Tender Opening Event (TOE). BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Tender Opening Event (TOE) from the comfort of their offices. Kindly refer clause 8 of Section 4 Part C of Tender document for further instructions.

However, if necessary, the authorized representatives of Bidders can attend the Tender/ EOI opening physically at the AGM (Admin & Plg), 2nd floor, O/o General Manager, 4 Bharathidasan Salai, Cantonment, BSNL, Trichy – 620 001

9. Non-acceptance of Bids

Except as otherwise provided in the Tender, Bids received after the Bid Closing Date will not be accepted.

10. Rejection of Bids

10.1 Incomplete, ambiguous, conditional, illegible bids are liable to be rejected.

10.2 THE CGM BSNL TN Circle Chennai reserves the right to accept or reject any or all Bids without assigning any reason and is not bound to accept the lowest tender.

11. Submission of acceptance of all terms & conditions of Tender document

11.1 The Bidder shall furnish a declaration & undertaking under his signature as a part of submission of Bid as per Section 6 Part A of tender document.

11.2 In case of any correction/ addition/ alteration/ omission in the Tender submitted as a part of the submission of Bid, the Bid shall be treated as non-responsive and shall be rejected summarily.

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

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

Section- 2 Tender Information

1. Type of tender:

The Tender shall follow single stage bidding and two stage opening using two electronic envelopes.

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

Note: E-reverse auction is not applicable for this tender.

2. Period of Validity of Bids

2.1 Bids shall remain valid for 150 days from the Bid Opening Date prescribed by the Purchaser pursuant to Clause 13 of Section 4 Part A. Any Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

2.2 In exceptional circumstances, the Purchaser may request the consent of the Bidder for an extension to the Bid Validity Period. The request and the response thereto shall be made in writing. The Bid Security provided under Clause-5 of Section 1 shall also be suitably extended. It is clarified that a Bidder accepting the request for extension of Bid Validity Period will not be permitted to modify its Bid.

3. Documents supporting the Bid

The first electronic envelope (Envelope-1) will be named as techno-commercial & will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2nd electronic envelope (Envelope-2) will be named as financial envelope containing financial quote. These envelopes shall contain one set of the documents as given below -

- a) **Techno-commercial electronic envelope** (called electronic technical envelope on e-tender portal) shall broadly contain following: -
- (i) Scanned copy of EMD or relevant certificate claiming exemption if any
 - (ii) Scanned copy of payment towards Cost of the tender documents i.e., tender fee or relevant certificate claiming exemption if any
 - (iii) Nil Deviation Statement as per Clause 11.3 of Section 4 Part A
 - (iv) Bidder's Profile & Questionnaire duly filled & signed.
 - (v) Undertaking & declaration as per section 6 Part A duly filled & signed
 - (vi) Tender/ Bid form- Section 9 Part A.
 - (vii) Tender Acceptance Letter as per Annexure I.
 - (viii) The list containing number of professionals employed along with their qualifications/ certifications in the format attached as **Annexure-II**.
 - (ix) Self-declaration along with supporting evidence that the bidder is not blacklisted by GST Authorities.
 - (x) Documents stated in clause 10 Section - 4 Part - A
- b) **Financial electronic envelope** shall contain:

- (i) Price Schedule duly filled (both in PDF and Excel format) as per format given in (Section 9 Part-B) with all relevant bid annexure.

Note: 1- In case there is any discrepancy between the information entered in the excel format and that as per the scanned copy of signed and stamped PDF document [financial bid (Section- 9 Part B)] uploaded on CPP Portal then information as per the uploaded document [financial bid (Section- 9 Part B)] shall prevail over the information entered in the excel format.

Note 2:- Offline Documents submission:- The following documents are to be mandatorily submitted offline (physically), to AGM (Admin & Plg), 3rd floor, Amenity Block, Cantonment BSNL, Trichy – 620 001 on or before date and time of bid closing in a sealed envelope- 3.

- (i) EMD – Bid security (original copy) if submitted in the form of Bank Guarantee. In case online payment is done as per clause the 5.1(c) Section-1 Part-A, then the proof of payment shall be submitted online only.
- (ii) Tender Fee (Original copy) if submitted in the form of DD/ Banker’s Cheque or Cash Receipt from AO CASH TN Circle Chennai. In case online payment is done as per the clause 2.2 Section-1 Part-A, then the proof of payment shall be submitted online only.
- (iii) All Micro and Small Enterprise (MSE) bidders should submit their valid Udyam Registration Certificate in the online bid only for availing exemption from submission of EMD/ Tender Fee. In case the valid Udyam Registration Certificate is not found in the online bid, the bid shall be rejected at the Tender opening stage itself.

Note 3: The envelope shall bear the Tender number, name of tender and the phrase: “Do Not Open Before _____(due date & time of opening of Tender)”.

4. Delivery Schedule

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

5. Payment terms

The payment terms have been provided at SECTION - 5 PART B.

All statutory taxes as applicable shall be deducted at source before payment.

6. Verification of Eligibility Criteria Documents.

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

SECTION- 3 PART A

SCOPE OF WORK

1. BSNL proposes to conduct Technical & Functional Audit for its Zonal Interconnect Billing (ICB) used for its mobile service. Following are the Nodal centres where ICB Nodal equipment is installed and caters to the Corresponding circles mentioned below. Audit of ICB application/system shall be conducted at each Nodal Centre.

Nodal Centre	BSNL Circles
EZBC, Kolkata	Andaman & Nicobar, Assam, Bihar, Kolkata Telecom District, Jharkhand, North East I & North East II, Odessa, West Bengal.
NZBC, Chandigarh	Himachal Pradesh, Haryana, Jammu & Kashmir, Punjab, Rajasthan, UP East, UP West, Uttaranchal.
WZBC, Pune	Gujarat, Maharashtra, Madhya Pradesh, Chhattisgarh.
SZBC, Trichy	Andhra Pradesh, Telangana, Kerala, Karnataka, Tamil Nadu, Chennai Telecom District.

2. Typical Architecture of ICB System of South Zone

In Telecom networks a call between a caller and a called party may originate and terminate in the home network. Also, there are cases when the call originates in the home network but terminates in another network; in such cases, the home network operator sends/receives voice calls, messages, and data to/from other operators. If the calling party and called party are within the home network then the telecom operator can complete the call without depending on external operators' networks. If calling and called parties are from different networks; or, subscribers from the home network are roaming in different networks, then to complete the call, resources of an external operator's network will be used. In such cases part of the call charges will be shared between the home network operator and the external network operator whose resource was used to complete the call.

When calls are carried by an external operator, an interconnect or inter-carrier charges and billing process will need to be in place between operators. Interconnect charges are calculated with any combination of Termination Charges, Carrying Charges, and Access Deficit Charges (ADC). The interconnect charging and settlement fees are calculated based on the usage information derived from gateway switches at the point of interconnection (POI).

As mentioned, inter-carrier charges are calculated based on usage data gathered at the point of interconnection. Outgoing SMS is routed through the SMSC (SMS Centre). Therefore, Incoming and Outgoing SMS CDR's are taken from MSC/SMSC CDR Files. Reports generated for SMS contains SMS counts only, under various categories; and it does not include associated charges.

R-Connect system from SRIT handles multiple inter-connect agreements and offers sophisticated auto-reconciliation features. The system can:

- Generate invoice for the calls delivered by another operator
- Validate/Check/Reconcile the invoices generated by other operators
- Generate summarized statement (net settlement between two operators)
- Generate customized reports as per the operator's requirement
- Generate reports as required by the regulatory authorities

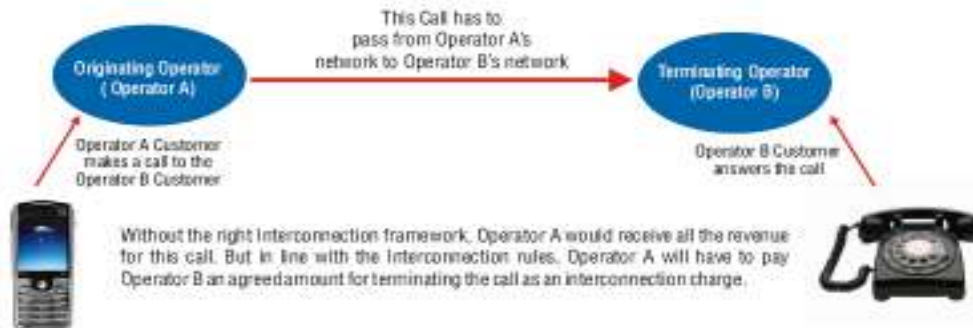


Figure 1: Call path between two subscribers

3. System Functional Architecture

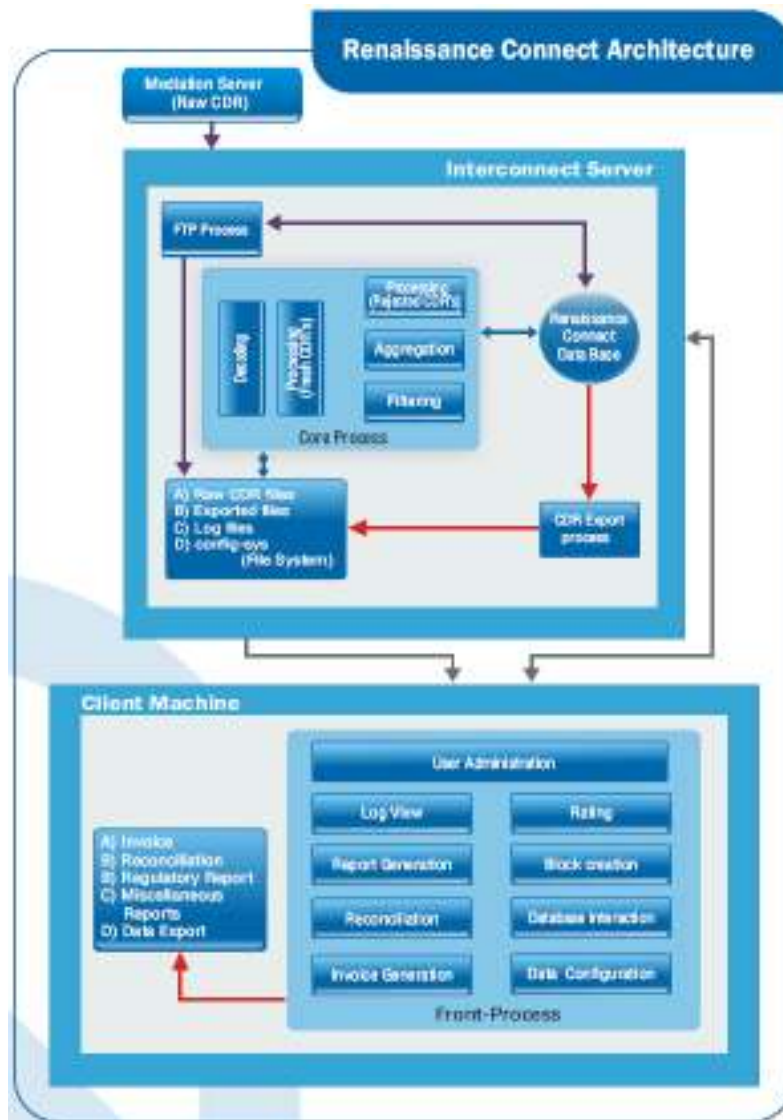


Figure 2: R-Connect System Architecture

1. Data Collection

Data collection is done by Mediation Server. The application system at Mediation collects data from various MSCs and then dumps in the "tertiary" folder of the MS. Then the CDR's file will be pushed to ICB Server for further processing.

2. Inputs CDR's

Input CDR Files (ASCII Format) is currently pushed by the existing mediation system to our application server for further activities.

