

Price Rs. 2360/-
(Non-refundable)



BHARAT SANCHAR NIGAM LTD.

(A Govt. of India Enterprise)

**No: EBU/TN/P1/ SI Empanelment/ New Guidelines/2017-18/1--Dated at
Chennai 16/08/2017**

APPLICATION

FOR

**EMPANELMENT OF SYSTEM INTEGRATORS (SIs) in
National/Circle/Circle Silver category**

**For the supply, installation, integration and maintenance of Networking
equipment for the Establishment of Customer's Private network on
Turnkey basis through System / Network Integrator (SIs).**

(Please check that all the pages are intact in the document)

Name of SI

Designation

Signature of SI

As a token of acceptance of all Clauses.

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BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
Enterprise Business Unit, BSNL, Tamilnadu circle
O/o Chief General Manager
New Administrative Building, No-16, Greams Road
Chennai-6

No: EBU/TN/P1/ SI Empanelment/ New Guidelines/2017-18/1--Dated at
Chennai 16/08/2017

NOTICE INVITING EOI - OPEN ENDED

WAX sealed Expression of Interest is invited by Chief General Manager, BSNL, Tamilnadu circle from Eligible IT/Networking firms for empanelment of system integrators (SI) to Enterprise Business, BSNL, Tamilnadu Circle.

1.	Office of Issue	Enterprise Business Unit O/o Chief General Manager BSNL, Tamilnadu Circle No.16, New Administrative Building, Greams Road Chennai-6.
2.	Name of Work	Expression of Interest for the empanelment of system integrators to Enterprise Business , BSNL, Tamilnadu Circle <ul style="list-style-type: none">• For the supply, installation, integration and maintenance of Networking Equipment for the Establishment of Customer's Private network on Turnkey basis through System / Network Integrator (SIs).
3.	Scope of the work	As per EOI document
4.	Cost of the Form	Rs. 2360/- inclusive of all taxes (Non Refundable)
5.	Sale of Forms	On continuous basis
6.	SD to be deposited along with Application form	Security Deposit (SD) <ul style="list-style-type: none">• National Category- Rs 1 Lakh• Circle Category- Rs 50,000/- in the form of a Bank Guarantee from any scheduled bank valid for One year• Circle Silver category- Rs 10,000 in the form of Bank Guarantee from any scheduled bank valid for One year or a cash receipt of BSNL
7.	Last date of submission	On continuous basis
8.	Opening of EOI	Shall be opened and evaluated on monthly basis
9.	EOI documents available in the website	http://tamilnadu.bsnl.co.in/ Business Opportunities in BSNL
10.	Contact details	Assistant General Manager (EB),/SDE (EB) O/o General Manager (EB) , BSNL,Tamilnadu circle, No. 16, New Administrative Building, Greams Road, Chennai-6. SDE EB- Landline-044-28292897, Mobile-9486100042, AGM EB- Land line-044-28292869, Mobile- 9486100126.



1. Introduction

- 1.1 Bharat Sanchar Nigam Limited (BSNL) is a major telecommunication service provider in India.
- 1.2 BSNL serves its customers with a wide bouquet of telecom services namely Wire line, CDMA mobile, GSM mobile, Internet, Broadband, MPLS-VPN, VSAT, VoIP, IN Services, FTTH, etc.
- 1.3 BSNL also provides point to point Leased line, Internet leased line, MPLS-VPN, VPN over Broadband, VPN over EVDO, VPN over 3G etc.
- 1.4 BSNL provides IDC, Video Conferencing, Voice over IP (VoIP) and a host of other value added services that could revolutionize the way a corporate business works.
- 1.5 A number of important customers viz. Corporate Houses, Nationalized/Private Banks, Financial Institutions, State Governments, Educational Institutions and various Micro Small and Medium Enterprises need dedicated connectivity for its business needs.
- 1.6 Also at most of the occasions they look toward connectivity provider for establishment of Private Wide Area Network and complete networking solution for them on turnkey basis including supply, installation, integration and maintenance of networking equipment.
- 1.7 Some of the organizations are also inviting bids through open tender for providing leased connectivity and for setting up of WAN for them. In order to acquire and maintain the business, Telecom Circles have to participate and compete in the tenders alone and with other service providers.
- 1.8 Enterprise Business, a unit of BSNL, Tamilnadu Telecom circle provides Total Telecom solution to Enterprise customers on single window basis. Enterprise Business unit is established in each circle of BSNL under GM (EB) of that circle.



The basic Objective of this EOI is to enable BSNL, Tamilnadu Circle to provide complete end-to-end solution to esteemed customers for which BSNL intends to have a tie up with System Integrators (SI) **for the supply, installation, integration and maintenance of Networking equipment for the Establishment of Customer's Private network on Turnkey basis** In case required, they will also do all the operations and maintenance activities related to customer end on co-ordination with concerned agencies.

