



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

**RFP for "Selection of Agency for providing live web streaming
(Audio, Video, Record, Viewing & other services) for the
upcoming Assembly Elections Monitoring
at different locations in State of Maharashtra and Goa**

**Issued by EB-MH Section
Bharat Sanchar Nigam Limited
O/o CGMT Maharashtra Circle,
5th Floor, B wing, BSNL Admin Bldg,
Santacruz (W), Mumbai-400054**

Visit us at: www.maharashtra.bsnl.co.in

SECTION 1
BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
5th Floor, BSNL admin Bldg, Bharat Sanchar Nigam Ltd,
Santacruz (W), Mumbai-400054

From: DGM (EB-MH)
5th Floor, EB-MH Section,
B wing, BSNL Admin Bldg,
Santacruz (W), Mumbai-400054

To,
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No. MHCO-EBMH/19(41)/1/2021-O/o PGM EBMH-Part(1) Dated: 06.09.2024

Sub: - Tender documents for “Selection of Agency for providing live web streaming (Audio, Video, Record, Viewing & other services) for the upcoming Assembly Elections monitoring at different locations in State of Maharashtra and Goa.

Tender No.:

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

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If interested, kindly submit your bid offers online (in case of tenders invited through e-tendering portal) or physically (in case of tenders invited through manual tendering) on or before date & time specified in Clause 6 of detailed NIT.

DGM (EB-MH)

Tel.: 26617499,

Mob: 9423991982 / 9423991937

**E-Mail: ebmhsales@bsnl.co.in
priya@bsnl.co.in**

Regd. Off.: BSNL, Bharat Sanchar Bhawan, Janpath New Delhi -110 001.
Web: www.bsnl.co.in

SECTION 1 Part A

Detailed NOTICE INVITING E-TENDER (DNIT)

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
EB-MH Section, 5th floor, BSNL Admin Bldg Juhu Rd,
Santacruz (W), Mumbai - 400054

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Digitally signed **only online** bids are invited by CGMT BSNL Maharashtra Circle, Mumbai-54 for supply of following Items or undertaking following works.

S. No.	Name of the Item/ Work	Estimated Quantity (Nos.)	Bid Security/Earnest Money Deposit Amount for the tender
	“Selection of Agency for providing live web streaming (Audio, Video, Record, Viewing & other services) for the Upcoming Assembly Elections Monitoring at different locations in State of Maharashtra and Goa	Presently At All Vidhan Sabha Constituencies for Assembly elections in state of Maharashtra. And for similar requirements in future for other elections within a period 2years.	NIL

Note 1: The quantity /no. / Sites stated above are estimated and depend upon the orders that BSNL can get from customer. BSNL reserves the right to vary the quantity to the extent of -25 % to +25 % of specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms & conditions.

Note 2: Deleted

(Note-2 shall be deleted in case the tender does not have provision for reservations for MSE units)

1.1 Deleted

2. Purchase of Tender Document: Tender document can be obtained by downloading it from the website <https://etenders.gov.in/eprocure/app> and “www.bsnl.co.in” following “Link for E-tenders by BSNL” in case of tenders invited through e-tendering process.

2.1 The bidders downloading the tender document are required to submit the tender fee amount (Not applicable) through DD/ Banker's cheque along with their tender bid failing which the tender bid shall be left archived unopened/ rejected.

The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of "AO (F & A) BSNL" payable at Mumbai.

2.2 Deleted

3.0 **Availability of Tender Document:** The tender document shall be available for downloading from 06.09.2024 onwards up to 17.09.2024.

3.1 In case of tenders invited through e-tendering process, physical copy of the tender document would not be available for sale.

3.2 Deleted

Note 3: The Tender document shall not be available for download on its submission / closing date.

4. **Eligibility Criteria:** - The bidder should have:

- a) BSNL empanelled CEASPs having adequate experience as mentioned in the tender document for webcasting services.

S.No	Requirement	Eligibility Criteria	Supported Documents to be submitted
2.	ASP Empanelment	The Vendor should have been empaneled with BSNL at national level as Centrally Empaneled Application Service Provider (CEASP) as on date on bid submission Consortium arrangement is not allowed in this RFP.	(Valid copy of ASP Empanelment Certificate and agreement to be submitted).

	<p>Technical Capability</p>	<p>The bidder should have experience in executing live web streaming (with IP based HD web cameras- based audio & video from multiple locations) for Elections conducted by Election Commission of India (ECI) /Chief Electoral Officer/ State Election Commission. The bidder should have successfully executed the following project/s during the last 3 years in India covering the 5000 number of polling stations With one order of at least 1000 cameras.</p>	<p>Copy of the work orders or Agreements and Completion/ Satisfactory Certificates from the customers to be submitted.</p>
	<p>Technical Capability</p>	<p>The Vendor should have the capability to arrange for sufficient manpower to cater to Elections live Webcasting surveillance for 50% to 100% of the polling booths across state of MH</p>	<p>The vendor shall submit a self-Declaration certificate for the same.</p>
	<p>Technical Demo</p>	<p>The selected vendor will have to setup and demonstrate the required equipment and related peripherals and carry out necessary integration at various Polling Booths across the State. District Election Officers (DEO's) across the State will coordinate with the selected vendor in the deployment of staff and technical staff of the successful bidder. The successful bidder shall provide required manpower for locations for polling & counting activities.</p>	<p>The vendor shall submit a self-Declaration certificate for the same.</p>
	<p>GST</p>	<p>The Bidder should have valid PAN and GST registration.</p>	<p>The bidder should enclose the Registration Certificate for Goods and Services Tax (GST) and also submit GST</p>

Non Blacklist	The Bidder should not have been black-listed by any State / Central Government / Quasi government agency or any Multi-Lateral Donor Body (World Bank, ADB, JICA, etc.) during the past 3 years (even if the black-listing was subsequently withdrawn)	Self-Declaration Certificate should be Submitted
Experience in Maharashtra	The Bidder Should have executed at least TWO Election webcasting projects in Maharashtra on behalf of Election Commission of India (ECI) / Chief Electoral Officer/ State Election Commission/ Government/ Semi Government/ Local Bodies...	Copy of work order and Completion certificate to be submitted.
	The Bidder should have experience of successfully completing webcasting services for Field surveillance vehicles in India / Maharashtra	Copy of work order and Completion certificate to be submitted

- 4.1 The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self-attested by the bidder.
- 4.2 Bidder/ CEASP participating in this RFP will not quote the commercials directly to CEO/DEO/ any state election authority or participate in tender issued by such authorities. Undertaking in this respect as per format specified in Section 9 Part C to be submitted by the bidder/ CEASP.

5. Bid Security/EMD: NO EMD to be submitted.

6. **Date & Time of Submission of Tender bids online:** on or before Date 18.09.2024 & Time 1400Hrs

Issue of RFQ	06.09.2024
Last date for submission of queries by e-mail	10.09.2024 1400Hrs
Pre- bid meeting with CEASPs	12.09.2024 1400Hrs
Last date of submission of bid	18.09.2024 1400Hrs
Opening of Technical Proposal	19.09.2024 1400Hrs
Address for Pre-bid meeting, Submission of RFQ response, Opening of Technical Proposal and Opening of Financial Quotes.	DGM (EB-MH), O/o CGMT, MH Circle, 5 th Floor, "B" Wing, Admin Bldg, BSNL Complex, Juhu Road,

	Santacruz (W), Mumbai-400054.
Contact Numbers	022-26615816/ Mob. 9423991982/ 9423991937
All correspondence relating to the RFQ to be sent to email id	ebmhsales@bsnl.co.in/priya@bsnl.co.in

Note 4: 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.

7. **Opening of Tender Bids:** Date 19.09.2024 and time 1400Hrs

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

8.1 In case of tenders invited through e-tendering process, the tenders shall be opened through 'Public Online Tender Opening Event (POTOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Kindly refer clause 8 of Section 4 Part C of Tender document for further instructions.

8.2 Deleted

8.3 Opening Officers would be conducting Public Online or manual Tender **Tender Opening Event (TOE).**

9. Tender bids received after due time & date will not be accepted.

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

11. CGMT BSNL MH Circle reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.

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

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

Note 5: All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

Note 6: All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.