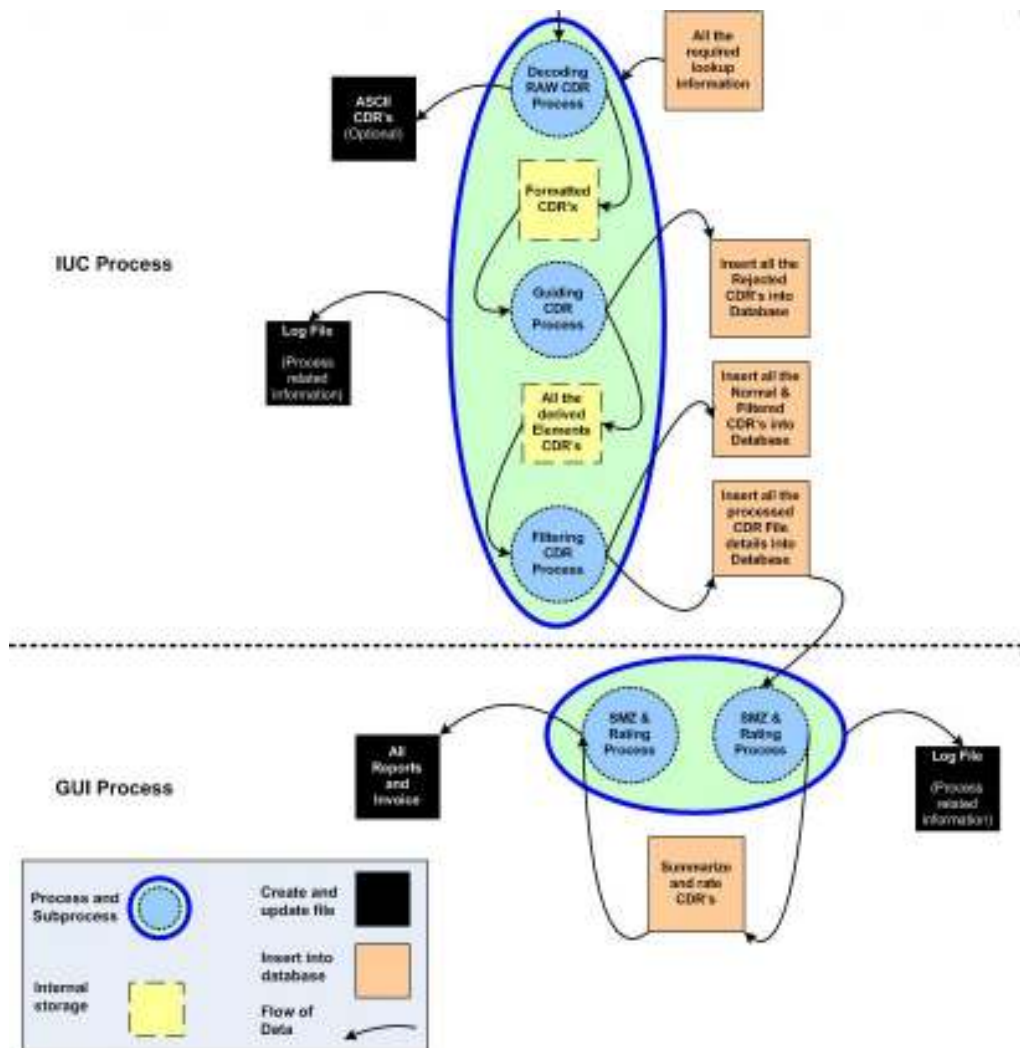


Figure 3: R-Connect Data Flow Diagram

3. Decoding

If the system reads binary CDR files, then, based on the predefined criteria and type of the Network Element, it automatically invokes the appropriate decoder module to convert and formats the file to a standard system readable format. In all other scenarios, the system just formats the CDR's and hands over to the next module

4. Guiding and Rating

Next step is to derive various parameters like POI, Operator, Distance band, service etc based on basic inputs like calling number, called number, trunk, timestamp etc. Based on the derived parameters, actual "Business Logics" are applied and final sets of parameters are derived, which will indicate the rating elements.

5. Population of CDRs

During the above procedure if some mandatory information is not configured in database then such CDR's are pushed to the rejected bucket, and if otherwise, into the successful bucket (database tables)

Export CDR Process, will extract CDR's from the database and convert them into flat text files. Backend Control Unit is the one point control for backend application. This process will control all the start and stop actions of the backend application. This will be interfaced to the GUI to control backend activities.

6. GUI Interface

Apart from interacting and providing services to end-users, the major purpose of the GUI is to easily update and configure the references data, summarize CDR data, apply rating elements (rate, re-rate, discount and tax) and, most importantly, bill generation and reconciliation.

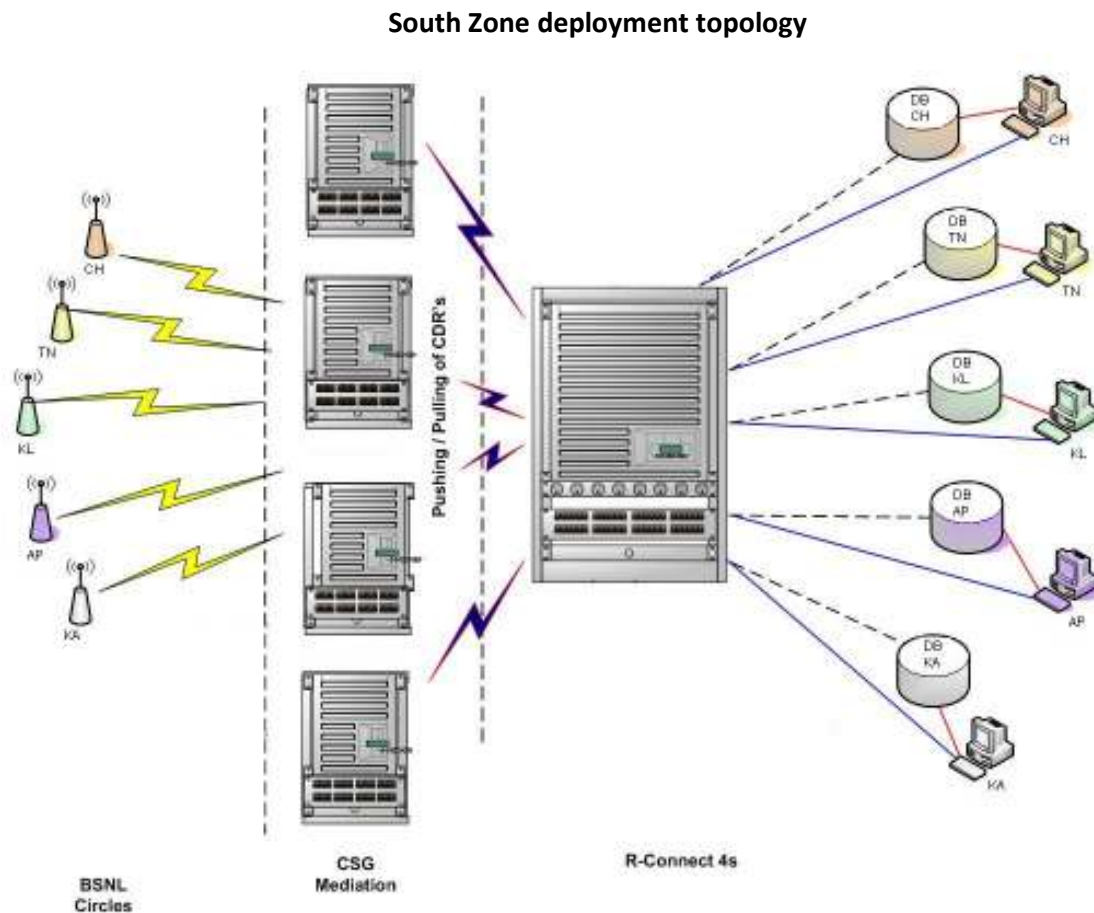


Figure 4: South Zone deployment topology.

4. Location of the ICB system in all four Zones :

Zone (Nodal Centre)	ICB Server Location
East Zone	Kolkata, West Bengal
North Zone	Chandigarh, Punjab
West Zone	Pune, Maharashtra
South Zone	Trichy, Tamil Nadu

5. Hardware details of ICB Server :

System Audit - ICB Hardware Details				
Hardware & Software Particulars	South Zone	North Zone	West zone	East zone
Hardware Model	ORACLE SPARC M9000	HPE Integrity Superdome 2	ORACLE SPARC M10-4S	Intel(R) Itanium 2 9100 series
Hardware Architecture	SPARC	IA64	SPARC 64	ia64 HP superdome server SD32B
OS Version	Solaris 10 (SPARC)	HP UX 11.31	Solaris 11(SPARC)	HP-UX 11.23
Memory	192 GB	153 GB	128GB	144 GB
Core	48	16 Core	32	18
Total Capacity	39 TB	40 TB	41 TB	27 TB
VXVM Version	6	5.1		4.1
SSH	11.10.0	OpenSSH_6.2p2	Sun SSH version 2.4	SSH protocol version 2, OpenSSH version 4.7
Java	1.6	1.6	1.7	1.6
Data base version	ORACLE 10g	Oracle 10.2	ORACLE 12C	Oracle 10g

6. Scope of work of functional and technical audit of the ICB System.

System Audit in ICB System covers the following aspects:

- A. **Functional Review:** The objective of the system audit is to conduct a post-implementation audit of various processes of the BSNL ICB systems and other peripheral applications, and in-house developed applications to meet management requirements to bridge the gaps between business risks, control needs, and technical issues.
- B. **Technical Review:** Vulnerability Assessment of Server, Network Devices and user system, penetration testing to test the security robustness. Perimeter devices and resources accessible from Public Network; Security Test of systems/application.

Tasks to be performed for system audits

- A. **Functional control assessment:**
1. Perform transaction walk-through study of business process mapping in ICB systems/applications,
 2. Understand data & documents flow in ICB System ,
 3. Understand the control requirements as per the leading business practices as well as BSNL-specific requirements in ICB system.
 4. Identifying automated control & testing in ICB System
 - i. Configuration controls ,
 - ii. Master data controls
 - iii. Business process automated controls,
 - iv. IT General Controls (Access provisioning, change management, computer operations),
 - v. Various Reports ,
 - vi. Interface & integration
 - vii. Customizations
 5. Perform a review of the ICB application as identified controls.
 - i. Review of user/authorization management.
 - ii. Review of the change management process.
 - iii. Identified the gaps & provide recommendations.
- B. **Technical assessments:**
1. Review of architecture for BSNL ICB System
 2. Check of configuration of various parameters in BSNL ICB System
 3. Review of environmental controls in BSNL ICB System
 4. Review physical and logical access controls & assess the vulnerability of the network from unauthorized users,
 5. Review of procedures followed across the data center, covering change management, user management, & authorization, physical & environmental controls, backup management, patch management, incident management, the configuration of security measures & problem management.
 6. Review of network Architecture.
 7. Review of all trunk groups defined on the various MSCs and ICB billing system.
 8. Review of destination codes configured on the interconnect billing system.
 9. Review of CDRs in mediation and ICB billing system.

Methodology:

To conduct the system audit following methodology may be adopted:

Phase I: Evaluation

1. Initiate & plan:

- i. Obtain an understanding of application functionality & Architecture of BSNL ICB,
- ii. Collection application user manuals, standards, process manuals & documents,
- iii. Obtain an understanding of network architecture & design of BSNL ICB,
- iv. Collection of configuration documents for network elements, the database for BSNL ICB,
- v. Obtain an understanding of IT Policies & procedures, ISMS, chain management, access management

2. Assess:

- i. Conduct functionality review of core & allied modules,
- ii. Conduct IT general controls, review for core and allied modules,
- iii. Conduct VA and PT of ICB infrastructure.
- iv. Review of security configurations and verification.
- v. Conduct security review as per OWASP guidelines.

3. Reporting:

- i. Discusses observations with respective stakeholders,
- ii. Submit a draft review report on gaps identified & recommendations.
- iii. Obtain management comments.
- iv. Submit final review report on gaps identified and recommendations.

Phase II: Revalidation, final report & closure:

- i. Obtain an understanding of recommendations implemented for identified gaps,
- ii. Validation of the implemented reformatations,
- iii. Consolidate information, review the report & complete engagement.

SECTION-4 Part A

General Instructions to Bidders

1. DEFINITIONS

- a. "The Purchaser" means the Bharat Sanchar Nigam Ltd. (BSNL).
- b. "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- c. "The Supplier" or "The Vendor" or "The Auditor" means the individual or firm supplying the goods / services 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 Services" means all activities required for conducting Network Security Audit as defined in 'Scope of Work' and terms & conditions of this document.
- f. "The Advance Work Order" or "Letter of Intent" means the intention of Purchaser to place the Work Order on the bidder.
- g. "The Work 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 Work order shall be deemed as "Contract" appearing in the document.
- h. "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- i. "Telecom Service Provider" means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- j. "Successful Bidder(s)" means the bidder(s) to whom work in this tender is awarded.
- k. "Applicable Laws" shall mean any law, statute, ordinance, rule, regulation, guideline, policy or other pronouncement having the effect of law of any Governmental Authority, as interpreted and administered including any modifications or amendments thereto.
- l. "Bids" shall mean the response to the Tender to be submitted by the Bidder to BSNL in accordance with the provisions of this Tender on or before the Bid Closing Date.
- m. "Circle" shall mean a telecom circle within the Territory, as specified by the Department of Telecommunication, Government of India; or field units in the hierarchy of BSNL.
- n. "Contract" shall mean the Work Order along with supporting documentation to be placed upon the Supplier by the Purchaser after the Performance Security and unconditional unequivocal acceptance of AWO has been received by the Purchaser from the Supplier.
- o. "Existing OEM (s)" shall mean vendors from whom various network equipment has been purchased under previous contracts by BSNL.
- p. "E-Tendering Portal" or "Portal" shall mean <https://etenders.gov.in/eprocure/app>.
- q. "Documentation" shall mean the description documents, general instruction(s), drawings, diagrams and any other written material including electronic material (such as in the form of CD-ROM or other electronic media) for Network Security Audit activities, in the English language only,

and in Supplier's standard formats that the Auditing agency has provided/ shall provide to BSNL.

