

**BHARAT SANCHAR NIGAM LIMITED**  
(A Government of India Enterprise)  
2<sup>nd</sup> Floor, Bharat Sanchar Bhawan, HC Mathur  
Lane, Janpath, and New Delhi 110001...

From:  
AGM (IT)  
Office of CGM, BSNL  
Khamhardih, Vidhan Sabha Road,  
Mowa, Raipur,  
Chhattisgarh- 492007

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**F.No. BB-Wi-Fi/BWSP/2017-18**

**Issued on 22/02/2018**

**Sub: - EOI for empanelment of Company (s) for providing Broadband and other telecom services on Wi-Fi technology on revenue share basis for Chhattisgarh Telecom Circle**

**EOI No. CGMT/CG/IT/BB-Wi-Fi/BWSP/2017-18/5**

**Issued on: 22/02/2018**

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

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If interested, kindly submit your offers by means of online bids only for Electronic E-Tendering at the portal detailed in 'Special Instructions to Bidders for E-Tendering' by 11:30 hours of **27.03.2018 (EOI closing date)**.

AGM (IT)  
Phone Number: 0771-2536661

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Regd. & Corporate Office: Bharat Sanchar Bhawan, H.C.Mathur Lane, Janpath New Delhi-110 001.  
Corporate Identity Number (CIN): U74899DL2000GOI107739  
[www.bsnl.co.in](http://www.bsnl.co.in)

**Notice Inviting EOI**  
**SECTION - 1**

1. On behalf of Chief General Manager Bharat Sanchar Nigam Limited Raipur Chhattishgarh, EOI are invited from the Indian Companies under single stage bidding and single stage opening system through the e-Tendering process for providing high speed broadband and other telecom services in Technically Not Feasible (TNF) and upcoming areas on Wi-Fi technology on fixed revenue share basis.

**A. Introduction**

2. Bharat Sanchar Nigam Limited (BSNL) is having countrywide presence with wire line & wireless telephone subscribers base of over 100 mn and offer hosts of other services like Data communication, National long distance, International Long Distance, Internet, Broad band, Multiplay, Leased Line, etc.
3. BSNL intends to set up and operate professionally managed Wi-Fi network to provide high speed broadband & telecom services through Wi-Fi technology on revenue share basis in Technically Not Feasible (TNF) and upcoming areas in Urban and Rural areas wherein Access points & associated Wi-Fi equipments shall be setup, owned, operated & managed by empanelled partner with CAPEX & OPEX on their part.

**B. Implementation Plan**

4. BSNL has decided to divide the work envisaged in the EOI Document into 6 SSAs. Bidder (s) who shall be awarded the work [Broadband over Wi-Fi Service Provider (BWSP)] for any zone shall set up, own, operate and maintain Wi-Fi Access points & associated Wi-Fi equipments in Technically Not Feasible (TNF) and upcoming areas in Urban and Rural areas, including operation & maintenance with CAPEX & OPEX on part of BWSP. BSNL shall extend backhaul bandwidth free of cost till one point at the Wi-Fi Access location depending on the techno-commercial viability on best effort basis. Details of SSAs are as follows:

ZONE	Name of CIRCLE	Name of SSA
Zone 5	CHHATTISGARH	BILASPUR
		RAIPUR
		DURG
		BASTAR
		RAIGARH
		SARGUJA

5. BSNL intends to select any number of companies per SSA on non-exclusive basis. A Bidder can apply for more than one SSA; and bidder shall be allotted work in any number of SSA. For each SSA, bidder has to submit separate EMD for which Bidder wants to bid.
6. BSNL shall evaluate bids for each zone separately and prepare a separate list of eligible bidders in each zone in descending order of their cumulative turnover for Financial Year 2015-16 & 2016-17 from the highest (i.e. HT1, HT2, HT3 and so on). BSNL shall consider HT1, HT2 & HT3 for award of work in each SSA. Detailed award of work criterion is in the later part of EOI document.

**C. Eligibility Requirement**

7. Indian Companies who are registered/ incorporated in India are eligible to participate in the bid. The following eligibility criterion shall be met by the bidder company who intend to participate in this EOI :-
  - i. The bidder company shall be registered/ incorporated in India under the Indian Companies Act, 1956.
  - ii. The bidder shall have annual turnover of minimum INR 2 Crores (Rs TWO Crore) each during financial years (2015-16 and 2016-17). The bidder shall submit the Annual Report/ audited accounts certified by Auditor for the above two years to establish the turnover.
  - iii. (a) The bidder shall have experience of Implementation of IT /Telecom / Networking projects of cumulative value of minimum INR 50 Lakhs after 1-04-2014. [Certification from Chartered Accountant of the bidder with details of work (Cumulative of Rs 50 Lakhs) shall be given in this regard.]

OR

- (b) Bidder or its parent company shall have experience in Access point installation & operations with minimum of 20 Access Points (APs) operational at the date of bid submission. This experience requirement of 20 Access Points (APs) can be met by one or more locations. Bidder shall submit list of the locations having these 20 Access Points (APs). Self certificate including contact details of locations having Access Points in this regard shall be submitted.
  - iv. The bidder shall have valid PAN No.
  - v. The bidder shall have Valid Sales/ Service Tax Registration No or exemption certificate No.
  - vi. The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their EOI bid.
  - vii. In case of bids, where for the fulfilment of experience eligibility requirements, experience of parent company is being submitted then the bidder shall submit a declaration cum an undertaking from authorized signatory of Parent company stating that they (The Parent Company) shall support and take responsibility to enable its subsidiary company (the bidder) to perform the contractual obligation.
8. As this EOI Document shall be following the e-Tendering Process, the Bidders may download the Detailed NIEOI along with Performa for Non Disclosure Agreement ("NDA") from the BSNL Web site [http:// bsnl.co.in](http://bsnl.co.in).

**D. Purchase of EOI document:**

**9.** The EOI document for participating in E-tender shall be available for downloading from **<https://www.tcil-india-electronictender.com>** after signing **NDA** in the enclosed format from **22.02.2018** onwards. **EOI Document shall be available for downloading from e-tender portal only after the following:**

(i) Payment of Rs **10000/- (Rupees Ten thousand Only)**, which shall be non-refundable in the form of crossed demand draft, drawn on any scheduled bank in Raipur, in favour of 'AO (A&B), O/o CGMT CG Circle Raipur, Chhattisgarh and

(ii) Bidder is required to register compulsorily on the E-tender portal <https://www.tcil-india-electronictender.com> . **Thereafter**, upon payment of Rupees 10,000/- towards tender fee and submission of the **NDA** to AGM (IT), Office of CGM BSNL, Khamhardih Vidhan-Sabha Road Mowa Raipur Chhattisgarh 492007 , the prospective Bidder will be authorized by IT cell, BSNL Raipur, to access/download the EOI document from the E-tendering portal.

**10. Purchase of EOI Document:** EOI document can be obtained in the form of CD from AGM (IT), O/o CGMT CG Circle, Khamhardih Vidhan Sabha Road Mowa Raipur Chhattisgarh OR downloaded from 'ETS' portal against submission of following:

**11.**

(a) A request letter in a bidder company Letterhead, addressed to AGM (IT), enclosing EOI fee of Payment of Rs **10000/- (Rupees Ten thousand Only)** (inclusive of Taxes), which shall be non-refundable, in the form of demand draft/Banker's cheque drawn from any Nationalized/scheduled bank in favour of 'AO (A&B), O/o CGMT CG Circle Raipur'; and payable at 'Raipur' along with Duly signed & stamped NDA on a non-judicial stamp paper of Rs.100.

(b) After submitting EOI fee & NDA as per para (a) above, bidder is required to register on the E-tender portal <https://www.tcil-india-electronictender.com> . **Thereafter**, the prospective bidder shall be authorized on e-tender portal by MM Cell, BSNL, to access/download the Tender document from e-tendering portal.

**12.** Since BSNL has decided to use process of e-tendering for inviting this EOI, the physical copy of the tender would not be sold.

**13. EMD/Bid Security:**

12.1. The Bidder shall furnish the bid EMD for each zone separately for bidder is bidding as mentioned below in one of the following ways:

S.NO.	Name of SSA	EMD(in Rs)
1	BILASPUR	70,000
2	RAIPUR	70,000
3	DURG	70,000
4	BASTAR	50,000
5	RAIGARH	20,000
6	SARGUJA	20,000

- a) Demand Draft/ Banker's cheque issued by a scheduled bank in India drawn in favour of AO (A&B), O/o CGMT CG Circle Raipur Payable at Raipur.
- b) Bank Guarantee from a scheduled bank in India drawn in favour of '**AGM(IT) O/o CGMT CG Circle Raipur**' which shall be valid for minimum **180 days** from the EOI opening date.
- c) Bid security shall clearly indicate the name of the Zone for which it is meant for.

12.2. The MSE units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item.

**13. Date & Time of Online Submission of EOI bid: 27/03/2018 by 11:30 Hrs**

**Note 1:** In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the Bidders separately.

**14. Online Opening of EOI Bids: At 12:00 Hours of this EOI closing date i.e. 27/03/2018.**

**15. Place of opening of EOI bids:**

BSNL has adopted e-Tendering process which offers a unique facility for 'Public Online Tender Opening Event (POTOE)'. BSNL's EOI Opening Officers as well as authorized representatives of Bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. **Kindly refer clause 8 of Section 4 Part B of EOI document for further instructions.**

However, if required, authorized representatives of Bidders can attend the POTOE at the Meeting Room, Office of CGM BSNL, khamhardih Vidhan Sabha Road Mowa Raipur where BSNL's EOI Opening Officers shall be conducting Public Online Tender Opening Event (TOE).