- 1.9 If the customer who is already having BSNL services and requires only hardware, the SI has to supply the required hardware.
- 1.10 **This empanelment will be an open ended process and any SI who fulfills the eligibility criteria may apply in this EOI at any time.**



2.0 Eligibility Criteria:

- 2.1 BSNL requires services of System/Network Integrators, who will be responsible to supply network equipment, configuration and integration with existing network, operation, maintenance and support related to customers.
- 2.2 The Network Integrators shall be categorized as National System Integrator/Circle System Integrator/Circle-Silver System Integrators and basic structure and scope would be as below:

2.3 System Integrator (SI) Structure:

Category of SI	Basic Criteria		Scope of Service
National	Average Turnover (for IT/Networking business) for last two years	₹ 20 Cr.	All the business of the Circle.
	Bank Guarantee (BG)	₹ 15 Lakh	
	Minimum Experience of WAN implementation on turnkey basis.	20 PoPs	
	Minimum Support Centre	20	
Circle	Average Turnover (for IT/Networking business) for last two years	₹ 3 Cr.	All business, of the Circle provided, execution limited to three Circles#.
	Bank Guarantee (BG)	₹ 3 Lakh	
	Minimum Experience of WAN implementation on turnkey basis.	5 PoPs	
	Minimum Support Centre	5	
Circle-Silver	Average Annual Income as per ITR or Turnover as per balance sheet as applicable, for last two years	₹ 20 Lakh	All business, of the Circle provided, execution limited to home Circle or part of Circle
	Bank Guarantee (BG)	₹ 50,000	
	Minimum Experience of WAN implementation on turnkey	2 PoPs	
	Minimum Support Centre	One	



2.4 . Detailed Eligibility and Operational Criteria of SI:

SN	National & Circle Sis	Circle-Silver SIs
a	SI shall be an IT/Networking sector company.	SI may be an Individual or Proprietorship/partnership concern.
b	SI or its parent company should be a public limited or private limited company registered in India.	SI may be an individual/Proprietor/partnership Concern/LLP/Company and registered as per commercial laws to undertake the activities mentioned in scope of empanelment.
	The SI should have a valid CST/State VAT/TIN/GST registration certificate as applicable. (Copies of relevant tax/registration certificates to be submitted before any work order to SI).	
c	Each applicant for its empanelment as SI will need to submit refundable Security Deposit (SD) of ₹1Lakh and ₹50,000 for National and Circle Level empanelment respectively, in the form of a Bank Guarantee from any scheduled bank valid for One year	Each applicant for its empanelment as SI in Circle-Silver category will submit refundable Security Deposit (SD) of ₹ 10,000 in the form of Bank Guarantee from any scheduled bank valid for One year or a cash receipt of BSNL for this purpose.
d	A Bank Guarantee (BG) valid for five and half years shall be submitted by applicants once selected for the empanelment of ₹ 15 Lakhs and 3 Lakhs for National and Circle level SIs respectively for abiding by the general rules of empanelemnt agreement. The refundable SD of ₹1.0 Lakh and ₹ 50,000 respectively submitted at the time of application for empanelment would stand released thereafter.	A Bank Guarantee (BG), valid for five and half years shall be submitted by applicants once selected for the empanelment of ₹ 50,000 for abiding by the general rules of empanelemnt agreement. The refundable SD of ₹ 10,000 submitted at the time of application for empanelment would stand released thereafter.
e	SI shall also submit additional PBG of at least 5% of the P.O. value, whenever a work is awarded to Network/ SI valid for the duration of the project. However, in tender cases SI shall submit EMD/PBG as per customer requirement on back to back basis.	SI shall also submit additional PBG of at least 5% of the P.O. value, whenever a work is awarded to SI valid for the duration of the project. However, in tender cases SI shall submit EMD/PBG as per customer requirement on back to back basis.



f	SI shall be a direct owner of technology or have a direct teaming agreement with each of technology companies directly or with their authorized channels that form the core building block for WAN or related project implementation. The core building blocks may be classified as servers, computers, computer peripherals, routers, LAN Switches/hubs, firewall, leased line modems, ISDN backup devices, connectors and basic computer related software etc.	SI shall have tie up and technical arrangement directly with the technology company or thorough its authorized dealer whose equipment has been used in delivery of the WAN/LAN so as to ensure long term support to the core building block for WAN/LAN or related project implementation. The core building blocks may be classified as servers, computers, computer peripherals, routers, LAN Switches/hubs, firewall, leased line modems, ISDN backup devices, connectors and basic computer related software etc.
g	The SI should provide letters of support from OEM or its authorized channels of OEM stating that their solution will be supported on the platform proposed by SI for minimum two years and as per customer requirement.	The SI should provide letters of support from OEM or through its dealer/associate stating that the solution/equipment will be supported at all standard platforms for minimum two years and as per customer requirement.
h	SI shall provide 24X7 help center either web- based or IVR based. SI shall ensure consultation, assistance and advice within four hours or as defined in SLA entered with customer. In other cases, complaint may be attended within eight hours.	SI shall maintain 24X7 help number. SI shall ensure consultation, assistance and advice within four hours or as defined in SLA entered with customer. In other cases, complaint may be attended within eight hours.
i	The technical team of SIs will assist BSNL in coming out with the cost effective solution for the customers and will be required to give joint presentation with BSNL to	
	The software up gradation for the first year shall be provided by the SI free of cost. However, SI will continue to provide up gradation on chargeable basis for subsequent years.	
j	SI shall support SLA requirements of BSNL customers and ensure its compliance. In case SLA commitments are not met, SI shall be responsible for payment of penalties, if any, imposed by the customer.	
k	Validity of the empanelment agreement shall be Five years.	

