

**E-TENDER FOR PROVIDING
Server Grade Desktops, Server Grade Laptops and Vulnerability
Assessment and Penetration Testing (VAPT) Tools**

**BHARAT SANCHAR NIGAM LIMITED
O/o PGM, BROADBAND NETWORKS,
BANGALORE -05**

Date of issue : 30/10/2018
Tender form available at : www.tenderwizard.com/BSNL
Last date& Time of submission : 13:00 hrs. on 20-11-2018
Date &Time of Opening : 15:00 hrs. on 20-11-2018

**BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India enterprise)
O/o Principal General Manager,
BROADBAND NETWORKS,
5th Floor,Bangalore East Telephone Exchange
Lazar Road,BANGALORE -05**

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CHECK LIST

List of documents enclosed along with Bid Document

1. Tender document Signed in All pages (Section I to VI)
2. DD for Rs. 590/- for tender fee in the form of DD drawn in favor of Internal Financial Advisor, BBNW, New Delhi.
3. EMD of Rs. 36,000/- in the form of DD drawn in favor of Internal Financial Advisor, BBNW, New Delhi.
4. Bid form
5. Performance security Bond form
6. Eligibility
 - a) Registered branch proof for office located in Bangalore
 - b) Registration of Company certificate
 - c) Experience certificate
 - d) GST registration certificate
 - e) PAN Card
 - f) Turnover certificate
7. Non participation of near relative certificate (Form-IV of section –VII)
8. Partnership deed/proprietorship deed /Articles/ Memorandum of Association as the case may be
9. Income Tax returns for the last 02 years
10. Profit and Loss Accounts of the firm for the last 02 years

Signature of the Bidder:



भारत संचार निगम लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

**O/o The Principal General Manager (Broadband Networks)
5th Floor, Bangalore East Telephone Exchange
Lazar Road, Frazer Town, Bangalore – 560 005**

SECTION I

1. NOTICE INVITING TENDER

E-tender is invited by the Principal General Manager (Broadband Networks), Bangalore for and on behalf of **Bharat Sanchar Nigam Limited** for the procurement, supply, implementation, installation, commissioning, testing, training, documentation and support for Server Grade Desktops, Server Grade Laptops and Vulnerability Assessment and Penetration Testing (VAPT) Tools . Estimated cost of Tender is Rs.18 Lakhs.

Tender document can be obtained by downloading it from the following website www.tenderwizard.com/BSNL. The physical copy of the tender will not be available for sale. Bidder has to register in e-tendering portal www.tenderwizard.com/BSNL for participating in the tender online.

For any clarification regarding e-tendering/procedure etc., contact ITI representative M/s Dhanraj, Mob no. 9686115308/080-40482000/011-49424365 (bsnlthelpdesk@gmail.com).

Bidders downloading Tender document are required to submit the tender fee worth Rs.500+(GST 18%) = 590/- (non-refundable) in the form of DD drawn in favor of Internal Financial Advisor, BBNW, New Delhi at the time of submission of tender, with their proposal failing which bid document will be unopened / rejected.

Bids received after due date and time will not be accepted by the online system.

A prospective bidder requiring any clarification on the Bid documents shall notify the purchaser in writing. The purchaser shall respond in writing to any request for the clarification of bid document which it receives not later than 3 days prior to the date of opening of Tender.

The tender must accompany necessary documents in the absence of which tender shall not be evaluated. The validity and truthfulness of the certificates produced by the bidder will be verified by the Tender evaluation committee or a committee constituted by PGM, Broadband Networks, Bangalore by visiting the sites of the bidder and interviews with the issuing authorities and other related personnel or units. During the verification as above, if the contents and validity of certificates does not match with the actual, the bid will be declared NON RESPONSIVE.

- I. Letter of authority to sign bid on behalf of firm. In case of proprietor/owner of the firm, a certificate of the proprietorship/ownership from the competent authority may be submitted in case of partnership firm, the partnership deed may be furnished and bid may be signed by all the partners of the firm. If only one partner or any other person signs the bid, the signing person must be duly authorized by all the remaining partners not signing the bid.
- II. Further EMD of Rs.36000 (Thirty six thousand only) may be submitted offline in the sealed envelope either in person or by post in scheduled time in the form of DD drawn in favor of Internal Financial Advisor, BBNW, New Delhi, payable at New Delhi.
- III. Experience Certificate of similar work of the amount of at least Rs. 15,00,000/- (Rupees Fifteen lakh only) each in any two years for the last four consecutive years, 2013-2014, 2014-2015, 2015-2016 and 2016-17 in Govt. department/MTNL/BSNL/DOT/PSU office taking all the years individual or together from the employer on the letter head/duly stamped.
- IV. GST Registration certificate from competent department (mandatory).
- V. Permanent Account Number (PAN) certificate (mandatory).
- VI. Certificate on Non participation of near Relatives in the Tender.

Last date of issue of tender is 20-11-2018 up to 13:00 Hrs. **The bid shall be opened on 20-11-2018 at 15:00 Hrs** in Conference Hall, O/o Principal General Manager, Broadband Networks, 5th floor, Bangalore East Telephone Exchange, Lazar Road, Bangalore – 05.

The PGM, Broadband Networks, Bangalore may reject any or all of the tenders received without assigning any reason.

Divisional Engineer (Admn.)
O/o The Principal General Manager,
Broadband Networks Circle,
5th Floor, Bangalore East Telephone Exchange,
Lazar Road, Frazer Town,
Bangalore - 560005.
Ph. No. 080-25464004 (O)/FAX No. 080-25808880.

2. SCOPE OF TENDER

The bidder should supply Server Grade Desktops, Server Grade Laptops and VAPT Tools. The equipment and tools shall be supplied as per manufacturer's guidelines and shall use standard OEM components for replacement, as per configuration indicated. Until and unless written order of BSNL are conveyed, the original specification/characteristics/features shall not be changed. Refurbished equipment is not acceptable.

