BHARAT SANCHAR NIGAM LTD.	**BHARAT SANCHAR NIGAM LIMITED** **(A Government of India Enterprises)** **BSNL Corporate Office** **Bharat Sanchar Bhawan** **Janpath, New Delhi – 110 001**

Open Expression of Interest (EOI) 2022 for Selection / Empanelment of Bidders

No.: BSNLCO-ILD/11(11)/1/2020-ILD **dated 24-05-2022**

Open EOI 2022 is invited on behalf of CMD, BSNL, New Delhi for Selection/empanelment of eligible bidders for
(A) Provisioning, commissioning and maintenance of international bandwidth on Optical Fibre Submarine Cable System (OFSCS) for International Long Distance voice and data services of BSNL with or without back-haul at distant end, with IP Port termination at Tier-I ISP, International IP Transit Port and IP Port in India with connectivity on OFSCS.
(B) Global Managed Network Services for establishment of MPLS NNI with BSNL.

The category of empanelment and amount of empanelment guarantee is given below:

Category- A	**Empanelment of bidders for provisioning, commissioning and maintenance of international bandwidth on Optical Fibre Submarine Cable System (OFSCS) for International Long Distance voice and data services of BSNL with or without back-haul at distant end with:**	**Amount of Empanelment Guarantee**
I	IP Port in India	INR. 10,00,000
II	International Bandwidth/ International Internet Bandwidth	
III	International IP transit Port	
Category- B	**Scope of work-** Global Managed Network Services for establishment of MPLS NNI with BSNL	INR. 10,00,000

2. Bidder may get empanelled for any or all of the above categories depending upon the fulfillment of eligibility conditions.

3. Empanelment Guarantee will be required separately for each category i.e. for A & B. Empanelment Guarantee shall be required to be submitted when the bidder is found to be techno commercially qualified for empanelment.

4. Eligibility Criteria for Bidder

4.1 For Category – A (I)

S. No.	**Eligibility**
1.	The bidder company shall be registered in India with valid and operative Category-A ISP license with duly approved international gateway facility in India.
2.	The bidder shall be a company having a turnover of INR Forty Crores (Rs 40 Cr)

	each during the last two financial years.
3.	Any bidder from a country which shares a land border with India will be eligible to get empanelled if the bidder is registered with the competent authority as specified in Annexure-I of F.No.6/18/2019-PPD dated 23rd July 2020 and its amendment dated 24-07-2020 from Department of Expenditure, Ministry of Finance." OR The bidder shall submit an undertaking as per ***Annexure- XII.***
4.	The bidder must not have been declared insolvent/ bankrupt or should not have filed for insolvency/ bankruptcy or in the process of being declared bankrupt before any designated authority in any country. The bidder can give a Self declaration.

4.2 For Category – A(II)

The bidder can be Indian International Long Distance Operator (ILDO) and/ or Indian Internet Service Provider (ISP).

S. No.	Eligibility
1.	The bidder company shall be registered in India, with valid and operative ILD license, to provide ILD services in India and to establish and operate Cable Landing Station (CLS) in India. OR The bidder company shall be registered in India with valid and operative Category-A ISP license with duly approved international gateway facility in India.
2.	The bidder shall be:
a)	Member / Owner of OFSCS, which is having at least one CLS in India, and has a right to sell International Bandwidth upto CLS in India. OR
b)	having bandwidth on lease/ IRU basis in OFSCS, which is having at least one CLS in India, and has a right to sell such International Bandwidth upto CLS in India.
3.	The bidder shall be a company having a turnover of INR Forty Crores (Rs 40 Cr) each during the last two financial years.
4.	Any bidder from a country which shares a land border with India will be eligible to get empanelled if the bidder is registered with the competent authority as specified in Annexure-I of F.No.6/18/2019-PPD dated 23rd July 2020 and its amendment dated 24-07-2020 from Department of Expenditure, Ministry of Finance." OR The bidder shall submit an undertaking as per ***Annexure- XII.***
5.	The bidder must not have been declared insolvent/ bankrupt or should not have filed for insolvency/ bankruptcy or in the process of being insolvent/ declared bankrupt before any designated authority in any country.

4.3 For Category – A (III)

S. No.	Eligibility
1.	The bidder shall have license to operate for telecom services in a country including that required for Internet services and providing backhaul and international bandwidth, if required.
2.	The bidder must be an Internet service provider to various carriers in the

S. No.	Eligibility
	countries/region with minimum 2 per country/region.
3.	The bidder must have minimum 2 IP transit PoPs or authorized to have access to such IP transit PoPs in any of the international regions like USA (East Coast/ West Coast)/ Europe (UK/France)/Asia Pacific (Singapore/ Japan/ Hong Kong)/ Middle East.
4.	The bidder must have direct connectivity to atleast 2 Internet Exchange Points in the City/ Country/ Region anywhere in the world excluding India.
5.	A declaration regarding bidder having minimum IP transit capacity of atleast STM-64/ 10 Gbps connecting region of Middle East or 3 STM-64/10G connecting various regions of Asia Pacific or Europe or USA.
6.	The bidder must submit at least 1 report from any independent International research organizations (Dyn/Renesys), (CAIDA/NetConfigs) etc. for current year giving their ranking for wholesale/carrier network/AS number on: *(i) global IP ranking Or* *(ii) regional IP ranking (Regions are Asia Pacific / Europe / United States / Middle East)* Bidder with global ranking upto 30 or regional ranking upto 5 in any one report of any research organization indicating current ranking within one month before the date of closing of bid are eligible to apply for this category.
7.	The bidder shall be a company having a turnover of INR Forty Crores (Rs 40 Cr) each during the last two financial years.
8.	Any bidder from a country which shares a land border with India will be eligible to get empanelled if the bidder is registered with the competent authority as specified in Annexure-I of F.No.6/18/2019-PPD dated 23rd July 2020 and its amendment dated 24-07-2020 from Department of Expenditure, Ministry of Finance." OR The bidder shall submit an undertaking as per ***Annexure- XII.***
9.	In case of a company, the bidder must not have been declared bankrupt or should not have filed for bankruptcy or in the process of being declared bankrupt before any designated authority in any country.

4.4 For Category – B (GMNS)

The bidder can be Indian International Long Distance Operator (ILDO) and/ or Indian Internet Service Provider (ISP)**.**

S. No.	Eligibility
1.	The bidder company shall be registered in India, with valid and operative ILD license, to provide ILD services in India and to establish and operate Cable Landing Station (CLS) in India. OR The bidder company shall be registered in India with valid and operative Category-A ISP license with duly approved international gateway facility in India.
2.	The bidder shall be a company having a turnover of INR Forty Crores (Rs 40 Cr) each during the last two financial years.
3.	Any bidder from a country which shares a land border with India will be eligible to get empanelled if the bidder is registered with the competent authority as specified in Annexure-I of F.No.6/18/2019-PPD dated 23rd July 2020 and its

S. No.	Eligibility
	amendment dated 24-07-2020 from Department of Expenditure, Ministry of Finance." OR The bidder shall submit an undertaking as per ***Annexure- XII.***
4.	The bidder must not have been declared insolvent/ bankrupt or should not have filed for insolvency/ bankruptcy or in the process of being insolvent/ declared bankrupt before any designated authority in any country.

5. **The Bidders may download the Open EOI 2022 from the BSNL Web site http:// bsnl.co.in under business opportunity Section.**

6. Integrity Pact Program is implemented for this EOI for which signing of Integrity Pact is mandatory for the purchaser and bidder. Format of Integrity Pact is provided in the EOI document at Annexure-XV of this EOI. To oversee the implementation of Integrity Pact Program, IEMs are appointed by BSNL vide No. BSNLCO-MMT/16(11)/2/2020-MMT dated 02.09.2020 which is available in link under 'Tenders' link on " www.bsnl.co.in ".

7. Contact details & Communication address for submission of EOI documents for empanelment. For queries in respect of the EOI document**, if any, can be submitted through Post/email within 1 month from the date of uploading of this EOI on BSNL website.**

BSNL Contact-1	
Contact Person	DGM (ILD&SP), ILD&SP Cell, BSNL CO, Room No. 231, Eastern Court, Janpath, New Delhi-110001
Telephone	(011) 23766768 [between 9:30 hrs to 18:00 hrs on working days]
E-mail ID	co.agmild@gmail.com
BSNL Contact-2	
Contact Person	DM (ILD&SP)
Telephone	(011) 23766769 [between 9:30 hrs to 18:00 hrs on working days]
E-mail ID	buddha339@gmail.com

(M. Bhattacharya)

DGM(ILD&SP)

Section -II
Open EOI 2022
for
Empanelment of Eligible bidders under two categories as given below:-

Category-A:-provisioning, commissioning and maintenance of international bandwidth on Optical Fibre Submarine Cable System (OFSCS) for International Long Distance voice and data services of BSNL with or without back-haul at distant end, with IP Port termination at Tier-I ISP, International IP Transit Port and IP Port in India with connectivity on OFSCS.

Category-B:- Global Managed Network Services for establishment of MPLS NNI with BSNL.

1. Introduction

Bharat Sanchar Nigam Limited (BSNL) is Government PSU, a major telecommunication service provider in India. It offers all kinds of telecommunication services like Basic (both wireline and wireless), Cellular, Data, National Long Distance, International Long Distance, Internet, Broadband etc. BSNL's present IP transit bandwidth requirement is about 500 Gbps which is expected to increase upto 1 TB.

2. Objective of the EOI

For Category- A

2.1.1 In order to meet the ever increasing demand of international bandwidth for provisioning of International Long Distance voice and data service and to meet the increased requirement of international internet bandwidth/ IP transit Port due to broadband, multi-play and other internet services, BSNL invites the **"Expression of Interest" (EOI) 2022** from eligible bidder under category-A above for fulfilling the objectives as mentioned in clause 2.1.2 below.

2.1.2 Empanelment of eligible bidders for provisioning, commissioning and maintenance of international bandwidth on Optical Fibre Submarine Cable System (OFSCS) for International Long Distance voice and data services of BSNL with or without back-haul at distant end, with IP Port termination at Tier-I ISP, International IP Transit Port and IP Port in India with connectivity on OFSCS as BSNL's requirement.

For Category- B

2.2.1 Empanelment of eligible bidder under Category-B is for **Global Managed Network Services for establishment of MPLS NNI with BSNL for BSNL and its customers.** Global Managed Network Service is an add-on service, complimenting existing BSNL product - MPLS/MNS. It must allow our Enterprise customers to cost-effectively expand their operations anywhere in the world with a scalable, private network offering a full suite of management capabilities backed up by industry-leading Service Level Agreements (SLAs), supporting traffic prioritization and Classes of Service (CoS), allowing allocation of sufficient bandwidth and network resources to customers' mission-critical applications and data, while guaranteeing network availability.

2.2.2 **For empanelment under this Category, a separate** MPLS NNI Agreement as Annexure-VII will be required to be signed between BSNL and Bidder. The NNI agreement is to be signed after empanelment of bidders. The draft NNI agreement as Annexure-VII may be modified by BSNL. The **Service Level Agreement will be signed separately with empanelled bidders** as per **BSNL GMNS** requirement. All the clause of this EOI unless it is specified in the MPLS NNI agreement & SLA agreements (to be signed afterwards) will be applicable on the bidders.

3. General Information

3.1 The definition of various terms used in this EOI is available at ***Appendix–A*.**

3.2 The empanelment of eligible bidders for provisioning, commissioning and maintenance of international bandwidth from Cable Landing Station (CLS)/ PoP in India to CLS/ PoP at other end with or without backhaul at other end for International Long Distance voice and data service (hereinafter called *International* ***Bandwidth***), international bandwidth with IP Port termination at Tier-1 ISP (hereinafter called ***International Internet Bandwidth***), International IP Transit Port and IP Port in India on OFSCS, will be valid initially for a period of three years from the date of empanelment which may be extended further for two years with the mutual consent of bidder and BSNL. Financial bids for requirement of International bandwidths will be invited as per requirement of BSNL. The financial bid may be followed by E-reverse Auction.

(b) The empanelment of eligible bidders for **Global Managed Network Services for establishment of MPLS NNI with BSNL**, will be valid initially for a period of three years from the date of empanelment which may be extended further for two years with the mutual consent of bidder and BSNL. The request for procurement will be as per the BSNL requirement for MPLS-VPN, IP Nodes with/ without CPEs (Customer Premises Equipments), lease line with/without last mile connectivity for BSNL and its customers.

3.3 BSNL reserves the right to extend the empanelment of bidders further or fresh empanelment may be done.

3.4 (a) This EOI is open i.e. it will remain open always for empanelment of new bidders. Hence any bidders, who qualifies shall be empanelled initially for a period of 3 years w.e.f. date of empanelment with provision of 2 year extension.

(b) The extension of empanelment will be on mutual acceptance.

(c) If terms of conditions of EOI 2022 gets changed due to any reason whatsoever, the existing empanelled vendors will be offered to comply with new terms and conditions, if they accept/comply to new terms and conditions then the empanelled vendors will be migrated to new EOI. They will be required to revise their EBG suitably. If they do not comply with the terms and condition of new EOI, then their empanelment can be terminated by giving a suitable notice period of 3 months.

(d) The existing bidders, who have been empanelled against EOI no.:- CA/ILD/IBW&GMNS/T-612/2018 dated 15-01-2018 can migrate to this EOI 2022 subject to their giving a consent as per ***Annexure-XIV*. The bidder will also be required to revise their EBG suitably as specified in clause no. 14 of Section-II of this EOI.**

3.5 **Period of lease:-** The International Bandwidth, International Internet Bandwidth, International IP Transit Port or IP Port in India, will generally be hired on lease for a period of one year or more or on Indefeasible Right to Use (IRU)/Minimum Investment Unit (MIU) km basis. The period of hiring in case of lease can be further extended depending upon BSNL's requirement, subject to matching of the price by the existing Supplier to the prevailing new price, if any. Additionally, BSNL may also lease fibre(s)/ fibres [nx10G] or number of lambdas on any submarine cable systems between any two points as per its requirement. This will be indicated at the time of seeking financial quotation from empanelled bidders.

3.6 BSNL reserves the right to have its own Optical Fibre Submarine Cable System (OFSCS) / Satellite media or have direct bilateral agreements with any Indian ILD Operator(s) or Indian ISP(s) for hiring on lease International Bandwidth, International Internet Bandwidth, IP Port in India or International IP Transit Port, to one or more destinations during the currency of empanelment of bidders formed as a result of this EOI.

3.7 The requirement of BSNL shall broadly be:

i) IP Port in India in the form of {DS3/STM-1 (optical and electrical)/STM-16(optical)/STM-64(optical), 10 Gbps/nXFast Ethernet/Gigabit Ethernet}. However, the majority of bandwidth is likely to be procured as STM-16/ STM-64/ 10G etc.

ii) International IP Transit Port in USA (East Coast/ West Coast), UK, France, Singapore, Hong Kong, Japan, China, Middle East etc. in the form as mentioned in (i) above.

iii) International Internet Bandwidth to USA through Trans-Atlantic and Trans-Pacific route, Europe (UK, France), Asia Pacific (Hong Kong, Japan Singapore), China, Middle East etc. in the form as mentioned in (i) above.

iv) International Bandwidth for voice/data services of any capacity from India and other parts of the world.

v) BSNL may also lease fibre(s)/ fibre(s) [10xG] or number of lambdas on a submarine cable system between any two points as per its requirement.

vi) International Bandwidth of any capacity on MIU Km basis from India or other parts of world to Asia Pacific, Europe, Middle East, USA (East Coast)/ USA (west Coast)/ Canada/ Africa.

vii) MPLS-VPN, IP Nodes with/ without CPEs (Customer Premises Equipments), lease line with/without backhaul/ last mile connectivity for BSNL and its customers.

This will be indicated at time of seeking financial quotation from empanelled bidders.

3.8 The international bandwidth will be uncontended and uncompressed TDM bandwidth, without any conversion to IP or any other protocol. International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port will generally be hired on lease in the form of E1/ E3/ DS3/ STM-1 (optical and electrical)// STM-16 (optical)/STM-64 (optical), 10 Gbps/ nXFast Ethernet/ Gigabit Ethernet from India or other places to different destinations in USA, Canada, Europe, Asia Pacific, Africa, Middle East etc. Both Trans Atlantic and Trans Pacific routes are envisaged.

3.9 BSNL reserves the right to invite financial bids and/or solution from empanelled bidders for different bandwidth capacities other than those as mentioned in clause 3.8 above and to any other country.

3.10 The bidder may get empanelled for any or all of the following categories depending upon the fulfillment of eligibility criteria as per clause 4.0 of Section-I:

i) Category- A (I): IP Port in India

ii) Category- A (II): International Bandwidth/ International Internet Bandwidth.

iii) Category A (III): International IP transit Port.

iv) Category B : Global Managed Network Services

3.11 Further, once the bidder is empanelled for one of the above categories it can extend the empanelment domain at any time during the validity of empanelment by submission of the relevant documents and its evaluation by BSNL.

3.12 In case of IP Port in India solution, the bidder shall provide the solution at minimum of two locations out of BSNL internet gateway locations and the list of gateway locations, as on date is available at ***Annexure-I*.**

3.13 For bidder empanelled in Category-A (I) , the procurement of IP Port in India will be done in either or both the two options as given below:-

(i) The optical connectivity have to be made available at the BSNL's PoP in the BSNL network for termination of IP Port by the bidder. The co-location and/ or interconnection required, for extending the optical connectivity to BSNL's premises/BSNL PoPs shall be made available by BSNL at no extra cost.
(ii) BSNL will collect the IP Port bandwidth at Bidder's premises wherever BSNL network element are already available in bidder premises and If in any bidder's Network, BSNL's network/ equipment is not available, **Bidder would install such network at a nearest BSNL location in that particular city.** BSNL reserves the right to call financial bids for either or both the options mentioned above.
Further details, if any will be intimated at the time of calling financial bids.".

3.14 For International Internet Bandwidth, bidder shall provide the comprehensive schematic solution diagram (Sample solution diagram attached in ***Annexure-II***) of each bandwidth capacity for the type of bandwidth it can provide.

3.15 For bidder empanelled in Category-A (II), the co-location and/or interconnection required at CLS in India, for extending the optical connectivity to BSNL's premises, shall be arranged by BSNL.