**16. EOI bids received after due time & date shall not be accepted.**

**17. Incomplete, ambiguous, Conditional, unsealed EOI bids are liable to be rejected.**

**18. CGM, BSNL reserves the right to accept or reject any or all EOI bids without assigning any reason. He is not bound to accept the highest bid.**

**19. The Bidder shall furnish a declaration under his digital signature that no addition / deletion / corrections have been made in the downloaded EOI document being submitted and it is identical to the EOI document appearing on E-Tender Portal (<https://www.tcil-india-electronictender.com>)**

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

**Note 2:** All documents submitted in the bid offer shall 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.

**Note 3:** All computer generated documents shall be duly attested/ signed by the issuing organization.

**Note 4:** Pre-bid query, if any, can be submitted up to **09.03.2018** in writing by FAX or by E-Mail (MS-Excel sheets) as per the format referred in clause 5.3 of section 4 Part A.

## Section- 2

### EOI Information

1. **Type of EOI : Single stage bidding single Stage opening** -using one Electronic Envelope System.
2. **Bid Validity Period /** : **150 days** from the EOI opening date.  
**Validity of bid Offer for**  
**Acceptance by BSNL.**
3. The EOI offer shall contain one envelope which will contain one set of the following documents only :
  - i. Copy of EMD/Bid Security.
  - ii. Copy of proof of payment of Cost of the EOI documents i.e. EOI fee.
  - iii. Certificate(s) showing fulfilment of the eligibility criteria(s) stated in Clause 7 of the Detailed NIT.
  - iv. Copy of Power of Attorney for signing EOI document & Authorization for executing the power of Attorney in accordance with clause 12.3 of Section 4 Part A.
  - v. Clause by clause compliance as per prescribed format.
  - vi. Bidder's Profile & Questionnaire duly filled & signed.
  - vii. Non-Relation Certificate duly filled & signed.
  - viii. Undertaking & declaration in Performa duly filled & signed.
  - ix. Documents stated in clause 9 of Section-4 Part A.
  - x. EOI/ Bid form duly filled & signed. Section 9 Part-A & Part-B
  - xi. Electronic Form-Technical & Financial

**Note:** Bidders are required to submit the following documents offline to AGM (IT), Office of CGM BSNL, Khamhardih Vidhan Sabha Road Mowa Raipur on or before the date and time of submission of bids in a sealed envelope.

- i) EMD
- ii) Copy of proof of payment of the cost of EOI document
- iii) Power of Attorney

#### 4. Revenue Sharing and Payment terms

- 4.1 BSNL shall collect the revenue from subscribers through various payment channels of BSNL.
- 4.2 Broadband over Wi-Fi connections provided by BWSP shall be identified separately and revenue from such connections only shall be applicable for revenue sharing.
- 4.3 BSNL shall not pay any revenue share out of security deposit collected by BSNL from Broadband over Wi-Fi customers.
- 4.4 Revenue share payment shall be done by BSNL to BWSP on a monthly basis on realized amount on the Broadband over Wi-Fi connections provisioned and maintained by BWSP.
- 4.5 All applicable taxes and various Government levies, License fee (if any) & Sales commission (if any) shall be deducted first from the revenues realized on account of services availed over Wi-Fi network deployed by the BWSP.

- 4.6 Rebates and compensation given by courts/TRAI/ any regulatory body to the customers, due to service deficiency, if any, shall be deducted from the realized revenue before the Revenue Share of BWSP is calculated.
- 4.7 Any discrepancy found in the revenue share settlement shall be mutually discussed and resolved. Balance of payments arising due to any reason shall be adjusted in future. In case of bill cancellation (due to wrong billing etc.) later, any excess revenue share paid to BWSP shall be adjusted accordingly on quarterly basis.
- 4.8 Revenue sharing Details
- The revenue share shall be on realized amount only net of all statutory taxes levies i.e. all applicable taxes and various Government levies, License fee (if any) & Sales commission (if any) shall be deducted first from the realized amount, for assessment of shareable revenue.
  - Details revenue share to BSNL and that of BWSP shall be as follows :-

Year	Broadband over Wi-Fi revenue share in (%)				Advertising revenue share in (%)	
	For Wi-Fi access locations wherever BSNL will provide backhaul connectivity		For Wi-Fi access locations wherever BWSP will provide backhaul connectivity on Unlicensed Radio band			
	BSNL	BWSP	BSNL	BWSP*	BSNL	BWSP
Year 1	55	45	45	45+10	50	50
Year 2	60	40	50	40+10	50	50
Year 3	60	40	50	40+10	50	50
Year 4 and thereafter	65	35	55	35+10	50	50

- \* Initially additional 10% revenue share as indicated above in Table shall be payable to BWSP on revenue generated from Wi-Fi access locations wherever BWSP has extended back haul connectivity from BSNL POP to Wi-Fi access locations on unlicensed radio band for a period of one year. Thereafter, if the respective Wi-Fi access location becomes feasible on BSNL OFC, then Radio link shall be shifted elsewhere as new Wi-Fi access location in mutual consultation between BSNL and BWSP.
- BSNL shall be at liberty to use the Wi-Fi infrastructure/AP(s) set up by BWSP for Mobile Data Offload, which shall be provided by Mobile Data Offload solution of BSNL without any additional revenue share to BWSP.
- Tariff plans shall be decided by BSNL in consultation with BWSP .

## 5. Delivery of service

- The BWSP shall launch the services & get functionally tested first Wi-Fi access location for functional acceptance by BSNL and declare "Launch of Broadband over Wi-Fi Services" within 3 months from the date of agreement with the BWSP. For the purpose of launch one Wi-Fi Broadband location is sufficient. This shall be carried out separately and independently in each of the SSA even if the same BWSP has been awarded work in more than one SSA.



## **SECTION- 3 Part -A**

### **SCOPE OF WORK**

- 1. SCOPE OF WORK:** The scope of the work is to deploy Wi-Fi Network to provide broadband and other telecom service through Wi-Fi technology in Technically Not Feasible (TNF) and upcoming areas in Urban and Rural areas wherein Access points & associated Wi-Fi equipments shall be deployed & managed by empanelled partner (Broadband over Wi-Fi Service Provider i.e. BWSP) with CAPEX & OPEX on their part.
- 1.1. The selection of area for rolling out the broadband and other telecom services through Wi-Fi technology shall be carried out in consultation with BWSP based on Techno-Commercial viability.
- 1.2. Broadband Services with last mile access over Wi-Fi technology (on unlicensed spectrum) shall be offered across Chhattisgarh. Initially the service shall be offered for post paid subscribers and later on the prepaid broadband services shall be offered via prepaid platform of BSNL.
- 1.3. BSNL will have multiple broadband over Wi-Fi Services Provider(s) across Chhattisgarh.
- 1.4. Empanelled partner shall design, build and operate the system to provide High Speed Broadband Services through Wi-Fi technology at its own cost. The offered Wi-Fi technology & all equipments shall conform to international standards.
- 1.5. The Empanelled partner shall Supply, Deploy, Own and Operate all the hardware like Wireless LAN controller (WLC) & Wireless access gateway (WAG), Access Point at Wi-Fi access locations with CAPEX and OPEX on part of BWSP. Wi-Fi Wireless Access Gateway (WAG) and Wireless LAN Controller (WLC) shall be carrier grade and to be provided by BWSP in high availability mode. Central equipment WAG/WLC shall to be installed in BSNL Data Center. Co-location & power charger to be paid by BWSP.
- 1.6. BSNL 2G/3G/4G customers shall be able to use the Wi-Fi Access Network created by BWSP so created for offload, at a later stage as and when BSNL decides to do so without any additional revenue share to BWSP.
- 1.7. All broadband and other telecom services over Wi-Fi shall be sold under the brand name of BSNL. However, name of the BWSP shall be suitably reflected in all market communications & branding.
- 1.8. BSNL reserves the right to provide Broadband over Wi-Fi services on its own CAPEX/OPEX in future.
- 2. Responsibility of BWSP:**
- 2.1. Responsibility of BWSP shall be (but not limited to) following:
  - i. Supply, Deploy, Own and Operate all the hardware like Wireless access controller (WLC) & Wireless access gateway (WAG) , Access Point at Wi-Fi access locations with CAPEX and OPEX on part of BWSP. Central equipment WAG,WLC, DHCP etc shall to be installed in BSNL Data Center. Co-location & power charges to be paid by BWSP.
  - ii. BWSP shall integrate their WAG/WLC with the BSNL AAA/SSSC and provide required coverage to latch the Broadband Customer on the Wi-Fi Network.
  - iii. BWSP shall identify the potential buildings for the services. Build / extend the Wi-Fi coverage at that Wi-Fi access location/ premises.

- iv. Wi-Fi Access Point (AP) & also other equipments at Wi-Fi access locations including UPS, Power supply , Signal booster, pole /mast , racks , Space, cabling etc shall be provided by BWSP.
- v. Battery Backup of minimum 4 Hours for Wi-Fi equipment at Central & AP locations shall be provided by BWSP.
- vi. ROW (Right of Way) permissions and related charges, rental of space etc if any for equipment at Wi-Fi access location shall be paid by BWSP.
- vii. BWSP shall be responsible to operate and maintain the BB Wi-Fi network including end-equipment (that is provisioned by BWSP), during the contract period.
- viii. BWSP shall install Network Monitoring (NMS) Tool and SLA monitoring tool for the monitoring of all equipment supplied by BWSP.
- ix. Promotion and Marketing of services. BWSP shall pro-actively market the Broadband service educating the customer on the usage / benefits of the service, tariff plans etc.
- x. BWSP shall coordinate with the advertisement agencies to get the third party advertisements and make all arrangements necessary to produce, push and display advertisements either at access point locations or on the end user devices .The BSNL internal messages / advertisements shall be pushed free of cost by BWSP through its platform.
- xi. The BWSP shall carry-out formalities for Customer acquisition, assisting customers in filling up of CAF (customer acquisition form), and subscription of BSNL services by residents in a pro-active manner. The BWSP shall carryout required co-ordination with BSNL commercial / booking offices for completion of commercial formalities.
- xii. The BWSP shall comply with all applicable laws, byelaws, rules, regulations, orders, directions, and notifications etc as per Law of the land and of Government / court / tribunals.
- xiii. Compliance to all mandatory government of India regulations and security guidelines and providing information to Law Enforcement Agency (LEA).
- xiv. Provide secure Wi-Fi internet access with support to 2G/3G/4G offload and back-end services.