- Supply of all the required quantities of Server Grade Desktops, Server Grade Laptops and VAPT Tools shall have the specifications and all other accessories including Adapter, Battery etc. (as mentioned in the Specifications provided in Section VI titled "Technical Specifications").
- The bidder shall Conduct 100% Quality inspection and testing and ensure that each and every equipment complies to the specifications given in Section VI and ensure that there should not be any physical damage(s) and shall contain all the required items before declaring Server Grade Desktops, Server Grade Laptops and VAPT Tools as "Ready for delivery".
- The Delivery Challan, Inspection Report & Acceptance Note will constitute the Final Acceptance of equipment supplied.
- The bidder shall Provide comprehensive Carry-in Warranty and support services through its designated OEM.
- Support Service Centers shall be available at Bangalore.
- The bidder is responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods at the service support centers during the warranty period.
- VAPT tools supplied should be capable of testing the security features of all types of IP and telecom / ICT equipment in access, transport, control and application layers of wireless and wire line domain deployed and various types of End User Devices such as mobile handsets, dongles, tablets, modems etc. and CPE devices such as Residential Gateways, LTE- CPE devices with Wi-Fi interfaces towards user etc.
- The VAPT tools supplied should comply to the international security testing standards and test schedules prescribed by CC / ITU-T/ ETSI / 3GPP/IEEE/ 3GPP2 wherever applicable as well as those prescribed by DoT or any other agency authorized by DoT within the scope of ordered tender item(s).
- The VAPT tools supplied should be able to but not limited to carry out Vulnerability assessment tool for detection of known vulnerabilities and Penetration testing tool for exploiting the detected vulnerabilities.
- The scope of tender shall also include generation of a reports in a standard format such as pdf,xls,html etc from various tools and providing mitigation recommendations.
- It should be possible to generate customised reports as per requirements of BSNL

SECTION II- INSTRUCTIONS TO BIDDERS

1. ELIGIBILITY CRITERIA FOR BIDDERS

Bid Document includes –

- 1.1. The bidder must be a company registered in India under Indian Companies Act 1956 or Partnership Act 1932 and should have been in operation of at least 5 years.
- 1.2. The Bidder should have at least one permanent office and Support Centre in Bangalore.
- 1.3. The bidder should have a minimum financial turnover of Rs.10 crores from its IT Security Solutions business during the last two financial years (together).
- 1.4. The Net worth of the bidder, as on 31st March 2018 should be Positive.
- 1.5. The bidder should not have been blacklisted by the Government of India or any state government or any of its agencies for any reasons whatsoever and the bidder should not have been blacklisted by Central/ any other State/UT government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair practices.
- 1.6. Bidder should have experience of minimum 2 years in delivering similar Server Grade Desktops, Laptops and VAPT tools to any central/ any other State/UT Government/ MoD in India.
- 1.7. In case the bidder is not the OEM, copy of Manufacturers Authorization Certificate issued by OEM for sourcing the product shall be mandatory and is to be attached with the tender form. Non submission of the same will lead to rejection of the bid.
- 1.8. The bidder should have
 - GST Registration Certificate
 - PAN Number
- 1.9. Bidder should not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.
- 1.10. Bidder should have their directors and officers who have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been disqualified pursuant to debarment proceedings.
- 1.11. The originals of the above said documents should be produced for verifications as and when required.

2. COST OF BIDDING

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

3. BID DOCUMENT

3.1. Bid Document includes –

- 3.1.1. Notice Inviting Tender
- 3.1.2. Instructions to bidders
- 3.1.3. General (Commercial) conditions of the Contract
- 3.1.4. Special conditions of contract
- 3.1.5. Schedule of requirement

- 3.1.6. Services to be provided
- 3.1.7. Bid form and price schedule
- 3.1.8. Letter of authorization to attend bid opening
- 3.1.9. Certificate on Non-participation of near relatives in the tender
- 3.1.10. EMD Tender fee

*Each page should be duly signed & stamped by authorized Signatory.

- 3.2. The bidder is required to examine all instructions, forms, terms, and specifications in the Bid documents. Failure to furnish all or any of the information required as per Bid document or submission of the bids not substantially responsive to the Bid documents in every respect will be at the bidder's risk and may result in rejection of the bid.
- 3.3. Tender document can be obtained by downloading it from the website www.tenderwizard.com/BSNL. The physical copy of the tender document will not be available for sale. Bidder has to get registered in e-tendering portal www.tenderwizard.com/BSNL for participation in the tender online.
- 3.4. For any clarification regarding e-tendering/procedure etc., can contact ITI representative M/sDhanraj, Mobno.9686115308/080-40482000/011-49424365 (bsnlthelpdesk@gmail.com)
- 3.5. Bidders downloading tender documents are required to submit tender fee worth Rs.590/- through DD/Cheque with their proposal, failing which the proposal will be unopened/Rejected.
- 3.6. Technical bid, financial bid and all other relevant documents to be signed and uploaded in e-Tender portal without fail. The vendors must submit the EMD amount as mentioned above with the technical bid. The envelopes containing Technical and Financial bids should be super scribed respectively as follows:
 - (I) Technical Bid for supply of Server grade Desktops and Laptops and VAPT tools
 - (II) Financial Bid for Supply of Server grade Desktop PCs and laptops and VAPT tools
- 3.7. The Technical Bid shall be opened in the O/o DE (Admn), O/o PGM (Broadband Networks), 5th floor, Bangalore East Telephone Exchange, Lazar Road, Bangalore-560005.
- 3.8. Bids received after due time will not be accepted by the online system.
- 3.9. A prospective bidder requiring any clarification on the Bid document shall notify BSNL in writing. BSNL shall respond in writing to any request for the clarification of bid document, which it receives not later than 3 days prior to the date of opening of Tender.
- 3.10. Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.

4. AMENDMENT TO BID DOCUMENT

- 4.1. At any time, prior to the date of submission of bid, BSNL may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid document by amendments.
- 4.2. The amendments shall be notified in writing to all prospective bidders on the address given at the time of purchase of the Bid Document and these amendments will be binding on them. It would be notified on our website also.