SECTION 1 Part B

NEWS PAPER N.I.T. (NNIT)



BHARAT SANCHAR NIGAM LIMITED
O/o CGMT, BSNL Admin Bldg, Santacruz Mumbai-54

Deleted

SECTION 2

Tender Information

1. Type of tender- :

- a) No. of Bid Submission Stages for tender: Single Stage.
- b) No. of Envelopes for submission of Bids: Two Nos. (Opening stages: Two)
- c) E-reverse auction (In case of tenders : No invited through e-tendering only)

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

2. Bid Validity Period /180 days from the bid Offer / tender opening date.

3. In case of tenders invited under two envelopes system, the first envelope will be named as techno-commercial & will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2nd envelope will be named as financial envelope containing financial quote. These envelopes shall contain one set of the following documents :-

- a) **Techno-commercial envelope** shall contain :-
 - i) EMD if applicable
 - ii) Cost of the tender documents i.e. tender fee.
 - iii) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the DNIT
 - iv) OEM Support letter
 - v) Make in India Certificate issued by the OEM
 - vi) Land border sharing Certificate issued by the OEM
 - vii) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A
 - viii) Integrity Pact (if applicable)
 - ix) Clause by clause compliance as per clause 11.2 of Section 4 Part A
 - x) Bidder's Profile & Questionnaire duly filled & signed.
 - xi) Non-Relation Certificate duly filled & signed.
 - xii) Undertaking & declaration duly filled & signed
 - xiii)** Documents stated in clause 10 of Section 4 Part A.
 - xiv) Tender documents duly signed at the end of each section for having read it & accepted it (only in case of Manual bidding Process).
 - xv) Tender/ Bid form- Section 9 Part A
 - xvi) Electronic Form- Technical (in case of tenders invited through e-tendering process)

Note 5: Deleted

b) Financial envelope shall contain:

- i) Electronic Form- financial along with Price Schedule (Section 9 Part B (I & II) with all relevant bid annexure (in case of tenders invited through e-tendering process).
- ii) Bid form- Price Schedule (Section 9 Part B (I & II) duly filled & signed (in case of tenders invited through manual bidding process).

Note 6:- In case of e-tendering, the following documents are required to be submitted offline (i.e. offline submissions) to DGM (EB-MH), 5th Floor, B wing , BSNL Admin Bldg, BSNL complex, Juhu Rd, Santacruz (W), Mumbai, Maharashtra 400054 on or before the date & time of submission of bids in a sealed envelope.

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

- i) EMD – Bid security (original copy) Not Applicable
- ii) DD/ Banker’s cheque of Tender fee Not Applicable
- iii) Power of Attorney in accordance with clause 14.3 of section 4 Part A and authorization for executing the power of Attorney. To be submitted
- iv) Integrity Pact (if applicable) : Not applicable

4. In case of tenders invited under Single Envelope system, the envelope will contain both techno-commercial & financial bid i.e. documents 3 (a) (i) to (xi) & 3 (b) (i) to (ii).

5. Payment terms

- a) **Payment will be made to successful bidder on back to back basis after receiving the payment by BSNL from customer after deducting the penalty if any.**
- b) **Revenue share to successful bidder will be paid on net revenue to BSNL after deducting taxes (GST etc.)**
- c) All other terms and conditions will be as per EOI and Agreement of CEASP with BSNL Corporate office, New Delhi CEASP policy

6. Delivery Schedule

As per requirement by customer (District Election officer) The successful bidder is required to have at least two day trial runs of the process, to satisfy the client that their systems are in good working condition at least two days before the poll and the counting day.

7. Consignee :

District Election officer of concerned District. It will be a back to back work order to successful bidder after BSNL gets the work order from District Election officer.

SECTION 3 Part A

SCOPE OF WORK

A. General :

NAME OF WORK: - Selection of Agency for providing live web streaming (Audio, Video, Record, Viewing & other services) for the upcoming Assembly Elections Monitoring at different locations in State of Maharashtra and Goa as per description and terms & conditions specified hereinafter:

1. Online bid shall be received by the BSNL before the time and date specified in the schedule of the tender notice.
2. Address for Communication: O/o DGM (EB-MH), 5th Floor, B-wing, BSNL Admin Bldg, Juhu Tara Road, Santacruz (w), Mumbai 400054.
3. The bidder should comply with **Make in India Policy** issued by Govt. Of India Vide letter no. No. 18-10/2017-IP.
4. **Land Border sharing policy:** The perspective bidder (CEASP) may ensure restriction on procurement from a bidder/OEM of a country which shares a land border with India as per guidelines published by Ministry of Finance, Department of Expenditure, Public Procurement Division, dated 23-07-2020 vide letter No. F.18/37/2020-PPD
5. In case of any delay, due to any reason whatsoever, in receipt of Bid Documents sent by the bidders, BSNL will not be held responsible.
6. All other terms and conditions will be as per EOI and Agreement of CEASP with BSNL Corporate office, New Delhi CEASP policy

Preamble

The ECI has directed that Live Web Casting of poll proceedings on poll day may be taken up in minimum 50% of the Polling Stations of the Maharashtra Assembly 2024 Constituencies using IP based webcam/HD camera and connectivity of either 4G/3G, for effective monitoring of Poll in the Polling Stations without compromising the secrecy of voting in connection with Loksabha and assembly Elections in State of Maharashtra and Goa. The webcasting is proposed based on local availability of connectivity in line with the directions of the Election Commission of India. The actual number of Polling Stations in which the web streaming to be taken up will be finalized based on the feasibility of net connectivity and requirement from different DEOs in Maharashtra and Goa.

The cost towards SIMs, Data, Solution, Cameras, Manpower and all Items in the scope of work (except Leased Line Bandwidth Charges) should be borne by Bidder. The connectivity to be decided based on the best signal strength and as per feedback and requirement of CEO/DEOs Maharashtra / Goa.

Technical and Commercial Proposal is invited from qualified and experienced BSNL empanelled CEASPs having adequate Election experience in webcasting services through online tender portal <https://etenders.gov.in/e procure/app> on behalf of CGMT MH Circle, to be submitted to DGM (EB-MH) O/o CGMT, MH Circle, 5th Floor, 'B' Wing, Admin Bldg, BSNL Complex, Juhu Road, Santacruz (W), Mumbai-54 on or before due date and time, with subject line **"Selection of Agency for providing live web streaming (Audio, Video, Record, Viewing & other services) for the assembly Election Monitoring**

B. Schedule of Events :

Issue of RFQ	06.09.2024
Last date for submission of queries by e-mail	10.09.2024 1400Hrs
Pre bid meeting with CEASPs	12.09.2024 1400Hrs
Last date of submission of Bid	18.09.2024 1400Hrs
Opening of Technical Proposal	19.09.2024 1400Hrs
Address for Pre-Quote meeting, Submission of RFQ response, Opening of Technical Proposal and Opening of Financial Quotes.	DGM (EB-MH), O/o CGMT, MH Circle, 5 th Floor, "B" Wing, Admin Bldg, BSNL Complex, Juhu Road, Santacruz (W), Mumbai-400054.
Contact Numbers	022-26615816/ Mob. 9423991982/ 9423991937
All correspondence relating to the RFQ to be sent to email id	ebmhsales@bsnl.co.in/priya@bsnl.co.in

C. Scope of Work:

Item	Description
1	Providing IP based web camera with built-in 2G/3G/4G SIM, along with all necessary items / accessories for feed delivery and storage including secured Cloud Server with manpower at Polling booth. (The configuration as mentioned in Table A Section 3 Part B)
2	Providing IP based web camera with built-in 2G/3G/4G SIM, along with all necessary items / accessories for feed delivery and storage including secured Cloud Server at Designated Counting Centers (Around 7 Camera per center) with manpower (The configuration as mentioned in Table B Section 3 Part B)
3	43" LED TV (with all necessary setup, accessories with installation and technician-manpower) (The configuration as mentioned in Table C Section 3 Part B)

4	Supply of 4x4 Video Wall and 1 manpower at CEO/DEO office on dry run and poll day
5	Providing IP based web camera with built-in 2G/3G/4G SIM for Check Post Monitoring along with all necessary items / accessories for feed delivery and storage including secured Cloud Server at Designated Counting Centers
6	Providing complete 3MP based Webcasting Services for field surveillance vehicles with 2G/3G/4G SIM connectivity, along with all necessary items / accessories for feed delivery and storage including secured Cloud Server with manpower
7	Providing complete 3MP based Webcasting Services for First Level Checking (FLC) with 2G/3G/4G SIM connectivity, along with all necessary items / accessories for feed delivery and storage including secured Cloud Server with manpower

- D. Work description:** To provide Webcasting services for Election Monitoring at different locations in Maharashtra through 3 MP Web cameras with built-in 2G/3G/4G/5G SIM based connectivity and their recordings to be submitted after the event. The Election Monitoring to be done through secured Cloud based server technologies.