### **3. Responsibility of BSNL:**

- i. BSNL shall provide central Billing & Authentication Platform {AAA, Subscriber profile repository (LDAP or RDBMS, Policy Manager (SSSC) & Charging Gateway} from 5 regional locations namely Bangalore, Chennai, Kolkata, Pune & Noida to support Multiple Wi-Fi Managed Services Partner(s).
- ii. Wi-Fi Wireless Access Gateway (WAG) (N+N) and WLC (Wireless LAN controller) (N+N) shall be provided by BWSP in high availability & it shall be integrated with the SSSC of BSNL on Radius / Diameter. BSNL shall facilitate the process.
- iii. WAG and WLC provided by BWSP shall integrate with AAA on EAP Protocol with EAP-TLS, EAP-TTLS, and Protected EAP. BSNL shall facilitate the process.
- iv. BSNL shall provide all type of telecom/bandwidth connectivity to BWSP WAG/WLC free of cost.

- v. BSNL would provide backhaul bandwidth network connectivity till one point at the Wi-Fi Access location depending on the techno-commercial viability on best effort basis.
- vi. However, in case BSNL is not able to provide backhaul bandwidth network connectivity till Wi-Fi access locations then Bidder shall be allowed to deploy unlicensed band radio back haul network connectivity for Wi-Fi access locations with Capex & Opex on their part.
- vii. BWSP shall be given space and power free of cost for installation of Radio equipment/antenna in BSNL buildings, roof tops & towers. The space & power as required shall be provided by BSNL subject to technical feasibility and availability. If any UPS/Battery is required for Radio backhaul connectivity, same shall be arranged by BWSP.
- viii. The additional revenue share as mentioned in EOI shall be payable to BWSP on revenue generated from Wi-Fi access locations wherever BWSP has extended backhaul connectivity from BSNL POP to Wi-Fi access locations on unlicensed Radio band.
- ix. Each Subscriber would be created in the BSNL Centralized Billing and Authentication System and Subscriber details would be available at the central AAA, SSSC where BWSP WLC (Wireless LAN controller) and Wireless Access Gateway (WAG) has been integrated.
- x. Each Subscriber would be authenticated by AAA of BSNL with in respective BWSP's Managed Wi-Fi Network Area.
- xi. BSNL will provide the bandwidth based on technical and commercial viability on best effort basis upto one point of Wi-Fi access location. Wi-Fi access locations premises.
- xii. BSNL shall provide central Billing & Authentication Platform.
- xiii. Subscriber will be owned by BSNL.
- xiv. BSNL shall Maintain CAF of the customers
- xv. Customer authentication, billing, collection of revenue, accounting of receipts etc. shall be done by BSNL.
- xvi. Voucher generation and management system shall be responsibility of BSNL.
- xvii. BSNL shall provide the Call Centre Support.
- xviii. To maintain the customer records as required by Licensor, Regulator and Law enforcing agencies.
- xix. To operate & maintain telecom equipments /network owned by BSNL.
- xx. BSNL shall supplement in marketing the Broadband over Wi-Fi services to increase the business.

**4. The list of activities to be undertaken by the BWSP would also include:** In addition to the responsibility mentioned at clause 2 above BWSP shall also undertake following responsibilities:

## **4.1 Compliance to all Applicable Law**

### **4.1.1. Security Requirements**

- a) The BWSP (also referred as bidder) shall enable BSNL (also referred as purchaser) to comply with Applicable Laws including but not limited to notifications, circulars etc issued by DoT from time to time.
- b) The BWSP recognizes and accepts that in order to make, maintain and ensure BSNL's networks compliant with security related instructions and guidelines issued by the DoT from time to time, complete cooperation and commitment of the BWSP is necessary. To help and address the business continuity, communication, security requirements and security management of BSNL's network.
- c) The Bidder shall indemnify and hold harmless the Purchaser and its employees, agents, shareholders, directors, representatives, against any claims or penalty or consequence arising out of breach of the security related terms of the License as a result of breach or non-compliance by the Bidder with its obligations.
- d) It is clarified that any expenditure incurred by the Purchaser for complying with security related provisions as prescribed under this clause, in respect of all the network elements/equipments supplied under this EOI document, shall be borne by the Bidder concerned. In the event there is a breach of the security related provisions as prescribed under Applicable Laws, any penalty imposed by the DoT on the Purchaser shall be paid by the Bidder to the Purchaser. Further, any testing of Bidder's equipment including requirement of testing equipment shall be met by Bidder on his own cost.

4.1.2. **Compliance to IT Act:** BWSP shall always comply to all the provision of Information Technology act 2008 Govt. of India with all its amendments notification etc. issued from time to time during the contract period

4.1.3. BWSP shall also comply with all other Govt. of India act and laws that are applicable to the work contained in this EOI.

## **4.2 Wi-Fi Access Network Architecture**

- i) Bidder shall be responsible for the planning and design of the access network architecture including access controllers, backhaul connectivity, routers, switches etc to meet the technical, capacity and service requirements.
- ii) Bidder shall plan for high availability, reliability and redundancy of the access network elements as per requirements.
- iii) Bidder shall be responsible for design and engineering of all the network components to meet capacity requirements.
- iv) Network shall be designed keeping in view the peak load conditions and the average number of concurrent users per Wi-Fi access point.
- v) Bidder shall be responsible for getting necessary permission, approvals and space for installation of equipment and cabling at the location including installation of radios / antenna on the terrace for backhaul link if required.
- vi) Bidder shall bear all OPEX at Access Point location including space rent, electricity charges etc.

#### **4.3 Equipment and network upgrades, support and maintenance**

- i) Getting necessary approvals and permission from government authorities for set up of Wi-Fi Access Network (where required).
- ii) Bidder shall maintain local support for repair and maintenance of all equipment, cabling and connectivity provided at the Wi-Fi Access locations.
- iii) Bidder shall be responsible for periodic updates of all equipment, cabling and connectivity provided at the Wi-Fi Access locations.
- iv) Cost of all the installation material shall be borne by the Bidder.
- v) The physical security of the equipment and relevant accessories will be the responsibility of the Bidder. Bidder at its discretion may take necessary steps like insurance, for all the equipments. BSNL will not be responsible for Bidder's equipment installed in any way.
- vi) Set up and management of NMS for monitoring the health of network and maintenance.

#### **4.4 Marketing**

- i. All broadband and other telecom services over Wi-Fi shall be sold under the brand name of BSNL. However, name of the BWSP shall be suitably reflected in all market communications & branding.
- ii. Bidder shall maintain the branding of BSNL throughout the interaction with the subscribers while they will be availing the services.
- iii. Bidder will be primarily responsible for marketing the services, for pre-sales and after sales activities at their cost. However BSNL at its liberty may also associate in marketing efforts by way of including Wi-Fi services in its advertisements along with other services and also use BSNL sales channel for distribution of vouchers/recharge coupons to avail Broadband and other telecom services over Wi-Fi. Commission to Sales Channel, if any shall be borne by both BSNL and BWSP in proportion to their respective revenue share.
- iv. The Bidder shall make all out efforts in marketing to ensure so that desired rollout obligations are met.

#### **4.5 Lawful Interception & Monitoring**

- i. The Bidder shall make sure that their system supports lawful interception and monitoring (LIMS) of BSNL.
- ii. The system shall support Centralized Lawful monitoring solution for location to send usage logs (including URL visited, user name, MAC, IP Address, Time, duration, sessions etc.) which can be stored for a desired usage tracking as per the law.
- iii. Support all the latest Regulation, Law or Government Orders for enabling LI.
- iv. The system shall support lawful monitoring of EAPSIM based Mobile handset/CAS enabled handsets/laptop subscribers also.

#### **4.6 Security:** Adequate Security mechanisms shall be provided in the Wi-Fi service equipment so as to prevent unauthorized access or interfaces to services, calls, protocols and data.

#### **4.7 Prohibition of Certain activities by Bidder:** Bidder shall not provide any content on the Wi-Fi Network which is prohibited by Indian Laws. The Bidder shall be held responsible for Violation of Indian Laws in such case.

## **5. Duration of the contract period**

- 5.1. Duration of contract shall be 7 years from the date of award of work. After 7 years also, the contract can be extended on year to year basis at the liberty of BSNL.
- 5.2. Renewal or extension of the agreement after 7 years period, will be based on the performance of the BWSP and mutually negotiated terms & conditions including commercial.