3.16 For Category-A(II) & A(III), BSNL shall, on its own, arrange for extension of fibre connectivity between the distribution point/ CLS of bidder's premises in India to BSNL's premises anywhere in India as per BSNL's requirement and convenience.

3.17 The bidder may have to provide the far-end CLS permission/ cross- connection etc. if it is required to execute the Purchase Order placed on the bidder.

3.18 The designated Tier-1 ISPs in case of International Internet Bandwidth for USA, Europe (UK/France) and Asia Pacific (Hong Kong/Japan/Singapore) are:-

Sr.No.	Destination	List of Tier 1 ISP's
1	USA	Level3 (3356), XO (2828), Cogent (174), NTT (2914), Hurricane Electric (6939), Telia Carrier (1299), GTT (3257), Varizon Business (701), Century Link (209), TCL (6453)
2	UK (Europe)	Level3 (3356), British Telecom (5400), GTT (3257), NTT (2914), Cogent (174), Telia Carrier (1299), Abovenet (6461), Pacnet (10026), Vodafone/C&W (1273), TCL (6453)
3	Singapore	Level3 (3356), PCCW Global (3491), GTT (3257), NTT (2914), XO (2828), Telia Carrier (1299), Telia Italia Splarkle (6762), Cogent (174), Hurricane Electric (6939), TCL(6453)

The list is as per the requirement of BSNL. It is based on global ranking by research organizations (i.e Dyn (Renesys)/ CAIDA/Netconfigs) viz-viz their performance/ feedback and requirement of BSNL. BSNL may extend the list by observing the current ranking of

Tier-I ISPs on websites of concerned research organization. Further, any carrier having Global ranking upto 15 or Regional ranking upto 5 by any one Research Organization may submit certified documents for examination and consideration by BSNL.

3.19 Bidders empanelled for Category-A (II) (International Internet Bandwidth)
(i) will have to provide not more than 50% of IP Ports from one designated Tier-1 ISPs for 10G and above Bandwidth, wherever possible.
(ii). In case of STM16 Bandwidth the full quantity can be provided from one Tier-I ISP".

3.20 For bidder empanelled for Category-A (III), the co-location and/or interconnection required at BSNL designated international termination point, for extending the connectivity to said premises, shall be arranged and paid by the bidder as per related regulatory and licensing norms. Any other charges payable such as backhaul/ termination etc shall also be borne by the bidders.

3.21 For Category B – GMNS Only

3.21.1 BSNL has strong hold on BFSI sector – All Major PSU banks (SBI, PNB, BOB, BoI etc…) and private banks (like Axis, ICICI, HDFC etc) are customers of BSNL. Their branches are connected to DC-DR and interconnected to each other through BSNL MPLS network. Now these customers are becoming global by having global presence through their direct presence or presence through representative branches in collaboration with other global banking players.

Similarly, many MNCs have presence in India and many Indian companies are becoming multi-national and using ICT for their core business. The branches of these MNCs are also connected or needs to be connected to their parent branch through MPLS for routine business.
To serve the connectivity requirement of these customers, BSNL need Global MPLS partner with seamless integration of our MPLS networks through NNI.

3.21.2 Basic Requirements to be fulfilled by Global MNS partner

(i) Direct presence in maximum no of countries across the globe with maximum number of on-net sites will be preferred.

(ii) High resilient network with redundancy at cable and path level.

(iii) Efficient traffic performance monitoring - giving customer up-to-date insights of his network.

(iv) As per the customer requirement partner must provide CPE and do its management and firewalling.

(v) Must support layer 2 and layer 3 IP VPN.

(vi) Multicast support for cost effective one-to-many data delivery.

3.21.3 Traffic Prioritization

Advance MPLS network – Support for traffic prioritization though all Classes of Service to help customer optimize bandwidth

3.21.4 NETWORK PERFORMANCE REPORTING:

(i) Network Performance Reporting shall gives near real-time access to a wide variety of pre-defined reports via a secure website. Statistics are provided in easy-to-understand graphical or tabular format, and cover both real-time and historical data. The reports include the following key parameters:

- **Packet throughput/loss per CoS**
- **Latency and jitter per CoS**
- **Bandwidth utilisation**
- **Measures of service availability**
- **MTTR**

(ii) **Network should support varying speeds and connection interface from subrate NX x 64K to 1Gbps (Gigabit Ethernet).**

(iii) **24x7 network and fault management.**

3.21.5 SECURITY:

(i) Must support authentication and encryption of IP packets by Internet security system like IPsec, TLC, SSL and SSH with advanced encryptions algorithm like - DES and triple DES etc or as per the ITU-T standards.

(ii) Customer IP-MPLS VPN network must comply with Govt of India's security guidelines.

3.21.6 Interface: -

As per the requirement of customer, partner should be able to provide interfaces like V.24/V.35/G.703 (E1/T1)/Ethernet or as per latest trend in the market.

4.0 Documents Establishing Bidder's Eligibility and Qualification

The bidder shall submit the documents establishing the bidder's eligibility as per following details:

4.1 For Category – A (I)

S.No.	Documents
1.	Certificate of incorporation from Registrar of companies.
2.	Articles and Memorandum of Association.
3.	Copy of valid and operative Category-A ISP license with International gateway facility to provide ILD service in India along with all other necessary licenses including approval of international gateway facility.
4.	Document establishing turnover of the company.
5.	A declaration by the authorized signatory of the bidder that the license(s) is valid and operative and has not been suspended, cancelled or terminated by the Licensor.
6.	Copy of license/ agreement/ certificate of authorized signatory of bidder, of right to use International Bandwidth for providing IP Port in India.
7.	Certificate of Experience from the respective customers on their letter heads or by authorized signatory including customer name, date(s) of provision of bandwidth, address and telephone number of the customers in order to enable BSNL to verify the same.

S.No.	Documents
8.	Certificate regarding bidder company not being bankrupt from statutory Chartered Accountant/ Company Secretary of Bidder Company.
9.	Clause-by-Clause compliance as per ***Annexure- XIII.***
10.	The information as per ***Annexure - III*** may be provided for information purpose only.
11.	Power of Attorney
12.	Undertaking as per ***Annexure- XII***
13.	Integrity pact (***Annexure-XV***)

4.2 For Category – A (II)

S. No.	Documents
1.	Certificate of incorporation from Registrar of companies.
2.	Articles and Memorandum of Association.
3.	Copy of valid and operative license to provide ILD service in India alongwith all other necessary licenses.
4.	A declaration by the authorized signatory of the bidder that the license(s) is valid and operative and has not been suspended, cancelled or terminated by the Licensor.
5.	If bidder is owner of OFSCS, a certificate of ownership of OFSCS from duly authorized signatory / Company Secretary of the bidder. OR If bidder is member of consortium of OFSCS, a certificate from the authorized signatory of consortium or bidder clearly indicating that the bidder is a member of OFSCS with details of CLS stations where the bidder has the rights vested in it to use CLS. OR Certificate from the duly authorized signatory of the bidder to the effect that bidder has International Bandwidth on lease or IRU basis, as the case may be, in OFSCS having at least one CLS in India.
6.	Document establishing turnover of the company.
7.	Copy of license/ agreement/ certificate of authorized signatory of bidder, of right to sell International Bandwidth in India without any limitation.
8.	Certificate regarding bidder company not being bankrupt from statutory Chartered Accountant/ Company Secretary of Bidder Company.
9.	Clause-by-Clause compliance as per ***Annexure- XIII***.
10.	The information as per ***Annexure-III*** may be provided for information purpose only.
11.	Power of Attorney
12.	Undertaking as per ***Annexure- XII***
13.	Integrity pact (***Annexure-XV***)

4.3 Category – A (III)

S.No.	Documents
1.	Certificate of incorporation from Registrar of Companies.
2.	For a company, Articles and Memorandum of Association.
3.	Document establishing turnover of the company.
4.	Copy/ list of its license granting it right to provide telecom services, in the countries it claims to be in operation, including that required for Internet services and providing backhaul and international bandwidth, if required .

S.No.	Documents
5.	A declaration by the bidder that the license is valid and operative and has not been suspended, cancelled or terminated by the Licensor.
6.	A declaration from the bidder that they are Internet service providers to the carriers as per eligibility clause in this regard alongwith all the necessary details of these carriers including name, address, telephone number, fax etc.
7.	A declaration regarding bidder having minimum 2 IP transit PoPs *or authorized to have access to such IP transit PoPs in any of* the *international regions like USA (East Coast/ West Coast)/ Europe (UK/France)/Asia Pacific (Singapore/ Japan/ Hong Kong)/ Middle East* alongwith their address.
8.	A declaration regarding bidder having minimum IP transit capacity of atleast STM-64/ 10 Gbps connecting *region of Middle East or 3* STM-64/10G connecting various regions of Asia Pacific or Europe or USA.
9.	A declaration that bidder is having direct connectivity to atleast two Internet Exchange Points in the City/Country/Region with address.
10.	The bidder must submit at least 1 report from any independent International research organizations (Dyn/Renesys), (CAIDA/NetConfigs) etc. for current year giving their ranking for wholesale/carrier network/AS number on global IP ranking or regional duly certified by authorized signatory.
11.	For a Company, certificate regarding bidder company not being bankrupt from statutory Chartered Accountant or Company Secretary of the bidder company.
12.	Clause-by-Clause compliance as per **Annexure- XIII**.
13.	The information as per ***Annexure - III*** may be provided for information purpose only.
14.	Power of Attorney
15.	Undertaking as per ***Annexure- XII***
16.	Integrity pact (***Annexure-XV***)

4.4 For Category – B (GMNS)

S.No.	Documents
1.	Certificate of incorporation from Registrar of companies.
2.	Articles and Memorandum of Association.
3.	Copy of valid and operative license to provide ILD service in India alongwith all other necessary licenses.
4.	A declaration by the authorized signatory of the bidder that the license(s) is valid and operative and has not been suspended, cancelled or terminated by the Licensor.
5.	Document establishing turnover of the company.
6.	Copy of license/ agreement/ certificate of authorized signatory of bidder, of right to sell International Bandwidth in India without any limitation.
7.	Certificate regarding bidder company not being bankrupt from statutory Chartered Accountant/ Company Secretary of Bidder Company.
8.	Clause-by-Clause compliance as per **Annexure- XIII**.
9.	The information as per ***Annexure-III*** may be provided for information purpose only.
10.	Power of Attorney
11.	Undertaking as per **Annexure- XII**
12.	Integrity pact (***Annexure-XV***)

5. The bidders, whose applicable license to provide ILD service in India including provisioning of IPLC to international destinations or as ISP, has been suspended, cancelled or terminated by the Licensing authority or against whom notices or legal proceedings are pending for cancellation/ suspension/ termination of its license, shall NOT BE ELIGIBLE to bid for this EOI.

6. If during the evaluation of bids or currency of empanelment of bidders, it is found that wrong information has been furnished by any bidder, the empanelment guarantee of the said bidder will be forfeited. Such bidder shall be considered as non-eligible and further course of action may be taken by BSNL as deemed fit. However, if for any reason, the license is suspended, cancelled or terminated or notice issued there for, during evaluation/ currency of the panel, BSNL may not forfeit the empanelment guarantee if BSNL is satisfied that such action of issuing notices/ termination/ legal proceedings has not been initiated/ pending at the time of submission of bid.

7. Clarification of EOI 2022 Document

7.1 A prospective bidder, requiring any clarification on the EOI 2022 document shall notify BSNL in writing or by FAX or by email to BSNL's mailing address indicated in the EOI.

7.2 *BSNL shall respond to any request for the clarification of the EOI document, if required by email and clarifications by BSNL shall be uploaded on BSNL website on business opportunity section.*

7.3 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of EOI document and it will amount to an amendment to relevant clauses of the EOI document.

7.4 The format in which the clarifications are to be sent are given below. In case clarification is sought by bidder via E-mail, the same shall be in **MS-Excel sheet(s) only.**

S. No.	Section	Clause	Brief Description of the clause	Ref Page no. in EOI	Comments of Bidder

8. Amendment of EOI 2022 Document

8.1 BSNL may at an time, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify EOI document by amendments.

8.2 The amendments shall be notified in writing on BSNL's web site, i.e. at "http://www.bsnl.co.in" to all prospective bidders and these amendments will be binding on all the bidders.

9. Format and Signing of Bid for Empanelment

9.1 The bidder shall submit its empanelment bid offer against a set of EOI document downloaded by it, as per requirement of the EOI document, complying all eligibility conditions, other terms and conditions of EOI document to be read along with the clarifications and amendments issued in this respect.

9.2 The original and all copies of bid shall be typed or printed, properly indexed and all the pages numbered consecutively including the appendix/ annexures and each page shall be signed by the bidder or a person or persons duly authorized to sign the EOI bid/contract.

9.3 The letter of authorization shall be indicated by written power-of-attorney accompanying the EOI bid**.** The Power-of-Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states(s) and the same be attested by a Notary public **or** registered before Sub-Registrar of the states(s) concerned. 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*.* 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. Power of Attorney is required in original.

9.4 The Empanelment bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrected documents or revisions shall be authenticated by the person signing the bid.

9.5 Incomplete, ambiguous, conditional, bids are liable to be rejected.

10 Submission of documents

10.01 The authorized signatory of the bidder shall furnish a declaration that no addition / deletion / corrections have been made in the downloaded EOI 2022 document being submitted and it is identical to the EOI 2022 document appearing on BSNL website (http://www.bsnl.co.in).

10.02 The bidder shall submit its bid offer for empanelment against a set of EOI document downloaded by him as per requirement of the EOI document.

10.03 The Offline documents as per clause 10.10 below, should be submitted in sealed cover. The cover should be sealed by the personal seal of the bidder.

10.04 If the cover is not sealed, the EOI bid is liable to be rejected.

10.05 The cover shall bear "*Expression Of Interest (EOI) 2022 For Empanelment of Eligible bidders for provisioning, commissioning and maintenance of International Bandwidth, International Internet Bandwidth, IP Port in India, International IP transit Port*".

10.06 The cover shall indicate the name, address, telephone and fax number of the bidder to enable the document to be returned unopened in case it is rejected.

10.07 Offline documents as per clause 10.10 may be sent by registered post or delivered in person on above mentioned address.

10.08 BSNL reserves the right to accept or reject any EOI bid for empanelment, and to annul the bidding process and reject all EOI bids, at any time prior to empanelment without assigning any reason whatsoever, and without thereby incurring any liability to the affected bidder(s) on the grounds of BSNL's action.

10.09 BSNL also reserves the right to disband the panel made as a result of the EOI process any time without assigning any reason. However, bandwidth contracts entered into with the bidders, if any, shall continue as per the terms and conditions of the EOI.

10.10 The following documents are to be submitted offline **(i)** Power of Attorney. **(ii)** EOI Bids shall remain valid for 150 days from the date of receipt of the EOI bids (documents). Bid valid for a shorter period shall be rejected)" (**Annexure-X**). **(iii)** Empanelment Guarantee will be required separately for each category i.e. for A & B.

Empanelment Guarantee shall be required to be submitted when the bidder is found to be techno commercially qualified for empanelment (**Annexure-V (A) & (B**).

11. Clarification of EOI bid for empanelment

To assist in the examination and evaluation of EOI bids for empanelment, BSNL may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing.

12. Financial E-Bids

12.1 Financial bids, as and when required, will be called from the empanelled bidders for specific requirement of BSNL. However, the same may vary (i.e. shorter/longer) depending upon BSNL's requirement. If there is no requirement then BSNL may not call for financial bid.

12.2 BSNL will invite financial bids from the empanelled bidders through e-bidding process for which instructions will be issued separately.

12.3 The EOI 2022 is for empanelment of bidders only and mere empanelment doesn't guarantee award of work upon empanelment by BSNL.

12.4 **Pre-bid Clarification**

12.4.1 A prospective bidder, requiring any clarification on the financial E-bids shall notify BSNL in writing or by FAX or by email to BSNL's mailing address indicated in the invitation of EOI 2022.

12.4.2 BSNL shall respond to these clarifications in writing to any request for the clarification of financial E-bids to all the prospective bidders within the time period as mentioned in invitation for calling financial quotations. BSNL may also upload these clarifications on BSNL web-site, if required.

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

12.4.4 The format in which the clarifications are to be sent are given below: In case clarification is sought via E-mail, the same shall be in **MS-Excel sheets only.**

S. No.	Section	Clause	Brief Description of the clause	Ref Page no. in BSNL letter No.	Comments of Bidder

12.5 Bid prices shall remain valid for 90 days from the date of opening of financial bids and as further mentioned for relevant Order(s) placed for International Bandwidth, International Internet Bandwidth, International IP Transit Port or IP Port in India. **Bid valid for a shorter period shall be rejected.**

12.6 In exceptional circumstances, BSNL may request the consent of the bidder for an extension to the period of bid price validity. The request and the response thereto shall be made in writing. The bidder may refuse the request of BSNL.

12.7 The empanelled bidder will have to quote the total composite price of International Bandwidth, International Internet Bandwidth, International IP Transit Port or IP Port in India inclusive of all levies and charges excluding GST, if any, payable to Government of India.

12.8 The price quoted by the bidder shall be inclusive of discounts offered, if any, and shall remain fixed during the entire period of Purchase Order (PO)/contract and shall not be subject to variation on any account. **A bid submitted with an adjustable price quotation will be treated as non – responsive and will be summarily**

rejected. However, any reduction in prices on account of any governmental order or regulation, if applicable for bidder, have to be passed on to BSNL. **In case of conditional rebate, the quotation will be treated as non-responsive.**

12.9 BSNL may seek financial bid either on half-circuit or on full-circuit basis for International Bandwidth, International Internet Bandwidth type of bandwidth.

12.10 If the price proposal is not given in accordance with the Performa then the financial bid is liable to be rejected. The price quote by the bidder has to be complete in all respects.

12.11 The price approved by the BSNL for bandwidth will be inclusive of all levies and Charges, excluding GST. The clause 15.10 of section-IV may be referred.