Item	Work description	Scope of Bidder
1	Webcasting enabled CCTV Camera with live webcasting at ordered locations (allied activities and related services mentioned in tender) of polling activities and other activities as ordered, (with all necessary setup and with installation (minimum 3MP IP web camera for indoor and outdoor , Power supply, 4TB Hard disk, connectors with power backup up to 5 hours along with all necessary accessories and equipment's(i.e. Cable, connectors, internet/High Speed net connectivity device, USB cable camera Stand/Fixer and related accessories etc. and control room, camera wide angle with 30/170 degree coverage, 10X zooming. Helpdesk (At central control center) with 5 technicians required all items with power backup)and technicians (manpower) with all transportation charges and registered web casting software 4TB HDD for data backup and necessary items (At polling Booths)	complete system shall be provided by bidder on OPEX / Rental basis

2	<p>Webcasting enabled CCTV Camera with live webcasting at ordered location (allied activities and related services mentioned in tender) of counting activities as ordered, (with all necessary setup and with installation (minimum 3MP IP HD Web camera for indoor and outdoor , Power supply, 4TB Hard disk, connectors with power backup up to 5 hours (If Required, or otherwise will be provided by the end user) along with all necessary accessories and equipment's(i.e. Cable, connectors, internet/High Speed net connectivity device, USB cable camera Stand/Fixer and related accessories etc. and control room, camera wide angle with 30/170 degree courage, 10X zooming. Helpdesk (At central control center) with 5 technicians required all items with power backup) and technicians (manpower) with all transportation charges and registered web casting software 4TB HDD for data backup and necessary items (At Counting centers)</p>	<p>Complete system shall be provided by bidder on OPEX / Rental basis.</p>
3	<p>43" LED TV (with all necessary setup, accessories with installation and technician-manpower) (including all taxes)</p>	<p>complete system shall be provided by bidder on OPEX / Rental basis</p>
4	<p>Supply of 4x4 Video Wall and 1 manpower at CEO office on dry run and poll day</p>	<p>complete system shall be provided by bidder on OPEX / Rental basis</p>
Item	Work description	Scope of Bidder
5	<p>Webcasting enabled CCTV Camera with live webcasting at ordered location (allied activities and related services mentioned in tender) of counting activities as ordered, (with all necessary setup and with installation (minimum 3MP IP HD Web camera for Check post outdoor , Power supply, 4TB Hard disk, connectors with power backup (Power Bank) up to 5 hours along with all necessary accessories and equipment's(i.e. Cable, connectors, internet/High Speed net connectivity device, USB cable camera Stand/Fixer and related accessories etc. and control room, camera wide angle with 30/170 degree courage, 10X zooming. Helpdesk with 5 technicians required all items with power backup) and technicians (manpower) with all transportation charges and registered web casting software 4TB HDD for data backup and necessary items (including all taxes) (The configuration as mentioned in Table B)</p>	<p>complete system shall be provided by bidder on OPEX / Rental basis</p>

6	As per the direction of the Election Commission of India, Flying Squads, Video Surveillance Teams, Sector Officer Teams etc., will be formed for conducting the election in fair and transparent manner, seizure and release of cash and other items during election process. The Election Commission of India, has set the Standard Operating Procedure (SOP) for deployment of Flying Squads, Video Surveillance Teams , Sector Officer Team etc. The vehicles used by FST (Flying Squad Team) to be fitted with PTZ (Pan, Tilt & Zoom) cameras for effective monitoring and timely action for election code compliance. Vendor need to successfully carrying out the installation of PTZ cameras to FST Vehicles and perform monitoring and Related Services per these technical specifications (Annexure-PTZ_A)	complete system shall be provided by bidder on OPEX / Rental basis
7	Providing complete 3MP based Webcasting Services for First Level Checking (FLC) with 2G/3G/4G SIM connectivity, along with all necessary items / accessories for feed delivery and storage including secured Cloud Server with manpower	complete system shall be provided by bidder on OPEX / Rental basis

E. ROLE & RESPONSIBILITY OF CEASP/BIDDER:

I. The successful bidder will have to provide all the required hardware/ software necessary for election monitoring at the designated locations as mentioned in scope of work.

Detail of experience

S.N.	Project Name	Name of concerned Govt. Agency/ Department/ Government Agencies/ Govt. aided agencies	Total Project / No. of locations contract Value in Rs.	Contract Award Date and Work Completion Date	Relevant Certificates enclosed
1					
2					
3					

Note: Extra sheets may be attached.

Quantity

II. Minimum 3MP with built-in 2G/3G/4G/5G SIM based connectivity will be used for providing the above services in above said elections. Requirement may vary

depending upon actual requirement received from customer (Election Department).

III. To provide uninterrupted service of web camera along with back-up of recording and ensure proper working of web camera during the conduct of Election in the time period mentioned in the Work Order.

IV. The bidder has to supply and install the web camera, webcasting camera as per the minimum specification (as per Table 1) in the identified Polling stations. The web camera should have facility of local recording, with minimum of 3 Megapixel resolution. The webcasting camera should have night vision capability, wide angle with 30/ 170 degrees' coverage. The webcasting camera should be having capability of zooming as per requirement. The webcasting camera should have minimum illumination of .05 lux.

V. Establishment of the centralized Help desk to manage and fix the complaints/issues coming up on the Polling days and similarly for Counting days.

VI. Bidder should provide required engineer /manpower at central location / DEO / Collector office for showing/ configuring live webcasting on PC / Laptops of the end user.

VII. The software shall provide video election monitoring URL with password protection to view District wise, Parliamentary Constituency/ Assembly Constituency wise and Polling Station/ Counting Centre wise videos which are streamed from the Polling Stations/ Counting Centers. The software shall provide for secure data election monitoring over the internet, with viewing access only to the CEO, and such other Offices as authorized by the CEO with user id and password. The data election monitoring shall not be open for viewing by the public over the internet without the approval of CEO.

VIII. The webcasting camera should support 16-4096 Kbps code rate, support constant bit rate/variable frame rate of up to 30 fps. Image Control: Backlight compression, Automatic white balance, and 3D digital noise reduction.

IX. Description and make / model of these webcasting camera should be provided in the proposal.

X. The Application shall be loaded from the Browser and the operator shall, only have the capability to Start and Stop the Recording.

XI. The bidder is required to submit complete recording of the entire Election within 5-8 days of completion of the Election to End user. The Recording Hard disk is also in Bidder's scope of work.

XII. All the hardware / software required for the job shall be procured and maintained by the service provider

XIII. The bidder will provide the browser based on-line live election monitoring viewing software based on username & password.

XIV. The responsibility of the End user will be to provide one Electrical point (230V AC) at respective Election poll booth centers.

XV. All election monitoring must also be recorded on secured (miety approved) central server in India and on local devices and successful bidder shall give undertaking to End User that all data shall be deleted after the submission/confirmation of tender authority. No Election data shall be export/leaked in any manner without the permission of End User.

XVI. The Successful Bidder will have to arrange any additional hardware quantity, if required by the customer.

XVII. The bidder will have to ensure clarity and good condition webcasting camera at the Centers.

XVIII. Installation and Execution certificate must be obtained from Concerned DEO office by the Bidder.

XIX. The manpower for doing web casting at the polling stations would be selected and provided by the bidder for at least 3 days of duty including training, trials and polling day activities. No. of operator(s) per election center may be deployed as deemed fit by bidder.

F. Main Documents to be submitted alongwith other documents as per RFP document:

- a. BSNL empanellemnt letter (CEASP)
- b. Copy of this RFP signed on all pages.
- c. Experince details (copy of work order , Completion certificate from customer).
- d. Commercial proposal in Financial bid format.
- e. Undertaking to provide the service as per the requirement in this RFP.

G. Service Level Requirements & penalty

1. 100% Server, Network & Power Uptime SLA: The bidder should provide with 100% uptime for Server, Network & Power SLA as standard. This shall be applicable on the polling/ counting days as declared by the CEO/DEO and shall be applicable for 24 hours or as decided by the client. The Bidder should ensure:

SERVICE AVAILABILITY	Penalty : Deduction from total cost per location
99.9% to 100%	0%

98% to 99.8%	10%
95% to 97.9%	25%
94.9% and below	50%

2. The buffer should not happen in the election monitoring at the CEO, DEO and RO office. Bidder will develop a dashboard for reporting the buffer and failure.

Buffer and connection loss	Penalty : Deductions from the total cost per location
<10 point failures	0%
>10 Points Failure	10%
>50 Points Failure	25%
>100 Point Failures	50%

Note: In case of any disruption due to internet connectivity, the election monitoring data, which is being stored on local hard disk by the First Party as part of the solution, shall be made available in DVD at the end of the day to the officials concerned. In such cases where the bidder is able to make the streamed available on DVD, the polling station would be counted as ½ value for deduction purpose.

Special Terms and Conditions.

1. The bidder has to undertake to provide the service as per the requirement and given the purchase order for all elections.
2. Bidder will provide polling booth wise download and upload speed as per requirement for election.
3. Live demo covering 100% polling booths will be given by Bidder two days prior to polling day(s) as well as if mandated by ECI on counting day(s) with no extra cost.
4. After receiving work order Bidder will appoint Manager for getting work done, to coordinate with Chief Electoral Officer/District Election Officer (DC)/ARO(SDM/ADM). Manpower at locations will report on as per project to the concerned presiding officer.
5. Web casting cameras would be supplied by bidder at ARO(SDM) level 5 days prior to poll day and Bidder will start installing the same so that live demo covering 100% Polling Booth will be given two days prior to polling day(s) and similarly if mandated by ECI on counting day(s) with no extra cost.
6. Similarly, the above procedure will be followed for live election monitoring from counting

centers on counting day(s), if mandated by ECI.