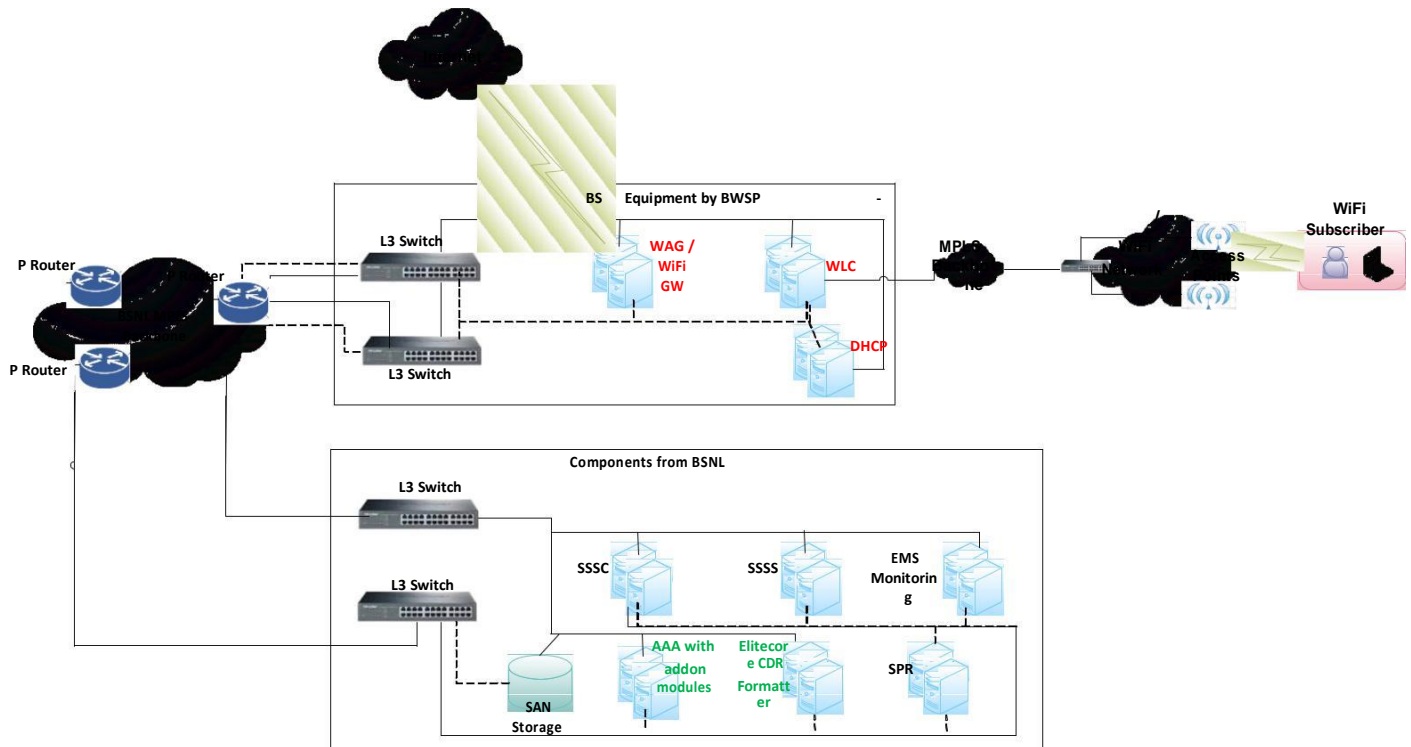
## **6. Confidentiality:**

- 6.1. The Bidder shall take adequate and timely measures to ensure that information provided through it as part of this contract/agreement shall be kept confidential, secured and protected and shall not be divulged to any unauthorized person/ firm.
- 6.2. BSNL's Bandwidth Route and other Network Link details, equipment details etc shall always be kept confidential by the Bidder/BWSP.
- 6.3. Bidders (BWSP) shall treat all documents / data / software or part of them, which BSNL may provide or BWSP shall access, as strictly confidential and maintain secrecy for the same.
- 6.4. The BWSP shall maintain full confidentiality of the data supplied by BSNL. Under no circumstances the BWSP shall divulge/reveal/share such data for the purpose other than for meeting BSNL's requirement. Any violation of this confidentiality clause may result in suitable penalty and /or termination of the contract, forfeiture of SD/ encashment of PBG of Bidder/Lead bidder and also consortium partner. BSNL shall reserve the right to bar the BWSP from participating in future tenders/EOIs/ RFPs of BSNL for a period of two years on all India basis. The decision of BSNL shall be final in this regard and binding on the BWSP.
- 6.5. Bidder (BWSP) shall not publish, disclose any information about, make available or otherwise dispose of the document / data / software or any part or parts thereof to any third party, directly or indirectly without prior written consent of BSNL.
- 6.6. Bidder (BWSP) shall restrict access to the documents/data/software only to those of their employees to whom it will be felt necessary and relevant for the contact center operations and shall draw the provision of this commitment to BSNL made by the bidder, to the personal attention of those of its employees to whom access to the document/data/software will be granted.
- 6.7. BSNL may terminate the contract, in case confidentiality as above is not maintained by the BWSP.

## **SECTION 3 PART B**

### **Indicative Technical details of Service Delivery**

1. Subscriber will get connected to Access Point SSID. Access Points are connected to the WLC.
2. DHCP Server would lease the IP Address to Subscribers.
3. There shall be multiple Access Points connected to relevant WLC which can be from different make and models. This should provide the required attributes to meet and integrate with the BSNL AAA, PM as a part of the integration needs.
4. From each WLC authentication request will go to AAA of BSNL for subscriber authentication.
5. In this EAP-TTLS flow, Username and Password will be provisioned in AAA and policy manager of BSNL.
6. The authentication will happen against the username and password of the user. Once Authentication is successful required Policy Enforcement would happen on the WAG of BWSP and once authentication is successful, subscriber will be allowed to connect to the internet. Internet breakout will happen at WAG of BWSP.
7. Each BWSP would authenticate subscribers of its own Network and required attributes from the WLC needs to be sent to WAG and AAA to have authorization of the subscribers from its network. (The proposed attributes would be WLC (NAS-IP-Address))
8. WAG shall communicate with BSNL AAA over Radius/Diameter protocol to manage user session. BSNL AAA shall generate the CDR.
9. Wi-Fi Network Implementation shall be as per below architecture diagram:



**SECTION – 4PART A**  
**GENERAL INSTRUCTION TO BIDDERS**

**1. DEFINITIONS:**

- (a) **"The Purchaser"** means the Bharat Sanchar Nigam Ltd. (BSNL), Raipur
- (b) **"The Bidder"** means the individual or company who participates in this tender and submits its bid.
- (c) **"The Bidder"** or **"The Vendor"** means the individual or company supplying the goods under the contract.
- (d) **"The Goods"** means all the equipment, machinery, and/or other materials which the Bidder is required to supply to the Purchaser under the contract.
- (e) **"The Advance Purchase/Work Order"** or **"Letter of Intent"** means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) **"The Purchase/Work Order"** means the order placed by the Purchaser on the Bidder signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as **"Contract"** appearing in the document.
- (g) **"The Contract Price"** means the price payable to the Bidder under the purchase order for the full and proper performance of its contractual obligations.
- (h) **"Validation"** is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- (i) **"Telecom Service Provider"** means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "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) **"Broadband over Wi-Fi Service Provider" (BWSP)** means successful bidder who has been awarded work for providing Broadband over Wi-Fi Service.
- (l) **"NOC"** means Network Operation center.
- (m) **"AP"** means Access Point.
- (n) **"TNF" (Technically not Feasible)** means the area where BSNL is not able to provide new wireline (Copper /FTTH) Broadband connection of required download speed.

**2. ELIGIBILITY CRITERIA:** Kindly refer to Clause 7 of Detailed NIT (Section 1).

**3. COST OF BIDDING**

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



#### **4. DOCUMENTS REQUIRED**

- 4.1 The service and setup required from the Bidder, 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. 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 FAX or by Email** to the BSNL's mailing address indicated in the invitation of Bid. BSNL shall respond in writing to any request for the clarification of the Bid Documents, which it receives **not later than 21 days prior to the date of opening of the EOIs i.e. not later than xx/xx/2018 This date shall prevail over dates for submitting queries appearing anywhere on E-Tender portal.** Copies of the query (without identifying the source) and clarifications by the BSNL shall be uploaded as Clarifications to the concerned EOI on BSNL Chhattisgarh website & on ETS portal, as addenda, for all the prospective Bidders who have downloaded the official copy of EOI documents from ETS portal.
- 5.2 Any clarification issued by BSNL in response to query raised by prospective Bidders shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the bid documents.
- 5.3 The format in which the clarifications are to be sent via FAX / E-mail (**in MS-Excel sheets only**) is

<b>S. No.</b>	<b>Section</b>	<b>Clause No.</b>	<b>Ref Page No in Bid</b>	<b>Brief Description of the clause</b>	<b>Query/ Comments of Bidder</b>

#### **6. AMENDMENT OF BID DOCUMENTS**

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

## **7. DOCUMENTS COMPRISING THE BID**

The bid prepared by the bidder shall ensure availability of the following components:

- (a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 2 & 9.
- (b) Bid Security furnished in accordance with clause 10.
- (c) Documents specified in clause 3 of EOI (Section 2).
- (d) Clause by Clause compliance as per following format.

S. No.	Section No.	Clause No.	Compliance (Yes/No)

- (e) A Bid form completed in accordance with clause 8.

## **8. BID FORM**

The Bidder shall complete the bid form and appropriate price schedule furnished in the bid document.

## **9. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION**

**9.1** The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents, if applicable:

- a)** Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
- b)** Additional documents to establish the eligibility and qualification of bidder as specified in Section-I and Section-4 Part A.
- c)** Power of Attorney as per clause 12.3 (a) and (d) and authorization for executing the power of Attorney as per clause 12.3 (b) or (c).
- d)** Documentary proof of GST.
- e)** Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 29.
- f)** Certificate of incorporation.
- g)** Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
- h)** 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.
- i)** Registration certificate from State Director of Industries or from Secretariat for Industrial Assistance (SIA), Ministry of Industries, Government of India.
- j)** Approval from Reserve Bank of India/ SIA in case of foreign collaboration.

**9.2** The bidder shall furnish documentary evidence about technical capability necessary to perform the contract.

## **10. BID SECURITY /EMD**

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

**10.2** The MSE bidders are exempted from payment of bid security:

- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
  - b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
  - c) MSE unit is required to submit its monthly delivery schedule.
  - d) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations; he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.
- 10.3 The bid security is required to protect the BSNL against the risk of Bidder's conduct, which would warrant the forfeiture of bid security pursuant to para 10.7.
- 10.4 A bid not secured in accordance with Para 10.1 & 10.2 shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened (for manual bidding process).
- 10.5 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 11.
- 10.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 24 and furnishing the performance security.
- 10.7 The bid security may be forfeited:
- (a) If the Bidder withdraws his bid during the period of bid validity specified by the Bidder in the Bid form or
  - (b) In the case of successful Bidder, if the Bidder fails:
    - i. Accept the AWO
    - ii. to sign the contract
    - iii. to furnish performance security.
  - (c) In both the above cases, i.e. 10.7 (a) & (b), the Bidder will not be eligible to participate in the EOI for same item for one year from the date of issue of APO/AWO. The decision of BSNL in this regard will be final & binding on all.