5. DOCUMENTS COMPRISING THE BID

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

Signature of the Bidder:

- 5.1 Tender document Signed in All pages (Section I to VI)
- 5.2 DD for Rs. 590/- for tender fee in the form of DD drawn in favor of Internal Financial Advisor, BBNW, New Delhi.
- 5.3 EMD of Rs. 36,000/- in the form of DD drawn in favor of Internal Financial Advisor, BBNW, New Delhi.
- 5.4 Performance security Bond form
- 5.5 Eligibility
 - a) Registered branch proof for office located in Bangalore
 - b) Registration of Company certificate
 - c) Experience certificate
 - d) GST registration certificate
 - e) PAN Card
 - f) Turnover certificate
- 5.6 Non participation of near relative certificate (Form-IV of section –VII)
- 5.7 Partnership deed/proprietorship deed /Articles/ Memorandum of Association as the case may be
- 5.8 Income Tax returns for the last 02 years
- 5.9 Profit and Loss Accounts of the firm for the last 02 years
- 5.10 Documentary evidence established in accordance with clause 1 of Section II that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted
- 5.11 Bid security furnished in accordance with clause 8 of Section II
- 5.12 A clause-by-clause compliance of Special Conditions of Contract (Section IV), and Services to be provided (Section VI) shall be given. In case of deviation, a statement of deviation shall be given.
- 5.13 Bid form in accordance with clause 6 of Section II
- 5.14 Certificate of Incorporation from ROC
- 5.15 Power of Attorney from company authorizing person for signing bid.
- 5.16 Self-Certificate issued by the authorized signatory of the bidder organization for Local establishment at Bangalore.
- 5.17 Audited Balance sheet for the last 3 financial years.
- 5.18 CA Certificate with CA's Registration Number/ Seal to ascertain Net worth.
- 5.19 Copies of Purchase Orders as a proof for Project Experience.
- 5.20 Undertaking by the authorized signatory that the company is not blacklisted.
- 5.21 OEM Certificate.
- 5.22 Self-Declaration Letter for the clauses 1.9 and 1.10

6. BID FORM

The bidder shall complete the bid form furnished in the bid document covering the requirements to be rendered as per Section – VI, strictly in the prescribed pro forma given Form I of Section VII and the rates quoted shall be inclusive of all taxes etc., i.e. rate should be quoted “all inclusive”.

7. PRICE BID

- 7.1. Down load price schedule in XLS format given (Form –V of section VII) for all types' works.

- 7.2. Fill rates in down loaded price schedule.
- 7.3. Price schedule is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and has to be uploaded.
- 7.4. Save filled copy of downloaded price schedule and upload when required.
- 7.5. BSNL will not be responsible for any problem arising out of internet connectivity issues.
- 7.6. "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.
- 7.7. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 7.8. Prices charged by the bidder under the contract, shall not be higher than the prices quoted by the bidder in his bid.

8. EARNEST MONEY DEPOSIT (EMD) /BID SECURITY

- 8.1. The bidder shall furnish, as part of his bid a bid security in favour of 'Internal Financial Adviser, BBNW, New Delhi' in the form of D.D for an amount of Rs.36,000/- (Rupees Thirty Six Thousand only) issued by Scheduled Bank in India and should be valid for a period of 180 Days.
- 8.2. The bid security is required to protect the BSNL against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to Para 8.6.
- 8.3. A bid not secured in accordance with Para 8.1 & 8.2 shall be rejected by the BSNL as non-responsive at the bid opening stage and returned to the bidder without opening financial bid.
- 8.4. The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible, but not later than 30 days after the expiry of the period of the bid validity prescribed by the BSNL.
- 8.5. The successful bidder's bid security will be discharged upon the bidder's acceptance of the Letter of Intent satisfactorily in accordance with clause 18 and furnishing the performance security.
- 8.6. The bid security may be forfeited:
 - (a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form; OR
 - (b) In the case of successful bidder, if the bidder
 - i. Fails to sign the contract in accordance with clause 18 of "INSTRUCTIONS TO BIDDERS" UNDER Section II; OR
 - ii. Fails to furnish performance security in accordance with clause 2 of "General Conditions of Contract" Section III; OR
 - iii. Fails or refuses to honor his own quoted price for supply of Server Grade Desktops, Server Grade Laptops and VAPT Tools.
 - iv. Fails to produce the original documents as asked in the tender documents.
 - (c) In both the above cases i.e. 8.6.(a) & (b), the bidder will not be eligible to participate in the tender for one year from the date of issue of Letter of intent. The bidder will not approach the court against the decision of BSNL in this regard.

9. BID DOCUMENT FORMAT

- 9.1 The Original bid and all copies of bid shall be typed or printed and all pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract.

- 9.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case the person or persons signing the Bid shall initial such corrections.
- 9.3 Letter of authorization shall be indicated by written power of attorney the accompanying the bid. All pages of the original bid shall be signed by the person or persons signing the bid.
- 9.4 A clause by clause compliance of services to be provided shall be given for all the clauses stipulated in the tender document. In case of deviation, a statement of deviation shall be given separately.

10. SUBMISSION OF BID

In this e- tender proposal, bidder has to participate in e-bidding online. Some documents are to be submitted physically offline as mentioned below.

10.1 Offline Technical document submission

Bidder shall submit the following documents offline to DE(Admn),O/o PGM (Broadband Networks), 5th floor, Bangalore East Telephone Exchange, Lazar Road, Bangalore-560005 on or before 13:00 hrs of 20-11-2018 in a properly sealed envelope (with sealing wax/packing PVC tape) either in person or by post/courier in time. This office will not be responsible for any postal/courier delay. Non-submission of mandatory offline documents with in last date and time shall result into rejection of the bid.

- 10.1.1. EMD: Bid security (original copy: DD should be drawn in favor of "Internal financial advisor, BBNW, New Delhi" payable at New Delhi which should be valid for 180 days.
- 10.1.2. DD of Tender fee (original copy) for Rs. 590/- in favor of IFA, BBNW, New Delhi, payable at New Delhi.
- 10.1.3. Original power of Attorney if applicable in case person other than the bidder signed the documents. Power of attorney should be for specific work and not general power of attorney. Tender is liable to be rejected if power of attorney is not submitted accordingly.

Note: Bidder must upload the scanned copy of above said documents during online bid submission also. The above mentioned offline documents will be verified with the uploaded copies.

10.2 Bid Submission: All documents need to be signed/self-attested by bidder.

10.3 The envelopes shall be addressed to the DE (Admn.) at the following address:

Divisional Engineer (Admn),
O/o PGM, Broadband Networks,
5th Floor, Bangalore East Telephone Exchange
Lazar Road, Bangalore-05
Tele Ph. 080-25808878 / 25464004.