12.12 Based on the financial bid/quotes received from the empanelled bidders, the price will be finalised on the lowest of the quote received. BSNL may distribute ordered quantity, as asked in the financial bid, in ratio of 70:30 between L1 and L2 bidder (L2 bidder shall have to match the price of L1 bidder) for diversity purpose. However, BSNL shall have absolute discretion in deciding the final ratio depending upon its requirement and process of e-tendering as and when it is decided.

12.13 BSNL shall open financial E-bids in the presence of bidders or their authorized representatives who chose to attend, at the specified time. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening.

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

12.15 BSNL may intimate the bidder's names, bid prices, modifications, bid withdrawals and such other details as BSNL, at its discretion, may consider appropriate

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

Post-bid Clarification

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

13. Performance Bank Guarantee

In addition to Empanelment Guarantee, as per ***Annexure-V (B)***, separate Performance Bank guarantee (PBG) of amount @ 3% of the ordered value for the term of the order plus six months will be submitted for each order for International Bandwidth, International Internet Bandwidth , IP Port in India and International IP transit Port as a result of inviting financial bids. In case, the term of the initial order is extended, the period of PBG will be required to be suitably extended by bidder. The format of PBG is given at ***Annexure –V (B).*** In case of Supplier failing to perform its obligation under the contract, in whole or in part, consequent to the action under clause 7.1 & 19.2 of Section-III, BSNL will forfeit the PBG amount.

14. Empanelment Guarantee

14.1 Each bidder will need to submit Empanelment Guarantee of amount Indian National Rupees (INR) 10 lakhs, for ensuring full compliance of agreement conditions. The format of empanelment guarantee is enclosed at ***Annexure-V (A).***

14.2 The empanelment guarantee shall be in the form of a bank guarantee issued by a Scheduled Commercial Bank (except co-operative banks) in favour of BSNL.

14.3 The Empanelment guarantee shall be valid initially for at least three and half years from the date of intimation to the bidder that they are eligible for empanelment for this EOI which to be extended for further two years as per validity requirement. The Empanelment Guarantee shall be renewed if period of empanelment is extended and/or till all outstanding dues to BSNL, if any, have been fully paid and its claims are satisfied or discharged and also discharge of all responsibilities with regard to provisioning, commissioning and maintenance of International Bandwidth, International Internet Bandwidth , IP Port in India and International IP transit Port for the full period of contract. Empanelment Guarantee will be returned back to the bidders in case the bidder will not be shortlisted.

14.4 Without prejudice to its rights of any other remedy, BSNL shall en-cash/forfeit the Empanelment Guarantee in the following conditions:-

(i) If the BIDDER fails to secure due and faithful performance of all his/their obligation under the said EOI including active participation by the BIDDER during the entire period of empanelment;

or

(ii) If the BIDDER withdraws his bid during the period of empanelment;

or

(iii) If the BIDDER, having been notified of the acceptance of his quote during the period of Empanelment ; or fails or refuses to execute the contract, if required;

or

(iv) fails or refuses to furnish the performance bank guarantee as specified in EOI.

14.5 The Empanelment Guarantee may be forfeited, if the bidder fails to honour the terms and conditions of the EOI during the empanelment period and the bidder will not be able to participate in the bid process for next one year from date of forfeiture of bank guarantee. The bidder will not approach court against BSNL in this regard.

SECTION - III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. Application

The general conditions shall apply in relevant Purchase Order made by BSNL for the provisioning, commissioning and maintenance of International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port.

2. Standards

The International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port commissioned under a relevant Purchase Order shall conform to the standards prescribed and technical requirements mentioned in this document.

3. Patent Rights

The Supplier shall indemnify BSNL against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods/bandwidth or any part thereof in BSNL's network.

4. Intellectual Property

Neither bidder nor BSNL shall use each other's name, logos, trademarks, service marks, copyrights, patents, designs, software, trade names, proprietary processes, tools, methodologies, software or hardware solutions, and improvements thereon etc. or other intellectual property rights (individually and collectively "**Intellectual Property**") without the prior written consent of each other. For avoidance of doubts, it is clarified that no license, permit, assignment, right of use, etc. in relation to any Intellectual Property belonging to either bidder or BSNL is granted (expressly or by implication, whether at present or in future unless otherwise agreed in writing) to each other in any manner whatsoever.

5. Delivery and Documents

5.1 Provisioning, commissioning and maintenance of International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port commissioned shall be made by the Supplier in accordance with the terms and conditions specified by BSNL in this EOI document and relevant Purchase Order. The International bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port duly commissioned shall be made over to the ultimate consignee as given in the relevant Purchase Order.

5.2 The provisioning and commissioning of the International bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port shall commence on placement of Purchase Order on successful bidder and will be completed as per the acceptance test schedule.

5.3 All Technical assistance for provisioning, commissioning and maintenance of the International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port shall be provided by the Supplier at no extra cost during acceptance testing/ field trial, if any.

5.4 The extension of provisioning and commissioning period, if any, against a Purchase Order may be granted subject to applicable credits calculated by BSNL, and deducted from Supplier, for delayed provisioning and commissioning. The decision of BSNL in this regard shall be final and binding on the parties.

6. Prices

Prices charged by the Supplier for International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port for provisioning, commissioning and maintenance performed under the relevant Order shall not be higher than the prices quoted by the Supplier in the financial bid.

7. Suspension, Revocation or Termination

7.1 The BSNL may, without prejudice to any other remedy for breach of Purchase Order/ contract/ empanelment terms and conditions, by written notice of default, sent to the Supplier suspend/ revoke/ terminate the Purchase Order/ contract in whole or in part:

i) if the Supplier fails to provision, commission and maintain a part or whole of the International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port within the time period (s) specified in the Purchase Order or any extension thereof granted by BSNL;

ii) Continuous non-adherence to Service Level Guarantee (SLG), excluding force majeure period, for consecutive period of 3 months by Supplier to the extent that maximum applicable credits as calculated by BSNL are reached for a month, *if applicable;*

iii) if the Supplier fails to perform any other obligation(s) under the contract.

In any of the above three circumstances i.e. (i), (ii) and (iii) above, action under this clause will be taken, if the Supplier does not remedy his failure within a period of 30 days after communication of the default notice from BSNL

7.2 In the event BSNL suspends or terminates the contract in whole or in part, due to reason of Supplier, pursuant to para 7.1 above, BSNL may hire on lease, upon such terms and in such manner as it deems appropriate, International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port similar to those undelivered and the Supplier shall be liable to BSNL for any excess cost for such similar International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port. However the Supplier shall continue the performance of the contract to the extent not terminated.

8. Termination For Insolvency

BSNL may at any time terminate the Purchase Order/ contract forthwith by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to BSNL.

9. Assignment - Transfer - Subcontracts

The supplier will not sub-contract the work assigned to him to any other party, without prior written permission of BSNL and supplier shall be responsible for completion of the work and liable for performance and adherence to the terms and conditions of the EOI 2022.

10. Force Majeure

If, at any time, during the continuance of relevant Order, the performance in whole or in part by or of any obligation under the relevant Order is prevented or delayed by either party 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 party affected by such eventuality, shall give notice to the other party as early as possible but not later than 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the relevant Order nor shall either party have any claim for damages against other party in respect of such non-performance or delay in performance, and deliveries under the relevant Order shall be resumed as soon as practicable after such an event come to an end or cease to exist. The decision of BSNL 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 relevant Order is prevented or delayed by reasons of any such event for a period exceeding 60 days, parties may jointly decide the course of action (including full/ partial termination of relevant Purchase Order) to be taken.

11. Set Off

Any sum of money due and payable to the Supplier (including any bank guarantees and security deposit refundable to him) under relevant Order may be appropriated by BSNL and set-off the same against any claim of BSNL for payment of a sum of money arising out of any Purchase Order/ contract made by the Supplier with BSNL.

12. Arbitration, Governing Law And Dispute Resolution

12.1 Dispute Resolution and Governing Law

The parties will do their best effort in order to resolve any dispute, controversy or claim arising out of or in relation to relevant Purchase Order by mutual discussions and will endeavor at their utmost to reach an amicable agreement within a period of sixty days from the date of making of such request. However, pending settlement of the dispute the bandwidth shall, if desired by BSNL, continue to be in operation and will not be discontinued by the Supplier and, in such a situation, BSNL will continue to pay charges for the bandwidth which is in operation.

12.2 The governing law shall be Indian Law.

12.3 Arbitration

12.3.1 All disputes arising out of or in connection with the relevant Order shall, where an amicable settlement cannot be reached between Supplier and BSNL within sixty (60) days of one party notifying a dispute to the other, be finally settled in accordance as given in clauses 12.3.2 below. Such arbitration shall be held in English language.

12.3.2 (I) Arbitration applicable in case of supply orders/Contracts with firms, other than Public Sector Enterprise (Not applicable in cases valuing less than Rs. 5 lakhs)

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

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

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

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

3. Neither party shall appoint its serving employee as arbitrator.
4. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise, he shall proceed de novo.

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

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

***[29B. Fast track procedure** –*

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

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

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

(a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
(b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
(c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
(d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.

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

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

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

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

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

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

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

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

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

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

(II). Indian Bidder as a PSU or a Central Govt Department of Central Govt

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

(III). Applicable Law & Jurisdiction

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

12.4 Notwithstanding anything contained in this EOI BID document, BSNL and Supplier shall continue to provide the services without causing any disruption or interference in the same manner and extent pending any resolution or final outcome of any arbitration or related proceedings, unless BSNL and Supplier agree to discontinue any or all the services under the relevant Purchase Order(s) either in full or in part.

13. Limitations of Liability

(a) Notwithstanding any other provision of this EOI document, neither party shall be liable to the other party for any indirect, consequential, special, incidental or punitive damages, or for any lost profits or revenue of any kind or nature whatsoever, foreseeable or not, arising from its performance of its obligations under the EOI BID document, or otherwise.

(b) The aggregate liability of either Party to the other Party hereunder contract/EOI, shall be limited to the value of the contract.
Such limitation , however, shall not apply in respect of the following:

i. any liability for death or personal injury resulting from the Party's negligence;
ii. any liability for fraud by the Party;
iii. wilful misconduct or gross negligence by the Party
iv. breach of applicable Laws by the Party;
v. breach of confidentiality obligations by the Party

vi. any liability which cannot be excluded by Law.
vii. any liability arising of Environmental damage resulting party's negligence
viii. breach of "Intellectual Property-Indemnity obligations by the party".

14. Relationship between the Parties

Each party will conduct itself under the relevant Order as an independent contractor and not as an agent, partner, joint venture or employee of the other Party, and will not bind or attempt to bind the other Party to any contract. Nothing contained in the contract will be deemed to form a partnership, agency or joint venture between parties.

15. Confidentiality

15.1 For purposes of this EOI document, "Confidential Information" means, with respect to either bidder or BSNL, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the present or potential business, operation or financial condition of or relating to the disclosing Party (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, and any information which might reasonably be presumed to be proprietary or confidential in nature excluding any such information which:

i) is known to the public (through no act or omission of the receiving Party in violation of contract);

ii) is lawfully acquired by the receiving Party from an independent source having no obligation to maintain the confidentiality of such information;

iii) the receiving Party can demonstrate was known to the receiving Party prior to its disclosure under contract;

iv) the receiving Party can demonstrate was independently developed by the receiving Party; or required to be disclosed by governmental or judicial order, in which case the Party so required shall give the other Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the other Party seek a protective order or other appropriate remedy.

15.2 Any information exchanged in respect of the Purchase Order which is not in public domain, will be strictly confidential and shall not be disclosed to third parties, unless otherwise agreed in writing, provided that parties shall complies with such filing or disclosure requirements under any applicable law, rule or regulation issued by any regulatory authority or governmental entity of agency having jurisdiction in its respective country. In such event the parties agree to inform each other, as soon as possible, of such disclosures.

15.3 Parties agree that during the term of Purchase Order/ contract and thereafter for a period of 3 (three) year:

(a) it shall provide at a minimum the same care to avoid disclosure or unauthorised use of Confidential Information as is provided to its own similar information, but in no event less than a reasonable standard of care;

(b) it will use Confidential Information belonging to the other solely for the purposes of the EOI document and

(c) it will not disclose Confidential Information belonging to the other to any third party (other than its employees and/or consultants reasonably requiring such Confidential Information for purposes of the contract Order who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein) without the express prior written consent of the disclosing Party. Each receiving Party will promptly return, where possible, or destroy upon reasonable written request of the disclosing Party any Confidential Information reduced in tangible form of the disclosing Party and the receiving Party shall promptly give the disclosing Party notice in writing of such destruction.

16. Authorisations

16.1 The validity of the EOI document and Purchase Order(s) is contingent upon obtaining and continuance of such approvals, consents, governmental authorisations, licenses and permits as may be required for the purpose of EOI document and Order(s). The Parties shall use their best endeavours to obtain and continue such approvals, consents, authorisations, licenses and permits, to be in effect during the period of EOI.

16.2 The Supplier shall obtain all necessary permissions for transfer of the bandwidth capacities under the EOI document from the appropriate authorities of the OFSCS concerned.

17. Severability

If any term or provision of the EOI document is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from the EOI document and Order and such provision shall not affect the legality, enforceability, or validity of the remainder of the EOI document/Purchase Orde. If any provision or part thereof of the EOI is stricken in accordance with the provisions of this clause, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

18. Waiver

No provision of, right, power or privilege under the EOI document shall be deemed to have been waived by any act, delay, omission or acquiescence on the part of either bidder or BSNL, its agents, or employees, but only by an instrument in writing signed by an authorized officer of bidder or BSNL. No waiver by either bidder or BSNL of any breach or default of any provision of the EOI document by the other shall be effective as to any other breach or default, whether of the same or any other provision and whether occurring prior to, concurrent with, or subsequent to the date of such waiver.

19. Performance Security

19.1 The suppliers shall furnish performance security in form of Performance Bank Guarantee (PBG) to BSNL for an amount equal to 3% of the value of Purchase Order towards due observance and performance of the terms and conditions of EOI and/or rollout of obligations under this EOI.

19.2 Without prejudice to its rights of any other remedy, BSNL shall en-cash/forfeit the PBG in case of any breach of terms and conditions of the agreement or in case of failure to roll out the services as per the agreed schedule & parameters or failure to comply with the content related laws including IPR/copy rights on the part of the bidder or in case of loss or damage caused to or would be caused to or suffered by BSNL by reason of beach or renewal of the PBG.

19.3 The performance security guarantee bond shall be in the form of Bank Guarantee issued by a Scheduled Commercial Bank (except co-operative banks) in the form provided in ***Annexure-V (B)*** of this EOI document valid for 18(Eighteen) months from date of issue of PO/Agreement. The bidder/supplier shall renew the PBG from time to time till the expiry of PO/Agreement or till the dues of BSNL by virtue of the PO/Agreement have been fully paid and its claim satisfied or discharged till BSNL is satisfied that the terms and conditions of the said PO/Agreement have been fully and properly carried out by the bidder/supplier.

20. PURCHASER'S RIGHT TO VARY QUANTITIES

20.1 BSNL reserves the right to increase or decrease up to 25% of the quantity as specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.

20.2 BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities in the running financial E-bid/tender/contract within a period of twelve months from the date of acceptance of first PO at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.

20.3 In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing venders, the purchaser reserves the right to place repeat order up to 100% of the quantities in the running financial E-Bid/ tender /contract within a period of twelve months from the date of acceptance of first PO at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.

21. Amendments/ Guidelines relating to procurement of Telecommunication equipment in respect of Unified License Agreement and ISP License Agreement, issued by DOT vide No. 20-271/2010 AS-I (Vol-III) dated 10-03-2021 and No. 820-01/2006- LR(Vol-II) (Pt-3) dated 12-03-2021, along with latest amendments, if any, shall be applicable to this tender.

22. **Actions against the Defaulting Bidder/Vendor:**

The actions against the defaults of the bidder/vendor is deliberated in **Appendix-1 to section III.**

Appendix-1 to Section III

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD; b) Certificate for claiming exemption in respect of tender fee and/ or EMD; and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	i) Rejection of tender bid of respective Vendor. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Termination**/** Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.
	Note 1:- However, in this case the performance guarantee if alright will not be forfeited.	
	Note 2:- Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.	
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Goods and Services Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender	
	(i) If detection of default is prior to award of APO/WO	i) Rejection of Bid & ii) Forfeiture of EMD. iii) Banning of business for upto three years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
	(ii) If detection of default after issue of APO/WO but before receipt of PG/ SD (DD,BG etc.)	i) Cancellation of APO , ii) Rejection of Bid & iii) Forfeiture of EMD. iv) Banning of business for upto three years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.

1(b) contd.	(iii) If *detection of default after receipt of PG/ SD (DD,BG etc.) .*	i) Cancellation of APO /WO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned. iv) Banning of business for upto three years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
	(iv) If *detection of default after issue of PO/ WO*	i) Termination/ Short Closure of PO/WO and Cancellation of APO/WO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned. iv) Banning of business for upto three years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
	Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.

4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and iii) Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking '**Set off**' clause 11

	(a) for amount already paid by BSNL. (b) for Quantity in excess of that supplied by Vendor to BSNL. c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	of Section 4 or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL. b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL. c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s). d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc. e) Undertakes any action that affects/ endangers the security of India.	i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc. iv) Legal action will be initiated by BSNL against the Vendor if required.

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

10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) in spite of order of Arbitrator.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later. iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) in spite of Court Orders.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/Goods and Services Tax / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business:	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.	
	(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	
	(c) If the vendor/ supplier fails to submit required documents/ information, where required.	

	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	

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

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SECTION – IV

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the Section-II and Section-III. Wherever there is a conflict, the provisions contained herein shall prevail over those in Section–II and Section-III of EOI document.

2. Communications

2.1 All written communications between BSNL and bidder/Supplier shall be in the English language. All notices required and permitted must be in English and in writing at the address given in the documents or to such other person and/or address as bidder or BSNL may notify from time to time.

2.2 English shall be the language used by technical and operating personnel for establishment and provision of the Services.

3. **Notices**

All notices including invoices and statements hereunder shall be in writing and deemed to have been validly given on the date immediately after the date of transmission with confirmed answer back, if sent by facsimile transmission/email provided such transmission is immediately followed by a prepaid registered mail with return receipt.

4. **Facsimiles and Email**

The copies of executed documents received via facsimile or email shall be deemed to be originals for all purposes. However, original documents shall be exchanged as early as possible.