7. The deduction of payment due to service unavailability or due to buffer and connection loss would be done from the cost quoted for the polling station or a counting hall Web Camera.

SECTION 3 Part B

TECHNICAL SPECIFICATIONS/ Requirements

A. General :

B. Technical specifications: The equipment shall conform to the Technical specifications as mentioned below :

Technical Specifications & Compliance of the camera for Polling Stations and Counting Day

Table A

Description	Details	Compliance Yes/No
During Polling	IP based web camera	
	Facility of local recording	
	Minimum 3mega pixel camera resolution	
	Night vision capability	
	Wide angle with 30 / 170 degrees coverage	
	Capability of 10x zooming	
	Minimum illumination of .05 lux	
	Camera should support 16-4096 kbps code rate	
	Camera should support constant bit rate / variable frame rate of up to 30 fps	
	Image control: Backlight compression, Automatic white balance, 3D digital noise reduction,	
	The display to be supported is 1920*1080	

Table B

Description	Details	Compliance Yes/No
During Counting / Vehicle Surveillance/ Check post / FLC	IP based HD web camera	
	Facility of local recording	
	Minimum 3 mega pixel camera resolution	
	Night vision capability	
	Wide angle with 30 / 170 degrees coverage	
	Capability of 10x zooming	
	Minimum illumination of .05 lux	
	Camera should support 16-4096 kbps code rate	
	Camera should support constant bit rate / variable frame rate of up to 30 fps	
	Image control: Backlight compression, Automatic white balance, 3D digital noise reduction,	
	The display to be supported is 1920*1080	

Table C

Specifications for LED TV:

S.N.	Descriptions	Compliance Yes/No
1.	43 inch display with floor stand /Slanting stand for dais with The following accessories: 15 meter HDMI& C-Video cable Should have the following inputs (S-video, C-Video, HDMI & PC VGA input) Should have composite video & PC VGA out Should have 20W speaker output Should come with remote control	

Technical Specifications

Task 1: Hosting of the web based streaming software:

The bidder shall deploy suitably secure proven web based software that has the ability to record both audio and video.

The key features of the software shall be:

1. Able to record video in H.264 compression or other equivalent open formats which can be read by a variety of open source software solution.
2. Able to record at least 4 kbps audio in a good quality. This may be either encoded within the video stream or recorded as a separate stream.

3. The camera should be wall mounted (up to 7 feet height) and fixed. It should be appropriately secured from physical damage.
4. The web camera should be so placed to cover the maximum possible area in polling station without hampering the secrecy of vote. The light and glare should be minimum and should be capable of zooming in as per the requirements. It should clearly capture and transmit the following aspects of the poll proceedings:
 - a. Process of identification of voter by polling officer
 - b. Application of indelible ink on the finger of the voter.
 - c. Initialization of control unit of EVM by presiding officer after satisfactory identification of voter.
 - d. Voter's visit to voting compartment for casting vote on the balloting unit of EVM, but without showing cover face of Ballot Unit/VVPAT so that voter's secrecy is preserved under all conditions and clear beep sound after press of the button.
 - e. Presence of polling agents to the possible extent.
 - f. Sealing of EVM (BU/CU), VVPAT and giving copies of form 17C to polling agents.
5. During recording the assembly constituency (AC No.) and polling station no. (PS No.) should be visible clearly in camera view.
6. Further, it must be ensured that in the framework used for webcasting, advertisement of any kind is not displayed.
7. Both audio and video should have the running time stamp. The timestamp should come from a secured location / source and should be approved by the Nodal Officer.
8. The recording should not require any specialized software for viewing and should be done using the standard browsers, which include the latest and up to four previous versions of the following – Google Chrome, Internet Explorer, Mozilla Firefox and Apple Safari.
9. The Application shall be loaded from the browser and the operator shall, only have the capability to Start and Stop the Recording. (The operator is the manpower provided by the bidder, who will use and operate the recording system and online application at the polling station).
10. The software shall provide video streaming URL with password protection to view district wise, parliamentary constituency/assembly constituency wise and polling station/counting center wise videos which are streamed from the polling stations/counting centers. The software shall provide for secure data streaming over the internet, with viewing access only to the DEO, and such other offices as authorized by the DEO with user id and password. The data streaming shall not be open for viewing by the public over the internet without the approval of DEO.

11. The software shall include option for
 - a. Connectivity status of web camera/IP camera from the polling station/counting center whether the stream is online/offline.
 - b. Option for auto rotation of videos within assembly constituency/district/state level based on the type of user connected and option selected.
 - c. Option for on-demand view of the polling station/counting center wise video.
12. Upon browser based video recording commencement, generic desktop lock must be engaged to disable all other applications from launching and connecting to the internet.
13. The software provided should have been developed by the bidder and should not be the free software or shareware available on the internet. During the recording, the user should be able to see the actual video that is being recorded.
14. The software should be able to offer graceful degradation of the recording quality in case there is deterioration in the network speed. This should be automated without any user inputs to be required on this.
15. The necessary load testing should also be carried out so that web streaming event meets the demand and goes through smoothly with good performance.
16. Software provided shall be able to perform query of the video and audio content of the storage. The software shall be able to burn CD and DVD disks on Windows based computers and be able to query the content available based on multiple parameters as Date, Time, Location, etc.
17. The Video Streaming solution should be such that it supports rewind with playback option and the option to move to the current live status of recording.
18. The Video Streaming solution should be able to display multiple streams happening at the same time on one TV location. It shall provide for the selection of any of the polling stations at any time on poll day, from where video data is being streamed, for viewing in the Offices of the CEO, DEOs& ROs.
19. The software shall list all polling stations/counting centers with their respective webcast after collecting and updating the details and the application software design from the nodal officer.
20. The data should in no point be hosted outside India and bidder will not access the data unless authorized by the DEO.

21. The video recording of the live webcasting at server shall be done as per the instructions of the nodal officer and shall not be stored in any form in any type of devices outside DEO's office after giving backup of all the videos to DEO's office. The bidder shall add the digital video watermark in the background of the streaming videos.
22. Uploading of the videos shall be carried out by the manpower posted by the bidder at each identified place, using webcam/HD camera and connectivity of either 4G/3G/2G/broadband, Wi fi Max, DSPT etc., based on local availability.
23. At the end of each event the web streamed data along with required reports, shall be made available within 4 days to the client in a Hard Disk/Storage Devices for later retrieval and usage as necessary.
24. The Client shall facilitate the bidder in interaction with the telecom service providers to see that the connectivity is ensured during the events towards the smooth transmission of web streaming data.
25. The client shall also ensure the safety of the equipment such as Laptops, Internet connectivity devices high and cameras etc., installed by the bidder at the respective places, till the events are over.
26. The bidder shall also develop an application software which monitors the data feed from each polling Station on the polling day and also from each HD camera in the counting centre on the counting day based on which the performance status of the data feed, and the live streaming at the offices of the RO/DEO/CEO, will be arrived on the service levels provided, to levy penalties as indicated under penalty clause. This software should be vetted from DEO a week before deployment.
27. The bidder shall provide access to dashboard view for more than one locations, i.e. CEO, DEO and ECI HQ which should reflect point of failures, network status, recording status and downtime status. Network quality indicator on each camera should be made available in the User view mode and this should be computed and displayed automatically.

Task 2. Live Streaming and Recording of the Polling at Polling Stations

1. The bidder has to supply and install the IP based web cameras, as per the minimum specifications in the identified polling stations. The web camera should have facility of local recording, with minimum of 3 Megapixel camera resolution. The camera should have night vision capability, wide angle with 30/170 degree coverage. The camera should be having capability of 10x zooming. The camera should have minimum illumination of .05 lux.
2. The camera should support 16-4096 kbps code rate, support constant bit rate/variable frame rate of up to 30 fps. Image Control: Backlight compression, Automatic white balance, 3D digital noise reduction. The display should be supported

is 1920x1080.

3. The bidder has to provide the suitable internet connectivity on all location of installation of cameras for the services rendered by the bidder.
4. The bidder has to post one person at each identified polling station, with proper training on the usage of the web streaming software, using the camera and the internet connectivity on the day of polling and during trail runs.
5. The bidder is required to have at least two day/trial runs of the process, to satisfy the client that their systems are in good working condition at least two days before the poll and the counting day.
6. In case of Re-poll ordered at a booth under live web streaming, the web streaming of that re- poll should continue to be the responsibility of the bidder. This will not entail additional financial commitments.
7. The bidder shall also provide facility in the offices of ARO, RO, DEO & CEO to view the live feeds of the polling day activities smoothly **by providing LED TV 43 inch.**
8. The bidder shall ensure that the live feeds are transmitted in a secure manner to the server and then to the concerned officials up to the satisfaction of the nodal officer, for the duration when the operation are on.
9. The bidder shall ensure that the recorded material transmitted does not fall into the hands of any party, not authorized by DEO to receive the same.
10. The recorded material shall be the exclusive property of the DEO and neither the bidder nor any other party will be entitled to utilize the same.
11. After the event is over on polling day, the supplied LED TV's and internet connectivity, have to be taken back and manpower has to be withdrawn by the bidder.
12. The bidder shall provide adequate compute performance on the servers and storage along with suitable high speed internet / network bandwidth to accommodate the multiple video streaming.
13. The video and audio should be live streamed to the control center via the server; The bidder should deploy the resources on the days of polling and counting in each control center.
14. The bidder shall provide the sufficient internet bandwidth for the live streaming of the poll day event.
15. In case of any disruption due to internet connectivity, the streaming data has to be stored in the local Hard Disk and the same shall be made available in DVD / hard disk / any other suitable media at the end of the day to the officials concerned.