10.4 The envelope shall bear the tender number and the words.

'DO NOT OPEN BEFORE' (due date and time).

10.5 Venue of the Tender Opening: Tender will be opened in Conference Hall, 5th Floor, Bangalore East Telephone Exchange Building, Lazar road, Bangalore-05 at 15:00 hours on the due date.

10.6 The envelopes will be opened by TOC and will be registered in the opening register.

10.6.1. If envelopes are not sealed and marked as required at para 10.1 the bids shall be

rejected.

10.6.2. Online submission: All documents mentioned under section –II (5) to be signed/self-attested by bidder and to be submitted online.

11. MODIFICATION AND WITHDRAWAL OF BIDS

- 11.1. The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.
- 11.2. The bidder's modification or withdrawal notice shall be prepared sealed, marked and dispatched as required in the case of bid submission. A withdrawal notice may also be sent by FAX but followed by a signed confirmation copy by post not later than the deadline for submission of bids.
- 11.3. Subject to clause 1,2 and 3 of section –II of instructions to bidders, no bid shall be modified subsequent to the deadline for submission of bids.

12. BID OPENING

12.1. Bid Opening:

PGM (Broadband Networks), Bangalore or his representative shall open bids in the presence of bidders or their authorized representatives who wish to be present at the time of opening of bids on 20-11-2018 at 15.00 hrs. Authorization letter to this effect shall be submitted by the bidder before they can participate in bid opening.

12.2. Bids will be opened in 2 stages (i) Technical bid and (ii) Financial bid.

12.3. As soon as bid is decrypted by the TOC, the documents will be opened from the Technical bid one by one and same report of TOC will be up loaded in e- portal.

12.4. TEC will evaluate Technical bid and the report of TEC will be approved by competent authority. Bidders qualified in Technical bid will be informed for financial bid opening schedule and the details of the Bidders qualified in Technical bid will be up loaded on the website www.tenderwizard.com/BSNL.

12.5. The financial bid of those bidders who are approved to be qualified in the Technical bid by the competent authority will be opened by the TOC online as per procedure of the e-tender portal.

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

12.7. Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions the bidder is given opportunity to explain their position, however if the person representing the bidder is not satisfied with the decision of the Bid opening team, he/they can submit the representation to Bid-opening team immediately but in no case after closing of the tender opening process with full justification quoting specifically the violation of tender conditions if any.

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

The In charge of the Bid opening team will mention the number of bids with name of company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the arguments of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in charge of the Bid opening team will submit the case for review to competent authority, as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.

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

13. CLARIFICATION ON BIDS

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

14. PRELIMINARY EVALUATION

- 14.1. BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required documents have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 14.2. Prior to detailed evaluation, BSNL will determine the substantial responsiveness of each bid to the bid document for purpose of these clauses. A substantially responsive bid is one, which confirms to all the terms and conditions of bid documents without material deviation. The BSNL determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence. A bid determined as substantially non responsive will be rejected by BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 14.3. BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

15. EVALUATION

- 15.1. PGM (Broadband Networks), Bangalore or his representative shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether documents have been properly submitted and whether bids are generally in order.
- 15.2. If there is a discrepancy between words and figures, the amount in words shall prevail over the amount in figures. PGM (Broadband Networks), Bangalore or his representative, will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which confirms to all the terms and conditions of the

bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by PGM (Broadband Networks), Bangalore or his representative

- 15.3. The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods offered along with all applicable Taxes, packing Forwarding Freight & Insurance charges etc. excluding taxes which are creditable to BSNL. Further, the bidder is also required to mention the taxes (if any) applicable on the movement of Goods.
- 15.4. PGM (Broadband Networks), Bangalore or his representative shall evaluate in detail and compare the substantially responsive bids and comparison of the responsive bids shall be on the price of the services offered inclusive of all levies and charges as indicated in the price schedule of the bid document excluding taxes which are creditable to BSNL.
- 15.5. **L1 shall be decided based on the rates quoted as per the requirements specified in Section-VI.**
- 15.6. BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.
- 15.7. Based on evaluation of bids, a short-listing of bids will be carried out, the finalized bids may be verified by the evaluation committee after verification of original documents, if found correct, the rate quoted may be accepted /rejected by the evaluation committee after scrutinizing all factors. The same may be recommended to the competent authority for approval.

16. AWARD OF CONTRACT

BSNL shall consider placement of letter of intent to those bidders whose bids found correct in all respects is acceptable. The bidder shall within 10 days of issue of Letter of Intent, give his acceptance along with performance security in conformity with Form II of Section VII of the bid document. The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.

17. RIGHT TO VARY THE QUANTITY

BSNL reserves the right at the time of award of contract **to increase or decrease up to 50% of the tendered** number of Desktops, Laptops, VAPT tools specified in the scheduled of requirements without any change in hiring charges of the offered quantity or other terms and conditions. However BSNL shall place order as per the actual requirements only from time to time.

18. SIGNING OF CONTRACT

- 18.1 Signing of Agreement shall constitute the award of supply of Server Grade Desktops, Server Grade Laptops and VAPT Tools on the bidder.
- 18.2 **Upon the successful bidder furnishing the performance security in** pursuant to Clause-2 of section III; BSNL shall discharge the bid security of the successful bidder as per clause 8.3 of Section II.

19. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 6 of Section -III shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD in which event BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids

20. PERIOD OF VALIDITY OF BIDS

20.1 **The bid shall remain valid for 150 days after the date of opening of bids.** A bid valid for a shorter period shall be rejected by BSNL as non-responsive.

20.2 A Bidder accepting the request of BSNL for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify bid.

21. CANCELLATION OF BID

BSNL reserves the right to cancel the bid partly or fully without assigning any reason.

22. PAYMENT TERMS

22.1. Payment is released through NEFT against bills.

22.2. Income Tax shall be deducted against bills submitted.

22.3. GSTR 1 returns to be submitted along with the bills.

22.4. Prices charged by the bidder for the supply of Server Grade Desktops, Server Grade Laptops and VAPT Tools performed under the bidder shall not be higher than the prices quoted by the bidder in his bid.