- r. "DOT" or "DoT" shall mean the Department of Telecommunications, Government of India.
- s. "Governmental Authority" shall mean any governmental authority, statutory authority, government department, ministry, secretariat, agency, commission, board, tribunal, court or other law, rule or regulation making body/ entity having or purporting to have jurisdiction on behalf of the Republic of India or any other government having or purporting to have jurisdiction over a Party, or any state or other subdivision thereof or any municipality, district or other subdivision thereof including, without limitation, the Chairman, Department of Telecommunications, Ministry of Communications, Government of India and/or any other telecom regulatory authority, including Telecom Engineering Center, having competent jurisdiction; and/or Chairman, Telecom Regulatory Authority of India, and includes any officer empowered by them to perform all or any of the functions of such a governmental authority.
- t. "LSA" or "Licensed Service Area" shall mean the specified territorial telecom circle bounded by the geographical limits within which the TSPs is licensed to operate and offer the service within the Territory.
- u. "Licenses" shall mean the Licenses which have been granted by the DoT to TSPs.
- v. "NDA" or "Non-Disclosure Agreement" shall mean the Non-Disclosure Agreement as per the format to be provided by BSNL pursuant to the provisions of Clause 2.2(ii) Section – 1 to be executed between the Bidder and BSNL, prior to the downloading of the Tender Document.
- w. "Parties" shall refer to the Purchaser and the Supplier / Auditing organization collectively and the term Party shall be construed in the singular.
- x. "Territory" shall mean the Republic of India.
- y. "TOE" shall mean the Online Tender Opening Event as per Clause 8 of section 4 Part C

2. ELIGIBILITY CONDITIONS:

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

3. COST OF BIDDING

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

4. Composition of the Tender Document

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

5. CLARIFICATION OF BID DOCUMENTS

- 5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by Email to the Purchaser as 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 within 7 days

from date of issue of DNIT i.e. by 29/08/2023. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be communicated through e-tender portal to all the prospective bidders, who have procured the bid documents.

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

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

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

6. AMENDMENT OF BID DOCUMENTS

- 6.1 The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.
- 6.2 The amendments shall be notified in writing by corrigendum/Addendum through e-tendering portal (for tenders invited through e-tendering process) or by Email to all prospective bidders on the Email 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.

7. DOCUMENTS COMPRISING THE BID

- 7.1 The bid prepared by the bidder shall ensure availability of the documents mentioned in clause 3 Section 2.
- 7.2 It is reiterated that the Bid shall be in English language. All correspondence and documents relating to the Tender Document exchanged between the Bidder and the Purchaser shall also be in English language. However any technical document/ literature etc. printed in a language other than English shall be accompanied by its true English translation duly signed by the Bidder for its correctness. Any document submitted with the Bid but not in English language shall not be treated as part of the Bid. The responsibility for the correctness of the translations if any solely rests on the Bidder and the Purchaser shall not be responsible for any loss/likely loss arising out of error in translation whatsoever. In such cases, for the purpose of interpretation of the Bid, the English translation shall prevail

8. BID FORM

- 8.1 The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods or services to be supplied and prices as per section- 9.

9. BID PRICES

- 9.1 The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. Goods & Services Tax etc. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the goods / services it proposes to supply under the contract as per the price schedule given in Section 9 Part B. 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:
- (a) The supplier shall quote as per price schedule given in Section 9 Part B for the item(s)/ Network(s) for which the bidder intends to submit bid.
 - (b) The Basic Unit price for the tendered services shall be quoted separately item wise.
- 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 / services offered.
- 9.5 Deleted.
- 9.6 The price approved by BSNL for procurement will be inclusive of levies and taxes, as mentioned in clause 9.1 subject to other terms and condition as stipulated in clause 22.2 of Section 4 Part A. and clause 12 of Section - 5 Part A of Bid-document.
- 9.7 Deleted.
- 9.8 The bidder should also clearly mention the 6 digit SAC in the price schedule.

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 documents specified as under:
- a) Power of Attorney as per clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per clause 14.3 (b) or (c).
 - b) Valid MSE Certificate for Technical/Functional audit services, if applicable, In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
 - c) Certificates from the bidder stating that none of their near relatives are working in BSNL in accordance with clause 34.
 - d) Certificate of incorporation.
 - e) Memorandum and Article of Association or partnership deed or proprietorship deed as the case may be.
 - f) List of all Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence.
 - g) Goods and service tax (GST) registration number along with Documentary proof of GST registration (s), if applicable.
 - h) Experience Certificates issued from the client stating satisfactory completion of the Technical/ functional audit by the bidder clearly stating the details of equipment audited & date of completion of the service.
 - i) The bidder shall submit an undertaking on their letter head in reference to eligibility clause

4.1 (vii) of Section I in respect of partnership / equity stake in other TSPs.

- j) Copy of Valid PAN.
- k) Format for Self-Declaration regarding 'local supplier' for Cyber Security Products for as attached as Annexure III.

10.2 Documentary evidence for financial capability

Audited Financial Reports of the Bidder for FY 2020-21, 2021-22 & 2022-23 or for FY 2019-20, 2020-21 and 2021-22. This is to be substantiated by Audited Profit and Loss Account.

11. DOCUMENTS ESTABLISHING GOODS' CONFORMITY TO BID DOCUMENTS

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

11.2 Deleted

11.3 The compliance of techno-commercial eligibility of the terms, conditions and technical specification is sought through the following procedure:

- (i) The Bidder shall demonstrate substantive responsiveness to the Purchaser's technical and commercial terms and conditions through a process of establishing non-material deviation/exceptions.
- (ii) The Bidder shall submit a NIL Deviation Statement or deviation/exception statement clearly bringing out the extent its offer deviates/excludes from the requirements of the Purchaser's technical and commercial terms and conditions.
- (iii) The deviations/exceptions indicated shall be dealt as per the terms and conditions of the Tender.
- (iv) The Bidder shall examine each and every clause including the sub-clauses, if any, of the technical and commercial terms and conditions of the Tender and shall evaluate its offer before reflecting the extent of non-compliance in the deviation/exception statement. The Bidder is required to comply with the technical, commercial terms and conditions of the Tender Document without any material deviation/exception.

11.4 For the purpose of compliance to be furnished pursuant to the clause 11.3 above, the bidder shall note that the standards for the tendered services, designated by the Purchaser in its Scope of Work are intended to be descriptive only and not restrictive.

12. BID SECURITY / EMD

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

12.2 The MSE bidders will be exempted from payment of bid security (as per clause 5.2 of Section-1) subject to following:

- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise (MSME) for the tendered items will have to be attached along with the bid.
- b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.

12.2.1 If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise

claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

- 12.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.
- 12.4 A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders and returned to the bidder unopened(for manual bidding process)
- 12.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period 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, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity.
- 12.7 The bid security may be forfeited:
- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
 - b) If the bidder does not accept the APO/ AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28.

13. PERIOD OF VALIDITY OF BIDS

- 13.1 Bid shall remain valid for period specified in clause 2 of Section 2. A bid valid for a shorter period shall be rejected by the 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 its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

14. FORMAT AND SIGNING OF BID

- 14.1 The bidder shall submit his bid, online complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature, by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.
- 14.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.
- 14.3 **Power of Attorney**
- a. The power of Attorney should be submitted and executed on the non-judicial stamp paper

of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.

- b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate. **A copy of resolution authorizing the concerned person by the Board of Director to execute power of attorney shall be attached.**
- c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favor of the said Attorney. A copy of the partnership deed (first, last and relevant pages) duly attested by all partners shall be attached.
- d) Attestation of the specimen signatures of authorized signatory by the company's/firm's bankers shall be furnished. Name, designation, phone number, mobile number, e-mail address and postal address of the authorized signatory shall be provided.
- e) Any individual authorized in writing to execute contracts or other agreements or commitments or **physically sign or digitally sign the bid documents etc.** on behalf of bidder company shall be one of the power of attorney holders of the bidder company as per clause 14.3 (a) and (d) and authorization for executing the power of attorney as per clause 14.3 (b) or (c) of Section-4 part A of the tender document. **The letter of authorization shall be indicated by written power of attorney accompanying the bid.**

15. SEALING AND MARKING OF BIDS

- 15.1 The bid should be submitted as per Clause 3 of tender information under Section-2.
- 15.2 The Bid shall be signed by the Bidder through the authorised signatory of the Bidder through the power of attorney issued by the Bidder.
- 15.3 The Bid shall be submitted online using two electronic Envelope methodology. The first electronic envelope- Technical part shall consist the eligibility requirements, technical compliance as per clause 11. The second electronic envelope- Financial part shall contain price schedule. The third envelope shall be submitted physically as provided in Clause 15.4.2
- 15.4 The Bidder shall submit its Bid electronically along with some submissions in physical form (on or before the Bid Closing Date) as specified below:
 - 15.4.1 The electronic Bid shall be submitted online together in two envelopes viz. :
 - (i) Electronic Envelope 1: Technical and Commercial Bid along with the Bid security.
 - (ii) Electronic Envelope 2: Financial Bid.
 - 15.4.2 Physical form (Envelope 3):

Bidder should submit documents, as per clause 3 of section-2, **AGM (Admin & Plg), 3rd floor, Amenity Block, Cantonment BSNL, Trichy – 620 001** on or before the date & time of submission of bids in a sealed envelope.

The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

16. SUBMISSION OF BIDS

- 16.1 Bids must be submitted by the bidders on or before the specified date & time indicated in Clause 6 of Section-I i.e. DNIT.

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

17. LATE BIDS

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

18. MODIFICATION AND WITHDRAWAL OF BIDS

- 18.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.
- 18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated as per clause 15.
- 18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

19. OPENING OF BIDS BY PURCHASER

- 19.1 The purchaser shall open bids online in the presence of the authorized representatives of bidders online or physically present who chose to attend, at time & date specified in Clause 7 of DNIT (Section-1) on due date.

The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in enclosed in Section-7 part C).

- 19.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 Name of envelopes to be opened & information to be read out by Bid Opening Committee
- (i) In Single stage bidding & two envelopes system, being followed for this tender; the online bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The online financial bids will not be opened on the Date of opening of techno commercial bids.
- Thereafter the CET will evaluate Techno-commercial bids & the report of CET will be approved by competent authority.
- The financial bids of those bidders, who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in presence of techno commercially eligible bidders/ authorized representatives by sending them a suitable notice.
- (ii) In case of e tendering process, Information generated by e-tender system based on electronic forms/templates will be deemed as 'Read out' information
- 19.4 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

- 19.5 The Bidder's name, bid prices, modifications, bid withdrawals and such other details as the Purchaser, at its discretion, may consider appropriate will be announced /generated by e-tender system at the respective Tender opening Events TOE.
- 19.6 The Bids that are proposed for rejection outright during the TOE by the bid opening team shall be dealt with in the following manner:
- (i) Though the Bidder is given an opportunity to explain its position to the bid opening team before the team decides to reject outright its Bid for non-compliance of any of the provisions mentioned in clause-12 and 31 of Section-4 Part A, if the person(s) representing the Bidder are not satisfied with the decision of the bid opening team, he/they can submit a representation to bid opening team immediately but in no case after the Bid Closing Date with full justification against rejection quoting specifically the violation of tender conditions, if any pointed out by the bid opening team.
 - (ii) The bid opening team will not return the offline envelope of the bids submitted by the Bidders on the same day of Bid Opening Date even if it is liable for rejection and will preserve the Bids as unopened bids on the Portal.
 - (iii) The in-charge of the bid opening team shall mention the number of Bids with name of company found unsuitable for further processing on the Bid Opening Date and number of representations received in bid opening minutes. If bid opening team is satisfied with the explanation of the Bidder/company mentioned in their representation and feel that there is prima-facie case for consideration, the in-charge of the bid opening team will submit the case for review to competent authority as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Offline envelope of the bids found liable for rejection and kept preserved on the Bid Opening Date will be returned to the Bidders subsequently.
 - (iv) If the competent authority/reviewing officer finds a case which is fit to open the Bid of the Bidder, this should be done by giving three (working) days' notice to all the Bidders to give an opportunity to desirous participants to be present on the occasion.

20. CLARIFICATION OF BIDS

- 20.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.
- 20.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However, the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance/non-response to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

21. PRELIMINARY EVALUATION

21.1 PRELIMINARY TECHNO-COMMERCIAL EVALUATION

- 21.1.1 Prior to the detailed evaluation pursuant to clause 21 & 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.

- 21.1.2 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.
- 21.1.3 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.
- 21.1.4 During the evaluation, BSNL at its discretion may call upon the Bidder to give a techno-commercial presentation of its offer, to explain the products offered its capability to undertake the project and to respond to any question from BSNL.