5. All the documents must be legible.

6. The details of built-up of International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port may be given at the time of submission of financial bids by the bidder as a separate document. If bandwidth being provided by bidder is a protected bandwidth, the switch-over time has to be indicated by the bidder. In case of unprotected bandwidth, cable may be restored as per restoration plan of cable system which has to be indicated by Supplier at the time of submission of bid. The availability will be as per availability and Service credits

7. Provisioning of Services (FOR CATEGORY –A only)

7.1 The provisioning and commissioning period will be 4 weeks and 9 weeks for International Internet Bandwidth of IP Port nature and International Bandwidth/ International Internet bandwidth of IPLC nature respectively. Early provision and commission of all type of International Bandwidth/ International Internet Bandwidth will also be accepted by BSNL.

7.2 The provisioning and commissioning period for IP Port in India and for International IP Transit Port for (i) STM-1 capacity will be two weeks (ii) nXFast Ethernet/STM-4 capacity will be four weeks and for Gig-Ethernet/STM-16/STM-64/10G will be four weeks.

7.3 All required tests should be carried out to the satisfaction of BSNL before declaring the connectivity as commissioned.

7.3.1 The bandwidth shall be considered commissioned only when BSNL is satisfied and certifies in this regard. The following criteria may be followed for the commissioning of the circuit:

a) For International Bandwidth/ International Internet Bandwidth

i) Stability test of bandwidth link by looping back from USA / Europe / Asia Pacific etc. or as per location in PO for a period of 24 hours without any errors.

ii) In case any errors are observed, tests will be repeated.

iii) For International Internet Bandwidth, other tests shall be as given below in 7.3.1 (b).

b) For IP Port in India and International IP Transit Port

i) Connecting to BSNL router/BSNL designated bidder's PoP and terminating traffic at Tier-I ISP in USA / Europe / Asia Pacific etc or bidder's router, as the case may be. Interface statistics will be observed for 24 hours. There should not be any input/ output, CRC errors etc. and flapping during this period.

ii) Tests pertaining to RTD, Packet loss, throughput etc. will be performed and the values should be as per specification.

iii) For International IP Transit Port, Supplier to provide Looking Glass Access to BSNL to test IP Transit service.

7.3.2 After error free trial, circuit will be declared commissioned.

7.4 The maximum time-frame which may be followed for provisioning of International Bandwidth/ International Internet Bandwidth is given below:

S.No.	Item	Time Period
1.	Acknowledgement of order by Supplier	Date of Purchase Order(P.O.) + 2 working days (excluding the day of P.O.)
2.	Written confirmation/acceptance of order alongwith 5% order value as bank guarantee, wherever applicable, by Supplier	Date of P.O. + 2 weeks* (excluding the day of P.O.)
3.	Ready-for-Test date	Date of P.O. + 8 weeks (excluding the day of P.O.)
4.	Testing by BSNL, if any	Within one week after Ready-for-Test date intimated by Supplier
5.	Ready-for-Use date	At the end of testing by BSNL

* : The five(5) % order value as bank guarantee, wherever applicable, by the Supplier may be submitted within six weeks or by Ready-for-Test date whichever is earlier as per time schedule mentioned in clause 7.4.

7. 4.1 For IP Port in India or International IP Transit Port maximum time-frame which may be followed is given below:

S.No.	Item	Time Period
1.	Acknowledgement and Written confirmation/ acceptance of order alongwith 5% order value as bank guarantee ,wherever applicable, by Supplier	Within one week from date of P.O. (excluding the day of P.O.)®
2.	Ready-for-Test date and testing by BSNL, if any	Within 3* weeks from date of P.O. (excluding the day of P.O.)
3.	Ready-for-Use date	At the end of testing by BSNL

® : The five(5) % order value as bank guarantee, wherever applicable, by the Supplier may be submitted within three weeks or by Ready-for-Test date whichever is earlier as per time schedule mentioned in clause 7.4.1.

* : Within four weeks for IP Port in India/ International IP Transit Port of nXFast Ethernet/
STM-4 capacity gig-Ethernet/STM-16/10G/STM-64/10G.

7.5 If at any time during the execution of the Purchase Order, the Supplier encounters condition impeding offering of International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port on initial Ready-for-Test date, Supplier shall promptly notify BSNL in writing the fact of the delay, its likely duration, cause(s) and shall seek extension of initial Ready-for-Test date for that Order.

7.6 The request of the Supplier seeking extension of initial Ready-for-Test date for International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port shall be in writing and at least 2 weeks prior to initial Ready-for-Test date. It shall be the sole discretion of BSNL whether to grant necessary extension in part or in full. For any extension given, BSNL applicable credits will be recovered by BSNL as per clause 12.0 of this Section.

7.7 In the event that International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port does not meet the acceptance tests of BSNL, Supplier shall use all reasonable efforts to ensure the International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port is brought up to the required service level as agreed and shall repeat the processes until the International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port meet the acceptance tests. If International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port does not meet the acceptance tests within commissioning period, including any extension, BSNL shall be entitled to recover relevant credits from Supplier and/or terminate, with immediate effect and without incurring any liability, the Order.

7.8 The Ready-for-Use date for International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port will be the date of acceptance by BSNL.

8. Delay in Provisioning, Commissioning and Maintenance of bandwidth (FOR CATEGORY –A only)

8.1 Provision and commissioning of the International Bandwidth/ International Internet Bandwidth/ International IP Transit Port/ IP Port in India shall be made by the Supplier in accordance with the time schedule specified by the BSNL in the relevant Order. In case the supply is not completed in the stipulated delivery period, as indicated in the relevant Order, BSNL reserves the right either to short-close /cancel the Order and/ or deduct credits as per clause 12 of this Section.

8.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to clause 12 of this Section.

9. **Service Level Guarantees (FOR CATEGORY –A only)**

The bidder will have to provide following service level guarantee/ quality of service as follows:

9.1 **For International Bandwidth**

i) **Throughput**: The bidder would provide an uncontended bandwidth (1:1) with guaranteed throughput of the contracted bandwidth capacity as measured on physical layer. Bidder shall guarantee a throughput of contracted bandwidth on 1:1 Full Duplex (both ways) on 24 hours x 7 Days basis.

ii) The performance of the IPLC shall be as per ITU-T recommendations M.2100, 2101.

iii) The maximum permissible Round Trip Delay (RTD) from India to USA (Trans-Atlantic and Trans-Pacific) shall not be more than 310 ms and to any other destination it shall be less than 300 ms. In case of IPLC for customer, suitable extra margin in RTD will be given. In case, BSNL desires to measure RTD, it will withdraw portion of in-service bandwidth for measuring the RTD. Bidder may also suggest the alternate measure of measuring the RTD. If required, the RTD will be measured between BSNL's premises in India and CLS at foreign end.

9.2 **For International Internet Bandwidth/ IP Port in India/ International IP Transit Port**

i) **Throughput**: The bidder would provide an uncontended bandwidth (1:1) with guaranteed throughput of the contracted bandwidth as measured on physical layer. Bidder shall guarantee a throughput of contracted bandwidth on 1:1 Full Duplex (both ways) on 24 hours x 7 Days basis.

ii) **Round Trip Delay (RTD):** shall be measured by computing the average RTD for one thousand (1000) pings (with acknowledge for each previous packet received) of sixty–four (64) bytes each. In case of International Internet Bandwidth, this will be measured from BSNL gateway router to the Tier-1 ISP in USA, Europe or Asia Pacific where the BSNL link will be terminated.

In case of IP Port in India, the bidder shall provide at least 3 different sites in each of these regions (in different networks) for verifying the latency figures as given in the table below:

RTD Summary

S. No.		From BSNL Gateway Router	
		International Internet Bandwidth	**IP Port**
[1]	USA (Trans Atlantic)	270 msec	310 msec
[2]	USA (Trans Pacific)	300 msec	
[3]	Europe (UK)	200 msec	250 msec
[4]	Europe (France)	200 msec	280 msec
[5]	Asia Pacific (Hong Kong)	100 msec	160 msec
[6]	Asia Pacific (Singapore)	80 msec	120 msec
[7]	Asia Pacific (Japan)	180 msec	240 msec

RTD Summary in case of International IP Transit Port

S.No.	Location/Intra/Inter Regions	RTD
[1]	Intra – Europe	50 msec
[2]	Intra – USA	70 msec
[3]	Intra – Asia	150 msec
[4]	USA – Europe	240 msec
[5]	USA – Asia	300 msec

In case BSNL/ Bidders carry the bandwidth link from CLS or bidder's location (for IP Transit Port bandwidth) to its gateway router at different location, extra margin of 30 msec in RTD shall be given.

iii) **Packet Loss**: shall be measured by computing the percent packet loss of one thousand (1000) pings (with acknowledge for each previous packet received) of sixty four (64) bytes each. At any point of time during the contract period, the packet loss shall be less than 1%. In case of International Internet Bandwidth, this will be measured from BSNL gateway router to the Tier 1 ISP in USA, Europe, Asia Pacific etc. where the BSNL link will be terminated. In case of IP Port in India and International IP Transit Port, the bidder shall provide at least 3 different sites in each of these regions (in different networks) for verifying the packet loss.

iv) The maximum number of hops shall be limited up to 30 hops only for USA TA, USA TP, Europe and Singapore.

9.3 The bandwidth shall be assumed to be unavailable or down for –

i) International Bandwidth, with the occurrence of first Severely Errored Second (SES) of 10 consecutive SES.

ii) International Internet Bandwidth/ IP Port in India / International IP Transit Port, if any or a combination of the three parameters namely throughput, RTD and packet loss is not met continuously for a period of thirty minutes. Each slab of down time or unavailability of thirty minutes or part thereof observed over a period of one months shall be taken into account for calculating the credits to be recovered for service degradation.

9.4 **Planned outage (FOR CATEGORY –A only)**

9.4.1 The planned outages will be aimed only to maintain and/ or to improve the network performance and/ or to enhance and/ or to upgrade the network as a whole or any part of it.

9.4.2 The planned outage works are to be performed in only off-peak hours of the countries at each end.

9.4.3 The planned outages should not exceed twice in a month and 0.5% of total hours in any month. Any excess outage beyond 0.5% shall be included in service unavailability for the purpose of calculating Service Unavailability Credits.

9.4. 4 There shall be a prior notice of 2 weeks for any planned outage by the Supplier.

9.5 In any such case, bidder should take corrective/ preventive action for diverting the affected bandwidth through other routes without any additional financial implication.

10. Service Level Document (FOR CATEGORY –A only)

10.1 The bidder shall provide a Service Level Document (SLD) to BSNL as a part of its EOI bid as given in ***Annexure-IV***. The SLD will specify the standards for the bidder to provide the service quality and network reliability. The main components of the SLD will be quality of service parameters viz. service availability, throughput (guaranteed bandwidth), network latency and packet loss, as applicable.

10.2 The parameters as specified in this Document shall satisfy the requirements as specified in the relevant clauses of this document. The bidder shall clearly state the methods used for measuring various parameters. The details of the Customer Support contact points and procedure for registration of complaints shall also be provided by the bidder for inclusion in the SLD. The bidder shall clearly specify the details of support provided to BSNL during the relevant Purchase Order period.

10.3 Monthly report shall be provided by the Supplier to BSNL at the end of each month containing the various quality parameters to ensure that SLG is being adhered to.

10.4 The terms and conditions mentioned in this EOI shall form the genesis for SLG offered by the Supplier and no separate SLA need be signed.

10.5 The escalation procedures for fault and billing problems shall be provided in details.

11. Bidder's Obligations

For International Bandwidth/ International Internet Bandwidth

11.1 BSNL will normally require bandwidth on optical interface in case of International Bandwidth/ International Internet Bandwidth. However, the bidder will have to provide the necessary interface/ convertor such as multimode to single mode, electrical to optical etc., in case bandwidth to be delivered to BSNL is not in the format required by BSNL.

11.2 It would be the overall responsibility of the bidder to demonstrate the end-to-end working of the bandwidth capacity to BSNL.

11.3 The bidder shall make all the arrangements for testing and commissioning of end-to-end connectivity.

11.4 BSNL officials may inspect the bidder premise at local as well as remote end in USA / Canada/ Europe / Asia Pacific/ Africa/ Middle East etc. during bid evaluation/ relevant Purchase Order/ during the validity of this EOI to get the conformity on all the details submitted along with the bid. The bidder shall allow BSNL officer's to visit such installations at reasonable notices at BSNL cost.

11.5 The bidder would provide:

a) Mechanism for logging complaint related to fibre Connectivity problem at any point of time during the 24 hour period including the contact details of NOC engineers like telephone numbers, name, email, fax, address etc.

(b) Bidder shall provide monthly availability statistics. It shall be provided both with cable cut and without cable cut. Root cause must be provided for any unavailability duration.

11.6 Any scheduled maintenance activity required to be carried in the bidder network which affects BSNL's traffic should be intimated 2 weeks in advance and bidder may endeavour to do scheduled maintenance between 0200 to 0600 Hrs window of Indian standard Time (IST).

11.7 The service provider would provide mechanism to BSNL to measure and monitor the SLG as mentioned in the clauses above. However, for International Bandwidth monitoring of SLG may be optional.

11.8 Bidder shall appoint a dedicated Technical Manager for handling all queries/ complaints related to this proposal. He shall be the future single point of contact for BSNL during the period of agreement. The details of the Technical Manager shall be mentioned in the proposal.

For International Internet Bandwidth/ International IP Transit Port/ IP Port in India

11.9 In addition to the obligations mentioned above from clause 11.1 to 11.8, bidder shall have the following additional obligations:

i) The bidder shall facilitate both peering and Transit facility to Internet Traffic.

ii) The bidder shall provide configuration access in its router to BSNL officials for the ports pertaining to BSNL. Alternatively, the bidder shall configure the ports including putting access-list, rate limits, filter-list, access-group etc on outgoing/incoming traffic as per BSNL requirements as and when required.

iii) The bidder will provide IP addresses for the WAN link connecting the BSNL gateway router to the bidder's gateway router.

iv) The bidder would provide Network Time Protocol service, if required by BSNL, to enable time retrieval from the service provider routers so as to synchronize the clocks on BSNL's network equipment.

v) The bidder would be responsible for the routing of BSNL's networks in Internet.

vi) The bidder would provide the looking glass utilities to BSNL from its IP backbone. In case of International Internet Bandwidth, bidder shall provide the looking glass facility of Tier-1 ISP. Looking glass must have at least trace-route, ping and BGP commands.

vii) Mechanism for logging complaint related to fibre Connectivity problem or IP connectivity/ routing at any point of time during 24 hours period.

viii) MRTG or equivalent graphs(daily, weekly, monthly and yearly statistics). The access to be provided to BSNL also via bidder's Network Monitoring System (NMS) tools.

ix) In case of International Internet Bandwidth, utilization, latency, packet drops, availability reports from Tier-1 ISP have to be provided. Else, bidder shall have to provide the necessary solutions (both hardware and software) at BSNL gateway router location, where International Internet Bandwidth link is terminated in BSNL, so as to enable BSNL to have all the performance reports like utilization, latency, packet drops, availability reports.

x) Bidder shall provide assistance to BSNL with access lists, rate limits and other measures at its side of the link to deal with any denial of services attack happening through the bandwidth links connectivity.

12. Credits (FOR CATEGORY-A only)

12.1 Provisioning, commissioning and maintenance of International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port to be supplied by Supplier shall be supported by Service Level Guarantee.

12.2 **Provisioning and Commissioning Credits**

Any delay in delivery in commissioning of capacity due to Supplier's reason will entitle BSNL to deduct credit from payment to Supplier as per relevant order charges. The credits will be calculated based upon the number of days after the RFS date, International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port is actually made available to BSNL and capacity commissioned. The credits shall be calculated as follows:

Bandwidth on lease basis

Number of day(s) after RFS Date	**Provisioning and Commissioning Credit***
1 to 14	1.0% of non-provisioned bandwidth value as per PO value
15 to 30	3.0% of non-provisioned bandwidth value as per PO value
31 to 60	6.0% of non-provisioned bandwidth value as per PO value
Greater than 60	12.0% of non-provisioned bandwidth value as per PO value

* *The credits are not cumulative*.

Bandwidth on IRU basis

Number of day(s) after RFS Date	**Provisioning and Commissioning Credit***
1 to 14	1.0% of non-recurring (one-time) charges as per PO value
15 to 30	3.0% of non-recurring (one-time) charges as per PO value
31 to 60	6.0% of non-recurring (one-time) charges as per PO value
Greater than 60	12.0% of non-recurring (one-time) charges as per PO value

* *The credits are not cumulative*.

12.3 BSNL reserves the right to cancel the relevant Purchase Order if the bandwidth link connectivity is not extended even within four weeks after the due commissioning period unless the commissioning period is extended in writing by BSNL in which case credits deduction shall be applicable and Bank Guarantee may be encashed.

12.4 In case there is any change in any of the conditions (eligibility or technical or financial parameter), at any instant during the entire period of relevant Order, it will be the responsibility of bidder to intimate the same to BSNL immediately and in any case within four weeks.

12.5 **Service Unavailability Credits**

12.5.1 BSNL will calculate, on monthly basis, the amount of service unavailability experienced for International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port and intimate it to the Supplier.

12.5.2 For service unavailability due to any reason prorata deduction in payment will be made.

12.5.3 A month shall be deemed to begin at 12:00 A.M Indian Standard Time (IST) on the first day of calendar month and end 12:00 A.M IST on the first day of next calendar month. At the end of the month, BSNL shall calculate the total amount of time the International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port was unavailable from the time when the unavailability was reported to the supplier. Such service unavailability shall be used to determine any service unavailability credit deduction that BSNL shall be entitled to (*Service Unavailability Credit*). The Service Unavailability Credit will be percentage of the monthly charges / monthly recurring charge (MRC) for International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port as set forth in tables below and will apply to International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port for which such credit was derived, and the Service Unavailability Credit will be calculated individually for each International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port .