22.5. In the case of reduction of Statutory Levies/Taxes during the finalization period of tender, the BSNL reserves the right to ask for reduction in the prices.

22.6. Payment of 70% of the price shall be made on the receipt of Server Grade Desktops, Laptops and VAPT tools by consignee on supply of the same. For claiming this payment the following documents are to be submitted to the paying authority.

22.6.1. Invoice

22.6.2. Delivery Challan duly received

22.6.3. Excise gate pass/Invoice or equivalent document, if applicable

22.6.4. Consignee receipt

22.6.5. Proof of payment of octroi/ entry tax etc., if any

22.6.6. Inspection certificate by designated testing officer of BSNL for satisfactory installation which include software installation/ configuration as per tender requirement.

22.7. Balance 20% shall be released on satisfactory working of Server Grade Desktops, Laptops and VAPT tools for one month from the date of successful commissioning, which includes installation, testing, training and documentation.

22.8. Balance 10% shall be released on satisfactory working of Server Grade Desktops, Laptops and VAPT tools for six months from the date of successful commissioning.

22.9. No Payment will be made for goods rejected on testing.

22.10. The supply of Server Grade Desktops, Laptops and VAPT tools must be completed within 6 weeks from the date of issue of Purchase order. Commissioning should be done within 4 weeks from the date of supply.

22.11. All the documents / pages submitted with the bid shall be signed by the bidder.

- 22.12. BSNL reserves the right to cancel the supply order and the bid security (EMD) of successful bidder may be forfeited, the same gets delayed beyond 8 weeks from the date of issue of purchase order.
- 22.13. BSNL shall have no responsibility whatsoever for any damages sustained by the vendor due to cancellation of the order.
- 22.14. The contract/ P.O. shall be subject to the jurisdiction of court of Bangalore only.
- 22.15. BSNL reserves the right to order select items (not all tendered items) in case of necessity.
- 22.16. Prices charged by the bidder for the services under the contract, shall not be higher than the prices quoted by the bidder in his bid
- 22.17. In the case of reduction of Statutory Levies/Taxes during the finalization period of tender, the BSNL reserves the right to ask for reduction in the prices.

23. PENALTY

- 23.1. If the successful bidder fails to complete delivery of services as per clause, BSNL shall impose LD a sum of Rs 1,000/- for each day of delay or part thereof from the due date. The maximum LD shall not be more than 10 % of the total estimated cost of Tender.
- 23.2. LD is not applicable for the reason attributable to BSNL and Force majeure. The bidder shall submit the proof authenticated by the bidder and BSNL officials that the delay is attributed to BSNL and force majeure at the time of submission of invoice.

24. WARRANTY

- 24.1. The contract/ P.O. shall be subject to the jurisdiction of court of Bangalore only.**
- 24.2. Warranty for Server Grade Desktops, Server Grade Laptops and Vulnerability Assessment and Penetration Testing (VAPT) Tools supplied will start from the date of successful commissioning.
- 24.3. Desktops/Laptops supplied shall have a minimum warranty of 3 years.
- 24.4. During the period of warranty, if there are any Hardware / Software / OS faults the same shall be attended by the successful bidder free of cost.
- 24.5. If the faults cannot be rectified, the Server grade Desktops/Laptops shall be replaced free of cost by the successful bidder.
- 24.6. For the VAPT tools supplied issues related to VAPT applications shall be attended by the successful bidder free of cost during a minimum period of 3 years.
- 24.7. The License for VAPT tools shall be perpetual.
- 24.8. The Patch upgrades / firmware upgrades for the VAPT tools supplied shall be carried out by the successful bidder free of cost during a minimum period of 3 years.
- 24.9. The VAPT tools shall be supplied in the form of CD / DVD along with relevant user manuals and relevant documentation for installation, operation and trouble shooting.
- 24.10. The document regarding perpetual license for VAPT tools shall be submitted along with letter from OEM. Successful Bidder is responsible to ensure the availability of Software applications / License for VAPT tools to BSNL without any interruptions during the warranty period.

SECTION III -GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIT unless otherwise agreed by BSNL.

2. PERFORMANCE SECURITY

- 2.1 The successful bidder shall be required to deposit an amount equal to 5% of the Tendered value subject to maximum limit of Rs.1 lakhs within 10 days of issue of letter of intent.
- 2.2 Performance security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank as per the proforma provided at Form-II of Section VII of the bid document
- 2.3 Performance security will be discharged after compliance of bidder's performance obligation under the contract.
- 2.4 If the bidder fails or neglect any of his obligations under the contract it shall be lawful for BSNL to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

3. EXECUTION TIME LIMIT

The time as stipulated in the contract or letter of intent shall be deemed to be essence of the contract.

4. TERMINATION OF CONTRACT

- 4.1. BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts:
 - 4.1.1 If the bidder fails to arrange the supply of any or all of the requirements within the period(s) specified in the contract or any extension thereof granted by PGM (Broadband Networks), Bangalore or his representative
 - 4.1.2 If the bidder fails to perform any other obligation(s) under the contract.
- 4.2. BSNL may without prejudice, to other rights under Law or the contract provided, get the requirements done at the risk and cost of the bidder in above circumstances.

5. TERMINATION FOR INSOLVENCY

BSNL may also terminate the contract by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as bidder

6. FORCE MAJEURE

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockage or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality and given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be responsible of such events and be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such performance or delay in

performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSNL as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

7. ARBITRATION

In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the CGM, BBNW, New Delhi. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the CGM, BBNW, New Delhi or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the CGM. or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CGM or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

8. SET OFF

Any sum of money due and payable to the bidder (including security deposit refundable to him) under the contract 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 this contract or under any other contract made by bidder with BSNL.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the instruction to the Bidders as contained

in section II and general (commercial) conditions of the contract as contained in section III and wherever there is a conflict, the provisions herein shall prevail over those in other sections.