21.2 PRELIMINARY FINANCIAL EVALUATION

- 21.2.1 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.
- 21.2.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. If there is a discrepancy between the basic unit price and total price that is obtained by multiplying the unit price and quantity, the basic unit price shall prevail and the total price shall be corrected by the purchaser.
- 21.2.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.
- 21.2.4 The financial Bid parts of only those Bids that are determined as techno-commercially substantively responsive shall be opened. The financial Bid parts of those Bids that are determined as techno-commercially substantively non-responsive, shall not be opened.
- 21.2.5 The responsibility for furnishing the correct taxes and duties along with the correct GST HSN/SAC shall rest with the Bidder.
- 21.2.6 The Purchaser shall evaluate the financial Bids to determine whether they are complete, whether any computational errors have been made, whether the duties and taxes have been applied as per actuals, whether the documents have been properly signed and whether the Bids are generally in order.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- 22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost (excluding applicable GST) to BSNL on the prices of the goods and services offered.
 - a) Suppliers should furnish the correct HSN / SAC classification /Customs tariff Head in the price Schedule. If the credit for the Duties ,Taxes and Cesses under provision/ rules under GST law is found to be not admissible to BSNL, at any stage subsequently owing to wrong furnishing of Tariff Head, then the suppliers will be liable to refund such non-admissible amount, if already paid, along with penalty and interest if charged by the concerned authority.

- b) In case the Duties ,Taxes and Cesses which are not eligible for input tax credit as per the quotes indicated in the price schedule by the suppliers and subsequently at any stage it is found that Credit for such Duties ,Taxes and Cesses is admissible as per provision of GST law, then the suppliers will be liable to refund the amount equivalent of such Duties ,Taxes and Cesses if already paid to them provided the credit can be claimed within the time prescribed under the applicable legislation and BSNL has all documents to claim such credit. The refund is also subject to the bidder performing necessary act for enabling BSNL to claim the credit viz. upload the information on GSTN. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the input tax credit provided such credit is still available for the amount so paid as per provision of GST law.
- c) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification/ Customs Tariff Head from the CGST/SGST/IGST officer or Customs authority where the HSN or SAC classification/ Customs Tariff Head furnished against the particular tendered item by different bidders, differs from each other or the same is found apparently not furnished in accordance with GST Act/Customs Tariff notifications.
- d) If the supplier fails to furnish necessary supporting documents i.e. Tax invoices / Customs invoices etc. in respect of the Duties,Taxes and Cesses which are eligible for input tax credit, the amount pertaining to such Duties ,Taxes and Cesses will be deducted from the payment due to the firm.
- e) If the supplier fails to perform necessary compliances which would any manner restrict BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the supplier.
- f) If the supplier does not disclose the correct details on the invoice or on the GSTIN viz. GSTIN, Place of Supply, etc. which restricts BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the supplier.

23. CONTACTING THE PURCHASER

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

24. PLACEMENT OF ORDER

- 24.1 The Purchaser shall consider placement of orders for tendered services, only on those eligible bidders whose offers have been found technically, commercially and financially acceptable. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 24.2 The ordering price of any bidder shall not exceed the lowest evaluated price for that item (Network).

25. PURCHASER'S RIGHT TO VARY QUANTITIES

- 25.1 BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
- 25.2 BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of first AWO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.
- 25.3 In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the date of acceptance of first AWO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

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

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 WORK ORDER

- 27.1 The issue of an Advance Work 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 work order, give its acceptance along with performance security in conformity with the proforma provided with the bid document at Section-7 part B.

28. AWARD OF CONTRACT

- 28.1 The BSNL shall consider award of contract only to the eligible L1 bidder whose offers have been found technically, commercially and financially acceptable.
- 28.2 The issue of Work Order shall constitute the award of contract on the bidder.
- 28.3 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 27 & 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

30. QUALITY ASSURANCE REQUIREMENTS- NOT APPLICABLE

31. REJECTION OF BIDS

- 31.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.
- a) Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
 - b) Clause 2 & 10 of Section-4Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
 - c) Clause 11.3 (c) of Section-4 Part A: If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
 - d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5 Part - B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
 - e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.
 - f) Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4 Part A, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 31.2 Bid opening team will not return the offline envelope of the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the same in sealed form as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 31.3 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Offline envelopes of the bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders subsequently.
- 31.4 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days' notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

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

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

- a) Does not supply/ render the services in time;

- b) Does not render the services satisfactorily in accordance with the tender terms & conditions;
- c) Or any other default whose complete list is enclosed in Appendix-1 to Section 4 Part A.

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

33. Clause deleted.

34. NEAR-RELATIONSHIP CERTIFICATE

- 34.1 The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units 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.
- 34.2 The Company or firm or the person will also be debarred for further participation in the concerned unit.
- 34.3 The near relatives for this purpose are defined as:-
 - a) Members of a Hindu undivided family.
 - b) They are husband and wife.
 - c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- 34.4 The format of the certificate is given in Section 6 (B).

35. VERIFICATION OF DOCUMENTS AND CERTIFICATES

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

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

36. Security Requirements/Agreement

- 36.1 The Supplier shall enable the Purchaser to comply with Applicable Laws including but not limited to notifications, circulars etc issued by DoT from time to time.
- 36.2 The Supplier recognizes and accepts that in order to make, maintain and ensure Purchaser's networks compliant with security related instructions and guidelines issued by the DoT from time to time, complete cooperation and commitment of the Supplier is necessary. The Supplier shall render services in such a way so as to help and address the business continuity, communication,

security requirements and security management of Purchaser's network for which Network Audit is to be conducted.

36.3 Compliance with Licenses

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

36.4 Non-Compliance

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

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

Appendix – I to Section 4 Part A

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	(i) Rejection of tender bid of respective Vendor.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD/PBG;	(ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	
	and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	(iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.
Note 1:-	However, in this case the performance guarantee if alright will not be forfeited.	
Note 2:-	Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.	

1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	(i) If detection of default is prior to award of APO	<ul style="list-style-type: none"> (i) Rejection of Bid & (ii) Forfeiture of EMD. (iii) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
	(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)	<ul style="list-style-type: none"> (i) Cancellation of APO, (ii) Rejection of Bid & (iii) Forfeiture of EMD. (iv) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order
	(iii) If detection of default after receipt of PG/ SD (DD,BG etc.) .	<ul style="list-style-type: none"> (i) Cancellation of APO (ii) Rejection of Bid & (iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned. (iv) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order
	(iv) If detection of default after issue of PO/ WO	<ul style="list-style-type: none"> (i) Termination/ Short Closure of PO/WO and Cancellation of APO (ii) Rejection of Bid & (iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned. (iv) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods &

		Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
	Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following: a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors. b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	(i) Termination of PO/ WO. (ii) Under take purchase/ work at the risk & cost of defaulting vendor. (iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	(i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. (ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. (iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.

5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	<p>(i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD.</p> <p style="text-align: center;">OR</p> <p>(ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	<p>(i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD;</p> <p style="text-align: center;">OR</p> <p>(ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and</p> <p>(iii) Withdrawal of TSEC/ IA issued by QA Circle.</p>
6	<p>Submission of claims to BSNL against a contract</p> <p>(a) For amount already paid by BSNL.</p> <p>(b) for Quantity in excess of that supplied by Vendor to BSNL.</p> <p>c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.</p> <p>Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.</p> <p>Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by</p>	<p>(i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' clause 21 of Section 5 Part A or by any other legal tenable manner.</p> <p>(ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.</p>

BSNL or not.	
7	<p>Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that</p> <p>a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.</p> <p>b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) Tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) undertakes any action that affects/ endangers the security of India.</p>
	<p>(i) Termination of PO/ WO.</p> <p>(ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>(iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p> <p>(iv) Legal action will be initiated by BSNL against the Vendor if required.</p>
8	<p>If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>
	<p>(i) Termination/ Short Closure of the PO/ WO.</p> <p>(ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>(iii) No further supplies are to be accepted except</p>

		<p>that required to make the already supplied items work.</p> <p>(iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>(v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<p>(i) Termination/ Short Closure of the PO/ WO.</p> <p>(ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>(iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>(iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>(v) In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.

	a) in spite of order of Arbitrator.	(i) Termination of contract, if any. (ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later. (iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) in spite of Court Orders.	(i) Termination of contract, if any. (ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business: (i) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question. (ii) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2. (iii) If the vendor/ supplier fails to submit required documents/ information, where required.	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.

	(iv) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	
<p>Note 7: The above penalties will be imposed provided it does not clash with the provision of the tender.</p>		
<p>Note 8:- In case of clash between these guidelines & provision of this tender, the provision in this tender shall prevail over these guidelines.</p>		
<p>Note 9: Banning of Business dealing order on any vendor shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.</p>		

Section-4 Part B

Special Instructions to Bidders

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

1. Applicability of PMI-MII Policy 2017

- a. The PMI-MII Order 2017 as per Govt. of India guidelines with latest amendments, if any, shall be applicable for this tender. Award of work will be in accordance of the aforesaid Policy.
- b. In furtherance to above order MEIT Order No. 1(10)/2017-CLES dated 02-07-2018 and its revision order dated 06/12/2019 and any other revision or amendment to order dated 02-07-2018, shall be applicable.
- c. As per OM No. 18-04/2019-IP dated 19th Feb 2020 from DoT, Provisions under Section 10(d) of Public procurement (Preference to Make in India) Order 2017 shall be applicable for this tender i.e. "If a Nodal Ministry is satisfied that Indian suppliers of tendered items are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to that Nodal Ministry".

2. NOC from MHA

The auditing organization must comply with all applicable regulations, acts / circulars from Government & Regulators with respect to data security, privacy & auditing.

As per the mandate of the DOT, a NOC will be required to be obtained by BSNL from MHA before engaging any Non-Indian Firm for auditing requirements.

Section-4 Part C

Instructions for Online Bid Submission

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

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF /JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized

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

- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender and need not be submitted to NIC contact/support indicated below.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

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

NIC HELPDESK for CPP Portal Registration	
Telephone No. (Toll Free)	1800 233 7315
E-Mail I.D.	cphp-nic@nic.in (Please mark cc to support-nic@ncode.in)
BSNL CONTACT DETAILS for Tender Clarifications	
BSNL's Contact Person-1	AGM (Admin & Plg)
Telephone No.	0431-2400744 (Between 10:00 hrs. to 17.30 Hrs. on working days.)
E-Mail I.D.	szagmadminplg@bsnl.co.in
BSNL's Contact Person-2	SDE (Plg-II)
Telephone No.	0431-2410500 (Between 10:00 hrs. to 17.30 Hrs. on working days.)
E-Mail I.D.	sdeplgsznodal@bsnl.co.in

SECTION- 5 Part A

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. General Conditions of Contract

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

2. Standards

The Goods and Services supplied under the Contract shall conform to the standards prescribed in the Scope of Work mentioned in Section 3.

3. Patent Rights

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods and/or Services or any part thereof during the Telecom network Audit(s).

4. Performance Security

4.1 The Supplier shall furnish Performance Security to the Purchaser for an amount equal to 5% of the value of Advanced Work Order within 14 days from the date of issue of Advance Work Order by the Purchaser.

4.2 The proceeds of the Performance Security referred to in Clause 4.1 above 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 shall be in the form of Bank Guarantee issued by a nationalized/scheduled bank (except co-operative bank) and shall be as per the format provided in Section-7 of this Tender Document respectively. Validity of PBG shall be at least 6 months more than the contract period.

4.4 The Performance Security will be discharged by the Purchaser after completion of the Supplier's performance obligations under the Contract. This shall be accomplished after issue of Work Completion Certificate(s) from Nodal Officer, for all aspects of the Contract in respect of Services.

5. Inspection and Tests

5.1 When the audit works /performance tests called for have been successfully completed, the Nodal Officer will forthwith issue a Work Completion Certificate for all aspects of the Contract in respect of Services. Kindly refer Section 5 Part-B also.

5.2 Nothing in Clause-5 shall in any way discharge the Supplier from any warranty or other obligations under this Contract.

6. Delivery and Documents

6.1 Delivery of the services and documents, shall be made by the Supplier in accordance with the terms specified by the Purchaser in its scope of Work and Special Conditions of Contract. Bidder shall comply with the provisions of Applicable Law(s).

6.2 The services shall commence immediately on placement of Work Order on the Supplier and be completed in accordance with the schedule stipulated in the Special Conditions of Contract.

- 6.3 All technical assistance (tools& software) for the services shall be provided by the Supplier at no extra cost during the audit process as stipulated in the Special Conditions of Contract.
- 6.4 The extension of delivery period against the Work Order, if any, shall 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- Not Applicable**

8. **Incidental Services- Not Applicable**

9. **Spares- Not Applicable**

10. **Warranty- Not Applicable**

11. **Payment Terms**

- 11.1 The payment terms shall be governed by section-5 Part B.
- 11.2 Not Applicable
- 11.3 No payment will be made for services not rendered by the Bidder.