16. Number of Days required for recording at each location: 1 day References to day means 24 hours or part thereof.

Task 3: Live Streaming and Recording of the Counting Process

1. The bidder has to supply and install the IP based HD web cameras, as per the minimum specification in the identified polling stations. The web camera should have facility of local recording, with minimum of 3 Megapixel camera resolution. The camera should have night vision capability, wide angle with 30/170 degrees coverage. The camera should be having capability of 10x zooming. The camera should have minimum illumination of .05lux.
2. The camera should support 16-4096 kbps code rate, support constant bit rate/variable frame rate of up to 30 fps. Image control: Backlight compression, automatic white balance, 3 Digital noise reduction, the display should be support edis1920x1080.
3. These cameras should support full HD recording. These cameras will be owned and operated by the bidder and shall be taken back at the end of the assignment.
4. Description and make / model of these cameras should be provided in the proposal.
5. The bidder shall provide the sufficient internet bandwidth to the high end cameras for web streaming of the counting day event.

Task 4: Setting up a Help Centre & Deployment of Manpower

1. The bidder is required to deploy adequate manpower to meet all conditions of the assignment.
2. Centralized Help Desk in state HQ operating under the control of the nodal officer.
3. The help desk should be operational on 3 days before polling and one day after polling, including the polling day. If there is a re poll, it should continue, till the end of the re poll.
4. Similarly, the helpdesk should also function two days before counting and one day after counting including the counting day. If there is recounting, it should continue till the end of recounting.

SECTION 3 Part C

SCHEDULE OF REQUIREMENTS (SOR)

Sr. No	Description	Quantity	Weightage for L1
A	Providing IP based web camera with built-in 2G/3G/4G SIM, along with all necessary items / accessories for feed delivery and storage including secured Cloud Server with manpower at Polling booth. (The configuration as mentioned in Table A, SECTION 3 Part B)	1	75%
B	Providing IP based web camera with built-in 2G/3G/4G SIM, along with all necessary items / accessories for feed delivery and storage including secured Cloud Server at Designated Counting Centers (Around 7 Webcasting Camera per center) with manpower (The configuration as mentioned in Table B, SECTION 3 Part B)	1	5%
C	43" LED TV (with all necessary setup, accessories with installation and technician-manpower) (The configuration as mentioned in Table C, SECTION 3 Part B)	1	3%
D	Supply of 4x4 Video Wall and 1 manpower at CEO office on dry run and poll day	1	2%
E	Providing IP based web camera with built-in 2G/3G/4G SIM for Check Post Monitoring along with all necessary items / accessories for feed delivery and storage including secured Cloud Server at Designated Counting Centers	1	5%
F	Providing complete 3MP based Webcasting Services for field surveillance vehicles with 2G/3G/4G SIM connectivity, along with all necessary items / accessories for feed delivery and storage including secured Cloud Server	1	5%

	with manpower		
G	Providing complete 3MP based Webcasting Services for First Level Checking (FLC) with 2G/3G/4G SIM connectivity, along with all necessary items / accessories for feed delivery and storage including secured Cloud Server with manpower	1	5%

Note -

- a. Rate should be quoted as inclusive of freight and other taxes and **Exclusive of GST.**
- b. L1 bidder will be decided as per the composite value calculated as under
Composite value = 75% of (A)+5% of (B)+3% of (C)+ 2% of (D))+ 5% of (E) + 5% of (F) + 5% of (G)
- c. Bidder with lowest composite value will be declared as L1.
- d. The Recorded Hard Disk shall be provided by the bidder within 5 to 8 days after the completion of project in list-wise manner.
- e. **L1 rates discovered through this RFP will be applicable for nomination business only.**
- f. **For the tenders issued by DEOs, BSNL will participate alongwith L1 bidder but with rates will be decided on mutual consent of both (BSNL and L1 bidder) on case to case basis, depending upon the competition.**

Note: Bidder shall furnish the detailed Bill of Material (BOM) for each SOR item mentioned above. The detailed Bill of Material should clearly mention all the components including quantities, constituting the SOR item. The priced Bill of Material should be submitted in the envelope containing the price bid and unpriced Bill of Material should be submitted in the envelope containing the techno-commercial part. There should not be any difference in the items and quantities in the priced and the unpriced BOMs.

SECTION 4 Part A

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1.0 DEFINITIONS

- (a) "**The Purchaser**" means the Bharat Sanchar Nigam Ltd. (BSNL), Maharashtra Circle, Mumbai.
- (b) "**The Bidder**" means the individual or firm who participates in this tender and submits its bid.
- (c) "**The Supplier**" or "**The Vendor**" means the individual or firm supplying the goods under the contract.
- (d) "**The Goods**" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- (e) "**The Advance Purchase Order**" or "**Letter of Intent**" means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) "**The Purchase Order**" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "**Contract**" appearing in the document.
- (g) "**The Contract Price**" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) "**Validation**" is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- (i) "**Telecom Service Provider**" means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "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.

2.0 ELIGIBILITY CONDITIONS:

2.1 Kindly refer to clause 4 of Section 1 Part A i.e. Detailed NIT.

3.0 COST OF BIDDING

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

4.0 DOCUMENTS REQUIRED

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

5.0 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 of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives as per schedule of events mentioned in Section 3 Part A para B Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.
- 5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

6.0 AMENDMENT OF BID DOCUMENTS

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

7.0 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 (Eligibility conditions)& 10 (Documents establishing Bidders eligibility and qualification) .
- (b) Bid Security furnished in accordance with clause 12.
- (c) A Clause by Clause compliance as per clause 11.2 (c)
- (d) A Bid form and price schedule completed in accordance with clause 8 & 9.

8.0 BID FORM

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

9.0 BID PRICES

- 9.1 The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. Sales Tax & Excise, packing, forwarding, freight and insurance etc. but excluding GST which will be paid extra at actual, wherever applicable. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the goods it proposes to supply under the contract as per the price schedule given in Section 9 Part B(I&II). Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.
- 9.2 Prices indicated in the Price Schedule shall be entered in the following manner:
 - (a) The supplier shall quote as per price schedule given in Section 9 part B for all the items given in schedule of requirement at Section 3 part C.
- 9.3 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of equipment/ system offered.
- 9.5 "DISCOUNT if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account".
- 9.6 The price approved by BSNL for procurement will be inclusive of levies and taxes,

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

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

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 10.1. The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents.
- a) Additional documents to establish the eligibility and qualification of bidder as specified in Section 1 and Section 4 Part B.
 - b) Power of Attorney as per clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per clause 14.3 (b) or (c).
 - c) Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 34.

11.0 DOCUMENTS ESTABLISHING GOODS' CONFORMITY TO BID DOCUMENTS

- 11.1 Pursuant to clause 7, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all goods and services which he proposes to supply under the contract.
- 11.2 The documentary evidences of the "goods and services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:
- (a) A clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. Undertaking for compliance of the Scope of Work, Technical Specifications, Section 3 Part A, B & C is mandatory.
- 11.3 For the purpose of compliance to be furnished pursuant to the clause 11.2(c) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

12.0 BID SECURITY / EMD: Not Applicable

- 12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(DNIT).
- 12.2 The MSE bidders are exempted from payment of bid security:
- 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.

13.0 PERIOD OF VALIDITY OF BIDS

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

14.0 FORMAT AND SIGNING OF BID

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

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

- 14.2. The bid shall contain no interlineations, erasures or overwriting except as

necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

14.3 Power of Attorney

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

15.0 SEALING AND MARKING OF BIDS- Deleted

15.1 The bid should be submitted as per Clause 3 of tender information.

15.1.1 The bids may be called under

- a) Single stage bidding & Single envelope system OR
- b) Single Stage Bidding & Two Envelope System

The details of sealing & marking of bids in each case is given below:

15.1.2 In Single stage bidding & single envelope system, the bidder shall submit all the documents specified for Techno-commercial bid & Financial bid in a single envelope. The cover shall contain the 'Original Copy' of the bids subject to clause 14.2. The envelope should be sealed by the personal seal of the bidder.