Protected bandwidth

Duration of Service Unavailability	Service Unavailability Credit
0-4.32 minutes	No credit
4.33 minutes - 240 minutes	5% of MRC
241-480	10% of MRC
481-960	15% of MRC
961-1,440	20% of MRC
For each subsequent 24-hour period thereafter	3% of MRC

Unprotected bandwidth

Duration of Service Unavailability	Service Unavailability Credit
0-127 minutes	No credit
128-480	2% of MRC
481-1080	5% of MRC
1081-1440	10% of MRC
Above 1441 minutes	15% of MRC

12.5.3 In case of bandwidth on IRU basis, MRC will be O&M charges.

12.5.4 The following outages shall be deemed to be excused outages for the purpose of calculating credits for unavailability for International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port:

i) Planned outage as mentioned in clause 9.4 of this Section

ii) Any outages attributable to force majeure as per clause 10 of Section-III

iii) Cable cuts for a period of 10,000 minutes for unprotected International bandwidth/ International Internet Bandwidth. This will be allowed only once for every six months period from date of commissioning of relevant International bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port. Service Unavailability Credit will be applicable for any outage due to cable-cut beyond this limit of 10,000 minutes in a six month period. The applicability of cable-cuts will be only for International bandwidth/ International Internet Bandwidth.

12.5.5 If any or a combination of the three parameters namely throughput, RTD and packet loss as mentioned in clause 9 above, is not met continuously for a period of thirty minutes. Each slab of down time or unavailability of thirty minutes or part thereof observed over a period of one month shall be taken into account for calculating the credits to be recovered for International bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port unavailability.

12.5.6 Quantum of credit assessed and levied by BSNL shall be final and not challengeable by the Supplier.

13. Fault Management and Service Support

13.1 A document covering details of fault management and support shall be submitted by the bidder as an initial compliance to this clause.

13.2 The timing of planned outages shall be decided by BSNL and the Supplier in such a manner that the bandwidth used for mission-critical applications of BSNL or BSNL's customers is protected or the interruption is minimised.

13.3 The Supplier is required to provide comprehensive service support for the entire period of relevant Order. Following support is specifically required:

i) The Supplier is required to provide support on 24 hours X 7 days basis.

ii) The Supplier should have a Network Operations Center (NOC).

iii) NOC should be manned on 24 hours X 7 days basis with competent technical staff. Shift duty staff should be able to analyse interface statistics, loop back information and error rates to help Purchaser with troubleshooting, should a problem occur. Details about service support shall be submitted alongwith the bid.

iv) BSNL shall be provided with toll free telephonic support.

v) The complete trouble ticket and escalation procedure to take care of complaints and problems in future shall be clearly described and submitted to Purchaser along with the proposal.

14. Evaluation of Financial E-Bids

14.1 BSNL shall evaluate the bids to determine whether they are complete and whether the bids are generally in order.

14.2 Goods & Service Tax (GST) will not be taken into account for the evaluation of financial bids.

14.3 In case of back-haul, evaluation will be done taking cost of back-haul into consideration, if required.

15. Payment

15.1 No payment will be made for the period of service unavailability due to reasons including cable cut/ any other fault.

15.2 In case of termination of relevant Order **(as specified under clause 7 of Section III)**, if BSNL decides to discontinue the running Order(s), the charges for the remaining term of the Order(s) will not be payable to the Supplier.

15.3 The services should be as per the Service Level Guarantee as per clause 9 of this Section. Any deficiency in service would render the Supplier liable for credits to be deducted by BSNL as per clause 12 of this Section. Refer clause 12 of Section-IV of EOI.

15. 4 Where in any month the Services are to be provided for a period less than a full month, the monthly recurring charges shall be calculated pro rata on the basis of a 30-day month accordingly.

15.5 Supplier shall render invoices in INR. BSNL shall make all the payments by means of a Electronic Fund Transfer /Advice Transfer/Telegraphic Transfer (TT)/ Account Payee cheque or Bank Draft as per the advice of the supplier and upon furnishing relevant particulars in the bills /invoices.

15.6 For bandwidth taken on lease basis, payment of the charges will be done on the quarterly basis (calendar basis) in arrears in accordance with clause 15.6.1.

15.6.1 Bills shall be submitted by the Supplier within 10 working days from the end of each quarter. BSNL will pay the bills within 60 working days from the date on which bills have been submitted, after deduction of applicable taxes at source (TDS) as per Indian laws and credits, if any. Any objection by BSNL regarding bill(s) will be raised in writing within 30(days) days of receipt of bills. However, the undisputed amount will be paid within 60 working days from the receipt of bill(s). The Supplier shall bear any other tax/ levies that may become payable by them.

15.7 For bandwidth taken on IRU basis, 30 % of the Non-recurring charges (one-time charges) will be paid on commissioning of bandwidth and rest of the non-recurring charges shall be paid after 3 months of Ready-for-Use date.

15.7.1 O&M charges payment: Each year during the term of part of the IRU bandwidth used by BSNL, BSNL shall pay to the Supplier O&M charges for that specific part of the IRU bandwidth. The bills shall be submitted by the Supplier within 10 working days from the end of each quarter.

15.8 In case of any excess payment by BSNL to the Supplier against any Order or for any other reason, the excess amount paid will be adjusted against any sum of money due and payable to the Supplier for Order(s). When no such amount is due, the amount may be adjusted from the bank guarantee(s), if the Supplier does not pay the amount due in cash on demand by BSNL.

15.9 In case of any recovery from any bank guarantee, the guarantee will have to be replenished by the Supplier within 30 days of recovery being affected.

15.10 Any withholding tax or income tax as per the Government of India orders/ rules/ regulations stipulated from time to time shall be deducted from the sum payable to Supplier before making the payment of charges.

15.11 GST, if any, due as per Govt. of India's Orders/Rules/Acts from time to time shall be paid by BSNL in addition to the prices finalized for the services subject to receipt of the invoice/ bill in conformity with rule 46 of the Goods and Service Tax, 2017 (as amended from time to time). In case of Indian operator/supplier and other operators who are residing in India or who have an office in India, Goods and Service Tax, if any, may be claimed and shown separately in the Bill/Invoice.

15.12 In case of written objection by BSNL, the Supplier and BSNL will make all reasonable efforts to settle the bill dispute promptly. The Supplier and BSNL shall exchange all necessary information and carry out any inspection of their accounts which may appear reasonably necessary, and request performance of all necessary technical tests where applicable to settle said dispute without delay. Upon settlement of a dispute, the Supplier and BSNL shall carry out, if necessary, the corresponding adjustment of their accounts. In case, objection is not sustained, BSNL will pay such bill promptly.

15.13 All expenses arising from payment of the dues to the Supplier such as bank charges/ commission, clearance fees etc. will be to the account of the Supplier.

15.14 The registered address and banking details of BSNL shall be provided to the Supplier separately.

15.15 Supplier may modify its address or banking information by sending a written notice to BSNL.

16. Verification of Eligibility Criteria Documents before issue of PO/ work order:

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

ANNEXURE – I

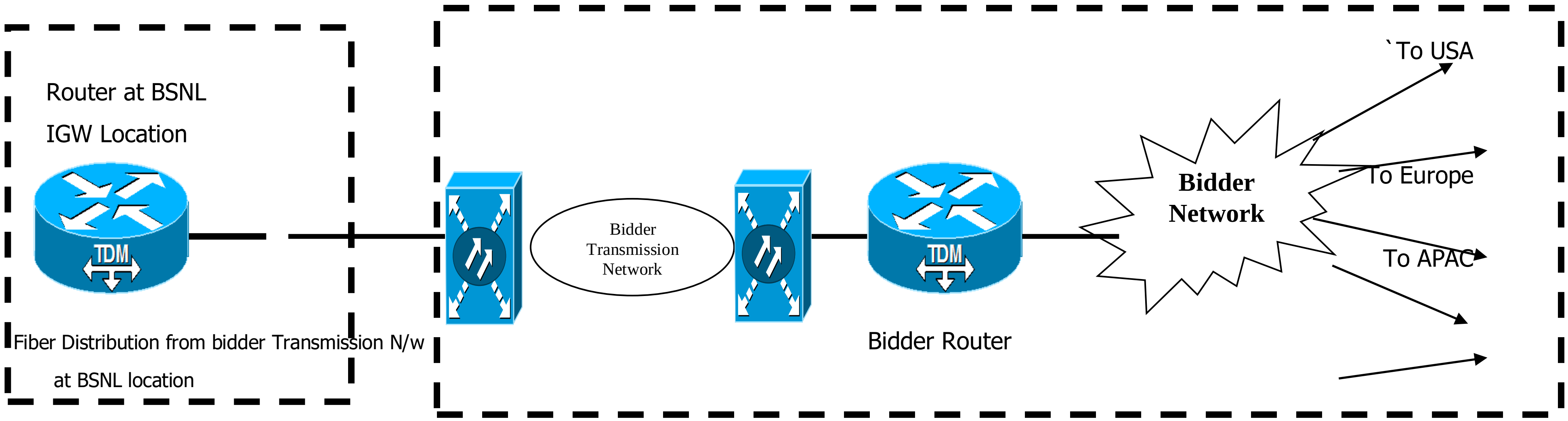
1. The Gateway routers of BSNL are currently operational at:
   - Bangalore
   - Mumbai
   - Chennai
   - Delhi
   - Kolkata
   - Agartala
   - Ernakulum (under proposal)

The Gateway routers of BSNL are under planning at Cochin, Nagpur, Noida and Chandigarh

2. International Internet Bandwidth/ IP Port in India/ International IP Transit Port/ International IP Transit Port will be terminated at above-mentioned locations
3. BSNL is planning to have more IGWs in different locations in India and therefore it may increase/decrease the gateway router locations as per its requirement.

Annexure-II

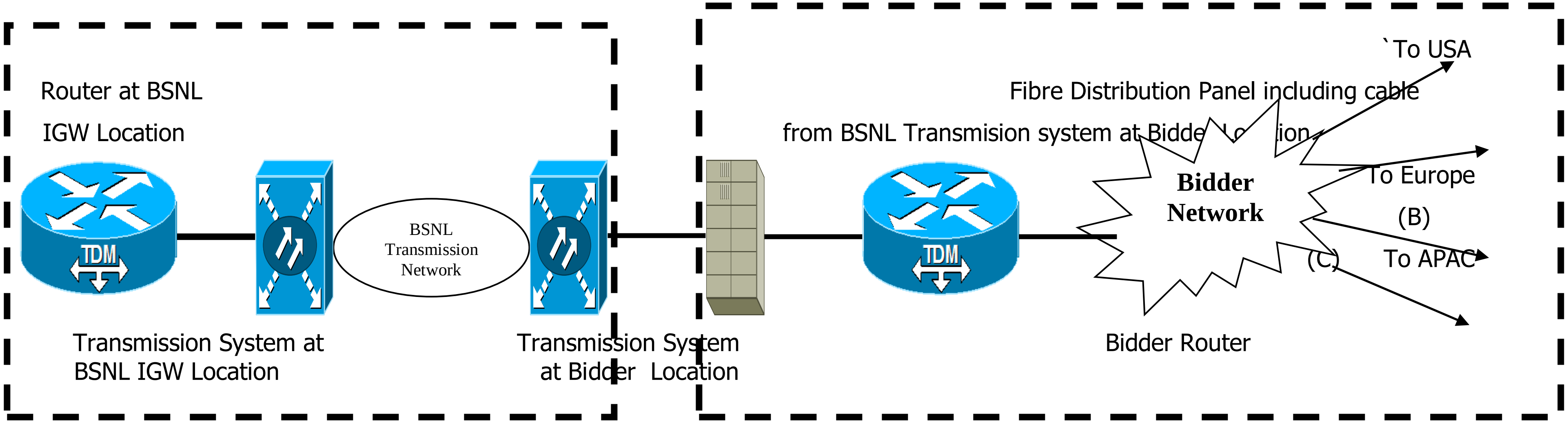
(Sample diagram)



BSNL Domain **Bidder Domain**

Sr No	Item	Detail
1	Bidder Location Address in India	
2	Router Details of Bidders	

A (i) Sample Solution Diagram for IP Port in India

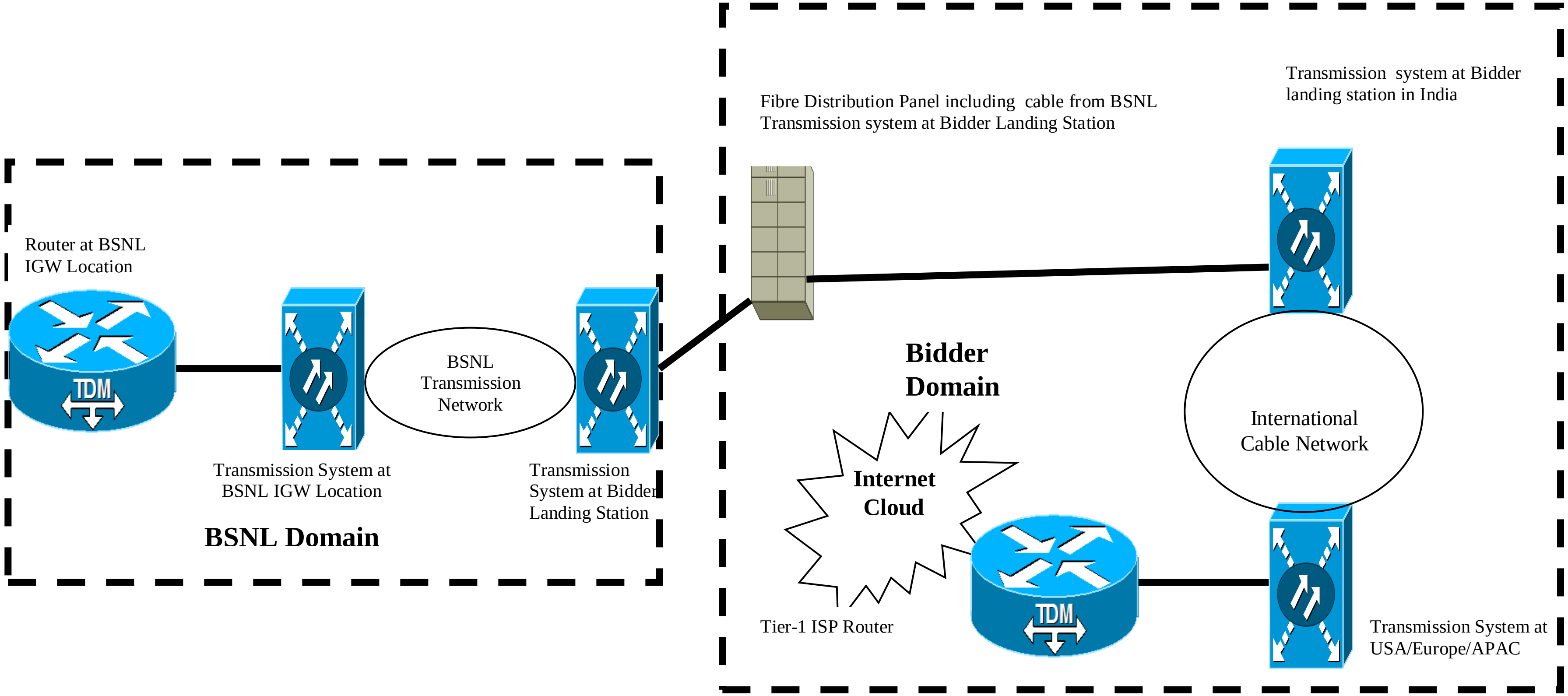


BSNL Domain

Bidder Domain

Sr No	Item	Detail
1	Bidder Location Address in India	**(a)** **(b)**
2	Router Details of Bidder	

A (ii) Sample Solution Diagram for IP Port in India



Sr No	Item	Detail
1	International Internet Bandwidth Category	
2	Landing Station Address in India	
3	Cable Route to Destination Country (e.g. USA/Europe(UK/France)/Asia Pacific (HongKong/Japan/Singapore)	
4	Landing Station in Destination Country	
5	Tier-1 ISP name and its POP location from where the solution is proposed	
6	Routers details of Tier-1 ISP	

B Sample Solution Diagram for International Internet Bandwidth

Annexure-III

i) IP Port in India

Bidder shall provide necessary details including drawings wherever required, as detailed below:	
i)	Detailed Network diagram including backend connectivity to important parts of the world like USA, UK, Singapore, Asia Pacific.
ii)	Speed of the links for the connectivity described above along with its peak utilization.
iii)	Latency and packet drop statistics for any sample circuit to other Internet backbones in USA, Europe and Asia pacific for a period of a fortnight about a month before the submission of bid and corroborating it with the network diagram described above.
iv)	The capacity of IP Ports in order of E3/DS3/STM-1/STM-4/STM-16//STM-64/nxFastEthernet/Gigabit Ethernet/10G etc. along with details of spare, leased and reserved.
v)	Future plans pertaining to Network Augmentation, diversity, if any.

ii) International Bandwidth/ International Internet Bandwidth

1.If applicable, for International Internet Bandwidth, bidder shall provide necessary details including drawings wherever required, as detailed below:	
i)	Speed of the links between major POP's in the Tier-1 ISP in USA / Europe /Asia Pacific.
ii)	Point of connectivity and the type and model of router on which BSNL's link will be terminated in USA / Europe / Asia Pacific.
iii)	Connectivity details with various NAPs/IXPs and Tier-1 and other ISPs in USA and other countries.
iv)	Latency and packet drop statistics within its IP network and also to other Internet backbones in USA, Europe and Asia pacific for a period of a fortnight about a month before the submission of bid.
v)	Detailed network diagram depicting the above.
vi)	Proposed new network topology, if planned.
vii)	Details of the proposed submarine cable systems in the link namely:
a)	Name of the cable and landing points of the involved cable.
b)	Date of commissioning of the cable systems involved.
c)	Transit points and countries.
d)	Life of the cable.
e)	The capacity of cable between India and USA / Europe / Asia Pacific in order of E3/DS3/STM-1/STM-4/STM-16/STM-64/gigabit Ethernet/10G etc. along with details of spare, leased and reserved.
f)	Diagram for entire connectivity providing the above details shall also be furnished.
2. For International Bandwidth, capability to provide bandwidth on MIU km basis with details of OFSCS, the points between which it can be provided, number of MIU which can be provided, bandwidth capacity for MIU etc.	

iii) International IP Transit Port

i)	Relevant document(s) regarding bidder having minimum 2 IP transit PoPs *or authorization to have access to such IP transit PoPs* alongwith necessary details like address etc.
ii)	Relevant document(s) regarding bidder having minimum IP transit capacity of atleast STM-64/ 10 Gbps connecting *region of Middle East or 3 x (*STM-64/10G) connecting various regions of Asia Pacific or Europe or USA.
iii)	Connectivity details with various NAPs/IXPs and Tier-1 and other ISPs in USA and other countries.
iii)	Latency and packet drop statistics within its IP network and also to other Internet backbones in USA, Europe and Asia pacific for a period of a fortnight about a month before the submission of bid.
iv)	Detailed network diagram depicting the above.
v)	Proposed new network topology, if planned.