12. **Prices**

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

13. **Changes in Purchase Orders**

- 13.1 The Purchaser may, at any time, by a written order given to a Supplier, make changes within the general scope of the Contract in any one or more of the following:
- (a) **Not Applicable;**
 - (b) **Not Applicable;**

- (c) the place of delivery; or
- (d) the services to be provided by the Supplier.

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

14. Subcontracts

14.1 **Not Applicable**

15. Delays in the Supplier's Performance

15.1 Delivery and performance of the Goods and Services shall be made by the Supplier in accordance with the time schedule and technical specifications provided in the Purchase Order. In case the supply of Goods and delivery of Services are not completed in the stipulated delivery period, as indicated in the Purchase Order, the Purchaser reserves the right either to short close/cancel the Purchase Order in part or full and/or recover liquidated damage charges. The cancellation/short closing of the order for Goods and Services in part or full shall be at the risk and responsibility of the Supplier and Purchaser reserves the right to purchase balance unsupplied and/or short closed/cancelled supplies and services at the risk and cost of the defaulting Supplier.

15.2 Delay by the Supplier in the performance of its delivery obligations with reference to both the supplies and services shall render the Supplier liable to any or all of the following sanctions:

- (i) Forfeiture of its performance security.
- (ii) Imposition of liquidated damages.
- (iii) Short closure of Contract in part or full and/or termination of the Contract for default.

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

- (i) 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 the provisions of Section-5 Part A clause 16.2) as per provisions given below.
- (ii) The Supplier shall submit their request for extension along with the undertaking as per Section 5 Part A, clause-24 (fall clause) at least two weeks before the expiry of delivery period. The decision regarding extension shall be communicated within two weeks of the receipt of request.
- (iii) In case extension is being granted beyond 20 weeks, then the Supplier shall submit additional Bank Guarantee while seeking extension. For piecemeal items, the amount of additional Bank Guarantee shall be 1% of the value of Work Order. The additional Bank Guarantee shall be valid for six months beyond the extension of the delivery period sought and shall be discharged after the full ordered quantity has been supplied to the ultimate consignee within the last extended delivery period.

- (iv) If the Supplier fails to deliver the full ordered quantity or supply services 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.

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

16. Liquidated Damages

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

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

16.2.1 Should the Supplier fail to deliver the services 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 contract value for that particular Network 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 contract value for that particular Network for each week of delay or part thereof for another 10 (Ten) weeks of delay. Extension of delivery beyond 20 weeks shall not be generally allowed. The extension beyond 20 weeks shall be decided in most exceptional circumstances on case to case basis by the Chief General Manager of the concerned Circle/ unit that has placed the PO stating the reasons and justifications for grant of extension of delivery period beyond 20 weeks.

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

16.2.3 Quantum of liquidated damages assessed and levied by the Purchaser 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 an Arbitration Tribunal or before the Court of Law. The same shall stand specifically excluded from the purview of the arbitration clause and as such shall not be referable to arbitration.

- 16.2.4 The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) i.e. liquidated damages shall be levied upto 20 weeks only as per provision at para16.2.1.
- 16.3 The provision of the Section- 5 Part A clause-16 shall be applied together with those specified in Section- 5 Part B.
- 16.4 GST (if applicable) on account of liquidated damages due to delay in supply of goods would be borne by supplier.

17. Force Majeure

- 17.1 Neither the BSNL nor the vendor 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 system maintenance firm (as the case may be) including but not limited to fire (including failure or reductions), acts of God viz. floods, earthquakes, etc, acts to the public enemy, was, 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 on mutually agreed within 90 days after the force majeure condition ceases to exist.
- 17.2 Event of Force Majeure shall not include:
- 17.2.1 Strikes, collective bargaining agreements between the Supplier or its subcontractors with their employees resulting in a delay in performance of the Supplier's obligations under the Contract and labour disputes of any kinds (other than strikes, labour delay or stoppage or other labour disputes, on an industry wide, region wide or nationwide basis);
- 17.2.2 Late delivery of good and services caused by Suppliers' subcontractors or due to inefficiencies on the part of the Suppliers or its subcontractors.
- 17.3 Relief under this Clause 17 shall not be given unless the Party intending to claim relief has, by notice to the other Party within ten (10) days of becoming aware of an Event of Force Majeure or if later, within ten (10) days of an Event of Force Majeure having an effect upon the performance of such Party's obligations under this Contract, informed the other Party that it desires to claim relief under this Clause 17. Such notice shall include such relevant information as is available, including without limitation, a description of the Event of Force Majeure and the date of its occurrence, the effect of such Event of Force Majeure upon the performance of such Party's obligations, the expected duration of such Event of Force Majeure and its effects and the actions it is taking in order to comply with this Clause 17.
- 17.4 As soon as practicable after the occurrence of an Event of Force Majeure, the Party affected shall:
- 17.4.1 use its best endeavours to prevent and reduce to a minimum and mitigate the effects of the Event of Force Majeure, including where appropriate and having recourse to alternate acceptable sources; and
- 17.4.2 use its best endeavours to perform its obligations to the maximum extent practicable. Relief under this Clause 17 shall cease to be available to a Party if it fails to use such best endeavours.

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

17.6 If an Event of Force Majeure has occurred that results in delay in performance of the obligations of the Parties, in excess of thirty (30) calendar days, the Parties may, enter into good faith negotiations regarding adjustments to the relevant terms of this Contract or the relevant Purchase Order. If any Event of Force Majeure prevents, or the Parties agree that such an Event of Force Majeure will prevent, the Supplier from fulfilling its obligations under the Contract for a continuous period of more than 60 days. Either Party may terminate this Agreement or corresponding Purchase Order in accordance with the provisions hereof.

17.7 **Not Applicable**

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

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

(a) Failure to deliver and/ or commission any or all of the goods or services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 15 of this section;

(b) Failure to perform any other obligation(s) under the Contract; and

(c) **Not Applicable;**

(d) Or any other default whose complete list is enclosed in Appendix-1 of Section-4, Part-A;

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

19. Tax Indemnity clause

BSNL has the right to recover Input Tax Credit loss suffered by it due to any mis-declaration on invoice by the supplier.

20. Disputes & Arbitration.

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

Except as otherwise provided in the agreement, in the event of any disputes, controversy or differences arising out of or relating to this agreement or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 days from the date of making such request. Where parties are unable to settle the disputes through conciliation, the same shall be referred to CMD, BSNL for referral of such disputes to a sole arbitrator (chosen out of three names provided by BSNL), to be mutually decided by the parties, as per the provisions of The Arbitration & Conciliation Act, 1996, any amendment thereof and any notification issued or rules made there under from time to time. The venue of the arbitration proceeding shall be TN Circle HQ.

20.1.1 The number of the arbitrators and the appointing authority will be as under:

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

20.1.2 Neither party shall appoint its serving employee as arbitrator.

20.1.3 If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise, he shall proceed de novo.

20.1.4 Parties agree that neither party shall be entitled for any pre-reference or pendent elite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

20.1.5 Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is upto Rs. 5 crores.

20.2 Fast track procedure –

20.2.1 Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in Para 20.2.3).

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

20.2.3 The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under Para 20.2.1):-

- (a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
- (b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;

- (c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
- (d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.

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

20.2.5 If the award is not made within the period specified in Para 20.2.4 above), the provisions of Para 20.2.3) to 20.2.9 shall apply to the proceedings.

20.2.6 The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.]

20.2.7 The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

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

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

20.2.9 The Arbitration proceeding shall be held at competent court at PO issuing authority.

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

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

20.4 APPLICABLE LAW AND JURSDICTION

20.4.1 The supply order for Goods 'or' Services, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase/Work Order has been placed.

- 20.4.2 Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

21. Set Off

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the Purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL. In case of set off of the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by the supplier. GST would not be liable on security deposit. But if supplier set off the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, then GST would be levied.

22. Intimation of supply status

The Bidder, who is given Purchase Orders, must give the details of the supplies made against all the purchase orders every month on the first working day of the following month to the concerned planning branches of the concerned circle/licensed service area of BSNL.

23. Details of the product

Not Applicable

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 5 Part A. 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.

- 24.2 The Purchaser, for the purpose of extension to the delivery period, if any, will determine and intimate the new price, taking into account various related aspects such as quantity geographical location etc. and the date of its effect for the balance quantity/service to the Vendor. In case the Vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the 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.

- 24.3 The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as "We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/ organization including Department of central/state Government or any central/ state PSU at a price lower than the price chargeable under the contract for scheduled delivery period.":
- 24.4 In case under taking as in Clause 24.3 is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

25. Court Jurisdiction

- (i) Any dispute arising out of the Tender Document/Bid /evaluation of Bids/issue of APO shall be subject to the jurisdiction of the competent court at the PO issuing authority.
- (ii) Where a Supplier has not agreed to arbitration, the dispute/claims arising out of the Contract /PO/WO entered with him shall be subject to the jurisdiction of the competent court at the place from where the Contract /PO /WO has been issued.

26. GST Invoice and Compliances

- 26.1 All the details of supplier (name, address, GSTIN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.
- 26.2 Invoice/Supplementary invoice/Debit Note/Credit Note/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.
- 26.3 In case of any deficient/incomplete/rejected supply, BSNL shall convey the same in a reasonable time to enable the supplies to issue credit note and take tax adjustment.
- 26.4 It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the supplier, the same would be recovered by BSNL from the supplier.
- 26.5 Registered location of the both the parties i.e. BSNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise
- 26.6 BSNL could at any time instruct the supplier to raise its invoices at a particular location of BSNL
- 26.7 It is the responsibility of the supplier to ensure that place of supply and the GSTN of BSNL are in the same state. If for any reason they are not in the same state, the supplier shall intimate to BSNL and give adequate time before raising of the invoice.
- 26.8 E-waybill number should be mentioned on the invoices.
- 26.9 Supplier shall be responsible for timely issuance and delivery of invoice/ DN/ CN to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.
- 26.9.1 It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) would be filed correctly. If not, than cost would be borne by supplier.
- 26.9.2 Reporting of correct outward supply by supplier in the outward return (GSTR-1) is the responsibility of the supplier. In case of mismatch because of supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify

BSNL of the loss of credit due to mis-match. The compliances to be adhered by supplier includes (but is not limited to) the following:

- (i) Uploading appropriate invoice details on the GSTN within the stipulated time;
- (ii) Supplier needs to pay the entire self-assessed tax on timely basis.
- (iii) Where invoice is not uploaded or incorrect upload of invoice detail of GSTN by supplier then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of invoice details on GSTN is to be submitted by supplier. Such changes w.r.t. the mismatch are required to be accepted by supplier within the time limit prescribed under the GST law. It should be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the supplier. In case of mismatch because of Supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL for the losses of credit and interest paid due to mismatch.
- (iv) Supplier to issue all necessary documentation and perform all necessary compliances for BSNL to be eligible to claim the input tax credit of GST tax to them. In case BSNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the supplier would be recovered from the supplier
- (v) A self-declaration along with evidence that the bidder is not blacklisted by GST authorities. In case supplier gets black listed during the tenure of BSNL contract, then supplier must indemnify BSNL to ensure that no loss of input tax credit is borne by BSNL due to default of supplier.

26.10 Refer Annexures below(placed as Annexure- A1) for clause stating that all the details of supplier (name, address, GSTN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice

26.11 Where the location agreed are more than one state, then separate invoice state wise to claim input tax credit in a particular state (typically happens in a bill to-ship to scenario) shall have to be submitted.

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

Annexure – I to Section 5 Part A

Sr.No.	Particulars of "Receipt Voucher"
1	Name and registered address of supplier
2	GST registration number of supplier
3	Name of BSNL entity
4	`Bill to 'and` Ship to' address of BSNL
5	GST registration Number of BSNL
6	Date of document issued
7	Document Number
8	Place of Supply (including State)
9	Amount to advance taken
10	Type of TAX (CGST, SGST and IGST)
11	Rate of TAX

12	Quantity of goods / Services rendered
13	In case invoice has more than one tax rates, rate of tax and amount of tax for each supply should be mentioned separately.
<p>Note: Invoice issue data late stage against receipt voucher to mention this document number. Refund voucher to be issued against the advance receive supply is made and no invoice is raised.</p>	

Sr.No.	Particulars of "Input Invoice"
1	Name and registered address of supplier
2	GST registration number of supplier
3	Name of BSNL entity
4	'Bill to' and 'Ship to' address of BSNL
5	GST registration Number of BSNL
6	Date of Invoice
7	Invoice number
8	Place of Supply(including State)
9	Type of TAX(CGST ,SGST and IGST)
10	Rate of TAX
11	Value of goods/service and type/rate/amount of TAX should be separately mentioned
12	Quantity of goods
13	Total value of Invoice
14	Description of Supply of goods/service
15	HSN code in case of goods
16	(SAC) Account in g code in case of service
17	Incase invoice has more than one tax rates, rate of tax and amount of tax for each supply should be mentioned separately.