## **11. PERIOD OF VALIDITY OF BIDS**

- 11.1 Bid shall remain valid for period specified in clause 2 of EOI information (Section 2) from the date of opening of bids prescribed by the BSNL. **A bid valid for a shorter period shall be rejected by the BSNL being non-responsive.**
- 11.2 In exceptional circumstances, BSNL may request the consent of the Bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 10 shall also be suitably extended. The Bidder may refuse the request without forfeiting his bid security. A Bidder accepting the request and granting extension will not be permitted to modify his bid.

## **12. FORMAT AND SIGNING OF BID**

- 12.1 The Bidder shall submit his bid, online, complying all eligibility conditions, other terms and conditions of EOI 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.

- 12.2 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.

**12.3 Power of Attorney**

- (a) The Power of Attorney shall be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states(s) and the same be attested by a Notary public **or** registered before Sub-Registrar of the states(s) concerned.
- (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.
- (c) In case of the Bidder being a firm, the said Power of Attorney shall be executed by all the Bidder(s) in favour of the said Attorney.
- (d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

**13. SEALING AND MARKING OF BIDS:**

- 13.1 The bid shall be submitted online using one Envelope methodology. The envelope shall contain documents of bidder's satisfying the eligibility / Technical & commercial conditions as per clause 2 & 9 with Bid Security as per Clause 10.

Bid sealing is done electronically by encrypting each bid part with a symmetric passphrase created by the Bidder himself. Please refer Section 4 Part B for further instructions.

- 13.2 Venue of EOI Opening: Specified in Clause 15 of NIT (Section 1).

**14. SUBMISSION OF BID**

- 14.1 Bids must be submitted online by the Bidders as per instructions in Section 4 Part B not later than the specified date & time indicated in the covering letter.
- 14.2 The BSNL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the Leaser and Bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.
- 14.3 The bidder shall submit its bid offer against a set of bid documents purchased by him for all or some of the systems/ equipment as per requirement of the Bid Documents. He may include alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.

## **15. LATE BIDS**

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

## **16. MODIFICATION AND WITHDRAWAL OF BIDS**

- 16.1 The Bidder may modify, revise or withdraw his bid online after submission prior to deadline prescribed for submission of bid. If a bid is withdrawn, the same shall be archived unopened in the ETS Portal.
- 16.2 The Bidder's modification, revision or withdrawal shall have to be online and digitally authenticated.
- 16.3 Subject to clause 18, no bid shall be modified subsequent to the deadline for submission of bids.

## **17. OPENING OF BIDS BY PURCHASER**

- 17.1 The BSNL shall open bids online in the presence of the authorized representatives of bidders online or physically present who chose to attend at time & date specified in clause 14 of D NIT (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 C).
- 17.2 A maximum of two representatives of any Bidder shall be authorized and permitted to attend the bid opening.
- 17.3 Name of envelopes to be opened & information to be read out by Bid Opening Committee.
- i) In Single stage bidding single stage envelope system; the bids will be opened in single stage on the date of tender opening given in NIT..
- Thereafter the CET will evaluate Techno-commercial bids & the report of CET will be approved by competent authority.
- ii) The following information should be read out at the time of bid opening:-
- a) Name of the Bidder
  - b) Name of the item
  - c) EMD amount & validity and acceptability
  - d) Information in respect of eligibility of the bidder.
  - e) Details of bid modification/ withdrawal, if applicable.
  - f) Quantities/prices quoted in the bid
  - g) Discount, if offered
  - h) Taxes & levies
- 17.4 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.

## **18. CLARIFICATION OF BIDS**

- 18.1 To assist in the examination, evaluation and comparison of bids, the BSNL may, at its discretion ask the Bidder for the clarification of its bid. The request for the clarification and the response shall be in on line or writing. **However, no post bid clarification at the initiative of the Bidder shall be entertained.**
- 18.2 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 to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

## **19. PRELIMINARY EVALUATION**

- 19.1 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.
- 19.2 If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of the errors, its bid shall be rejected.
- 19.3 Prior to the detailed evaluation pursuant to clause 20, 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.
- 19.4 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.
- 19.5 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.

## **20. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS**

- 20.1 The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 19.
- 20.2 BSNL shall evaluate the bids for each SSA independently & prepare a separate list of bidders in each zone in descending order of their cumulative turnover for Financial Year 2015-16 & 2016-17.
- 20.3 The bidder with highest turnover shall be called HT1, HT2 & so on. BSNL shall consider 3 bidders with highest turnover in each SSA i.e. HT1, HT2 & HT3 for award of work in each SSA on non-exclusive basis.
- 20.4 If the cumulative turnover for 2015-16 & 2016-17 is equal for two bidders than the bidder having higher turnover in 2016-17 shall be ranked higher.

- 20.5 During the evaluation, BSNL at its discretion may call upon the bidder to give a techno-commercial presentation of its offer, to explain the solution offered and its capability to undertake the project and to respond to any question from BSNL.
- 20.6 However, BSNL reserves right to reject any proposal without assigning any reason for the same.

## **21. CONTACTING THE BSNL**

- 21.1 Subject to Clause 18, no Bidder shall try to influence the BSNL on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 21.2 Any effort by a Bidder to modify its bid or influence the BSNL in the BSNL's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

## **22. PLACEMENT OF ORDER/AWARD OF WORK**

- 22.1 After evaluation, BSNL shall prepare a list of bidders in each zone in descending order of their cumulative turnover for Financial Year 2015-16 & 2016-17 (HT1, HT2, so on) for all the 6 SSAs separately, for the purpose of awarding work.
- 22.2 The bidder with highest turnover shall be called HT1, HT2 & so on. BSNL shall consider 3 bidders i.e. HT1, HT2 & HT3 for award of work in each SSA on non-exclusive basis.
- 22.3 One bidder shall be allotted work in all SSAs. If same company is HT1 in more than 8 zones then the company shall vacate the SSA(s) where (HT1-HT2) is least.
- 22.4 If any of successful bidder HT (N) decline to accept the work in a zone for which it has been selected then the work shall be offered to the HT (N+1) bidder placed in the list prepared as per clause 22.1.
- 22.5 BSNL reserves the right to provide Broadband over Wi-Fi services on its own CAPEX/OPEX in future.

## **23. BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

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

## **24. ISSUE OF ADVANCE WORK ORDER (LETTER OF INTENT, AWO)**

- 24.1 The issue of an Advance Work Order shall constitute the intention of BSNL to enter into the contract with the Bidder Company.
- 24.2 The Bidder shall within 14 days of issue of an Advance Work Order (AWO) give its acceptance along with Performance Security in conformity with the proforma provided with the bid document at Section-7B.

## **25. SIGNING OF CONTRACT**

- 25.1 The issue of Purchase order shall constitute the award of contract on the bidder.
- 25.2 Upon the successful bidder furnishing performance security pursuant to clause 24, the Purchaser shall discharge the bid security in pursuant to clause 10, except in case of HT1, HT2 & HT3 bidders, whose EMBG/ EMD shall be released only after finalization of complete work award process.

## **26. ANNULMENT OF AWARD**

Failure of the successful Bidder to comply with the requirement of clause 24 & 25 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the BSNL may make the award to any other Bidder at the discretion of the BSNL or call for new bids.

## **27. REJECTION OF BIDS**

- 27.1 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 which shall result in outright rejection of the bid.
- (i) **Clauses 10.1, 10.2 & 11.1 of Section 4 Part-A:** The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 10.1 & 10.2 and bid validity is less than the period prescribed in Clause 11.1 mentioned above.
  - (ii) **Clause 2 & 9 of Section 4 Part-A:** If the eligibility conditions as per clause 2 of Section 4 Part-A are not met and / or documents prescribed to establish the eligibility as per Clause 9 of section 4 Part-A are not provided, the bids will be rejected without further evaluation.
  - (iii) 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. **In case of no deviations, a statement to that effect must be given.**
  - (iv) Price Schedules are not duly filled as given in Section 9-part-B.
- 27.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 27.1(i), 27.1(ii) of Section 4 Part A, the Bidder company is given opportunity to explain their position, however if the person representing the Bidder 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 EOI process, with full justification quoting specifically the violation of EOI condition if any.
- 27.3 Bid opening team will not return the bids submitted by the Bidders on the date of EOI opening even if it is liable for rejection and will archive the bids unopened in the ETS Portal taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 27.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge



of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.

- 27.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion

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

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

## **29. NEAR-RELATIONSHIP CERTIFICATE**

- 29.1 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.
- 29.2 The Company or firm or the person will also be debarred for further participation in the concerned unit.
- 29.3 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).
- 29.4 The format of the certificate is given in Section 6 (B).

## **30. 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.

## **SECTION – 4 PART B**

### **SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING**

#### **General**

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Sec 4 Part A of the Tender Documents.

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

For conducting electronic tendering, BSNL Raipur is using the portal (<https://www.tcil-india-electronictender.com/>) of M/s TCIL, a Government of India Undertaking.

#### **10. Tender Bidding Methodology:**

Sealed Bid System – 'Single Stage - Single Envelopes'.

#### **2. Broad outline of activities from Bidders prospective:**

- a) Procure a Digital Signing Certificate (DSC)
  - b) Register on Electronic Tendering System<sup>®</sup> (ETS)
  - c) Create Users and assign roles on ETS
  - d) View Notice Inviting Tender (NIT) on ETS
  - e) Download Official Copy of Tender Documents from ETS
  - f) Clarification to Tender Documents on ETS
    - Query to BSNL (Optional)
    - View response to queries posted by BSNL, as addenda.
  - g) Bid-Submission on ETS
  - h) Attend Public Online Tender Opening Event (TOE) on ETS Opening of Techno-commercial Part
  - i) View Post-TOE Clarification posted by BSNL on ETS (Optional) Respond to BSNL's Post-TOE queries
  - j) Attend Public Online Tender Opening Event (TOE) on ETS Opening of Financial-Part (Only for Technical Responsive Bidders)
  - k) Participate in e-Reverse Auction on ETS
- For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

#### **3. Digital Certificates**

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

#### **4. Registration**

To use the Electronic Tender<sup>®</sup> portal (<https://www.tcil-india-electronictender.com/>), vendor needs to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super

User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Bidder Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

**Note:** After successful submission of Registration details and Annual Registration Fee (as applicable). Please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated.