ANNEXURE-IV

SERVICE LEVEL DOCUMENT (For Category-A Only)

Format of Service Level Document (SLD)

A

This SLD specifies the **standards** for E1/E3/DS3/STM-1/nXFast Ethernet/STM-4/Gigabit Ethernet/STM-16/STM-64/10G to (tick the categories of empanelment bidder is offering)

S.No.	Type of Bandwidth	Check Box
1.	IP Port in India	☐
2.	International Bandwidth	☐
3.	International Internet Bandwidth	☐
4.	International IP Transit Port	☐

to provide the **service quality and network reliability** based on the following parameters:

- * Throughput (guaranteed bandwidth of E1/E3/DS3/STM-1/STM-4/Gigabit Ethernet/ STM-16)/STM-64/10G)
- * Round Trip Delay
- * Packet loss
- * Service availability

These parameters will satisfy the following requirements:

A) Round Trip Delay : Average RTD for 1000 pings (with ack for each previous received packet) of 64 bytes.

i) For International Bandwidth/International Internet Bandwidth, this will be measured from BSNL gateway router / CLS (or PoP) to Tier-1 ISP/ CLS (or PoP) in USA/Europe/APAC/Canada/ Middle East/ Africa, where BSNL OFC link will be terminated.

ii) For IP Port in India/International IP Transit Port at Major IP Transit hubs in the world , different sites (IP Addresses/URL) in each of region (USA, Europe (UK), APAC – HongKong, Singapore) for verifying the latency figures are given below:

For USA
(i) ________________________________
(ii) ________________________________
(iii) ________________________________
(iv) ________________________________

For Europe (UK)
(i) ______________________
(ii) ______________________

For Europe (France)
(i) ________________________
(ii) ________________________

(iii) ______________________ (iii)________________________
(iv) ______________________ (iv)__________________________

For APAC – HongKong
(i) ______________________
(ii) ______________________
(iii) ______________________
(iv) ______________________

For APAC - Japan
(i) __________________________
(ii)__________________________
(iii)__________________________
(iv)__________________________

For APAC- Singapore
(i) ________________________________
(ii) ________________________________
(iii) ________________________________
(iv) ________________________________

The service would be assumed to be unavailable if RTD is not met continuously as per specification for a period of 30 minutes. If RTD varies intermittently for period less than 30 minutes between acceptable to unacceptable limits and if such behaviour is observed continuously for one hour then service will be considered to be unavailable for one hour. Each slab of unavailability of thirty minutes or part thereof observed over a period of six months shall be taken into account for calculating the Service Credits for service degradation.

(B) Packet loss: Average packet loss for 1000 pings (with ack for previous received packet) of 64 bytes should be max 1%. **(Any time during contract period).**

i) **For International Internet Bandwidth :** This will be measured from BSNL gateway router to Tier-1 ISP in USA/Europe/APAC where BSNL OFC link will be terminated.
ii) **For IP Port:** The different sites in each of region as given in RTD clause (above) may be used for verifying the latency figures.

The service would be assumed to be unavailable packet loss is not met continuously as per specification for a period of 30 minutes. If packet loss varies intermittently for period less than 30 minutes between acceptable to unacceptable limits and if such behaviour is observed continuously for one hour then service will be considered to be unavailable for one hour. Each slab of unavailability of thirty minutes or part thereof observed over a period of six months shall be taken into account for calculating the liquidated damages for service degradation.

(C) Throughput: 1:1 uncontended bandwidth with guaranteed throughput of E1/ E3/DS3/STM-1/nXFast Ethernet/STM-4/Gigabit Ethernet/STM-16/ STM-64 /10G , Full Duplex traffic per link (measured at physical layer) on 24 X 7 basis.

(D) Service availability:

i) **For unprotected International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port**

The bidder shall guarantee that the Service will be available for 99.7% or better with appropriate margin for cable-cut as defined in EOI document, of time averaged over a period of one month with reference to each of the parameters namely Throughput, Round Trip Delay & Packet Loss under all conditions. Non-conformance to the limits of any of the parameters shall be counted towards

	Service Unavailability. If the RTD or packet loss varies intermittently for periods less than 30 minutes between acceptable to unacceptable and if such behaviour is observed continuously for one hour then the service would be considered to be unavailable for one hour. **ii) For protected International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port** The bidder shall guarantee that the Service will be available for 99.99% or better, of time averaged over a period of one month with reference to each of the parameters namely Throughput, Round Trip Delay & Packet Loss under all conditions. Non-conformance to the limits of any of the parameters shall be counted towards Service Unavailability. If the RTD or packet loss varies intermittently for periods less than 30 minutes between acceptable to unacceptable and if such behaviour is observed continuously for one hour then the service would be considered to be unavailable for one hour.
	If Throughput/RTD/Packet Loss varies intermittently for periods less that 30 minutes between acceptable and unacceptable and if such behaviour is observed continuously for one hour then the service would be considered unavailable for one hour.
B	**The following methods will be used for measuring various parameters.**
	(i) Round Trip Delay:
	Tools used:
	How the tool will measure it:
	Method of Access by BSNL:
	(ii) Packet Loss:
	Tools used:
	How the tool will measure it:
	Method of Access by BSNL:
	(iii) Throughput:
	Tools used:
	How the tool will measure it:
	Method of Access by BSNL:
	(iv) Service Availability:
	Tools used:
	How the tool will measure it:
	Method of Access by BSNL:
C	The details of **customer support contact points** are as follows:
D	The details of **procedure for registration of complaints** are as follows: (Trouble Ticketing Procedure and Escalation Matrix)

E	As per the applicability, bidder has to provide the obligations as given below: We will be obliged to provide the following services and support provided to BSNL during the agreement period as specified below:
	1 We will facilitate both peering and transit of Internet Traffic
	2. We shall provide configuration access for ports pertaining to BSNL. And we shall also facilitate in configuring the ports including putting access-list, rate-limits, filters etc on outgoing/incoming traffic as per BSNL's requirementas and when required.
	3 We shall provide the necessary interface/ convertor such as multimode to single mode, electrical to optical etc. in case bandwidth to be delivered to BSNL is not in the format required by BSNL. It would be our responsibility to demonstrate end to end working of bandwidth to BSNL.
	4. We shall arrange for testing and commissioning of end to end connectivity.
	5. We will **provide IP addresses** for the WAN link of BSNL gateway router.
	6. We will **provide Network Time Protocol service**, if required by BSNL, to enable time retrieval from the service provider routers so as to synchronize the clocks on BSNL's network equipment.
	7. We will be responsible for the **routing of BSNL's networks in Internet** including **updation of routing registry database**.
	8. We will provide the **looking glass utilities (including traceroute, ping and BGP commands) to BSNL** from its IP backbone.
	9. We will provide:
	Mechanism for logging complaint at any point of time during the 24 hour period including the **contact details of NOC engineers like telephone numbers, name, e-mail, fax , address etc**. is given below. We will inform BSNL both over email and telephone for any help required for trouble-shooting and for confirmation before closure of fault-ticket.
	MRTG or equivalent graphs (daily, weekly, monthly and yearly statistics) including provide access to MRTG or equivalent graphs via their NMS tools
	Weekly statistical /traffic reports containing: **Peak hour packet drop statistics at its side of the network** **Latency Statistics**
	10. Any scheduled maintenance activity required to be carried in our network which affects BSNL's traffic will be intimated 2 weeks in advance and we will endeavour to do scheduled maintenance between 0200 to 0600 Hrs window of Indian Standard Time (IST).
	11. Details of our dedicated Technical Manager for handling all queries/complaints related to this contract are given below. He will be the future single point of contact for BSNL during the period of contract.
	12. We will provide a monthly report to BSNL at the end of each month containing packet drop statistics, bandwidth utilization, latency and downtime etc figures for the month.
	13. We will provide monthly report to BSNL at the end of each month containing various quality parameters to ensure that SLG is being adhered to.

ANNEXURE-V (A)

PROFORMA FOR EMPANELLMENT GUARANTEE FOR CATEGORY- A/B

To

Bharat Sanchar Nigam Limited

In consideration of the Bharat Sanchar Nigam Limited (BSNL) having empanelled M/s_______________________________________ (hereinafter called 'BIDDER') for Voice, data and Internet Service offered by BSNL for Provisioning, Commissioning and Maintenance of International Bandwidth, International Internet Bandwidth , IP Port in India and International IP transit Port on fiber on need basis (hereinafter called 'the service') to BSNL subscribers (Category-A)/ Global Managed Network Services (GMNS) for establishment of MPLS NNI with BSNL (Category-B) on the terms and condition indicated in the Expression of Interest No: BSNLCO-ILD/11(11)/1/2020-ILD dtd 24-05-2022 and any subsequent clarification(s) (hereinafter called 'EOI'), which inter-alia provides for production of a Empanelment Guarantee to the extent of Rs 10,00,000/- (in words RUPEE TEN LAC ONLY) or equivalent by way of security for the due observance and performance of the terms and condition of the said EOI. We ____________________(indicate the name and address and other particulars of the Bank) (hereinafter referred to 'the Bank') at the request of BIDDER hereby irrevocably and unconditionally guarantee to BSNL that BIDDER shall render all necessary and efficient services which may be required to be rendered by BIDDER in connection with and /or for the performance of the said BIDDER and further guarantees that the service which shall be provided by BIDDER under the said EOI, shall be actually performed in accordance with terms and condition of BIDDER to the satisfaction of the BSNL.

2. We, the bank, hereby undertake to pay BSNL an amount not exceeding Rs 10,00,000/- (in words RUPEE TEN LAC ONLY) or equivalent under this guarantee without any demure, merely on a demand from the BSNL against failure of the BIDDER to secure due and faithful performance of all his/their obligation under the said EOI including active participation by the BIDDER during the entire period of empanelment; or the BIDDER withdrew his bid during the period of empanelment; or the BIDDER, having been notified of the acceptance of his quote during the period of Empanelment, failed or refused to execute the contract; or failed or refused to furnish the performance bank guarantee as specified in EOI.

3. We, the bank, hereby agree that the decision of BSNL as to whether BIDDER has failed to or neglected to perform or discharge his duties and obligation as aforesaid and/or whether the service is free from the deficiencies and defects and is in accordance with or not of the terms and condition of the said EOI and as to the amount payable to the BSNL by the bank hereunder shall be final and binding on the bank.

4. WE, THE BANK DO HEREBY DECLARE AND AGREE that;

a) The guarantee herein contained shall remain in full force and effect for a period of three and half year from the date hereof and that it shall continue to be enforceable till all the dues of BSNL and by virtue of the said EOI have been fully paid and its claim satisfy or discharge or till BSNL satisfy that the terms and condition of the said EOI have been fully and properly carried by the said BIDDER and accordingly discharge this guarantee.

b) The BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and condition of said EOI or to extended time of performance of any obligations by the said BIDDER from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said BIDDER and to forbear or to enforce any of the terms and condition relating to the said EOI and we shall not be relieved from our liability by reason of any variation or extension being granted to the said BIDDER or forbearance act or omission on part of BSNL or any indulgence by the BSNL to the said BIDDER or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

c) Any claim which we have against BIDDER shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of the BSNL exercise any legal write or remedy of any kind in respect of any such payment or performance so long as the obligation of us hereunder remains owing and outstanding.

d) This guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by BIDDER

5. We the BANK undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing. In case BSNL demands for any money under this bank guarantee, the same shall be paid through Electronic Fund Transfer/banker's Cheque in favour of "AO (Cash) BSNL CO" payable at New Delhi.

6. Notwithstanding anything contained above, our liability, under the guarantee shall be restricted to Rs 10,00,000/- (Rupees Ten Lakhs only) or equivalent and our guarantee shall remain in force until ………………year from the date hereof. Unless a demand or claim under this guarantee is made on us in writing within this date i.e. all your rights under the guarantee shall be forfeited and we shall be released and discharged from all the liabilities hereunder.

Dated _______________ day _____________________ for ________________________
(Name of the Bank)
Witness:
1……………………
……………………
…………………..
2…………………..
…………………..
…………………..

ANNEXURE – V (B)

PROFORMA FOR PERFORMANCE BANK GUARANTEE FOR CATEGORY- A/B

To

Bharat Sanchar Nigam Limited

In consideration of the Bharat Sanchar Nigam Limited (BSNL) having empanelled M/s____ (hereinafter called 'BIDDER') for Voice, data and Internet Service offered by BSNL for Provisioning, Commissioning and Maintenance of International Bandwidth, International Internet Bandwidth , IP Port in India and International IP transit Port on fiber on need basis (hereinafter called 'the service') to BSNL subscribers (Cetegory-A/ Global Managed Network Services (GMNS) for establishment of MPLS NNI with BSNL(Category-B), on the terms and condition indicated in the Expression of Interest No: BSNLCO-ILD/11(11)/1/2020-ILD dtd 24-05-2022 and any subsequent clarification(s) (hereinafter called 'EOI'), which inter-alia provides for production of a Performance Security to the extent of 3% of PO value for the service (i.e. Rupees ______________________)by way of security for the due observance and performance of the terms and condition of the said EOI upon signing of an agreement for providing said services (hereinafter called 'the Agreement'). We ______________________ (indicate the name and address and other particulars of the Bank) (hereinafter referred to 'the Bank') at the request of BIDDER hereby irrevocably and unconditionally guarantee to BSNL that BIDDER shall render all necessary and efficient services which may be required to be rendered by BIDDER in connection with and /or for the performance of the said BIDDER and further guarantees that the service which shall be provided by BIDDER under the said EOI, shall be actually performed in accordance with terms and condition of BIDDER to the satisfaction of the BSNL.

2. We, the bank, hereby undertake to pay BSNL an amount not exceeding Rs 3% of PO value (i.e. Rupees _________________) against breach of any terms and conditions of EOI/Agreement; or any loss or damage caused to or suffered or would be caused to or suffered by BSNL by reason of any breach by the said BIDDER of any terms and condition contained in the said EOI/Agreement; or failure of the bidder to extend the validity of this guarantee or to give a fresh guarantee in lieu of existing one; or failure of bidder to roll out the services as per the agreed schedule & parameters in EOI/Agreement; or failure of bidder to comply with the content related laws including IPR/copy rights on the part of the bidder.

3. We, the bank, hereby agree that the decision of BSNL as to whether BIDDER has failed to or neglected to perform or discharge his duties and obligations as aforesaid and/or whether the service is free from the deficiencies and defects and is in accordance with or not of the terms and condition of the said EOI/Agreement and as to the amount payable to the BSNL by the bank hereunder shall be final and binding on the bank.

4. WE, THE BANK DO HEREBY DECLARE AND AGREE that;

a) The guarantee herein contained shall remain in full force and effect for a period of three and half year from the date hereof and that it shall continue to be enforceable till all the dues of BSNL and by virtue of the said EOI/Agreement have been fully paid and its claim satisfy or discharge or till BSNL satisfy that the terms and condition of the said EOI/Agreement have been fully and properly carried by the said BIDDER and accordingly discharge this guarantee.

b) The BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and condition of said EOI/Agreement or to extended time of performance of any obligations by the said BIDDER from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said BIDDER and to forbear or to enforce any of the terms and condition relating to the said EOI and we shall not be relieved from our liability by reason of any variation or extension being granted to the said BIDDER or forbearance act or omission on part of BSNL or any indulgence by the BSNL to the said BIDDER or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

c) Any claim which we have against BIDDER shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of the BSNL exercise any legal write or remedy of any kind in respect of any such payment or performance so long as the obligation of us hereunder remains owing and outstanding.

d) This guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by BIDDER.

5. We the BANK undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing. In case BSNL demands for any money under this bank guarantee, the same shall be paid through Electronic Fund Transfer/banker's Cheque in favour of "AO (Cash) BSNL CO" payable at New Delhi.

6. Notwithstanding anything contained above, our liability, under the guarantee shall be restricted to Rs 3% of PO value (i.e. Rupees ___________________) and our guarantee shall remain in force until ………………year from the date hereof. Unless a demand or claim under this guarantee is made on us in writing within this date i.e. all your rights under the guarantee shall be forfeited and we shall be released and discharged from all the liabilities hereunder.

Dated _______________ day _____________________ for ________________________

(Name of the Bank)
Witness:
1……………………
……………………
…………………..
2…………………..
…………………..
…………………..

Annexure –VI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach MM Cell, BSNL CO before date of bid opening)

To,

General Manager.
MM Cell, 2nd Floor
Bharat Sanchar Nigam Limited,
(Corporate Office),
2nd Floor, Bharat Sanchar Bhawan,
Janpath, New Delhi - 110 001

Subject :- Authorisation for attending bid opening on ___________(date) in the EOI 2022 of empanelment of eligible bidders for provisioning, commissioning and maintenance of international bandwidth on OFSCS for ILD voice and data services of BSNL with IP Port termination at Tier-I ISP, International IP Transit Port and IP Port in India with connectivity on OFSCS.

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

Order of Preference Name   Specimen Signatures

I.

II.

Alternate Representative

Signatures of bidder

Or

Officer authorized to sign the EOI bid document on behalf of the bidder.