SECTION - 5 PART B

SPECIAL CONDITIONS OF CONTRACT

1. Special Conditions of Contract

The Special Conditions of the Contract shall supplement the 'Detailed Notice Inviting Tender' as contained in Section-1, 'General Instructions to the Bidders' as contained in Section-4 Part A, "General Conditions of the Contract" as contained in Section-5 Part A. Wherever there is a conflict, the provisions herein shall prevail over those in GRs, Section-1, Section-4 Part A and Section-5 Part A.

2. The Auditor/ Audit firm / agency should be well versed in the following areas:

- (i) Indian Telecom sector, Telecom policies, TRAI guidelines / regulations, DOT guidelines / regulations, UASL / CMTS / PSTN / Broadband and other licensing rules and provisions and other Government of India guidelines from time to time.
- (ii) All regulatory and legal matters regarding deployment of various Telecom/IT/ITES networks.
- (iii) Bidder should have team of well qualified and experienced professionals in the relevant Telecom / Wireless Network /IT sector/Telecom Infrastructure.

3. BSNL proposed to conduct Functional & technical audit of Zonal ICB. The nodal units have been identified in BSNL to get the ICB-audited as per following -

Networks to be covered for audit	Location of ICB.	Nodal unit
Zonal Interconnect Billing (ICB)	East Zone : Kolkata	PGM/GM Incharge of respective Zone.
	North Zone: Chandigarh	
	West Zone: Pune	
	South Zone: Trichy	

The auditor(s) will also be responsible to suggest measures for strengthening the existing comprehensive Functional & technical aspect of ICB in BSNL applicable to various telecom related services of the company.

The employees of the bidders who are engaged for the BSNL work shall also have to sign Non Disclosure Agreement (NDA) with BSNL nodal units as per the section 11.

The Technical team appointed by the auditing agency shall meet the BSNL team formed by the nodal unit of BSNL and understand the network architecture and existing policies.

Auditor shall prepare a plan / bar chart to so as to complete the entire work process / activities within stipulated time period. The auditor shall also list out all the deliverables on part of BSNL as well as Auditing agency.

The auditing organization and its auditors are ethically bound to maintain confidentiality, non-disclosure of BSNL information and security testing results.

The auditor must only deploy the manpower with background verification check done from suitable Law Enforcement Agencies.

Audit report format shall be mutually agreed upon and finalized before commencement of audit. The auditor shall submit working notes and should give audit evidences collected in the report. All

conclusions shall be clearly stated in the report with clear objective evidence for each conclusion drawn. All communications channels for delivery of report are end to end confidential.

The auditing organization must comply with all applicable regulations, acts / circulars from Government & Regulators with respect to data security, privacy& auditing.

Further, all the applicable guidelines issued from Cert-In for Auditing must be complied with.

4. Delivery and Payment schedule: -

Overall completion of the Functional & technical Audit work has been divided in two stages as below –

No.	Critical Milestones/ Stages of the Work	Scheduled Time period for completion	Payment Due
1	Stage I – Initiate plan, Access, & Reporting etc. for the complete scope detailed in the tender document for the ICB of all four Zones awarded to bidder.	60 days from the issue of Work Order	75% of the price quoted by the bidder for the Network(s).
2	Stage II – Revalidation, Review, Final Reports to ascertain the status of gaps noted in the previous review across ICB, documentation etc. as per scope detailed in the tender document for the ICB Network of all four Zones.	15 days from the issue of communication from Nodal Authority of the respective Network.	100% of the price quoted by the bidder (i.e. remaining 25%).

4.1 The Stage II / revalidation review shall be performed by the Auditor after issue of written communication from respective Nodal Centre. The nodal unit of BSNL shall make every effort to start the Stage II of Audit at the earliest. **However in case, the nodal unit shall not be in a position to offer the start of Stage II in 60 days after the completion of stage I, the work order shall be short closed.**

4.2 The date of completion shall be recorded Stage wise. The date of completion of the Audit shall be recorded only after submission of complete reports in all aspect to the respective nodal unit.

5. Disqualification and barring of Bidders

5.1 The Purchaser reserves the right to disqualify such Bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL.

5.2 In the event of the Bidder/Supplier/Vendor's failure to perform any of the obligations under this Contract, the Bidder/Supplier/Vendor including his/their associated firms/ companies/ collaborators shall be barred from participating in any of the tenders of BSNL or its units for a period of three years.

5.3 The Purchaser reserves the right to blacklist a Bidder/Successful Bidder debarring him to participate in any of the tenders floated by BSNL for a suitable period, in case he fails to honour the obligations under the Tender/Contract.

6. Package Discipline

- 6.1 **The Work Order (WO) shall be placed by GM SZ Nodal Centre.**
- 6.2 The words "Successful Bidder" or "Supplier" or "Vendor" shall apply to the Bidder who has been awarded the work.

7. Payment terms and conditions-

The payment shall be made in Indian Rupees only. The reference to the percentages at each Milestone / Stage is on a cumulative basis.

- i. On completion of milestone / Stage, payment as per schedule will be released.
- ii. Delay in meeting the schedule provided above shall attract the provisions of liquidated damages as provided in the relevant clauses of the Tender.
- iii. The paying authority for invoices shall be the AO (Settlement) South Zone Nodal Centre, Trichy – 620 001.
- iv. For claiming payments against services for the respective Milestone, the following documents are required to be submitted by the Supplier to the paying authority.
 - a) Invoice clearly indicating break up details of composite price i.e. Basic price, Goods and Services Tax (GST) etc.
 - b) Completion Certificate issued by the in-charge of audited ICB for the respective Zonal ICB "satisfactory completion of milestone / stage work and submission of relevant documentation" by the supplier.
 - c) Proof of payment of GST, if applicable.
 - d) Submission of required audit reports.

Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances.

Note 1: If the supplier fails to furnish necessary supporting documents i.e. GST invoice / Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier.

Note 2: Tax amount will be paid to the supplier only after supplier declares the details of the invoices in its return in GSTR 1 and GSTR-3 uploaded by the supplier and the same is reflected in GSTR-2A of BSNL on GSTN portal .

Note 3: TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be).

Note 4: BSNL can adjust/ forfeit Bank Guarantee obtained from the supplier against any loss of input tax credit to BSNL on account of supplier's default.

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

- v. The Supplier shall submit a mandate for receiving payment electronically. Charges, if any, levied by the bank for electronic fund transfer shall be borne by the Supplier. The Supplier is required to submit the following information for this purpose:
 1. Name of the beneficiary's bank and branch.
 2. IFSC code of the beneficiary's branch.
 3. Account number of the beneficiary.

4. Branch serial number (MICR No.)

- vi. BSNL, if required by Applicable Law, shall deduct withholding tax at source as per the applicable rates at the time of raising of the invoice for which it shall provide tax withholding certificate to the Supplier.

8. Liquidated Damages

- 8.1 The Supplier shall be levied liquidated damages at the rates as defined in the General Conditions of Contract as provided at Clause 16 Section-5 Part A of the Tender Document for any delay in the job entrusted to the Bidder.
- 8.2 The liquidated damages shall be decided zone wise (equal weightage to each zone for this purpose) and separately for Stage I and Stage II based on the contract values and completion dates of Stage I and stage II respectively.
- 8.3 The Nodal unit who has issued the Work Order i.e. Paying Authority shall decide the quantum of liquidated damages Stage wise separately.

9. Incidental Damages

- 9.1 Notwithstanding any of the other provisions contained in this Contract, the Bidder shall protect, defend, indemnify and hold harmless BSNL and its employees, officers, Directors, agents, or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursement) arising from 'or' relating to:
- (a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, or regulator issued with respect to the product/services being supplied/provided under this Contract.
 - (b) Any claims made by third parties arising out of the use of the services of BSNL to the extent these are attributable solely to the poor or noncompliance of the services to the standard guidelines.
 - (c) Any claims arising from the customers or other service providers, in connection with interruptions 'or' degradation of services solely attributable to the supplier of the services under this Contract.
 - (d) Any claim that the Services offered and supplied by the Supplier in this Contract, infringe any patent, trademarks or copyright of any third party.
- 9.2 During the Bidding process 'or' during the course of execution of the Contract 'or' at any stage thereafter, if it is found that the Bidder has fraudulently misrepresented any of the facts about the services etc. being offered under the Tender/Contract, the Purchaser (BSNL) shall be free to claim a sum equivalent to damage as assessed by it subject to a maximum of the value of the tendered services from the Bidder for such misrepresentation. The Bidder shall immediately on being told by BSNL pay such sum of money to BSNL. Quantum of damages under this clause assessed and levied by the Purchaser (BSNL) shall be final and not challengeable by the Bidder/Supplier.

10. Indemnity Bond

The Successful Bidder shall have to execute a bond to indemnify the BSNL from all statutory/legal liabilities towards all the personnel in its rolls, who have been deployed for execution of various

works against this project that may arise due to various labour and other laws as specified by central/state from time to time. Further the engagement and employment of any personnel and payment of wages to them as per the existing provisions of various labour laws and regulations is the sole responsibility of the Bidder and any breach of such laws or regulation shall be deemed to be breach of this Contract.

11. Safety Hazard

The Successful Bidder shall ensure that any activities carried out in the live network by them under this project should not become a safety hazard and is not in contravention of any statute, rule or regulation and public policy.

12. Documentation

The Successful Bidder shall submit details of audit along with schedule for completion of audit to the nodal unit of BSNL.

13. Limitation of Liability:

The aggregate liability of the supplier under this Tender shall be limited to 100% (one hundred percent) of the respective Contract (contemplated by the Tender) Price. Such limitation, however, shall not apply to liability arising out of (i) breach of Confidentiality or Intellectual Property related obligations under this Contract (ii) fraudulent or criminal acts or omissions or willful default.

14. Termination For Default

14.1. Without prejudice to any other remedy for breach of Contract, the Purchaser may by written notice of default, sent to the Supplier, terminate this Contract in whole or in part in any of the circumstances stipulated herein below:

- (a) if the Supplier fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to clause 15 (section 5,Part A) or fails to perform its obligations within the scheduled delivery period or any extension thereof; or
- (b) if the Supplier delivers any or all of the good and services which do not conform to the Technical Requirements and/or quality standard;
- (c) If the Supplier fails to perform any other obligation(s) under the Contract; &
- (d) If the Supplier disregards or violates Applicable Laws in connection with the performance of its obligation during the Term of this Agreement as decided by Governmental Authority.

In the event of any such default/ failure referred in Clause 15.1 above, the Purchaser will serve upon the Supplier a written notice containing the nature of the default/ failure and the Purchaser's intention to terminate for default ("**Notice**"). In the event Supplier does not cure such default within thirty (30) days from the date of receipt of the Notice, the Purchaser may, by serving a Termination Notice ("**Termination Notice**"), terminate the Contract or the whole or part of a Work Order as the case may be with immediate effect.

14.2. In the event the Purchaser terminates the Contract in whole or in part pursuant to Clause 15.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods and Services similar to those undelivered and the Supplier shall be liable to the Purchaser for any

excess cost for such procurement of similar Goods and Services. However the Supplier shall continue the performance of the Contract to the extent not terminated.

- 14.3. Termination of the Contract by the Purchaser under the provisions of the Contract shall not affect the delivery of services that is due under any other Purchase Order already issued prior to the date of termination and the Supplier shall ensure that the terms and conditions of such other Purchase/ Work Orders issued prior to the date of termination is complied with in all respects, unless otherwise specifically directed by the Purchaser in writing.
- 14.4. In the event of termination of part or in its entirety of a Purchase/ work Order, the Purchaser shall have the right to accept the services so delivered thereunder (provided the same is in accordance with the Technical Requirements and usable) and reject the remaining undelivered services.
- 14.5. It is hereby agreed by the Parties that termination of this Agreement or the whole or part of any Purchase/ work Order shall not accelerate any payment obligation of the Purchaser hereunder, and all payment shall be made by Purchaser in accordance with the payment terms and conditions.

15. 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.

SECTION - 6

UNDERTAKING & DECLARATION

Section 6 Part A

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

a) Certified that:

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

b) The tenderer hereby covenants and declares that:

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

Date:

Signature of Tenderer

Place: Name of Tenderer

Along with date & Seal

Section 6 Part B

NO NEAR-RELATIONSHIP CERTIFICATE:

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

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

Signature of the Bidder

With date and seal

SECTION - 7

PROFORMAS

Section 7 Part A

For the BIDSECURITY/ EMD Guarantee

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

Sub: Bid Security/EMD guarantee.

Whereas M/s R/o (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs./- (hereafter known as the "B. G. Amount") valid up to / / 20.... (here after known as the "Validity date") in favour of AO CASH TN Circle Chennai (Hereafter referred to as BSNL) for participation in the tender of work of vide tender no.

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

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.
5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to

time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

Section 7 Part B

For the Performance Guarantee

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

Dated:.....

Sub: Performance guarantee.