TCIL Helpdesk/ ETS Helpdesk	
Telephone	(011) 2624 1071 / 2624 1072 [between 9:30 hrs to 18:00 hrs on working days]
Mobile Nos.	98683 93717 / 98683 93775
E-mail ID	ets_support@tcil-india.com [Please mark CC: <a href="mailto:support@electronicstender.com">support@electronicstender.com</a> ]

BSNL Contact-1	
BSNL's Contact Person	Vasant Nikose
Telephone/ Mobile	(0771) 2536661 [between 10:00 hrs to 18:00 hrs on working days]
E-mail ID	agmitbb.cg@gmail.com

BSNL Contact-2	
BSNL's Contact Person	Satya Narayan Pradhan
Telephone/ Mobile	(0771) 2521133 [between 10:00 hrs to 18:00 hrs on working days]
E-mail ID	<a href="mailto:sdeit.cg@gmail.com">sdeit.cg@gmail.com</a>

## 5. Bid related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS.  
Broad outline of submissions are as follows:

- Submission of Bid Security/ Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Tender Documents/ Addendum/addenda
- Single Envelopes
  - Techno-commercial -Part
  - Financial-Part

**Note: - In case there is any discrepancy between information entered in the electronic form and that as per the supporting document uploaded, then information as per uploaded document shall prevail over the information in electronic form.**

## 6. Offline Submissions:

The bidder is requested to submit the following documents offline to AGM (IT) Office of CGM BSNL Khamhardih Vidhan-Sabha Road Mowa Raipur, Chhattisgarh – 492007 on or before the date & time of submission of bids specified in covering letter

of this tender document, in a Sealed Envelope. The envelope shall bear (name of the work), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. EMD-Bid Security **in Original**.
2. Copy of proof of payment of EOI fee.
3. Power of attorney in accordance with clause 12.3 of Section-4 Part A.

## **7. Special Note on Security of Bids**

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself. There is an additional protection with SSL Encryption during transit from the client-end computer of a Bidder organization to the e-tendering server/ portal.

## **8. Public Online Tender Opening Event (TOE)**

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Bidder organization) dully authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Bidder will depend upon the options selected by the concerned Buyer.

**NOTE:** In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of BSNL by the bidders in time, then BSNL will promptly re-schedule the affected event(s).

## **9. E-Reverse Auction**

E-Reverse Auction **shall not be applicable for This EOI.**

## **10. Other Instructions**

For further instructions, the vendor should visit the home-page of the portal (<https://www.tcil-india-electronictender.com>), and go to the User-Guidance Center. The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Bidder organizations. Various links are provided under each of the three categories.

**Note:** It is strongly recommended that all authorized users of Bidder organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

The following '**FOUR KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
  4. Submit your bids well in advance of tender submission deadline on ETS as there could be last minute problems due to internet timeout, breakdown, etc.
- While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

**11. Minimum Requirements at Bidders end**

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
- Broadband connectivity.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s) for users.

**12. Vendors Training Program**

One day training (10:00 to 17:00) would be provided. Training is optional.  
Vendors are requested to carry a Laptop and Wireless Connectivity to Internet.

Tentative Dates	Date of uploading of Tender document + 7 days
Venue	Meeting Room, 2 <sup>nd</sup> Floor, BSNL Corporate Office, Bharat Sanchar Bhawan, Janpath, New Delhi – 110001
Vendors Training Charges (Per Participant) per training day	Rs. 2,500/- (plus Service Tax as applicable)
Mode of Payment of Fees	DD drawn in favour of M/s TCIL, New Delhi & payable at New Delhi

AGM (IT)

## SECTION 5 PART A

### General (Commercial) Conditions of Contract.

#### 1. APPLICATION

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

#### 2. STANDARDS

The goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in section -3.

#### 3. PATENT RIGHTS

The bidder shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in Indian Telecom Network.

#### 4. PERFORMANCE BANK GUARANTEE (PBG)

4.1 Successful Bidder (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc.) would furnish a SSA Performance Bank Guarantee (PBG) of Rs 7.5 Lakh, separately for Chhattisgarh where bidder is successful and considered for award of work, within 15 days of from date of issue of Advance Work Order (AWO).

4.2 Amount of PBG for lead bidder and consortium partners (if any) for various SSA is as follows:

S.No.	Name of SSA	PBG (Rs)
1	BILASPUR	1,75,000
2	RAIPUR	1,75,000
3	DURG	1,75,000
4	BASTAR	75000
5	RAIGARH	75000
6	SARGUJA	75000

- 4.3 The proceeds of Performance Bank guarantee shall be payable to BSNL as compensation for any loss resulting from the Bidder's failure to complete its obligation under the contract. BSNL shall en-cash the PBG of Bidder in the event of breach or failure to perform/meet the obligations on the part of Bidder without prejudice any rights/remedies available to BSNL.
- 4.4 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank in India and in the form provided in 'Section 7 (B)' of this Bid Document.
- 4.5 Performance guarantee shall be initially valid for a minimum period of 7 years and 6 months, which include time for installation and commissioning time. For extension of contract beyond seven years, PBG shall have to be renewed accordingly.
- 4.6 The performance security Bond will be discharged by the Purchaser after completion of the bidder's performance obligations including any warranty obligations under the contract.

## **5. Time period for "Launch of Broadband over Wi-Fi Services"**

- 5.1 The BWSP shall launch the services & get functionally tested first Wi-Fi access location for functional acceptance by BSNL and declare "Launch of Broadband over Wi-Fi Services" within 3 months from the date of issue of work order to the BWSP. For the purpose of launch one Wi-Fi Broadband location is sufficient. This shall be carried out separately and independently in each of the SSA even if the same BWSP has been awarded work in more than one SSA.
- 5.2 BWSP shall provide the test schedule which will be approved by BSNL in consultation with BWSP. BSNL shall perform the functional testing for the first hot spot location as per this test schedule finalized.
- 5.2.1 The Functional testing shall be carried out by a team designated by BSNL, in order to ensure that the Broadband over Wi-Fi service has been deployed properly & integrated to BSNL's existing access/ core infrastructure and to ensure that the quality of Services offered to the customers shall be at a satisfactory level. In functional testing billing, provisioning and Network monitoring mechanism, NMS and SLA tool established shall also be tested for proper functioning.
- i. The functional testing shall include tests for capacity and scalability on the equipment and functional tests.
  - ii. BWSP shall provide, at its own cost, the software programs and testers required for carrying out the acceptance tests.
  - iii. The BWSP shall arrange to provide the necessary tools and support for carrying out above tests.
- 5.2.2 NMS/SLA measurement tool shall be able to provide all the operational parameters including the downtime of Access Point Location for the calculation of SLA penalty. These shall be tested as part of functional testing before declaring "Launch of Broadband over Wi-Fi Services".
- 5.2.3 Based on functional test report, BSNL shall declare "Launch of Broadband over Wi-Fi Services".



### 5.3 Rollout obligation

- 5.3.1 In order to quickly proliferate the Broadband over Wi-Fi service it is imperative that BWSP put a Roll out program in place and monitor closely the rollout. The minimum rollout obligations for each SSA are as follows:

S No	Year	Minimum Revenue generated by BWSP in a SSA ( in Rs)	Penalty (Shortfall achievement) ( in Rs)
1	Year 1 & Year-2	75 Lakh	(i) >95% of target : NIL (ii) 80 to 95% : 2 Lakhs (iii) <80% : 5 Lakhs
2	Year 3	1 Cr	(i) >95% of target : NIL (ii) 80 to 95% : 2.5 Lakhs (iii) <80% : 6 Lakhs

- 5.3.2 Year 1 shall be counted from the date of issue of work order to the BWSP.
- 5.3.3 If the BWSP is not able to meet the above yearly targets then BSNL reserves the right to appoint more BWSP in that area. BSNL shall also be at liberty to terminate the contract and forfeit the full performance Bank Guarantee.

### 6. Liquidated Damage

- 6.1. Delay in "launch of Broadband over Wi-Fi service" (as defined in clause 5.1) shall attract a penalty of Rs 5,000 per week, for 10 weeks period. Thereafter a penalty of Rs 7,000 per week shall be applicable for the next subsequent 10 week for the delay in launch. After 20 weeks of delay, BSNL shall be at the liberty to terminate the contract.

### 7. TRAINING

- 7.1 The bidder shall provide training, for monitoring operations and maintenance of Broadband over Wi-Fi service to BSNL officers/officials free of cost.
- 7.2 The bidder shall provide all training material and documents.