15.1.3 In Single stage bidding & two envelopes system, the bidder shall submit his bid in two envelopes;

The First envelope will be named as Techno-commercial bid. This envelope will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions as per clause 2 & 10 with Bid Security as per Clause 12. Second envelope will be named as Financial bid containing Price Schedules as per Section 9 Part B (I&II) .

The cover of first envelope shall contain the 'Original Copy' of the Techno-commercial bid, subject to clause 14.2, duly marked ' TECHNO-COMMERCIAL BID '. The cover of second envelope shall contain the 'Original Copy' of the financial bid, subject to clause 14.2, duly marked ' FINANCIAL BID '.

Both the envelopes should be sealed separately and further kept in a single main

envelope under the personal seal of the bidder.

- 15.2 a) The envelopes shall be addressed to the purchaser inviting the tender.
- i) In case of tenders invited by EB MH section of BSNL MH Circle, the Purchaser Address shall be:
- DGM (EB-MH),
Bharat Sanchar Nigam Limited,
EB-MH Section, 5th floor, B wing BSNL Admin Bldg
Juhu Rd, Santacruz (W), Mumbai - 400054
- a) The envelope shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- b) The inner and outer envelopes shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
- c) Tender should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on above mentioned address (address is given in Clause 15.2 (a) above). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.
- d) Bids delivered in person on the day of tender opening shall be delivered upto specified time & date as stated in NIT to EB MH Section at the venue (address is given in clause 15.2 (a) above). The purchaser shall not be responsible if the bids are delivered elsewhere.
- e) Venue of Tender Opening:
- (i) In case of Tenders invited by EB-MH section of BSNL MH Circle, tenders will be opened at 5TH Floor, B wing BSNL Admin Bldg Juhu Rd, Santacruz West, Mumbai 400054 at specified time & date as stated in NIT.
- If due to administrative reasons, the venue of Bid opening is changed, it will be displayed prominently on venue as above. If both the envelopes are not sealed and marked as required at para 15.1 and 15.2, the bid shall be rejected.

16.0 SUBMISSION OF BIDS

- 16.1. Bids must be submitted by the bidders on or before the specified date & time indicated in Clause 6 of Section 1 i.e. DNIT.
- 16.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.
- 16.3 The bidder shall submit its bid offer against a set of bid documents purchased by him for all or some of the systems/ equipment as per requirement of the Bid Documents. He may include alternate offer, if permissible as per the bid.

However, not more than one independent and complete offer shall be permitted from the bidder.

17.0 LATE BIDS

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

18 MODIFICATION AND WITHDRAWAL OF BIDS

18.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.

18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated (in case of e-tendering) & physically (in case of manual bidding process) as per clause 15.

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

19.0 OPENING OF BIDS BY PURCHASER

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

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

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

(i) In Single stage bidding & single envelope system; techno-commercial bid & financial Bid will be opened on the date of tender opening given in NIT.

(ii) In Single stage bidding & two envelopes system; the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids in this case & sealed financial bids will be handed over to DGM (EB-MH) BSNL MH Circle, Mumbai for retention. Thereafter the TEC will evaluate Techno-commercial bids & the report of TEC will be approved by competent authority.

The financial bids of those bidders who are approved to be techno-

commercially compliant by the competent authority, will be opened by TOC in front of techno commercially eligible bidders/ authorized representatives by sending them a suitable notice.

(iii) The following information should be read out at the time of Techno-commercial 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.

(iv) The following information should be read out at the time of Financial bid opening:-

- a) Name of the Bidder
- b) Name of the item
- c) Quantities/prices quoted in the bid
- d) Discount, if offered
- e) Taxes & levies

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

20.0 CLARIFICATION OF BIDS

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

20.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

21.0 PRELIMINARY EVALUATION

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

21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. If there is a discrepancy between

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

22 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- 22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods and services offered inclusive of Duties and taxes (but excluding GST as per the price schedule in the Section 9 Part B of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above.

23.0 CONTACTING THE PURCHASER

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

24.0 PLACEMENT OF ORDER

- 24.1. The Purchaser shall consider placement of orders for commercial supplies only on eligible bidder whose offers have been found technically, commercially and financially acceptable. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder. L1 bidder will be decided on lowest composite price as per Price schedule at Section 9 Part B.

24.2 Deleted (Package price option)

24.3. The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

24.4 If L1 bidder refuses to accept the offer, the option will be given to L2 bidder to match the L1 price and so on..

25. PURCHASER'S RIGHT TO VARY QUANTITIES: Not applicable.

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

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

27. ISSUE OF ADVANCE PURCHASE ORDER

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

27.2 The bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance security in conformity with the proforma provided with the bid document at Section 7 (B).

28. SIGNING OF CONTRACT

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

28.2 Upon the successful bidder furnishing performance security pursuant to clause 27, the Purchaser shall discharge the bid security in pursuant to clause 12, except in case of L-1 bidder, whose EMBG/ EMD shall be released only after finalization of ordering of complete tendered quantity in pursuance to clause no. 24.4 & 27.3 of this section..

29. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 27 & 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

30. QUALITY ASSURANCE REQUIREMENTS: Not applicable

31. REJECTION OF BIDS

31.1 Not meeting the eligibility criteria such as experience and CEASP empanelment.

- 31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.
- 31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

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

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

- a) Does not supply the equipment and service 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.

33. Clause deleted.

34. NEAR-RELATIONSHIP CERTIFICATE

- 34.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial

institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

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

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

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

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

35. VERIFICATION OF DOCUMENTS AND CERTIFICATES

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

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

36. Security Clause as per latest guidelines and requirement

Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed

- a) The bidder should comply with **Make in India Policy** issued by Govt. Of India Vide letter no. No. 18-10/2017-IP.
- b) **Land Border sharing policy:** The perspective bidder (CEASP) may ensure restriction on procurement from a bidder/OEM of a country which shares a land border with India as per guidelines published by Ministry of Finance, Department of Expenditure, Public Procurement Division, dated 23-07-2020 vide letter No. F.18/37/2020-PPD

SECTION 4 Part B

SPECIAL INSTRUCTIONS TO BIDDERS

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

1. Eligibility Conditions

Eligibility conditions for each tender shall be framed on case-to-case basis and shall be got approved from the tender approving authority. Some hints on framing of eligibility conditions are given below:

The eligible bidders should be Indian companies registered to manufacture the tendered item in India, having obtained clearance from Reserve Bank of India wherever applicable. They should have obtained valid Type Approval Certificate (TAC) from Telecom Engineering Centre, DOT or TSEC from QA Wing of BSNL for the tendered item against Technical Specifications given in the bid document and should have successfully executed Educational/ Commercial orders issued by BSNL/ MTNL/ DOT. The proof of manufacturing in India, Type Approval Certificate (TAC) or Technical Specification Evaluation Certificate (TSEC) and successful execution of educational/ commercial orders shall form part of the bid.

Note: - *The eligibility conditions for procurement of different types of equipment should be decided taking into account:*

1. *Type of equipment*
2. *First procurement or repetitive procurement*
3. *Available base of type approved vendors*
4. *Status of commercial/ Educational order execution*

The eligibility conditions need to be clearly defined as follows:

- *That bidders having type approval of the specified GR are eligible to participate in the tender.*
- *The bidders having type approval of the old GR for the same equipment are also eligible to participate. Such bidders have to obtain Type Approval Certificate or get their equipment validated before placement of APO/ PO as the case may be. However, the successful bidder will have to supply the equipment as per the technical specifications given in the bid document.*
- *A special condition will be included in the bid document specifying the time frame for obtaining TAC/ completion of validation.*

For the items, which are being procured for the first time where no vendor or very few vendors have obtained type approval so far, the eligibility conditions may be defined as

follows:

- *The bidder or its collaborator should have supplied 25% of the tendered quantity to any other telecom service provider and a certificate given by the competent authority to be enclosed along with the bid.*
- *In addition, it shall have to get the offered equipment Type Approved/Validated against the specified GR in a time frame to be defined in the bid document.*

Note: After issue of NIT, eligibility conditions should not be changed.

3. **Distribution of Quantity: Not applicable.**

Section 4 Part C

E-tendering Instructions to Bidders

Deleted

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

4. PERFORMANCE SECURITY

- 4.1 All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security to the purchaser for an amount equal to 5% of the value of Advance purchase order within 14 days from the date of issue of Advance Purchase Order by the Purchaser.
- 4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 4.3 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the proforma provided in 'Section 7 B of this Bid Document.
- 4.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

5. INSPECTION AND TESTS

- 5.1 The Purchaser or its representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.
- 5.2 Should any inspected or tested goods fail to conform to the specifications the

- purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification / requirements free of cost to the purchaser.
- 5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the equipment and accessories on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in clause 5.4 below.
- 5.4 If any equipment or any part thereof, before it is taken over under clause 5.5, is found defective or fails to fulfill the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of equipment as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.
- 5.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking Over Certificate. The inspector /ultimate consignee shall not delay the issue of any "taking Over Certificate" contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding six months. The Taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, BCPC (Bills Copy Payable Challan) shall be equivalent to "Taking Over Certificate", issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty obligation. BCPC in respect of last consignment against the purchase order will be equivalent to "Taking Over Certificate".
- 5.6 Nothing in clause 5 shall in any way release the Supplier from any warranty or other obligations under this contract.