Whereas "AO CASH TN Circle Chennai" payable at Chennai. R/o
.....(hereafter referred to as BSNL) has issued an APO no. Dated/...../20....
awarding the work of to M/s R/o
..... (here after referred to as "Bidder") and BSNL has asked him to
submit a performance guarantee in favour of "AO CASH TN Circle Chennai" payable at Chennai of Rs.
...../- (hereafter referred to as "P.G. Amount") valid up to/...../20.....(hereafter referred to as
"Validity Date")

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

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
6. Notwithstanding anything herein contained;

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

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

Section 7 Part C

For Letter of Authorization for attending Bid Opening Event.

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

Subject: Authorization for attending Bid opening

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

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

.....

Signature of the Representative

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

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

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

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

SECTION - 8

Bidder's profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the Individual/ Firm:
2. Present Correspondence Address
-
.....
Telephone No. Mobile No. FAX No.
.....
3. Address of place of Works/ Manufacture
-
Telephone No. Mobile No.
4. State the Type of Firm: Sole proprietor-ship/partnership firm / (Tick the correct choice):
Private limited company.
5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

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

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):
.....
.....
7. Permanent Account No. :
8. Details of the Bidder's Bank for effecting e-payments:
 - (a) Beneficiary Bank Name:.....
 - (b) Beneficiary branch Name:.....
 - (c) IFSC code of beneficiary Branch.....
 - (d) Beneficiary account No.:.....
 - (e) Branch Serial No. (MICR No.):.....

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

.....

10.GSTN registration number(s) of bidders

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

GSTN 1.....

GSTN 2.....

GSTN 3..... and so on

B) Questionnaire

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

1.1 If Yes, Give details

.....

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

2.1 If Yes, Give details

.....

.....

3. Suggestion for improvement of the tender document.

.....

.....

.....

Place.....

Signature of contractor

Date

Name of Contractor

Section – 9
(Bid Forms and Price Schedules)
SECTION-9 Part-A
BID FORM

To _____ From,

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

.....
.....

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

Ref: Your Tender Enquiry No.dated

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

Dated: day of 20...

Signature

Witness Name

Signature..... In the capacity of

Name Duly authorized to sign the bid for and on

Address behalf of

SECTION-9 Part-B

S.No.	Item Description	Total quantity	Basic Unit Price excluding all taxes & charges	GST						All inclusive Unit cost	Amount of Input tax Credit (ITC) to be availed by BSNL	Unit price excluding ITC amount (net unit cost to BSNL)	Total price inclusive of all levies and charges but excluding ITC (net total cost)	HSN for goods orSAC for services
				CGST		SGST		IGST						
				Rate	Amount	Rate	Amount	Rate	Amount					
1	2	3	4	5	6	7	8	9	10	11=4+ [(6+8) or 10]	12=(6+8) or 10	13=12-11	14=3x13	15
1.	External Audit for Technical & Functional Aspects of Zonal Interconnect Billing system (Installed at four Zones Nodal centres) in BSNL Telecom Network(s).	1												

Notes for bidder:	
1	Bidder must mandatorily quote for all GST components (CGST, SGST, IGST) as required
2	The bidder who submits the offer with concessional Goods and Services Tax (GST) shall submit the proof of applicable concessional GST. In case the concessional GST is not creditable to BSNL it should be included in the price of the goods/services.
3	In case , dealer is registered under compounding scheme or any rule/notification where the BSNL is not eligible for input tax credit then the bidder should not disclose any amount in column 5 to 10 & 12
4	Bidder must mandatorily mention HSN & SAC numbers
5	The bidder may quote for one or more items/ Network(s), the lowest bidder for the particular item/ Network shall be considered for award.
Declaration by bidder	
1	We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the GST Act introduced w.e.f. 1 July 2017 and further extended on more items till date".
2	"We hereby certify that HSN/ SAC shown in column 17 are correct & credit of GST for the amount shown in column 12 above are admissible as per GST Laws.
Name of Bidder :	

SECTION 10

THE AGREEMENT BETWEEN BSNL AND THE VENDOR OF SERVICES FOR ADDRESSING SECURITY CONCERNS

Terms and Conditions

- (i) With a view to help and address the business continuity, communication, security and security management of BSNL's networks in respect of audit services, the parties hereto are desirous of recording the terms and conditions as set forth in this Agreement.
- (ii) This Agreement would be read in conjunction with the respective contractual agreements BSNL and the Vendor, which they have for the supply of Services.

1. Definition of Terms and expressions

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

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

- a) **"Access"**-interconnection with BSNL Systems or access to or use of BSNL Information stored on BSNL Systems through interconnection with BSNL Systems or access to or use of BSNL Information stored on Vendor Systems or access to or use of BSNL Information stored in any mobile device.
- b) **"Authorised"** –BSNL has approved Access as part of the authorisation process and the Vendor Security Contact has a record of this authorisation. "Authorisation" shall be construed accordingly.
- c) **"Commencement Date"** and **"End Date"** means the date the agreement is executed and the date when the validity or term of this contract ends or terminated.
- d) **"Contract Personnel"** means dedicated resources of the Vendor in terms of employees engaged for the purpose of this Agreement.
- e) **"NAIF"** means Network Authorisation and Interconnect Facility is a procedure for registration of global network interconnect between BSNL and external companies.
- f) **"Sensitive Information"** means any BSNL Information marked as classified as per BSNL's data classification policy or deemed business critical. This also includes any other data, or element of information, notified as such by the Government (e.g. IT Act 2000).
- g) **"Security Standards"** means all the relevant contemporary standards associated with national and international security standard related to IT & Telecom equipment hardware and software and those related to information & communication security, including but

without limitation to ISO 27000 series, ISO/IEC 15408, 3GPP, 3GPP2, WiMAX etc. applicable at the time of bidding.

- h) **“Supplies”** means all components, materials, plant, tools, test equipment, documentation, hardware firmware, Software, spares parts, services and all the things & items to be provided to BSNL pursuant to the Agreement together with all Information and Work the Agreement requires to be supplied or performed for BSNL.
- i) **“Term”** means the term of this Agreement from the [Commencement Date] to [End Date].
- j) **“BSNL”** means Bharat Sanchar Nigam Limited, a Telecom Service Provider licensed under section 4 of Indian Telegraph Act 1885 by the Licensor, Government of India
- k) **“BSNL Group Security”** means the security organisation based within BSNL Group Company.
- l) **“BSNL Information”** means all data including data, text, image, sound, voice, codes, circuit diagrams, core & applications software and database, intellectual property as well as personal, public, operational and services data in BSNL’s custody which is and /or received which are supplied/ shared with Vendor for the purpose of this Agreement or are obtained by the Vendor on behalf of BSNL.
- m) **“BSNL Items”** -all items provided by BSNL to the Vendor and all items held by the Vendor which belong to BSNL.
- n) **“BSNL Security Contact”** means in-charge of BSNL Security Operations Centre or such other person whose details shall be notified by BSNL to the Vendor from time to time.
- o) **“BSNL Systems”** means any BSNL computer, application, databases, network infrastructure, network elements and appliances, core and applications software, which is subject to the contract or such other systems.
- p) **“Vendor”** means who supplies services to BSNL for the purpose of information security audit of BSNL’s networks.
- q) **“Vendor Security Contact”** means such person whose details shall be notified by the Vendor to BSNL from time to time for such purpose.
- r) **“Vendor Systems”** means any Vendor owned computer hardware or software, application database or network elements / appliance or such other systems as may be agreed in writing from time to time by BSNL and the Vendor.

2. Scope

This Agreement sets out the provisions under which the Vendor will be able to supply services and be granted Access to BSNL Systems, network, equipment, data and

facilities and BSNL Information including Sensitive Information for the purpose of Functional & Technical audit by the Vendor.

3. Deleted.

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

4.1. GENERAL

- 4.1.1. The Vendor shall be authorized to access only BSNL Systems and Information in accordance with the provisions of this Agreement and only during the term of this Agreement.
- 4.1.2. The Vendor shall be completely responsible for its employees engaged for this agreement.
- 4.1.3. The Vendor shall be responsible to maintain all aspects of security as per BSNL requirement and shall ensure that there is no security breach of any kind due to the services of vendor which can hurt BSNL's interests.

4.2. PHYSICAL SECURITY

- 4.2.1. All Contract Personnel of the Vendor working on BSNL premises shall be in possession of an ID Card, details of which shall be made available to BSNL. No person from vendor's side shall be permitted to enter BSNL premises without the card.
- 4.2.2. The Vendor shall access any BSNL system/ equipment only after due /written authorization from BSNL.
- 4.2.3. All the information related to BSNL systems shall be physically /logically segregated and the vendor shall ensure that it is accessed only by the authorized contact personal from vendors side. .
- 4.2.4. The use of digital or conventional cameras, including any form of video camera or mobile phone cameras, of the interior of BSNL premises is not permissible without prior Authorization from BSNL Security Contact. Vendor shall ensure that photography or capture of moving image of Vendor are as within BSNL premises where BSNL Information is processed or stored shall not capture any BSNL Information.
- 4.2.5. The Vendor shall disable the Access immediately if any Contract Personnel no longer require Access or change role for any reason what so ever or whose integrity is suspected or considered doubtful or as may be notified by BSNL. in accordance with clause 4.3.1.

4.3. LOGICAL SECURITY

- 4.3.1. The Vendor shall disable the access rights and shall notify BSNL immediately if any Contract Personnel no longer requires Access or change role for any reason what so ever thus enabling BSNL to disable or modify the Access rights.

4.4. INFORMATION SECURITY

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

4.5. CONTRACT PERSONNEL SECURITY

- 4.5.1. The vendor shall be completely responsible for the actions of its contract personnel.
- 4.5.2. The Vendor shall ensure that the Contract Personnel securely destroy any BSNL Information received in a recorded form from BSNL (or has recorded received BSNL Information), when the Contract Personnel's job or role has changed or terminated.

4.6. SERVICE CONTINUITY ASSURANCE:

- 4.6.1. The Vendor shall ensure by means of all tools, skills, resources that none of the BSNL's services are affected due to audit services.

5. Access to BSNL Systems

- 5.1. In relation to Access to BSNL systems, the Vendor shall (and, where relevant, shall ensure that all Contract Personnel shall):
- a) ensure each individual Contract Personnel has a unique user identification and password known only to such user for his/her sole use.
 - b) promptly provide to BSNL such reports as BSNL shall require from time to time concerning the Vendor's use and security of Access and any related matters to Access.

- c) ensure onward bridging or linking to BSNL Systems is prevented unless authorized by BSNL.
 - d) use all reasonable endeavors to ensure no viruses or malicious code like malware, spyware, key logger, bots(as the expressions are generally understood in the computing industry) are introduced, and that there is no corruption or modification or compromisation of BSNL Systems or BSNL Information. This should un-doubtedly ensure that nothing results in denial of Service, interruption of Service, outages, reduction or compromise in quality and efficiency of Service, leakage or stealing of BSNL Information, interference with mandated lawful interception policy, methodology & provisions, enhance risks of attacks, overbilling, frauds or any other aspect that compromises the security of all the stakeholders including the Government, users, BSNL etc.
 - e) use reasonable endeavors to ensure that personal files which contain information, data or media with no relevance to the purpose, are not stored on BSNL building servers or BSNL centralized storage facilities or BSNL Systems.
- 5.2. If BSNL has provided the Vendor with Access to the Internet, the Vendor shall, ensure that the Contract Personnel, access the Internet appropriately
- 5.3. The Vendor shall ensure that all Contract Personnel, subject to the Clauses headed "Confidentiality" comply with Classifying and Handling of Information.
- 5.4. **Security against Remote Access:**
- Vendor has to comply with the guidelines of remote access provided by DoT including instructions vide No.16-27/2007-CS-III dated 31.01.2013 and any subsequent instructions thereof. In case BSNL / vendor provides a Remote Access monitoring facility then it shall be the responsibility of the vendor to integrate with the same in coordination with the concerned unit.**
- 5.5. **Penalty:**
- In the event that the Vendor is unable to comply with its obligations under this Agreement, as a result of which the Licensor imposes any sanction on BSNL, which results in any financial and other liabilities on BSNL, the Vendor shall be liable to make good such loss.
- In addition to the above, in case of any inadequate measures, act of intentional omissions, deliberate vulnerability left into the Network or in case of deliberate attempt for a security breach by the Vendor, the Licensor may at its discretion blacklist the Vendor from entering into any supply deals with any Indian Telecom Operator. BSNL shall give the

vendor the opportunity to defend any claim prior to imposing any penalty or blacklisting the vendor on account of security breach being attributable to it.

5.6. Language of Supplies:

Documentation to be in English: Vendor has to ensure that all the documentation are to be supplied in English language.