### 8. PAYMENT TERMS (REVENUE COLLECTION AND SHARING)

8.1 Please refer Clause 4 & clause 5 of section 2.

### 9. SUBCONTRACTS

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

### 10. SLA and Penalty:

- 10.1 Penalties shall be levied on the Broadband over Wi-Fi Service provider (BWSP) for failure/disruption of the services, non meeting of QoS benchmark. Service levels and associated penalties are as below:

S. No.	Name of Parameter	Benchmarks	Averaged over a period	Penalty in case of non-adherence of benchmark
1	Wifi Access Point down time	Less than 8 hour on a cumulative basis in a calendar month	Per month	Rs. 100/- per hour per AP
2	Wifi Access location downtime	Less than 8 Hour on a cumulative basis in a calendar month	Per month	Rs. 500/- per hour per Wifi access location
3	WLC/WAG down affecting service	Less than 4 hours on cumulative basis in a calendar month	Per month	Rs. 2000/-per hour
4	WLC/WAG down not non-service affecting (as the system would run from redundant WLC/WAG system)	Less than 72 hours on cumulative basis in a calendar month	Per month	Rs. 500/-per hour

- 10.2 The above penalties shall be applicable if the failure/ disruption is due to the fault on part of the BWSP. BWSP shall not be penalized if the failure is due to fault on account of BSNL part.
- 10.3 BWSP shall provide NMS/EMS for Operation & Monitoring the Wifi access points & other equipments supplied by them so as to ensure uptime and also the service availability. BWSP shall also provide the SLA measurement tool. Report on above SLA items shall be submitted on monthly basis.
- 10.4 In case of not meeting the SLA, penalty shall be applied and upper limit of penalty should be 25% of BWSP's monthly payment.
- 10.5 BWSP shall meet the Quality of Service (QoS) parameters defined and modified time to time by TRAI in respect of Wi-Fi Services. Any penalty levied by TRAI on BSNL on part of this shall be passed on to the BWSP" (BSNL shall bear the responsibility towards this only attributable to BSNL network). This penalty is without capping and not covered by clause no. 10.4.
- 10.6 In case BWSP fail to comply SLA for continuous 3 months, BSNL shall be at liberty to terminate his contract & approach new BWSP.

## **11. INITIAL TERM, LOCK IN PERIOD, EXIT CLAUSE AND RENEWAL**

- 11.1. Duration of contract is 7 years from the date of issue of work order. After seven years also, the contract can be extended on year to year basis at the liberty of BSNL on mutually negotiated terms and conditions including commercials.
- 11.2. Renewal or extension of the agreement after 7 years period, will be based on the performance of the BWSP and mutually negotiated terms & conditions including commercial.

## **11.3. EXIT CLAUSE**

- 11.3.1 Contract shall have a lock-in BWSP period of three (3) years, starting from date of issue of work order. In case BWSP exits before 3 years, then it shall carry a penalty in the form of surrender of all equipments, accessories including Wi-Fi access points, POE, UPS, clamps, support structures, cables, wiring, Ethernet cable etc and also

forfeiture of PBG. In case of exit after lock-in period of 3 years, PBG shall not be forfeited but ownership of such assets of BWSP shall be transferred to BSNL at Rs 1000/- cost. Thus asset once laid by BWSP shall be in either of the case made over to BSNL.

- 11.3.2 BSNL reserves the right to terminate the agreement, at any time, due to change in its own license conditions or upon directions from the DOT/ Government of India. In such a situation, BSNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action.

## **12. FORCE MAJEURE**

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

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

## **13. TERMINATION ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT.**

- 13.1 In case of default by Bidder(s)/ Vendor(s) such as
- (a) Failure to deliver and/ or commission any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 5 of this section;
  - (b) Failure to perform any other obligation(s) under the Contract; and
  - (c) Equipment does not perform satisfactory in the field in accordance with the specifications;
  - (d) Or any other default whose complete list is enclosed in Appendix-1 of Section-4, Part-A;

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

## **14. ARBITRATION**

- 14.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CGM, BSNL Raipur or in case his designation is changed or his office is abolished, then in

such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CGM, BSNL Raipur or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CGM or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CGM or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CGM BSNL Raipur or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

- 14.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 14.3 The venue of arbitration shall be Office of CGM BSNL Raipur and/or SSA HQ or the office of the Arbitrator situated at Raipur or at the respective SSA HQ, as the case may be.

## **15. SET OFF**

Any sum of money due and payable to the bidder (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 bidder with the Purchaser or BSNL or such other person(s) contracting through the BSNL.

## **16. INTIMATION OF ROLLOUT PROGRESS**

The bidders, who are given Purchase Orders, must give the progress of rollout every month on the first working day of the following month to MM and the concerned User Branches of BSNL.

## **17. Indemnification**

- 17.1 Bidder shall indemnify BSNL against any third party claim for carriage/ termination or any other charges that may be payable for this traffic.
- 17.2 In case of any claims by any third party towards licensing or otherwise for the products provided by the Bidder, it will be the sole responsibility of the Bidder to settle such claims. Under no circumstance, BSNL will have any liability for any such claim.
- 17.3 Since the Wi-Fi service shall be launched under BSNL license granted by DOT, Bidder will ensure that there is no breach of license conditions and indemnify BSNL for damages both for financial and otherwise, arising out of any breach of the licensing condition.

17.4 Bidders have to give an Indemnity bond as per Section 7(F) along with the technical bid.

17.5 Bidder, as a provider of Wi-Fi services on behalf of BSNL, will abide by all the regulatory, statutory and licensing norms without any violation.

## **18. COURT JURISDICTION**

18.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of APO/AWO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.

18.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under.

**“This Contract/ PO is subject to jurisdiction of Court at Delhi only”.**

\*\*\*\*\*

## SECTION-6

### UNDERTAKING & DECLARATION

**6(A)** - For understanding the terms & condition of Tender & Spec. of work

**a) Certified that:**

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

**b) The Bidder hereby covenants and declares that:**

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

Date: .....

.....

Signature of Bidder

Place: .....

Name of Bidder .....

Along with date & Seal

**6 (B) – NEAR-RELATIONSHIP CERTIFICATE:**

(Format of the Certificate to be given as per the clause 29 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)

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

***Signature of the Bidder***

With date and seal

## SECTION- 7

### PROFORMAS

#### 7(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.... (hereafter known as the "Validity date") in favour of AO (A&B) BSNL O/o CGMT CG Circle Raipur (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(A&B) O/o CGMT CG Circle Raipur" payable at Raipur.
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  
.....

### 7(B) For the Performance Guarantee

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

Dated:.....

#### Sub: Performance guarantee.

Whereas AGM (IT) O/o CGMT CG Circle Raipur R/o .....  
.....(hereafter referred to as BSNL) has issued an AWO no. .... Dated  
...../...../20.... awarding the work of ..... to M/s  
..... R/o ..... (hereafter  
referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in  
favour of AO (A&B) O/o CGMT CG Circle Raipur of Rs. ..../- (hereafter referred to as  
"P.G.

Amount") valid up to ...../...../20.....(hereafter referred to as "Validity Date")

Now at the request of the Bidder, We ..... Bank  
.....Branch having .....  
(Address) and Regd. office address as .....  
..... (Hereinafter called  
'the Bank') agreed to give this guarantee 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 favour of "AO (A&B) O/o CGMT CG Circle Raipur" payable at Raipur.
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

.....

**7 (C) For Letter of Authorization for attending Bid Opening Event.**

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

**Subject:** Authorization for attending Bid opening

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

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

.....  
Signature of the Representative

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

.....  
Signature of the alternative Representative

.....  
Name of the alternative Representative

Above Signatures Attested

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

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

**Section 7 (D)**  
**Format of Non Disclosure Agreement (NDA)**  
**(To be typed on Rs 100/- non-judicial Stamp)**

This Agreement is made as of the ----- 2018 between **BHARAT SANCHAR NIGAM LIMITED (BSNL)** a Government of India Enterprise, having its corporate office at BSNL BHAWAN, H.C. Mathur Lane, Janpath, New Delhi which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and M/s ----- a company incorporated under the Indian Companies Act, 1956, and having its registered office at ----- herein after called "-----" which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

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

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

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, including information listed in Exhibit A attached hereto and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party ("Confidential Information"). Information consists of certain specifications, designs, plans, drawings, software, prototypes and/or technical information, and all copies and derivatives containing such Information, that may be disclosed to one another for and during the Purpose, which a party considers proprietary or confidential ("Information"). Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party within thirty (30) days of the initial disclosure.
2. M/s ----- and BSNL hereby agreed at during the Confidentiality Period:
  - a) The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined in exhibit A, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to

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

- b) Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed. Provided, however, that an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the Information.
3. The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate:
- a) was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or
  - b) has become generally available to the public without breach of confidentiality obligations of the receiving party; or
  - c) was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or
  - d) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or
  - e) is disclosed with the prior consent of the disclosing party; or
  - f) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or
  - g) the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.
4. Each party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Each party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all

copies must be returned by a certain date, and that no copies are to be made off of the premises.

5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.
6. Each party recognizes and agrees that all of the disclosing party's Confidential Information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
7. Access to Information hereunder shall not preclude an individual who has seen such Information for the purposes of this Agreement from working on future projects for the receiving party which relate to similar subject matters, provided that such individual does not make reference to the Information and does not copy the substance of the Information during the Confidentiality Period. Furthermore, nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know-how developed by the receiving party's personnel under this Agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the Information.
8. As between the parties, all Information shall remain the property of the disclosing party. By disclosing Information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION. Execution of this Agreement and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.
9. Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.
10. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
11. That in case of any dispute or differences, breach & violation relating to the terms of the Agreement. The said matter or dispute, difference shall be referred to sole arbitration of Chief General Manager (CGM) of BSNL, Raipur or any other person appointed by him. That the award of the arbitrator shall be final and binding on both the parties. In the event of such Arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or other wise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CGM BSNL, Raipur shall appoint another person to act as Arbitrator in place

of out going Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by his predecessor. M/s ----- will have no Objection in any such appointment, that arbitrator so appointed is employee of BSNL. 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.

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

13. This Agreement will remain in effect for five years from the date of the last disclosure of Confidential Information, at which time it will terminate, unless extended by the disclosing party in writing.