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

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

ANNEXURE-VII

NETWORK to NETWORK INTERCONNECT

AGREEMENT

Between

and

BHARAT SANCHAR NIGAM LIMITED

for

Global Managed Network Services

CLAUSES

1. Definitions
2. Scope
3. License
4. Parties' Obligations
5. Service Charges
6. Service Ordering
7. Service Termination
8. Billing
9. Payment
10. Customer Management
11. Sales and Marketing
12. Training
13. Taxes and Third Party Charges
14. Term and Termination
15. Assignment
16. Warranty and Representation
17. Intellectual Property
18. Exclusion of Warranties
19. Confidentiality
20. Force Majeure
21. Notices
22. Construction of the Agreement
23. Relationship of the Parties
24. Limitation of Liability
25. Indemnity
26. Arbitration
27. Governing Law and Jurisdiction

ANNEXES

Schedule 1	Technical Specification of Network Interconnection
Schedule 2	Service Schedule
Schedule 3	Service Operation Manual for Operation of IP-VPN service

THIS AGREEMENT is made on the __________

BETWEEN

A. **Bharat Sanchar Nigam Limited** a company registered under Companies Act 1956; having its Registered Office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi – 110 001(herein after called BSNL which expression shall, unless repugnant to the context, includes its successors in business, administrators and assigns)

And

B. **______________________**, a company duly incorporated in and existing under the laws of _______ and having its registered office at ___________ (hereinafter called _________, which expression shall, unless repugnant to the context, includes its successors in business, administrators and assigns)

(BSNL and _____________ both hereinafter individually referred to as a "Party" and collectively the "Parties")

WHEREAS

A. BSNL is a major Telecom Service Provider licensed to provide all types of Telecom Services (Basic, Cellular, Internet, Long Distance etc.) throughout India.

B. ____________ is properly authorized and licensed in _____ (under a ___________ license issued by the ______________") to provide services.

C. The Parties agree to interconnect their respective telecommunications networks to provide and supply the global MNS Services under this Agreement to BSNL on the following terms and conditions in this Agreement.

NOW THE PARTIES HEREBY AGREE AS FOLLOWS: -

1. DEFINITIONS

1.1 In this Agreement, the following expressions shall have the meanings set out opposite them respectively as follows:

"Customer Premises Equipment (CPE)"	means any equipment installed by a Party at the termination point and used by the Customer to access the Services.
"Customers"	means any person or company who requests in writing to BSNL to provide Services and such request is accepted.
"Charges"	means fees for Services listed in Schedule as charged by ________.

"IPVPN"	means Virtual Private Network under Internet Protocol.
"Month"	means any calendar month and months.
"Service Operation Manual"	means the document that sets out the procedures for commissioning, operations, ordering installation, provisioning and restoration of or relating to Services.
"Point of Presence (POP)"	means a physical location where an inter-exchange carrier installed equipment interconnects with a local exchange carrier ("LEC").
"Services"	means services relating to the international telecommunications services as offered by the Parties under this Agreement and as more specifically set out in detail in Schedule 2.
"Systems"	means any telecommunications system operated by a Party under a license granted by the relevant governmental or other regulatory authority.
"US Dollars"	means the legal currency of the United States of America.
"Working Day"	means any day from Monday to Friday other than Saturdays, Sundays and gazetted public holidays in _________ and India.

1.2 Words indicating the singular include the plural and vice-versa where the context requires.

1.3 Words indicating any one gender only may mean the masculine, feminine or neutral gender as the context requires.

1.4 The headings of the Clauses are for convenience only and do not define, limit, describe or constitute the contents of such provisions nor in any way affect the construction or interpretation of this Agreement or any part hereof.

1.5 References to Clauses and Schedules shall mean the clauses of and schedules attached to this Agreement.

1.6 References to "hereof", "herein", "hereunder" and "hereto" shall mean the same in the context of and with reference to this Agreement.

2. SCOPE

2.1 This Agreement and its attachments set forth the terms and conditions by which ___________ agrees to establish a non-exclusive arrangement to provide to BSNL the GMNS services for the purpose of interconnection and extending their MPLS and VPN networks so that BSNL is able to offer to its own customers having global requirements. As per the BSNL's customer requirements __________must provide CPE, back haul, last mile and do its management and firewalling in nodes in other countries. ________must support layer 2 and layer 3 IP VPN.

2.2 The technical specifications for interconnection of the Parties' networks are set forth in Schedule 1 (the "Technical Specifications"). The Services and its service levels are described in Schedule 2 ("Service Description")

3. LICENSE

3.1 Each Party to obtain and maintain any relevant licenses issued by the Governmental Authority to provide the Services.

4. PARTIES' OBLIGATIONS

The _________________:

4.1 shall be responsible on its own expenses relating to network interconnection in India at __________ and ________ or any other mutually agreed in writing interconnection point(s).

4.2 shall make its respective portion of Services available to the BSNL and its customers ;

4.3 BSNL shall pay to the ____________ for the relevant portion of Services used by BSNL or its
Customers in accordance with the pricing scheme decided on case to case basis at a later date. BSNL may call financial bids from empanelled bidders under Category-B (IV) against the EOI no.:- BSNLCO-ILD/11(11)/1/2020-ILD dated 24-05-2022.

4.4 shall agree the network parameters, testing procedures, and arrangement for implementing the Services to be documented in a separate technical reference document ("Service Operation Manual");

4.5 shall be responsible for and shall ensure their respective System is operated and managed at each Party's own expense in India and abroad so that Services to customers of BSNL may run smoothly;

4.6 shall agree that the Services to be provided to the BSNL under this Agreement shall be provided on a non-exclusive basis;

4.7 may from time to time by agreement in writing amend the Services under this Agreement;

4.8 shall grant each other the right to market and sell the Services under the relevant

Party's own brand name or co-branding in the event of joint marketing is conducted subject to prior mutual written agreement;

4.9 shall make all reasonable endeavors to resume the normal operation of the Services with the least practicable delay in the event of interruption to the Services;

4.10 shall exchange and keep updated, contact lists of personnel appropriate to aspects of the running of the Services and information regarding the quality of Services; and

4.11 shall upon its best effort procure service from any of subsidiaries, affiliates, associated or holding companies to use their best efforts so that _______may provide the Service under this Agreement.

4.12 Notwithstanding anything contained in the agreement, the _______and its affiliate etc. shall be responsible for the due performance of the Agreement inter-alia all the responsibilities.

5. SERVICE CHARGES

5.1 Both Parties shall charge each other the charges in INR for the relevant portion of services used by their respective Customers in accordance with Schedule to be provided as addendum to this agreement as defined in clause 4.3.

5.2 Further to the Charges, additional discounts may be applied on a case-by-case basis as agreed in writing by the Parties if a Customer is considered by both Parties to be strategically important.

5.3 The Parties may in good faith amend the Charges in writing from time to time by mutual agreement. A Party shall notify in writing the other Party of any increase or decrease of the Charges fourteen (14) calendar days in advance. Increases in the Charges shall not be retroactively applied and shall not apply to an existing Customer.

5.4 The BSNL shall have the right at its sole discretion to determine the end-user price for its respective Customers.

6. SERVICE ORDERING

6.1 The term for each Order shall commence on the date stated in the providing Party's electronic notification or through Facsimile, Registered post or courier that the Service is available for use by the other Party. Subject to the conditions set forth in Clause 6.2 below, the term for each Order shall continue for such initial length of time as specified in the Order and shall automatically renew month by month thereafter on the same terms unless either Party provides thirty (30) days prior written notice of termination or unless the Order provides otherwise. The procedures for Order implementation are set forth in Service Operations Manual, which is included as Schedule 3 and will be finalized and agreed to by the Parties as soon as possible after the signing of this Agreement. Orders shall at a minimum include a description of the Services to be provided, location, term and the corresponding fees. Orders are incorporated herein by this reference and are governed by the terms of this Agreement. All Services to be provided hereunder are subject to availability.

6.2 Notwithstanding the foregoing, where any Order requires a Party to obtain third party services ("Off-Net Services"), including, without limitation, local access, the Order as to the Off-Net Services shall be subject to the minimum term and termination notice requirements of the third party supplier order and such other terms and conditions as may be imposed thereby. The providing Party shall provide the BSNL with prior written notice of the terms of the third party supplier for any Off-Net Services and the ordering Party may elect to withdraw that part of the Order that pertains to the Off-Net Services. The ordering Party must give written consent to the third party supply terms prior to the providing Party submitting an order to the third party supplier.

7. SERVICE TERMINATION

7.1 In the event a BSNL terminates any Order prior to the expiration of the term of such Order other than for material breach by the providing Party, then the BSNL shall pay to the providing Party: (i) any pass-through charges assessed against the providing Party for any Off-Net Services ordered to support the terminated Order; (ii) for any services provided directly by the providing Party ("On-Net Services), (x) all amounts due for Services provided under the order as of the termination date and (y) an amount equal to fifty percent (50%) of the value of terminated Order over the remainder of the committed term. Any charges assessed under this Clause 7 shall be due within thirty (30) days of the date of the providing Party's invoice

8. BILLING

8.1 Within 60 calendar days of each Month (and as soon as possible following any termination of Service or Agreement) BSNL will use its best endeavors to invoice the other Party for the Charges incurred in that Month or the unbilled period prior to any termination of Service or Agreement, as the case may be.

8.2 BSNL will pay the Charges as indicated in the invoice issued by the other Party within 60 calendar days after the date of the issuance of such invoice ("Due Date"). The Charges shall be paid into the other Party's bank account. If a Party has any bona fide and good faith dispute in relation to the Charges stated in the other Party's invoice, such a Party may withhold payment of the disputed amount provided that it provides written notification to the other Party prior to the Due Date setting out the reasons why it disputes the other Party's invoice and the amount in dispute. The Parties shall in good faith resolve such disputes and in the event any disputes cannot be resolved by the Parties, either Party may refer such dispute to be resolved under Clause 26 of this Agreement.

8.3 Contact Points of Billing

The Invoice address of BSNL shall be provided at the time of signing of agreement for the Enterprise customer.

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9. PAYMENT

9.1 Bills shall be submitted by the Supplier within 10 working days from the end of each quarter. BSNL will pay the bills within 60 working days from the date on which bills have been submitted, after deduction of applicable taxes at source (TDS) as per Indian laws and credits, if any. Any objection by BSNL regarding bill(s) will be raised in writing within 30(days) days of receipt of bills. However, the undisputed amount will be paid within 60 working days from the receipt of bill(s). The Supplier shall bear any other tax/ levies that may become payable by them.

10. CUSTOMER MANAGEMENT

10.1 BSNL shall have the right to sell the Services to its Customers under its own product name and upon their own terms and conditions.

10.2 BSNL may independently make quotes to and sign contracts with their respective Customers relating to the Services.

10.3 ___________ shall ensure that no information pertaining to any current Customers of BSNL will be used for any purpose other than to fulfill its obligations under this Agreement and that such information shall not be passed to any sales staff of _______________or any of its agents or resellers.

10.4 The service provisioning procedure may involve the following subject to mutual agreement in writing:-

a. Enquiry
b. Reservation of resources (if any)
c. Order
d. Provisioning
e. Service commissioning & acceptance

10.5 BSNL may provide the information regarding the Customer as may be necessary for (party name) ____to conduct feasibility studies of local line connection to the sites of the Customer in their respective territories.

11. SALES AND MARKETING

11.1 Unless otherwise agreed, BSNL shall be responsible for all sales and marketing of the Service at their own cost.

11.2 BSNL confirms that other's brand name can only be used in any of their individual marketing, product offerings, materials and any other purpose with the prior written consent from the Party _______.

12. TRAINING

12.1 The Parties shall provide necessary Services training to their respective employees and/or contractors at their own cost. The content of such training shall be agreed between the Parties.

13. TAXES AND THIRD PARTY CHARGES

13.1 GST along with applicable levies & charges is leviable and payable by each party. Each party shall raise invoice/ bill in conformity with rule 46 of the Goods and Service Tax, 2017 (as amended from time to time).

13.2Each party obtaining services hereunder also agrees to pay all other duties/taxes/tariffs to be levied by the Local/State Govt and third party charges applicable to the Services purchased by it hereunder. All levies & charges shall be itemized on the invoice/bill.

13.3 Deduction of Tax at source (TDS) would be applicable as per relevant provision of Income Tax Act, 1961.

13.4 The other party will report all the GST compliant Invoices issued to BSNL in GSTR1 return on or before due dates.

13.5 The other party will discharge GST liabilities for the invoices raised by filing GSTR-3B on or before due dates.

13.6 Credit Notes/Debit Notes shall be raised by the other party to BSNL within the time limit specified under GST law.

13.7 For release of GST component by BSNL to other party, the invoice should be visible in GSTR 2A/2B and GSTR 3B return filing status for the invoice should be "yes" in GSTR2A.

13.8 GST TDS as applicable under GST Act, shall be deducted from the payments to be paid to other party by BSNL.

At the time of finalising/signing of the agreement the term " other party" in above mentioned clauses should be replaced by full name of the successful bidder.

14. Suspension, Revocation or Termination

14.1The BSNL may, without prejudice to any other remedy for breach of Purchase Order/ contract/ empanelment terms and conditions, by written notice of default, sent to the Supplier suspend/ revoke/ terminate the Purchase Order/ contract in whole or in part:

i) if the Supplier fails to provision, commission and maintain a part or whole of the International Bandwidth/ International Internet Bandwidth/ IP Port in India/

International IP Transit Port within the time period (s) specified in the Purchase Order or any extension thereof granted by BSNL;

ii) Continuous non-adherence to Service Level Guarantee (SLG), excluding force majeure period, for consecutive period of 3 months by Supplier to the extent that maximum applicable credits as calculated by BSNL are reached for a month, if applicable;

if the Supplier fails to perform any other obligation(s) under the contract.

In any of the above three circumstances i.e. (i), (ii) and (iii) above, action under this clause will be taken, if the Supplier does not remedy his failure within a period of 30 days after communication of the default notice from BSNL

14.2 In the event BSNL suspends or terminates the contract in whole or in part, due to reason of Supplier, pursuant to para 14.1 above, BSNL may hire on lease, upon such terms and in such manner as it deems appropriate, International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port similar to those undelivered and the Supplier shall be liable to BSNL for any excess cost for such similar International Bandwidth/ International Internet Bandwidth/ IP Port in India/ International IP Transit Port. However the Supplier shall continue the performance of the contract to the extent not terminated.

15. ASSIGNMENT

15.1 The supplier will not sub-contract the work assigned to him to any other party, without prior written permission of BSNL and supplier shall be responsible for completion of the work and liable for performance and adherence to the terms and conditions of the Agreement.

16. WARRANTY AND REPRESENTATION

16.1 Each Party warrants it has all rights necessary to carry out its obligations under this Agreement; and

16.2 Each Party represents that it will be able to provide the one stop shopping and other activities described in the Service Operation Manual

17. INTELLECTUAL PROPERTY

17.1 Except as otherwise expressly provided herein, nothing contained in this Agreement or any Order shall be construed as conferring by implication, estoppel, or otherwise any license or right under any patent, trade name, copyright or other intellectual property of either Party. To the extent that a Party requires the use of any intellectual property of the other Party for purposes of providing the Services contemplated hereunder, the Party receiving the use of such intellectual property shall execute, at the providing Party's request, reasonable agreements regarding its use thereof.

18. EXCLUSION OF WARRANTIES

18.1 EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, REPRESENTATIONS, OR AGREEMENTS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19. CONFIDENTIALITY

19.1 "Confidential Information" means, with respect to other party or BSNL, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the present or potential business, operation or financial condition of or relating to the disclosing Party (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, and any information which might reasonably be presumed to be proprietary or confidential in nature excluding any such information which:

i) is known to the public (through no act or omission of the receiving Party in violation of contract);

ii) is lawfully acquired by the receiving Party from an independent source having no obligation to maintain the confidentiality of such information;

iii) the receiving Party can demonstrate was known to the receiving Party prior to its disclosure under contract;

iv) the receiving Party can demonstrate was independently developed by the receiving Party; or required to be disclosed by governmental or judicial order, in which case the Party so required shall give the other Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the other Party seek a protective order or other appropriate remedy.

The effectiveness of this Clause 19 shall survive for two (2) years following the termination of this Agreement.

20. Force Majeure

20.1 If, at any time, during the continuance of relevant Order, the performance in whole or in part by or of any obligation under the relevant Order is prevented or delayed by either party 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 party affected by such eventuality, shall give notice to the other party as early as possible but not later than 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the relevant Order nor shall either party have any claim for damages against other party in respect of such non-performance or delay in performance, and deliveries under the relevant Order shall be resumed as soon as practicable after such an event come to an end or cease to exist. The decision of BSNL 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 relevant Order is prevented or delayed by reasons of any such event for a period exceeding 60 days, parties may jointly decide the course of action (including full/ partial termination of relevant Purchase Order) to be taken.

21. NOTICES

21.1 Unless otherwise agreed, all notices, demands, requests and other communications made (collectively "Notices") shall be in writing and in the English language. Notices shall be sent or delivered to the respective addresses set forth below or such other address as the intended recipient shall notify the sender in writing:

To BSNL:

Attention: ________________________

Fax No.:

To _____________

____
Attention: ___________________
Fax No.: _____________________

21.2 Notices shall be deemed received in the case of:

- hand delivery, on the day of delivery;
- prepaid post, within seven (7) Calendar Days of such posting;
- registered mail or courier, upon written acknowledgement of receipt; and
- Facsimile, upon the day after successful transmission.

22. CONSTRUCTION OF THE AGREEMENT

22.1 The Schedules shall be deemed to form part of this Agreement, relied upon and shall be construed to be a basis on which the Parties entered into this Agreement.

22.2 The Parties agree that in the event of any conflict or inconsistency between the terms of the following documents, then the prevailing terms shall be those contained in the documents in the following order of priority:

- this Agreement; and
- EOI no. BSNLCO-ILD/11(11)/1/2020-ILD dated 24-05-2022 for empanelment

22.3 Unless otherwise expressly provided herein or in the Schedules, this Agreement shall supersede all previous understandings, correspondence and agreements (whether oral or written) and this Agreement (as may be amended pursuant to the terms hereof) shall constitute the exclusive statement of the Parties' agreement on the subject matter herein.

23. RELATIONSHIP OF THE PARTIES

23.1 The Parties shall not by virtue of this Agreement be deemed to be partner or agent of each other nor shall anything herein contained be construed as creating a partnership, joint association or trust, it being agreed that each Party shall be responsible only for its obligations under this Agreement and neither Party shall be authorized to represent or bind the other to third parties.