6. Confidentiality:

- 6.1. In this Clause, BSNL Information which BSNL from time to time identifies to the Vendor as being commercially confidential, or is by its nature commercially confidential or defined by BSNL as confidential, or confidential as per the applicable law.
- 6.2. Except with BSNL's agreement, the Vendor shall not disclose Information to any BSNL employee, without authorization.
- 6.3. Subject to the Condition headed 'Intellectual Property', either party receiving Information ("the Recipient") from the other shall not without the other's prior written consent use such Information except for Contract purposes or disclose such Information to any person other than BSNL's employees, agents and contractors or Contract Personnel who have a need to know and who are bound by equivalent obligations of confidentiality. Any breach of such obligations by Contract Personnel or BSNL's employees, agents or contractors (as the case may be) shall be deemed to be a breach by the Vendor or BSNL respectively.
- 6.4. Paragraphs 2 and 3 of this clause shall not apply to Information that is:
 - a) published except by a breach of the Contract; or
 - b) Lawfully known to the Recipient at the time of disclosure and is not subject to any obligations of confidentiality; or
 - c) lawfully disclosed to the Recipient by a Vendor without any obligations of confidentiality; or
 - d) replicated by development independently carried out by or for the Recipient by an employee or other person without access to or knowledge of the Information.
- 6.5. The Vendor shall not publicize this Agreement without BSNL's prior written consent.
- 6.6. Either party that has during the course of this Agreement received Information in a recorded form from the other(or has recorded received Information) shall return or destroy in a complete irrecoverable mode(at the option of the disclosing party)such records upon:

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

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

7. Intellectual Property:

Each Party will retain its right, title and interest in its respective trademarks, service marks and trade names as well as rights in respect of any patent, copyright, trade secrets or other intellectual property used during the performance of this Agreement. Both Parties recognize that except as otherwise expressly provided herein or agreed between the Parties, they shall have no right, title, interest or claim over the others' intellectual property. The Intellectual property rights of either party shall remain their own and this agreement shall not affect their ownership in any way. The vendor indemnifies BSNL against any liability, damage, fine, penalty, costs or any other consequential loss on account of violation of the copyright/ Intellectual Property rights of any third party by vendor in respect of the content/ application/ technology used by vendor in providing the services. Notwithstanding anything contained herein, the vendor indemnifies and hold BSNL harmless against any loss, liability, costs (including legal costs & expenses), fine, penalty, demands or damages arising by reasons of any claim of infringement, passing off or dilution of IPR / copyright / patent / trademark, etc. arising from provision of services under this agreement by the vendor and use of same or any part thereof by BSNL or by subscribers of BSNL or in Telecom Network of BSNL, as the case may be.

8. Preserving Command Logs:

Vendor has to keep a record of all command logs and handover the same to BSNL.

9. User and Password Management:

Vendor to keep a list of user IDs created (and updated) by him, which should be linked with name and other details of the users. The information as per the format given in Format-I has to be made available to BSNL on an yearly basis or as and when demanded.

10. Investigation:

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

- 10.2. The Vendor shall report to BSNL Security Contact promptly of any potential misuse of BSNL Information or improper or unauthorized access to BSNL Systems and BSNL Information and shall further cooperate with BSNL by providing information / access as required by BSNL.
- 10.3. If any audit or investigation reveals that there is a potential risk to the confidentiality, integrity or availability of BSNL Information in the Vendor's processes or Vendor Systems, Vendor shall promptly correct any security risk in the Vendor's processes or Vendor Systems promptly.
- 10.4. During investigation, the Vendor shall co-operate with BSNL, providing reasonable access, accommodation, facilities and assistance to all Vendor Systems as reasonably necessary to investigate the breach of the provisions of this Agreement including permitting interaction with personnel of Vendor.

11. Suspension & Termination:

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

The Contract may also be terminated on directions of the Licensor along with Penalty under the Laws of the land in India in relation to security breaches noticed due to the deficiency in the services noticed under this contract.

Neither BSNL nor Vendor 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 Vendor for acts of any and all Government, Regulatory authority, judicial or quasi judicial body or any other competent authority of India, changes of trade control laws and rules 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 the agreement or otherwise decide the course of action to be adopted.

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

12. Law and jurisdiction:

This Agreement is governed by Indian law and subject to clause 13, Parties agree to the exclusive jurisdiction of the Indian courts as stipulated in the General Conditions of contract (GCC) Section 5 Part A of the tender..

13. Arbitration:

Any dispute arising out of this Agreement shall be settled and resolved as per the dispute resolution and arbitrations clause agreed between the Parties as stipulated in the General Conditions of contract (GCC) Section 5 Part A of the tender..

14. Notices:

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

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

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

M/s _____

BHARAT SANCHAR NIGAM IMITED

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Section 11

Format of Non-Disclosure Agreement (NDA)

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

This Agreement is made as of the ----- 2023 between **BHARAT SANCHAR NIGAM LIMITED (BSNL)** a Government of India Enterprise, having its Corporate office at Bharat Sanchar Bhawan, H.C. Mathur Lane, Janpath, New Delhi which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and M/s -----
----- a company incorporated under the Indian Companies Act, 1956, and having its registered office at ----- herein after called "Auditee" which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

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

Whereas Auditor is an organization empanelled by the Indian Computer Emergency Response Team (hereinafter CERT-IN) under Department of Electronics & IT, for auditing, including vulnerability assessment and penetration testing of computer systems, networks, computer resources & applications of various agencies or departments of the Government, critical infrastructure organizations and those in other sectors of Indian economy vide communication No.....dated.....

Whereas Auditor is an empanelled Information Security Auditing organization has agreed to fully comply the "Guidelines for CERT-In Empanelled Information Security Auditing Organizations, Terms & conditions of empanelment and Policy guidelines for handling audit related data" while conducting audits.

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

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, including information listed in Exhibit A attached hereto.
2. The "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with Security Audit services including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, business or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes, and other intellectual property etc. Results of any information

security audits, tests, analysis, extracts or usages carried out, Network Elements details IT infrastructure, etc. shall also be considered Confidential Information.

3. **Protection of Confidential Information** - With respect to any Confidential Information disclosed to it or to which it has access, Auditor affirms that it shall:
- a) Use the Confidential Information as necessary only in connection with scope of audit and in accordance with the terms and conditions contained herein;
 - b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its other clients;
 - c) Not to make or retain copy of any details of products and/or services, prototypes, business or marketing plans, Client lists, Proposals developed by or originating from Auditee or any of the prospective clients of Auditee.
 - d) Not to make or retain copy of any details of results of any information security audits, tests, analysis, extracts or usages carried out by the Auditor in connection with the Auditee's products and/or services, IT infrastructure, etc. without the express written consent of Auditee.
 - e) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the auditee ; and
 - f) Return to the auditee, or destroy, at auditee's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately on (i) expiration or termination of this agreement, or (ii) the request of Auditee therefor.
 - g) Not to send Auditee's audit information or data and/or any such Confidential Information at any time outside India for the purpose of storage, processing, analysis or handling without the express written consent of the Auditee.
 - h) The auditor shall use only the best possible secure methodology to avoid confidentiality breach, while handling audit related data for the purpose of storage, processing, transit or analysis including sharing of information with auditee.
 - i) Not to engage or appoint any non-resident/foreigner to undertake any activity related to Information Security Audit. In case of information security audits for Government/ critical sector organization, only the man power declared to CERT-In shall be deployed to carry out such audit related activities.
 - j) Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between the Auditor and the Auditee or the nature of services to be provided by Auditor to the Auditee.

- k) Make sure that all the employees and/or consultants engaged to undertake any audit on its behalf have signed the mandatory non-disclosure agreement.
4. The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate:
- a) was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or
 - b) has become generally available to the public without breach of confidentiality obligations of the receiving party; or
 - c) was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or
 - d) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or
 - e) is disclosed with the prior consent of the disclosing party; or
 - f) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or
 - g) the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.
5. Each party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Each party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
6. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.
7. Each party recognizes and agrees that all of the disclosing party's Confidential Information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury to the Auditee or to its

clients; Auditor affirms that damages from such disclosure or use by it may be impossible to measure accurately; and injury sustained by Auditee / its clients may be impossible to calculate and compensate fully. Therefore, Auditor acknowledges that in the event of such a breach, Auditee shall be entitled to specific performance by Auditor of its obligations contained in this Agreement. In addition Auditor shall compensate the Auditee for the loss or damages caused to the auditee actual and liquidated damages which may be demanded by Auditee. Liquidated damages not to exceed the Contract value. Moreover, Auditee shall be entitled to recover all costs of litigation including reasonable attorneys' fees which it or they may incur in connection with defending its interests and enforcement of contractual rights arising due to a breach of this agreement by Auditor. All rights and remedies hereunder are cumulative and in addition to any other rights or remedies under any applicable law, at equity, or under this Agreement, subject only to any limitations stated herein.

8. Auditor shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees and/or consultants of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the Auditee. No information relating to auditee shall be hosted or taken outside the country in any circumstances.
9. Access to Information hereunder shall not preclude an individual who has seen such Information for the purposes of this Agreement from working on future projects for the receiving party which relate to similar subject matters, provided that such individual does not make reference to the Information and does not copy the substance of the Information during the Confidentiality Period. Furthermore, nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know-how developed by the receiving party's personnel under this Agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the Information.
10. As between the parties, all Information shall remain the property of the disclosing party. By disclosing Information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION. Execution of this Agreement and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.
11. Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.
12. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.

13. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
14. Survival. Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after expiration or termination of this Agreement.
15. Non-solicitation. During the term of this Agreement and thereafter for a further period of two (2) years Auditor shall not solicit or attempt to solicit Auditee's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct business similar to Auditee with any employee and/or consultant of the Auditee who has knowledge of the Confidential Information, without the prior written consent of Auditee.
16. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually, the same shall be referred to Arbitration as provided in the Arbitration Clause 20 of Section-5 Part A of the Tender Document. The said Arbitrator shall act under the Provisions of the Arbitration and conciliation Act, 1996 or any statutory modifications or re-enactment there of or any rules made thereof. The arbitration proceedings shall be in English language'.
17. This Agreement and Exhibit A attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other party's written consent.

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

M/s _____

BHARAT SANCHAR NIGAM IMITED

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Exhibit A

Business Purpose :

EXTERNAL AUDIT (FUNCTIONAL & TECHNICAL) OF ICB FOR BSNLTELECOM NETWORK(S) VIDE TENDER ENQUIRY NO.....

1. Confidential Information of M/s - _____

NIL

2. Confidential information of Bharat Sanchar Nigam Limited (BSNL):

Customers Profiles, Billing details, Customer data etc.

Technical Specifications

All network details

All information shared in oral or in written form by BSNL with M/s-----
-----.

Information downloaded or taken in physical form shall not be copied and will be returned /destroyed after use.

BSNL: _____ M/s -----

Signed

Signed

Annexure I: Tender Acceptance Letter
(To be given on Company Letter Head)

To, _____

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

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

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

Annexure II

List of employees along with their qualification/ certifications

Item	Details	Attachment reference for additional information
Name & Qualification / Certification		
Current job title/ designation & responsibilities		
Experience in years		
Summary of Professional/Domain experience		
Highlights of assignments handled and significant accomplishments		
Period of association with the present firm		

**Format for Self-Declaration regarding 'local supplier' for
Cyber Security Products**

Date:

This is to Certify that the organization _____ registered as _____ with registration number _____ do hereby solemnly affirm and declare as under:

That we agree to abide by the terms and conditions of the Notification issued by Ministry of Electronics and Information Technology (MeitY), Government of India no: dated

That the information furnished hereinafter is correct and we undertake to produce relevant records before the procuring entity or any other authority so nominated by the Ministry of Electronics and Information Technology (MeitY), Government of India for the purpose of establishing ownership of the Intellectual Property Rights (IPR), legal existence and revenue accrual, local content for the cyber security products nominated by the aforesaid organization.

That all IPR which constitute the said cyber security product has been verified by us and we are responsible for the correctness of the claims made therein and we take complete responsibility of the same.

We agree to maintain all information regarding our claim(s) for IPR ownership, legal existence and revenue accrual, local content in the organization's record throughout the existence of the product and shall make this available for verification to any authorities specified by Government of India.

In case of any change in the IPR ownership, legal existence and revenue accrual, local content we will be accountable to inform Ministry of Electronics and Information Technology, Government of India within one week or before applying for any public procurement or before referring this order for taking any advantage which so ever occurs first.

That in the event of the cyber security product mentioned herein is found to be incorrect and not meeting the prescribed norms, based on the assessment of an authority so nominated by the MeitY,

Government of India and we will be liable as under clause 7 (f) of Public Procurement (Preference to Make in India) Order 2019 for cyber security product.

- 1) Name and details of the organization nominating product under this order (Registered Office, Manufacturing unit location, nature of legal entity)
- 2) Entity Registration Certificate number
 - a) Type of registration
- 3) Date on which this certification is issued
- 4) Percentage of Royalty/License fee to be paid to other entity with respect to estimated cost of the product.
- 5) Name and contact details of the unit of the manufacturer

For and on behalf of _____ (Name of firm/entity)

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

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

Signature Not Verified

Digitally signed by BABLU
Date: 2023.08.22 17:21:00 IST
Location: eProcurement System for Central
PSUs