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

**M/s** \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BHARAT SANCHAR NIGAM IMITED**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



## Exhibit A to NDA

1. **Business Purpose:** Empanelment of company(s) for providing broadband and other Telecom services on Wi-Fi technology on revenue share basis for Chhattisgarh Telecom Circle vide EOI No. CGMT/CG/IT/BB-WiFi/BWSP/2017-18/5 issued on 22.02.2018.
2. Confidential Information of M/s.....  
.....
3. Confidential information of Bharat Sanchar Nigam Limited (BSNL):
  - i. All information shared in oral or in written form by BSNL with M/s .....  
.....
  - ii. Number of subscriptions, consumption pattern etc

M/s -----  
Signature

**Section 7 (E)**

**Support Certificate**

(To be given by OEMs)

**(On the Bidder's Letter Head)**

**To**

AGM (IT)  
Bharat Sanchar Nigam Limited  
Office of CGM Khamhardih  
Vidhan-Sabha Road Mowa  
Raipur Chhattisgarh- 492007

**Subject: EOI for empanelment of Company (s) for providing Broadband and other telecom services on Wi-Fi technology on revenue share basis for Chhattisgarh Telecom Circle.**

**Reference:** EOI No. CGMT/CG/IT/BB-WiFi/BWSP/2017-18/5 issued on 22.02.2018.

**We undertake to provide the following in reference to EOI under reference:**

1. Full Professional Service Support for turnkey implementation of the project covering Design, planning, supply and installation of all the hardware and applications, customization, commissioning, integration with other components of the project, training, Operation and maintenance of network and operations of the services as specified in the EOI document.
2. Preparation of all the documentation pertaining to planning, design, engineering, customization, integration, installation, operations and maintenance.
3. Support for operation, maintenance and upgrades is available as per terms and conditions of Operation during the entire period of contract with BSNL as envisaged in the EOI

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

\_\_\_\_\_  
Signature of Authorized signatory of Bidder

\_\_\_\_\_  
Signature of Authorized signatory of OEM/ Country Manager of OEM  
Name  
Designation

## Section 7 (F)

### DEED OF INDEMNITY

(On non-judicial stamp paper of appropriate value)

This **DEED OF INDEMNITY** is executed on this date \_\_\_\_\_ '18, by

1. <<**Name of the Bidder**>>, a company registered under the Companies Act, 1956 and having its registered office at <<Address of the Bidder>> acting through <<Authorized Signatory>> is hereinafter, for the purposes of this Deed of Indemnity, be collectively referred to as '**Hotspot Service Provider or 'BWSP'** is authorized representative, authorized to execute this Deed of Indemnity on behalf of the '**Hotspot Service Provider or 'BWSP'**.

#### TO AND IN FAVOUR OF

**Bharat Sanchar Nigam Limited**, through the General Manager MM BSNL Corporate Office (hereinafter referred to as the Purchaser which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized representatives and permitted assigns) **On the Other Part.**

#### WHEREAS

- (a) The Purchaser had invited bids *vide* their EOI No ..... DATED ..... (hereinafter referred to as 'EOI') for the purpose of Providing Hotspot Wi-Fi Service through BWSP on revenue share basis.
- (b) The BWSP (Bidder) had submitted its proposal dated \_\_\_\_ (hereinafter referred to as the 'Bid') for the provision of such services in accordance with its proposal as set out in its Bid and in accordance with the terms and conditions of the EOI.
- (c) The EOI Document requires the BWSP (Bidder) to indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in the mentioned work.
- (d) The Bidder has in order to comply with the terms of the EOI agreed to execute the Deed of Indemnity on such terms and conditions more fully mentioned below.

#### **NOW THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:**

1. The BWSP (Bidder) shall, in consideration of the Purchaser making payment under and in accordance with the EOI Document, hereby agrees to indemnify the Purchaser against any costs, loss, damages, and claims from third parties or liabilities suffered by the Purchaser and directly arising out of the following reasons:
  - a. Any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the BWSP (Bidder) or any sub-contractor during the course of performance of the Services.

- b. Any litigation arising out with the original software solution provider in case of bundled software for which separate licenses would otherwise have been required.
- c. The BWSP (Bidder) shall protect, defend, indemnify and hold harmless to BSNL and its employees, officers, Directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and cost (including legal costs and disbursements) arising from:
  - I. 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 EOI.
  - II. Any claim made by third parties arising out of the use of the services of BSNL being provided using the equipment supplied under the EOI to the extent these are attributable solely to the poor quality or non-compliance of the products/services to the respective specifications.
  - III. Any claims arising from the customers or other service providers in connection with interruptions or degradation of Services due to non-availability of services beyond the stipulated time frame as contained in AMC and solely attributable to the bidder of the product and services under this EOI.
  - IV. Any claim that the equipment/ services or any value addition component offered and supplied by the bidder in this EOI, infringe any patent, trademarks or copyrights of any third party.
- 2. This Deed of Indemnity shall stand terminated on expiry of or early termination of the contract period as envisaged in the above said EOI requirement.
- 3. The Deed of Indemnity shall constitute the entire indemnity provided by the BWSP (Bidder) for the indemnities asked in this EOI.
- 4. This Deed of Indemnity shall be governed by and construed in accordance with Indian law.

**(Authorized Signatory)**

**Date:**

**Place:**

**<< Name of the Bidder>>**

**Witness 1:**

**Witness 2:**

## SECTION- 8

### Bidder's profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire  
(To be filled in and submitted by the bidder)

#### A) Tenderer's Profile

1. Name of the Individual/ Company: .....
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 Company: 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  
.....  
.....

#### B) Questionnaire

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

1.1 If Yes, Give details

.....  
.....

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

2.1 If Yes, Give details

.....  
.....

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

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

4. Suggestion for improvement of the tender document.

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

Place.....

Signature of contractor .....

Date .....

Name of Contractor .....

## 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. .... dated .....the 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 .....days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank as specified in clause-4 of Section-5 Part-A for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: ..... day of ..... 20...

Witness

Signature.....

Name .....

Address .....

Signature .....

Name .....

In the capacity of .....

Duly authorized to sign the bid for and on

behalf of .....

**Section 9**  
**PART -B**

**Financial proposal**

I/ We/ M/s.....agree to the following revenue share arrangement:

Year	Broadband over Wi-Fi revenue share in (%)				Advertising revenue share in (%)	
	For Wi-Fi access locations wherever BSNL will provide backhaul connectivity		For Wi-Fi access locations wherever BWSP will provide backhaul connectivity on Unlicensed Radio band			
	BSNL	BWSP	BSNL	BWSP*	BSNL	BWSP
Year 1	55	45	45	45+10	50	50
Year 2	60	40	50	40+10	50	50
Year 3	60	40	50	40+10	50	50
Year 4 and thereafter	65	35	55	35+10	50	50

We have taken Note of the following:

1. The revenue share shall be on realized amount only net of all statutory taxes levies i.e. all applicable taxes and various Government levies, License fee (if any) & Sales commission (if any) shall be deducted first from the realized amount, for assessment of shareable revenue.
2. \*Initially additional 10% revenue share as indicated above in Table shall be payable to BWSP on revenue generated from Wi-Fi access locations wherever BWSP has extended back haul connectivity from BSNL POP to Wi-Fi access locations on unlicensed radio band for a period of one year. Thereafter, if the respective Wi-Fi access location become feasible on BSNL OFC, then Radio link shall be shifted elsewhere as new Wi-Fi access location in mutual consultation between BSNL and BWSP.
3. BSNL shall be at liberty to use the Wi-Fi infrastructure/AP(s) set up by BWSP for Mobile Data Offload, which shall be provided by Mobile Data Offload solution of BSNL without any additional revenue share to BWSP."

(Signature of Authorized Signatory)

Name.....

**Official Seal**



### Appendix-1 to Section 4 Part A

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	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;	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.
	and detection of default at any stage from receipt of bids till award of APO/AWO/ issue of PO/WO.	
	<b>Note 1:-</b> However, in this case the performance guarantee if alright will not be forfeited.	
	<b>Note 2:-</b> 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>(i) If detection of default is prior to award of APO/AWO</i>	i) Rejection of Bid & ii) Forfeiture of EMD.
	<i>(ii) If detection of default after issue of APO/AWO but before receipt of PG/ SD (DD,BG etc.)</i>	i) Cancellation of APO/AWO , ii) Rejection of Bid & iii) Forfeiture of EMD.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(b) cont d.	(iii) If detection of default after receipt of PG/ SD (DD,BG etc.) .	i) Cancellation of APO/AWO 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) If detection of default after issue of PO/ WO	i) Termination/ Short Closure of PO/WO and Cancellation of APO/AWO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
	<b>Note 3:-</b> However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	<b>Note 4:-</b> 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 :	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.

<b>S. No.</b>	<b>Defaults of the bidder / vendor.</b>	<b>Action to be taken</b>
<b>A</b>	<b>B</b>	<b>C</b>
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.	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, 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.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) &amp; recover its cost, if paid, from the o/s bills/ PG/ SD; OR</p> <p>ii) If the material is inducted in network &amp; 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	Submission of claims to BSNL against a contract	<p>i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG &amp; SD etc. and by invoking '<b>Set off</b>' clause 15 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>
	(a) for amount already paid by BSNL .	
	(b) for Quantity in excess of that supplied by Vendor to BSNL.	
	c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	
	<b>Note 5:-</b> The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	<b>Note 6:-</b> This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	<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 &amp; 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>
	a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
7 con- td.	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.	iv) Legal action will be initiated by BSNL against the Vendor if required.
	c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	
	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	
	e) undertakes any action that affects/ endangers the security of India.	
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of Supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a Committee.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
8 con-td.		Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business Dealings.	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, If the material is inducted in network &amp; 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.	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, Whichever is later</p>

<b>S. No.</b>	<b>Defaults of the bidder / vendor.</b>	<b>Action to be taken</b>
A	B	C
10 con- td.	b) in spite of Court Orders.	<p>iii) Take legal recourse i.e. filing Recovery suite in appropriate court.</p> <p>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 &amp; Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	<p>The following cases may also be considered for Banning of business:</p> <p>(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.</p> <p>(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 &amp; 4.2.</p> <p>(c) If the vendor/ supplier fails to submit required documents/ information, where required.</p> <p>(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.</p>	<p>i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>

<b>Note 7:</b> The above penalties will be imposed provided it does not clash with the provision of the respective tender.
<b>Note 8:-</b> In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.
<b>Note 9:</b> Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.