2. In case the date fixed for opening of bids is subsequently declared as holiday by BSNL, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. BSNL reserves the right of disqualifying such bidders who have a record of not meeting contractual obligations against earlier contract entered with any government agency.
4. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient ground.
5. In any dispute arises out or in relation to this contract between BSNL and the bidder the same shall be settled amicably first through conciliation failing which the said dispute shall be referred to PGM, BBNW, Bangalore and in case the said PGM, BBNW, Bangalore unable to arbitrate the dispute due to pre occupancy or emergency, It may be referred to CGM, BBNW, New Delhi.
6. No sub-contracting is permissible by BSNL
7. The bidder should give a certificate that none of his/her near relative is working in BSNL. In case of proprietorship firm certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all the directors of the company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in any tender of BSNL Broadband Networks units.

The near relation for this purpose are defined as:

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

The format of the certificate is given at Form-IV of section VII

8. BSNL reserves right to counter offer price against price quoted by the bidder.
9. The bidder shall be liable for any legal dispute/case/claims that have arisen or may arise during the currency of the contract.
10. Notwithstanding anything contained in the Bid document, the successful bidder shall have to furnish an unequivocal and unqualified undertaking/declaration to indemnify BSNL at the time of signing of agreement.
11. Quote financial bid rates in rounded of rupees only (no paisa will be entertained)
12. **BSNL reserves the right for placement of full tendered quantity on the lowest bidder or a ratio of 3:1 (75&25%) for eligible L1&L2 bidder. In case any of the requirement of one bidder is irregular/not punctual then BSNL is having right to place order on other bidder irrespective of the ranking (L1 or L2) of the bidder.**

SECTION V-FINANCIAL BID

A Bidder shall bid for all items along with required support from OEM (Original Equipment Manufacturer)/ it's authorized dealers for the items given below:

Sl. No.	Required Infrastructure	No. Of Units	Estimated Procurement Cost of Tender (in Rs.)
1	High end Desktop systems for security cell with 16GB Octa core CPU	4	3,00,000
2	Server Grade Laptops	2	2,00,000
3	Vulnerability Assessment Tool	1	5,00,000
4	Penetration Testing tool	1	5,00,000
5	LAN Security Tool	1	2,00,000
6	Mind maps	1	20,000
7	E Magazine	1	20,000
8	Infographics	1	7,000

Signature of the Bidder:

SECTION VI - SERVER GRADE DESKTOPS, LAPTOPS and VAPT TOOLS TO BE PROVIDED

1. EQUIPMENTS/TOOLS REQUIRED:

Sl. No.	Required Infrastructure	No. Of Units
1	High end Desktop systems for security cell with 16GB Octa core CPU	4
2	Server Grade Laptops	2
3	Vulnerability Assessment tool.	1
4	Penetration Testing tool	1
5	LAN Security Tool	1
6	Mind maps	1
7	E Magazine	1
8	Infographics	1

2. TECHNICAL SPECIFICATIONS:

HIGH END SERVER GRADE DESKTOP AND LAPTOP SPECIFICATIONS:

SNO	Specification	Specification Name	Values
1	Processor	Processor Make	Intel
		Processor Generation	7th
		Processor	Intel Pentium G4560 (3.5 GHz, 8 MB Cache, 2 cores)
2	Motherboard	Chipset	Intel H110
3	Graphics	Graphics Type	Integrated
		Graphic Memory	2GB
4	Operating System	Operating System(Pre-loaded)	Windows 10 Pro with latest Service Pack preloaded with media and documentation and certificate of authenticity
		MS office Professional 2013 or above	Professional 2013 edition, License with media
5	RAM	Type of RAM	DDR4
		RAM SIZE (GB)	16
		RAM expandability up to (GB)	32
		RAM Speed (Ghz)	2400

3. REQUIRED FEATURES FOR VULNERABILITY ASSESSMENT TOOL

Vulnerability Assessment Tool shall include the features like configuration auditing, malware detection, scanning operating systems, network devices, next generation firewalls, databases, web servers and critical infrastructure for vulnerabilities, threats and compliance violations.

3.1. Reporting:

- a. Customize reports to sort by vulnerability or host and create an executive summary in customizable formats like XML,PDF ,HTML and CSV formats
- b. Targeted email notifications of scan results, remediation recommendations and scan configuration improvements.
- c. Validate compliance with government and industry regulations
- d. Automate report downloads using the API

3.2. Scanning Capabilities:

- a. Vulnerability scanning (including IPv4/IPv6/hybrid networks)
- b. Shall be capable of unlimited concurrent IP scans and assessments.
- c. Shall be capable of scanning geographically located Network devices.
- d. Network devices scanning shall include
 - i. **Switches/Routers:** BNG (Broadband Network Gateway), RPR, OCLAN,DSLAM,MPLS TP based switches, OLT, ONT, WLC, WAG, L2 & L3 switches, Juniper, Cisco
 - ii. **Operating systems/Servers:** Windows, OS X, Linux, Solaris, Cisco IOS, IBM iSeries,AIX , Sybase,Veritas, DNS,AAA,LDAP/TDS etc
 - iii. **Firewall/IPS:** Fortinet, Nortel etc
 - iv. **Databases:** Oracle, SQL Server, MySQL, DB2,Informix/DRDA, PostgreSQL, MongoDB etc
- e. Offline configuration auditing of network devices.
- f. **Threats:** Botnet/malicious, process/anti-virus auditing and detect viruses, malware, backdoors, hosts communicating with botnet-infected systems, known/unknown processes, web services linking to malicious content
- g. **Port scanning** shall include:
 - i. Recognize available UDP and TCP network services running on the targeted hosts and recognize open ports
 - ii. Recognize filtering systems between the user and the targeted hosts
 - iii. Determine the operating systems (OSs) in use by assessing IP responses
 - iv. Evaluate the target host's TCP sequence number predictability to determine sequence prediction attack and TCP spoofing.

3.3. Required Assessment Features:

- a. Indicative list of checks carried for Servers- Operating Systems/ Databases/ Web servers/Exchange server/Active Directories
 - i. Number of administrative user accounts
 - ii. Users with weak passwords and dormant accounts
 - iii. Insecure registry settings / configuration files
 - iv. Patches not applied / inadequate security configurations etc.
 - v. Server Assessment (OS, Security configuration etc.)
 - vi. Security Device Assessment (IOS, Security Configuration etc.)
 - vii. Website Assessment (Security configuration, security certificates, services etc.).
 - viii. Vulnerability Research and verification
- b. Indicative list of checks carried out by VA tool for Network & Security Devices– Routers/Switches / Firewalls/IPS etc.
 - i. Service configurations
 - ii. Password security etc.
 - iii. Firewall /ACLs (Access Control List)
 - iv. Access mechanisms
 - v. SNMP configuration
 - vi. Network Device Assessment (Security Configuration etc.)