6. DELIVERY AND DOCUMENTS

- 6.1 Delivery of the goods and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the goods shall remain at the risk of the

supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.

6.2 The delivery of the goods and documents shall be completed within time frame stated in Clause 6 of Section 2 (Tender information).

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

7. TRAINING

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

8. INCIDENTAL SERVICES

The supplier may be required to provide any or all of the following services:

(a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) Furnishing of tools required for assembly and/or maintenance of supplied Goods;

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

9. SPARES

9.1 The supplier shall have sufficient spares available with it for any contingency

10. WARRANTY

10.1 The supplier shall warrant that the stores to be supplied shall be free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/ or otherwise and shall remedy such defects at its own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for/ and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) twelve months after the stores have been taken over under clause 5.5 above.

11. PAYMENT TERMS

11.1

- a) **Payment will be made to successful bidder on back to back basis after receiving the payment by BSNL from customer after deducting the penalty if any.**
- b) **Revenue share to successful bidder will be paid on net revenue to BSNL after deducting taxes (GST etc.)**
- c) All other terms and conditions will be as per EOI and Agreement of CEASP with BSNL Corporate office, New Delhi CEASP policy.

For this payment the following documents are to be submitted to the paying authority.

- (a) Invoice clearly indicating break up details of composite price i.e. Basic price and GST
- (b) Work completion certificated from customer / Acknowledged Delivery Challan in original.

11.2 No payment will be made for goods rejected at the site on testing or non meeting the SLA terms as per tender document.

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

- a) Beneficiary Bank Name:
- b) Beneficiary branch Name:
- c) IFSC code of beneficiary Branch
- d) Beneficiary account No.:
- e) Branch Serial No. (MICR No.):

12. PRICES

12.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in its Bid except for variation caused by change in taxes/ duties as specified in Clause-12.2 mentioned below.

12.2 For changes in taxes/ duties during the scheduled delivery period, the unit price shall be regulated as under:

- (a) Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time
- (b) In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/ duties for the supplies made from the date of enactment of revised duties/taxes.

- (c) In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/ taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.

12.3 Any increase in taxes and other statutory duties/ levies, after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier. The total price is to be adjusted (by reducing the basic price) with increased duties and taxes as per price mentioned in PO.

13. CHANGES IN PURCHASE ORDERS

13.1 The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one or more of the following:

- (a) drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser;
- (b) the method of transportation or packing;
- (c) the place of delivery; or
- (d) the services to be provided by the supplier.

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

14. SUBCONTRACTS: Not applicable

15. DELAYS IN THE SUPPLIER'S PERFORMANCE

15.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right to short-close/ cancel this purchase order and/ or recover liquidated damage charges. The penalty will be imposed as per SLA terms mentioned at Section 3 Part A para G Service level Requirement and Penalty The cancellation/ short-closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.

15.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions:

- (a) forfeiture of its performance security,
- (b) imposition of liquidated damages, and/ or
- (c) Short closure of the contract in part or full and/ or termination of the contract for default.

15.3 If at any time during the performance of the contract, the supplier encounters condition impending timely delivery of the goods and performance of service, the supplier shall:

- (a) Promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 20 weeks or as per provisions of clause 16.2 Section 5 A as per provision given below :
- (b) The vendor has to submit their request for extension along with the undertaking as per clause 24 Section 5 A (Fall Clause) and a copy of QA inspection certificate at least two weeks before the expiry of delivery period. The vendor shall also submit unconditional acceptance of the conditions for delivery period extension i.e. applicability of liquidated damages, prices to be provisional and to be regulated as per clauses 12.3 and 24 of section-5A and submission of additional BG, wherever applicable. The decision regarding extension shall be communicated within two weeks of the receipt of request and after receipt of the unconditional acceptance and the undertaking mentioned above.
- (c) In case extension is being granted beyond 20 weeks then the vendor shall submit additional BG while seeking extension. For piecemeal items the amount of additional BG shall be 5% of the value of balance quantity of items to be supplied for which extension in delivery period has been sought. In case of infrastructure/turnkey projects other than as stated above, 1% of the total project value shall be the value for additional BG. The additional BG shall be valid for six months beyond extension of delivery period sought and shall be discharged after the full ordered quantity has been supplied to the ultimate consignee within the last extended delivery period on submission of inspection certificate from QA and consignee receipt without prejudice to the other remedies available to the purchaser.
- (d) If the vendor fails to deliver the full ordered quantity even during extended delivery period then the PO shall be short-closed and the Performance Bank Guarantee as well as additional BG shall be forfeited.
- (e) Format of (i) letters conveying conditions of DP extension and (ii) DP extension letter are at Section 7 Part A & Part B.

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

16. LIQUIDATED DAMAGES

- 16.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of its right to recover liquidated damage under clause 16.2 below. However, when supply is made within 21 days of the contracted original delivery period, the consignee may accept the stores and in such cases the provision of clause 16.2 will not apply. Further, DP extension for this grace period of 21 days shall not be necessary.
- 16.2 While granting extension of delivery period as per clause 15.3, the liquidated damages shall be levied as follows:
- (a) Should the supplier fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another TEN weeks of delay.
 - (b) DP extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on case to case basis, by the CGM concerned in case of tenders floated by Circles and by the Functional Director concerned in case tenders floated by Corporate Office, stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.
 - (c) In the case of package supply/ turnkey projects when the delayed portion of the supply materially hampers installation and commissioning of the systems, LD charges shall be levied as above on the total value of the concerned package of the Purchase Order.
 - (d) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration. However, when supply is made to the ultimate consignee within 21 days of QA clearance in the extended delivery period

and the goods were dispatched within this delivery period, the consignee may accept the stores and in such cases the LD shall be levied up to the date of dispatch after QA clearance only.

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

16.3 In cases where the scheduled delivery period is distributed month-wise or is in installments, the liquidated damages shall be imposed for delay in each scheduled month/ installment. Liquidated damages shall be calculated separately for quantities to be supplied in every month/ installment and the corresponding delay. If the supplier supplies full quantity before the expiry of the scheduled delivery period of the last month/ installment but there is delay in month-wise/ installment-wise supply, then also liquidated damages shall be levied on the supplies against the earlier months/ installments that have been delayed. Twenty (20) weeks for the purpose of additional BG and grant of DP extension shall be counted from the last month/ installment.

16.4 Wherever Clause of grace period of 21 days exists in the Purchase Order as well as in the Tender document against which the Purchase Order has been released, applicability of the grace period shall be subject to:

- (a) The Store has been offered to 'QA' by the Supplier for Inspection/Testing within the contracted original delivery period.
- (b) 'QA' has cleared the equipment for dispatch within the contracted original delivery period.
- (c) The Supplier has carried out dispatch/ dispatched the equipment within contracted original delivery period. For claiming benefit of grace period, the supplier shall have to satisfy the Paying Authority by furnishing documents of dispatch confirming that it has actually dispatched the equipment within contracted original delivery period.
- (d) The Store has been received by the ultimate consignee within 21 days of the expiry of contracted original delivery period.
- (e) The grace period of 21 days shall be allowed only in those cases which fulfill all the conditions given in Para (a) to (d) above. During grace period no LD charges shall be levied.

Note : 1. In case of turnkey projects, the additional BG and LD clauses related to delay in Installation & commissioning activities, shall be fine-tuned to meet the requirements of the project and shall be included in the special conditions Section 5 Part B of the concerned bid document) after approval of the Management. In these cases, the tender approving authority as per delegation of financial powers shall be competent authority to decide applicability of LD on the Installation and commissioning portion in case delay is on part of BSNL. However, for supply of equipment in such projects, the terms and conditions shall be the same as mentioned in clauses 15.3 and 16.2 of Section 5 Part A.

17. FORCE MAJEURE

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

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

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

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

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

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

(c) Equipment does not perform satisfactory in the field in accordance with the specifications;

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

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

19. Clause deleted.

20. ARBITRATION

20.1 Dispute Settlement:

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

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

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

- c. Neither party shall appoint its serving employee as arbitrator.

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

- e. Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest on its claim. Parties agree that any claim for such interest made by any party shall be void.

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

[29B. Fast track procedure – (1) Notwithstanding anything contained in this Act, the parties to an arbitration agreement may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section (3)

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

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

(a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, Documents and submissions filed by the parties without oral hearing;

(b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;

(c) An oral hearing may be held only, if, all the parties make a request or if the Arbitral Tribunal considers it necessary to have oral hearing for clarifying certain issues;

(d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.