24. LIMITATION OF LIABILITY

24.1 Notwithstanding any other provision of this EOI document, neither party shall be liable to the other party for any indirect, consequential, special, incidental or punitive damages, or for any lost profits or revenue of any kind or nature whatsoever, foreseeable or not, arising from its performance of its obligations under the EOI BID document, or otherwise.

24.2 The aggregate liability of either Party to the other Party hereunder contract/EOI, shall be limited to the value of the contract.

Such limitation , however, shall not apply in respect of the following:

i. any liability for death or personal injury resulting from the Party's negligence;
ii. any liability for fraud by the Party;
iii. wilful misconduct or gross negligence by the Party
iv. breach of applicable Laws by the Party;
v. breach of confidentiality obligations by the Party
vi. any liability which cannot be excluded by Law.
vii. any liability arising of Environmental damage resulting party's negligence
viii. breach of "Intellectual Property-Indemnity obligations by the party".

25. INDEMNITY

25.1 Each Party (the "Indemnifying Party") will indemnify and hold the other Party (the "Indemnified Party") and its affiliates, officers, directors, employees, agents, and representatives harmless from and against any and all damages, costs, expenses, and liabilities, including, without limitation, attorneys' fees, arising from claims of third parties as a direct result of the gross negligence or willful misconduct of the indemnifying Party.

26. ARBITRATION

26.1 All disputes arising out of or in connection with the relevant Order shall, where an amicable settlement cannot be reached between Supplier and BSNL within sixty (60) days of one party notifying a dispute to the other, be finally settled in accordance as given in clauses 26.2 below. Such arbitration shall be held in English language.

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

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

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

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

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

3. Neither party shall appoint its serving employee as arbitrator.
4. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage

where his predecessor had left it both parties consent for the same; otherwise, he shall proceed de novo.

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

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

[29B. Fast track procedure –

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

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

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

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

(f) 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;

(g) 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;

(h) 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)
Up to Rs. 5 crores	Within 6 months (Fast Track procedure)
Above Rs. 5 crores	Within 12 months

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

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

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

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

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

(II). Indian Bidder as a PSU or a Central Govt Department of Central Govt

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

26.3 Notwithstanding anything contained in this Agreement, BSNL and Supplier shall continue to provide the services without causing any disruption or interference in the same manner and extent pending any resolution or final outcome of any arbitration or related proceedings, unless BSNL and Supplier agree to discontinue any or all the services under the relevant Purchase Order(s) either in full or in part.

27. Governing Law and Jurisdiction

27.1 Applicable Law & Jurisdiction

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

27.2 The governing law shall be Indian Law.

IN WITNESS HEREOF the Parties have entered into this Agreement on the date stated in the beginning.

SIGNED for and on behalf of

____

By
SIGNED for and on behalf of
Bharat Sanchar Nigam Limited

By

Schedule 1

Technical Specifications of Network Interconnections

Schedule 1.1

Technical Specifications of MPLS Network-to-Network Interconnect

The Parties agree to a dedicated interconnection over IP at the points of presence (POPs) located in ____________and _________ with the configuration as set out in Schedule 1.2. The Parties intend to periodically upgrade their interconnect capacity and points of presence with mutual agreement to satisfy market demands during the term of the Agreement.

This purpose of this interconnection is to enable BSNL, based on MPLS standards, to provide its respective Customers with seamless end-to-end, point-to-point global connectivity solutions.

The Parties will coordinate to deliver services utilizing their respective network segment. BSNL will contract with and manage its own end customers, and interface with the other Party for service delivery.

Interconnection Requirements:

Network Interconnection Link

The network interconnection link (local loop or cross connection) connecting _____ and BSNL's ASBR routers can be built using either a Packet over Sonet ("POS") connection or Ethernet. The interconnection can be made in DS3, OC-3,OC-12, STM-1, or STM-4 and Gig Ethernet.

Hardware Specification

BSNL Network Requirement:

While some MPLS applications may not require the ingress and egress routers to be from the same vendor, some do have such limitation.

1. Terminating Router Requirement – Different Vendor

2. Terminating Router Requirement - Same Vendor

Some MPLS service applications require the ingress and egress routers of the service to be made by the same vendor. In this case, there are two forms of VPN termination:

- Termination on clients router
- Termination on BSNL /____'s PE

In the case when the Customers terminate the egress and ingress traffic, this vendor's device must support the following:

- MPLS (Multi-protocol Label Switching)
- MPLS-DS/TE (Multi-protocol Label Switching – Traffic Engineering)
- RFC 4364 (MP-BGP)
- Other protocols in vogue

In the case when Bidders and BSNL are required to be the PE for service termination, the following restrictions will apply. Though Bidders network may change in the future, at this time all Bidders PE's are Cisco/ Alcatel routers. This means that if the ingress or egress of a MPLS service must terminate on a Bidders PE, the other end of the MPLS service must support the following:

- MPLS (Multi-protocol Label Switching)
- MPLS-DS/TE (Multi-protocol Label Switching – Traffic Engineering)
- RFC 4364 (MP-BGP)
- MPLS FRR either node or link protection
- CEF (Cisco Express Forwarding)
- LDP signaled

Responsibilities of Interconnection

Demarcation Point: The demarcation point is the port on the___________access router used to connect BSNL to ______ network. ___________ and BSNL can discuss the following general network operations responsibilities based on the Parties' respective network security policies.

_________responsibilities:

- Assign resources for service implementation as set forth elsewhere in the Agreement
- Have an MPLS enabled network
- Understand provisioning of the LSP to BSNL's network
- Have technicians capable of understanding MPLS, MPLS-TE and RFC 4364, and as well as AoMPLS (Any Transport over MPLS)
- Have a Senior Engineer on staff for any advance support needed by BSNL NOC engineers

BSNL **responsibilities:**

- Assign resources for service implementation as set forth elsewhere in the Agreement
- Have an MPLS enabled network using either TDP or LDP for signaling
- Have technicians capable of understanding MPLS, MPLS-TE and RFC 4364, and as well as Cisco's AToM (Any Transport over MPLS) and Junipers CCC

- Have a Senior Engineer on staff for any advanced support needed by BSNL NOC engineers
- Understand provisioning of the LSP path to___________'s network

Colocation :

Each Party will host in its operations center such performance monitoring or other equipment of the other Party as may be reasonably necessary to implement the Services hereunder (the "Partner Equipment"). Such collocation services shall be at no charge to the owning Party

a) In respect of the Partner Equipment, the housing Party shall:

   i) provide first level "remote hands" support to the owning Party as may be requested;
   ii) provide power, HVAC, and other services as may be required to operate and maintain the Partner Equipment according to the owning Party's reasonable instructions;
   iii) maintain the Partner Equipment in facilities at least as secure as provided for its own equipment;
   iv) keep the Partner Equipment free and clear of any and all liens, encumbrances, or other claims; and
   v) use reasonable care to safeguard the Partner Equipment.

b) In respect of the Partner Equipment, the owning Party shall:

   i) be responsible for providing appropriate insurance for losses to the Partner Equipment or caused by its operation; and
   ii) pay for all costs of shipping the Partner Equipment to and from the collocation site.

Management:

The _____Network Operations Center ("NOC") will manage the __________network 24 hours a day, 7 days a week, on a year round basis up to the network demarcation point.

BSNL's NOC will manage the BSNL network <u>24 hours a day, 7 days a week</u>, on a year round basis up to the network demarcation point.

Each party will send notification to the other party seven (7) days in advance of scheduled maintenance of its own network with a description of the actions to be taken and possible impact to the other Party. In the event of service interruptions, one Party will make information available to the other Party's designated technical contacts noted in Service Order Form, in accordance to standard Escalation Procedures. __________ and BSNL are responsible for notifying their respective customers pursuant to the notification procedures in the Customer contract/order.

The technical specifications contained in this Schedule 1.1 are for MPLS service technology only. In the event a different technology is used in the future, this Schedule 1.1 will be revised accordingly.

Schedule 1.2

MPLS NNI Configuration

Proposed network interconnect diagram between_____________and BSNL for MPLS VPN service.

Shall be enclosed at the time of signing of agreement as a design document once agreed by BSNL and other party technical team on technical parameters of NNI.

Schedule 2

Service Schedule

Schedule 2.1 MPLS IP-VPN Service Description and SLA

Schedule 2.1

MPLS IP-VPN Service Description and SLA

A. SERVICE DESCRIPTION -________________.

Key Benefits to Your Business:

Network Features:

Guaranteed Reliability

________________ CoS and QoS performance levels backed by service level guarantees to support our commitment to providing high quality network services.

Gold:
Silver Plus:
Silver:
Bronze:

MPLS IP VPN Service

B. SERVICE DESCRIPTION - BSNL

1. MPLS VPN Infrastructure

2. BSNL MPLS VPN Advantages

3. QoS for MPLS Circuits

4. Conclusion

C. SLA - ____.

C. SPECIFIC TERMS FOR IP-VPN SERVICE SLA - _________.

D. SLA - BSNL

1. Definition

2. SLA Commitments by BSNL

2.1 Salient Details of different variants of SLA for MPLS VPN Contract Period:

Parameters	Standard SLA	Classic SLA	Premium SLA
1. Uptime			
2. Latency			
3. Packet loss			
4. Jitter			
5. Basis of calculation			
6. Service window			
7. Premium charges for SLA			
8 SLA rebates			
9. SLA rebate for Latency, packet loss Jitter			

Parameters	Standard SLA	Classic SLA	Premium SLA
10. Upper limit on SLA rebate			

REQUIREMENTS OF SUBSCRIBER: SERVICE

<u>Schedule 3</u>

Service Operational Manual

For

Operations

of

IP-VPN SERVICE

Shall be enclosed at the time of signing of agreement as a design document once agreed by BSNL and other party technical team on technical parameters of NNI.

ANNEXURE- VIII

UNDERTAKING & DECLARATION

(A) - For understanding the terms & condition of EOI 2022 & Spec. of work

a) Certified that:

1. **I**/ We ……………………………………. have read, understood and agree with all the terms and conditions, specifications included in the EOI 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 EBG 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 EOI 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 EOI offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EBG 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

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

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

The format of the certificate to be given is "*I…………..s/o…………r/o……………..hereby certify that none of my relative(s) as defined in the EOI 2022 document is/are employed in BSNL unit as per details given in EOI 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

ANNEXURE-IX

Bidder's profile & Questionnaire.

(To be filled in and submitted by the bidder)

A) **Bidders 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: (Tick the correct choice): Sole proprietor-ship/partnership firm / 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 EOI 2022 document.

…………………………………………………………………………………….

…………………………………………………………………………………….

…………………………………………………………………………………….

Place………………….

Signature of Bidder ………………………

Date …………………. Name of Bidder ……………………………

ANNEXURE-X

BID FORM

To **F**rom,

……………………………………………………………………………………..

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

……………………………………………………………………………………..

…………………………………….. ………………………………………..

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

Ref: Your Tender Enquiry No. ………………………………dated …………………

1. Having examined the above mentioned EOI 2022 document including amendment/ clarification/ addenda Nos. ………………… dated ……………. …………..the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver ……………………………………… in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.

2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

3. We agree to abide by this Bid for a period of 90/150 (**Financial bids/EOI bids)** 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 Commercial Bank (except co-operative banks) for a sum @ 3% 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…

Signature …………………………

Witness
Signature…………………………
Name ……………………………..
Address ………………………………..

Name ……………………………..
In the capacity of …………………………
Duly authorized to sign the bid for and on behalf of ………………………………………

`

ANNEXURE – XI

Not Bankruptcy / Insolvency Certificate

TO WHOM SO EVER IT MAY CONCERN

We hereby confirm that (company Name) has neither been declared bankrupt or insolvent nor has it filed for insolvency / bankruptcy nor it is in the process of being declared bankrupt before designated authority in India.

Signed and stamped by Authorized Signatory

Annexure- XII

Certificate to be submitted by Bidders
(On Company's Letter Head)

Reference 1:BSNL EOI No……………………………issued………….

Reference 2: Department of Expenditure Office Memorandums (OMs) No 6/18/2019-PPD dated 23rd July 2020 and its Clarification dated 24/07/2020.

I, in capacity of authorized signatory of M/s………………………………………… having Regd. office at…………………………………………………...being a participant bidder in BSNL T.E cited at reference 1 above, hereby declare that I have read and understood the clause regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defence of India and National Security issued vide OM cited at reference 2 above, on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

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

(Name of the authorized signatory)
Signature
Designation in Company
Seal / Stamp of Company

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

Annexure-XIII

EOI ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

____

____

____

____

____

Sub: Acceptance of Terms & Conditions of Tender.
Tender Reference No: ____________________

Name of Tender / Work: -

____

____

____

____

Dear Sir,

1. I/ We have downloaded / obtained the EOI 2022 document(s) for the above mentioned'Tender/Work' from the web site(s) namely:

____

____

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the EOI document from Page No.____to_____(including all documents like annexure(s), schedule(s), etc .,), which form part of the EOI and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the EOI 2022 conditions of above mentioned EOI document (including all documents like annexure(s), schedule(s), etc .,).
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Annexure-XIV

CONSENT FOR MIGRATION TO EOI 2022

(To be given on Company Letter Head)

Date:

To,

____

____

____

Sub: Acceptance of Terms & Conditions of EOI 2022.

Tender Reference No: BSNLCO-ILD/11(11)/1/2020-ILD dated 24-05-2022

Name of Tender / Work: - Open EOI 2022 is invited for Selection/empanelment of eligible bidders for

(A) Provisioning, commissioning and maintenance of international bandwidth on Optical Fibre Submarine Cable System (OFSCS) for International Long Distance voice and data services of BSNL with or without back-haul at distant end, with IP Port termination at Tier-I ISP, International IP Transit Port and IP Port in India with connectivity on OFSCS.

(B) Global Managed Network Services for establishment of MPLS NNI with BSNL.

Dear Sir,

1. I/ We have downloaded / obtained the EOI document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

____

____

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the EOI document from Page No._____to_____(including all documents like annexure(s), schedule(s), etc .,), which form part of the EOI and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this consent letter.
4. I / We hereby unconditionally accept the EOI conditions of above mentioned EOI document (including all documents like annexure(s), schedule(s), corrigendum(s) etc .,).
5. I agree to revise my EBG for the period specified in clause 14 of Section-II of this EOI.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Annexure-XV

(To be submitted on Plain Paper)

INTEGRITY PACT

Between

Bharat Sanchar Nigam Limited (BSNL) / hereinafter referred to as "The Principal"

and

………………………………..hereinafter referred to as "The Bidder/Contractor"

Preamble

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

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

Section 1 – Commitments of the Principal

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

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

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

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

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a

substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

(1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically and commit any offence under Indian Penal code (IPC)/Prevention of Corruption (PC) Act.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidders/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

(e) The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other in connection with the award of the contract.

(f) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to Independent External Monitors (IEMs) and shall wait for their decision in the matter.

(g) To disclose and transgression with any other company that may impinge on the anti corruption principle.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

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

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

Section 5 – Previous transgression

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

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

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

(i) The principal will enter into agreements with identical conditions as this one with all Bidders/Contractors.

(ii) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors, a commitment in conformity with this Integrity Pact.

(iii) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 – External Independent Monitor/Monitors

1. Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access in all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the CMD BSNL.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

   Notwithstanding anything contained in this Section, the Bidder(s)/Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s)/Contractor(s) shall not be required to provide any data relating to its other customers, or any personnel or employee related data.

4. The Monitor is under contractual obligation to treat the information and documents of the Bidders/Contractor(s) /Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on "Non-Disclosures of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the Independent External Monitor (IEM) shall inform CMD BSNL and recuse himself/herself from that case.

5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 4 to 6 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

8. If the Monitor has reported to the CMD of the BSNL, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document / contract shall not be applicable for any issue /dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

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

5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

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For the Principal	**For the Bidder/Contractor**
Place.......................	**Witness 1 : ....**
Date	**Witness 2 : ....**

Back-haul	High capacity inland domestic circuit required by operators to link the cable landing station to an operator's existing national infrastructure.
DS-3	A digital communications link that supports data transmission rates of 45Mbps.
E1	First level in the European digital hierarchy. E1 carries signal at 2 Mbps.
E3	Third level in the European digital hierarchy. E3 carries signal at 34 Mbps.
full-circuit	CLS/PoP to CLS/PoP connectivity.
gigabit Ethernet	Term describing various technologies for transmitting Ethernet frames at a rate of a gigabit per second defined by the IEEE802.3-2005 standard
Half Circuit	Hypothetical mid point on the cable where traffic is handed over.
IRU	Indefeasible Right to Use. The provision of the Right of Use for a long period of time, usually 15+ years.
IPLC	Dedicated secure digital point to point private connection between two locations in two different countries.
ISP	Internet Service Provider. Connects the end-user to the Internet.
IXP	Internet exchange point (IX or IXP) is a physical infrastructure that allows different ISPs to exchange Internet traffic between their networks (autonomous systems) by means of mutual peering agreements, which allow traffic to be exchanged without cost.
L1	Bidder with lowest cost.
MIU	Submarine cables owned by consortia divided into Minimum Investment Units (MIU).
MRTG	Multi Router Traffic Grapher, software for monitoring and measuring the traffic load on links.
NAP	Network Access Point, a public network exchange facility where ISPs can connect with one another in *peering* arrangements.

nXFast Ethernet	Ethernet services that have a speed of nX100Mbps.
Peering	Internet interconnection as equals (peers) and thus no billing between the parties; normal method of interconnection between the sub-networks which make up the Internet.
Ready-for-Test Date	Date intimated by Supplier to Purchaser for testing of the bandwidth by the Purchaser as specified in the relevant bandwidth Order.
Ready-for-Use Date	Date on which Supplier notifies Purchaser that the Service, as per relevant Order is available for use.
SES	A one-second period which contains ≥X% errored blocks or at least one defect where X is specified for SDH in ITU-T Recs G.826, G.828, and G.829.
STM-1	Basic STM defined at 155 520 kbit/s where STM is information structure use to support section layer connections in the SDH.
STM-4	STM capacities for N = 4. (622 Mbps)
STM-16	STM capacities for N = 16. (2.5 Gbps)
STM-64	STM capacities for N = 64 (10 Gbps)
Uncompressed bandwidth	Bandwidth without using compression technique.
Uncontended bandwidth	Fully guaranteed unshared bandwidth.