4. REQUIRED FEATURES FOR PENETRATION TESTING TOOL

PT shall be able to Demonstrate and document the severity of exposures by replicating how an attacker would compromise and interact with vulnerable systems, and revealing at-risk data.

4.1. Reporting:

- a. Comprehensive, customizable reporting capabilities.
- b. Confirm exploitable vulnerabilities to plan remediation efforts.
- c. View metrics that illustrate the efficacy of layered defenses
- d. Validate compliance with government and industry regulations
- e. Remediation validation reporting capabilities.
- f. Pause/resume attacks to meet SLA requirements
- g. Leverage compromised systems as beachheads to attack other network resources through VPN and proxy pivots

4.2. Network Penetration Testing

- a. Gather network information and build system profiles
- b. Identify and exploit critical OS, device, service, and application vulnerabilities
- c. Replicate attacker attempts to access and manipulate data
- d. Embeddable Android Agent for Android devices Wireless Network Penetration Testing
- e. Assess WEP, WPA-PSK and WPA2-PSK encrypted networks
- f. Conduct man-in-the-middle attacks, intercept wireless transmissions, and insert exploits into relayed traffic
- g. Impersonate access points to target Wi-Fi enabled systems

4.3. Web Application Penetration Testing

- a. Identify weaknesses in web applications, web servers and associated databases—with no false positives
- b. Test for all OWASP Top Ten web application vulnerabilities
- c. Dynamically generate exploits that can compromise security weaknesses in custom applications
- d. Import and validate results from web vulnerability scanners to confirm exploitability and prioritize remediation
- e. Pivot attacks to the web server and backend network.
- f. Discover identities: usernames, passwords, Kerberos tickets/ e-keys, and SSH keys

Vulnerability Assessment Tools

- The Supplied Vulnerability Assessment tools shall be of commercial or professional version with perpetual license.
- Vulnerability assessment tool should be CVE compliant
- Vulnerability assessment tool supplied shall be capable of scanning targets i.e. network nodes including end user devices, the operating systems, databases, and/or Web applications residing on those nodes in an attempt to detect known vulnerabilities.
- The identified vulnerabilities shall comply to latest CVE catalogue as well as any other telecom vulnerabilities related to Network Elements / Servers used for providing ADSL, FTTH, Wi-Fi,Wi-Max, SSTP with latest versions of Technology / Protocols
- The supplied Vulnerability assessment tool shall be capable of doing the scanning of individual devices connected to the tool on one to one basis and / or a range of devices connected to the tool through LAN as well as WAN network.
- The supplied tool shall begin its assessment by performing a “footprint” analysis that involves first discovering all open ports on a device under test, then scanning these ports to enumerate all of the available services on the device to determine which services and/or software programs (including versions and patch levels) are running on the target. Then the supplied tool shall attempt to identify (patterns/ attributes of) the known vulnerabilities, in the detected services/software versions, and then report their findings as result.
- The supplied tool shall begin its assessment by performing a “footprint” analysis that involves first discovering all active nodes on the network, then scanning them to enumerate all of the available network services on each host to determine which network services and/or software programs (including versions and patch levels) are running on the target. Then the supplied tool shall attempt to identify (patterns/ attributes of) the known vulnerabilities, in the detected services/software versions, and then report their findings as result.
- Active scanning i.e. scanning followed by validation of the detected vulnerabilities shall be performed by the supplied tool to verify that those vulnerabilities are, in fact, both present as well as exploitable. The tool shall be capable of analysing false positives i.e., the instances in which the scanner detects a pattern or attribute indicative of a likely vulnerability, which upon further analysis proves to be either not present or not exploitable.
- vii. The supplied Vulnerability Assessment tools shall be capable of scanning a number of network nodes, both local and remote, including networking and networked devices (Mobiles, Modems, set top box etc. switches, routers, firewalls, printers, etc.), as well as

server, desktop, and portable computers. Each purchased single user license of the tool shall support testing of devices simultaneously.

- The reports generated by the supplied vulnerability assessment tool shall also provide prioritization, exact remediation for individual vulnerabilities, and recommendations on how to fix and improve the security of the overall network in line with the best practices.
- There shall not be any need to load or maintain any client software on the targets i.e. device under test
- The vulnerability knowledge database for this tool shall comprise of all the published vulnerabilities related to Network Elements / Servers used for providing ADSL, FTTH, Wi-Fi, Wi-Max, SSTP with latest versions of Technology / Protocols
- The library of the vulnerability assessment tools shall be updated on a regular basis with the most recent security vulnerabilities and shall contain a complete trigger list of all possible known attacks e.g. DDoS, Buffer overflow, SQL injection, eavesdropping, session hijacking, APT, BOTs etc.
- It shall be capable of scanning all the operating systems, firmware, databases, protocols and applications being used by telecom equipment, smartphones, tablets, dongles, modems, all types of wireless access points, routers, switches and perimeter devices e.g. firewalls, IDSs, IPSs, UTMs etc.
- The supplier shall provide suitable on-site mechanism to customize the format of the report generated by the tool as per the requirement of the BSNL

Penetration Testing Tool

- The Supplied Penetration Testing tools shall be of commercial or professional version with perpetual license.
- Penetration testing tool shall be capable of launching attacks on targets /systems under test for exploiting the detected vulnerabilities
- It shall determine whether the detected vulnerabilities are actually exploitable
- This tool shall correlate and prioritize results to deliver an accurate, risk ranked list of issue to ensure that the most serious issues are addressed first. It shall generate actionable data in the form of detailed reports highlighting risks of targeted systems, tests conducted, vulnerabilities exploited, and attack paths followed plus links to patches for the detected vulnerabilities and other remediation data
- It shall have the capabilities of addressing a wide range of threat vectors related to various types of networks and end user devices
- It shall also have the capability of development of new customized exploits, as well as augmentation or modifications in the existing exploits.
- The tool shall be platform independent and shall have a user friendly web based GUI
- The supplier shall provide a suitable mechanism to customize the format of the report generated by the tool as per the requirement of the BSNL.
- The supplier shall update its library of exploits on a continuous basis as per the CVE catalogue updation
- All the exploits must be thoroughly tested prior to its incorporation in the SECURITY TEST lab.