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

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

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

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

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

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

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

incurred shall be shared equally by the parties.

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

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

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

20.2 APPLICABLE LAW AND JURISDICTION

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

Arbitration:

20.3 Except as otherwise provided in the agreement, in the event of any disputes, controversy or differences arising out of or relating to this agreement or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 30 days from the date of making such request.

20.4 Where parties are unable to settle the disputes through conciliation, the same shall be referred to CGMT, BSNL Maharashtra for referral of such disputes to a sole arbitrator (chosen out of three names provided by BSNL), to be mutually decided by the parties, as per the provisions of The Arbitration & Conciliation Act, 1996, any amendment thereof and any notification issued or rules made there under from time to time.

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

- In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.
- 20.6 The Arbitration proceeding shall be held at Circle or SSA headquarter (as the case may be).
- 20.7 Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.
- 20.8 The venue of the arbitration proceeding shall be decided by CGMT BSNL, Maharashtra Circle or such other places as the arbitrator may decide.
- 20.9 Agreement shall be subject to jurisdiction of court's as decided by CGMT MH BSNL Maharashtra Circle
- 20.10 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.
- 20.11 **APPLICABLE LAW AND JURSDICTION**

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

21. SET OFF

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

22. INTIMATION OF SUPPLY STATUS

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

23. DETAILS OF THE PRODUCT

The bidder should furnish the name of its collaborator (if applicable), brand name, model number and type of the products offered in this tender. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.

24. FALL CLAUSE

- 24.1 The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 12.1 of Section 5 A. Further, if at any time during the contract
- (a) It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service;
- And / Or
- (b) The prices received in a new tender for the same or similar equipment/ service are less than the prices chargeable under the contract.
- 24.2 The purchaser, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of its performance security.
- 24.3 The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as "*We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/ organization including Department of central/state Government or any central/ state PSU at a price lower than the price chargeable under the contract for scheduled delivery period.*"
- 24.4 In case under taking as in Clause 24.3 is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

25. COURT JURISDICTION

- 25.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.
- 25.2 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 Maharashtra State only”.

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

- a) The bidder should comply with **Make in India Policy** issued by Govt. Of India Vide letter no. No. 18-10/2017-IP.
- b) *Land border sharing policy : The perspective bidder (CEASP) may ensure restriction on procurement from a bidder/OEM of a country which shares a land border with India as per guidelines published by Ministry of Finance, Department of Expenditure, Public Procurement Division, dated 23-07-2020 vide letter No. F.18/37/2020-PPD.*

26. General Guidelines:-

“The General guidelines as contained in Chapter 5, 6 and 8 of General Financial Rules as amended from time to time on works, procurement of goods and services and contract management respectively may also be referred to as guiding principles”.

SECTION 5 Part B

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

(To be provided by User cell)

The Special (Commercial) Conditions of Contract (SCC) shall supplement General (Commercial) Conditions of Contract (GCC) as contained in Section 5 Part A and wherever there is a conflict, the provisions herein shall prevail over those in Section 5 Part A i.e. General (Commercial) Conditions of Contract (GCC)

1. Quality Assurance and Testing: Not applicable

2. Spares: Sufficient spares should be available during the election period

Note: The clause regarding spares may be included considering the following aspects:

3. Loading: Not applicable

Section 5 *Part C*
General Conditions of AMC

NOT Applicable

SECTION 6

UNDERTAKING & DECLARATION

6(A) - For understanding the terms & condition of Tender & Spec. of work on bidder's letter head

a) Certified that:

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

b) The tenderer hereby covenants and declares that:

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

Date:

..... Signature
of Tenderer

Place:

Name of Tenderer
Along with date & Seal

6 (B) – NEAR-RELATIONSHIP CERTIFICATE:

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

On bidder's letter head

"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 tenderer
With date and seal

SECTION 7

PROFORMAS

7(A) For the BIDSECURITY/ EMD Guarantee: NOT APPLICABLE

(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 (F & A) BSNL" payable at Mumbai. (Hereafter referred to as BSNC) 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:

1. 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 BSNC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNC 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 BSNC 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".
2. We undertake to pay to the BSNC 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.
3. 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 BSNC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNC 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.

4. We the Bank further agree with the BSNC that the BSNC 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 BSNC 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 BSNC or any indulgence by the BSNC 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.
5. 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 BSNC under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
6. In case BSNC demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (F & A) BSNL" payable at Mumbai.
7. 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 submitted by successful bidder

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

Dated:.....

Sub: Performance guarantee.

Whereas CGMT BSNL MH Circle, Mumbai R/o
.....(hereafter referred to as BSNL) has issued an APO no. Dated
...../...../20.... awarding the work of to
M/s R/o (hereafter
referred to
as "Bidder") and BSNL has asked him to submit a performance guarantee in favour of
CGMT BSNL MH Circle, Mumbai 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 (F &A) BSNL Maharashtra Circle" payable at Mumbai.
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

.....

Name of the Representative

.....

Signature of Bidder/ Officer authorized to sign

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.

7(D) Model Amendment Letter Intimating Conditions for Extension of Delivery Period: Not applicable

7(E)- Model Amendment Letter for Extension of Delivery Period : Not Applicable

SECTION 8

Bidder's profile & Questionnaire.

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

A) Tenderer's Profile

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

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

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

.....

7. Permanent Account No. :.....

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

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

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

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

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

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

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

.....
.....

B) Questionnaire

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

1.1 If Yes, Give details

.....
.....

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

2.1 If Yes, Give details

.....
.....

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

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

4. Suggestion for improvement of the tender document.

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

Place.....

Signature of contractor Date

.....

Name of Contractor

SECTION 9 Part A

BID FORM

To
DGM (EB-MH),
O/o CGMT BSNL MH Circle,
5th floor, B wing, BSNL admin Bldg,
Juhu Rd, Santacruz (W), Mumbai-54

From,
Bidder's Name
.....
.....

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

Ref: Your Tender Enquiry No.dated

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. datedthe receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of 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 for a sum @ 5% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase 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 Signature.....

In the capacity of Name

Duly authorized to sign the bid for and on Address

behalf of

SECTION 9 Part B (Price Schedule)

Item	Description	Quantity	Rate per day	Weightage
A	Providing IP based web camera with built-in 2G/3G/4G SIM, along with all necessary items / accessories for feed delivery and storage including secured Cloud Server with manpower at Polling booth. (The configuration as mentioned in Table A)	1		75%
B	Providing IP based web camera with built-in 2G/3G/4G SIM, along with all necessary items / accessories for feed delivery and storage including secured Cloud Server at Designated Counting Centers (Around 7 Camera per center) with manpower (The configuration as mentioned in Table B)	1		5%
C	43" LED TV (with all necessary setup, accessories with installation and technician-manpower) (The configuration as mentioned in Table C)	1		3%
D	Supply of 4x4 Video Wall and 1 manpower at CEO office on dry run and poll day	1		2%
E	Providing IP based web camera with built-in 2G/3G/4G SIM for Check Post Monitoring along with all necessary items / accessories for feed delivery and storage including secured Cloud Server at Designated Counting Centers	1		5%
F	Providing complete 3MP based Webcasting Services for field surveillance vehicles with 2G/3G/4G SIM connectivity, along with all necessary items / accessories for feed delivery and storage including secured Cloud Server with manpower	1		5%
G	Providing complete 3MP based Webcasting Services for First Level Checking (FLC) with 2G/3G/4G SIM connectivity, along with all necessary items / accessories for feed delivery and storage including secured Cloud Server with manpower	1		5%
	Total composite score = (A*75%)+(B*5%)+(C*3%)+(D*2%)+(E*5%)+(F*5%)+(G*5%)			

Note -

- a. Rate should be quoted as inclusive of freight and other taxes and **Exclusive of GST**.
- b. L1 will be decided as per the composite value calculated as under
Composite value = (A*75%)+(B*5%)+(C*3%)+(D*2%)+(E*5%)+(F*5%)+(G*5%)
 - c. Bidder with lowest composite value will be declared as L1.
- d. Power backup will be the responsibility of End User.
- e. The Recorded Hard Disk shall be provided by the bidder within 5 to 8 days after the completion of project in list-wise manner.

SECTION 9 Part C

(Undertaking to be submitted for non submission of direct quote on co. letter head)

To
DGM (EB-MH),
O/o CGMT BSNL MH Circle,
5th floor, B wing, BSNL admin Bldg,
Juhu Rd, Santacruz (W), Mumbai-54

From,
Bidder's Name
.....
.....

Bidder's Reference No:.....Dated.....
Ref: Your Tender Enquiry No.dated

I/ We have read, understood and agree with all the terms and conditions in the tender documents & hereby submit a undertaking that, we M/s (name of CEASP) _____ will not quote the commercials directly to CEO/DEO/ any state election authority or participate in tender issued by such authorities.

Signature.....
In the capacity of
Name
(Atrhorised Signatory)
Address
behalf of

*****END of Document*****