SECTION VII

FORM -I

BID FORM

Tender No.....

Date.....

A: (Name & Address of the Purchaser)

Dear Sir,

- 1 We, undersigned, offer to supply of Server Grade Desktops, Server Grade Laptops and VAPT Tools in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
- 2 We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
- 3 If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for an amount equal to 5% of the contract sum for the due performance of the Contract.
- 4 We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- 5 Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 6 Bid submitted by us is properly sealed and prepared so as to prevent any subsequent and replacement we have submitted EMD of Rs.36,000/- in the form of D.D (D.D drawn in favour of **Internal Financial Adviser, BBNW, New Delhi**) in the prescribed proforma along with the Bid.
- 7 We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this Day of2018

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness.....

Address.....

Signature

Signature of the Bidder:

PERFORMANCE SECURITY BOND FORM

1. In consideration of Bharat Sanchar Nigam Limited, Broadband Networks, Bangalore (here in after called the BSNL, Broadband, Networks, Bangalore) having agreed to exempt _____ (here in after called the said bidder(s) from the demand of security deposit/earnest money of Rs. _____ on production of Bank Guarantee for Rs. _____ for the due fulfilment by the said bidders of the terms & conditions to be contained in an Agreement dated _____ and Tender document no. _____ (herein after referred to as Agreement) in connection with the contract for supply of _____ we, (name of the bank) _____ (hereinafter referred to as "the Bank") at the request of _____ (Bidder (s) do hereby undertake to pay to the BSNL, Broadband, Networks, Bangalore an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL, New by reason of any breach by the said bidder(s) of any of the terms & conditions contained in the said agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL, Broadband Networks, Bangalore stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the BSNL, Broadband Networks, Bangalore by reason of breach by the said bidder(s) of any of the terms & conditions contained in the said agreement or by reason of the bidder(s) failure to perform the said Agreement or breach of any terms and conditions of contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL, Broadband Networks, Bangalore in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____

3. We undertake to pay to the BSNL, Broadband Networks, Bangalore any money so demanded not with standing any disputes raised by the bidder(s)/supplier (s) in any suit or proceeding pending before any court of tribunal relating thereto our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s)/supplier(s) shall have no claim against us for making such payment

4. We (name of the bank)_____further agree that the guarantee herein contained shall remain in full force and effect initially for a period of one year from the date of acceptance and further agree to extend the same from time to time (one year at each time). It shall continue to be enforceable till all the dues of the BSNL, Broadband Networks, Bangalore under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL, Broadband Networks Bangalore certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said bidder(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of ONE YEAR from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) further agree with the BSNL, Broadband Networks Bangalore that the BSNL, Broadband Networks, Bangalore shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or extend time of performance by the said bidder(s) from time to time or to postpone for any time to time any of the powers exercisable by the BSNL, Broadband Networks, Bangalore against the said bidder(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said bidder(s) or for any forbearance, and or any omission on the part of the BSNL, Broadband Networks, Bangalore or any indulgence by the BSNL, Broadband Networks, Bangalore to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the bidder(s)/supplier(s).

7. We (name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent.

This guarantee is valid from _____ to _____

Dated _____

For _____

(Indicating the name of the bank)

N.B.: This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the stamp act.

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on _____ or before date of bid opening)

To
Divisional Engineer (Admn.),
O/o Principal General Manager,
Broadband Networks,5th Floor
Bangalore East Telephone Exchange
Lazar Road,Bangalore-5.

Sub: - Authorization for attending bid opening on _____ (date) in the
tender of _____.

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

Order of Preference	Name	Specimen Signature
I.		
II.		

Signature of Bidder / Authorized Signatory

- Note 1. Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

Signature of the Tenderer

CERTIFICATE ON NON-PARTICIPATION

(Certificate on non-participation of near relatives in the Tender called for supply of Server Grade Desktops, Server Grade Laptops and Vulnerability Assessment and Penetration Testing (VAPT) Tools for the O/o PGM,Broadband Networks,Lazer road,Bangalore-05 dated -----)

CERTIFICATE

I _____ S/o _____
Resident of _____ hereby certify that none of my relatives as defined is (are) employed in the BSNL. In case at any stage it is found that the information given by me is false/ incorrect, the PGM (Broadband Networks), Bangalore shall have the absolute right to take any action as deemed fit/without any prior information to me.

Signature of the Proprietor/Authorized Signatory

- 1.
- 2.
- 3.

Signature of the Tenderer

PRICE SCHEDULE

Schedule of Requirement and rates for

Supply of Server Grade Desktops, Server Grade Laptops and VAPT Tools

(Please quote in both words and figures in Rupees only)

PRICE BID

Sl.No (a)	Name (b)	Basic Rate of Item (c)	Margin (d)	Total (e) C+d	Total Qty (f)	Net total (g) (e x f)	GST (as applica ble) (h)	Grand Total (i)
1							In %	

Total Amount including GST

In Figures	In Words

Signature of the bidder with seal

BID SECURITY FORM

No.....

Date.....

To

Divisional Engineer (Admn.),
 O/o Principal General Manager,
 Broadband Networks,5th Floor
 Bangalore East Telephone Exchange
 Lazar Road, Bangalore-5.

Whereas.....(Hereinafter called "the bidder") has submitted its bid dated.....For supply of Server Grade Desktops, Server Grade Laptops and VAPT Tools vide Tender No.----- dated.....KNOW ALL MEN by these presents that WE..... of having our registered office at (Hereinafter called 'the Bank') are bound unto BSNL in the sum of Rs.....for which payment will and truly to be made of the BSNL. The Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

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

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

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

(c) Fails or refuses to perform their duties fully or partially to the satisfaction of BSNL.

We undertake to pay the BSNL up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand. BSNL will not that the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

Signature of the Bidder:

This guarantee will remain in force as specified Sec II of the Bid document up to 180 days and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness

Address of witness

Signature of the Bank Authority

Name

Signed in capacity of

Full address of Branch

Tel No. of Branch