2.5 The SI Policy would be non-exclusive, walk-in & Open for all eligible categories .

2.6 The monetary limit for any project would be ₹ 30 Lakh in Silver Category.



3.0 Terms and condition:

- 3.1 BSNL, Tamilnadu circle will engage SI For the supply, installation, integration and maintenance of Networking Equipment for the Establishment of Customer's Private network on Turnkey basis through System / Network Integrator (SIs). It is a Non-exclusive agreement.
- 3.2 The short-listed SI's need to sign an agreement with BSNL for five years as per format specified in Annexure-C.
- 3.3 The short-listed SI's need to submit the Performance Bank Guarantee in time for the amount mentioned in the eligibility criteria for the category they are selected as per format specified in Annexure. Normally the time period is 21 working days from the date of intimation from BSNL.
- 3.4 The technical team of SIs will assist BSNL in coming out with the cost effective solution for the customers and will be required to give joint presentation with BSNL to customers.
- 3.5 The software up gradation for the first year shall be provided by the SI free of cost. However, SI will continue to provide up gradation on chargeable basis for subsequent years. If any software up gradation is provided free of cost by OEM the same should be extended to BSNL free of cost.
- 3.6 SI shall support SLA requirements of BSNL customers and ensure its compliance. In case SLA commitments are not met, SI shall be responsible for payment of penalties, if any, imposed by the customer.
- 3.7 SI will also conduct technical seminar for BSNL Officers to make them conversant about their product capabilities vis-à-vis customer requirement.
- 3.8 SI will also give training to BSNL officers/customers free of cost in various products as per the schedule fixed by BSNL
- 3.9 SI will also provide relevant equipment free of cost for demonstrating the capability of VPN/Data solution/voice solution, if the same is required by the customer.
- 3.10 SI will also participate in the customer meet conducted by BSNL in various SSAs in Tamilnadu demonstrating various products to customers. Prior intimation will be given to SIs by mail by BSNL for participation.



- 3.11 The Discount structure for the cases where SI brings business for BSNL will be informed later. The Discount structure can be changed or the Discount can be removed / altered / augmented as per market conditions or BSNL policy. The decision of BSNL in this regard will be final and binding.
- 3.12 The SI need to mention the make and model of the equipment which he will be supplying. Though exact requirements will be as per customers request yet the general technical specification of the Networking equipment . is attached at annexure for information.
- 3.13 SI will also help and extend support to Key Account managers in customer meeting etc.
- 3.14 Empanelled SIs can also be engaged by the CGM Telecom Circle / Telecom Districts for providing support to customers.
- 3.15 SIs will use their own distribution network. The area of operation will be as per their category of selection.
- 3.16 The terms and conditions of the Agreement are subject to modification by mutual agreement based upon the request of either party. In case of no agreement being reached in such cases, BSNL reserves the right to terminate the agreement as per the provisions of this agreement.
- 3.17 The hardware required for Commissioning of the project must be made available by the SI as per schedule given in PO. Normally the Commissioning of the project will be **within five weeks** from the date of issue of Advance Purchase Order or as per the requirement of the customer. Priority will be given to customer requirement.
- 3.18 SI will depute appropriate resources to monitor and manage the progress of the project.
- 3.19 The warranty period of the hardware will differ on project to project basis as per the requirement of the customer.
- 3.20 In case of BSNL being lead bidder and the terms and conditions required by customers are different and stringent then the terms and conditions as required by customers would override the standard conditions of this EOI. Customer's conditions will have to be satisfied on back to back basis. The



decision of BSNL will be final and binding.

- 3.21 SI shall provide maintenance and support services to customer in respect of the Equipment for new customer sales.
- 3.22 SI shall carry out quarterly preventive visit to each customer site, if the equipments are under warranty or AMC with the SI.
- 3.23 If any sum of money due and payable to the SI shall be appropriated by BSNL and the same may be set off against any claim of BSNL for payment of a sum of money arising out of this Agreement or under any other Agreement / contract made by the SI with BSNL.
- 3.24 Network Integrator shall support SLA requirements of BSNL customers and ensure its compliance. In case SLA commitments are not met, Network integrator shall be responsible for payment of penalties, if any, imposed by the customer. This is applicable for bandwidth business from SI and also for hardware business.
- 3.25 The liability to insure the merchandise, if any, in the outlet(s) and in the possession of the SI will be of the SI and the liability for any loss or damage due to any fire, burglary, theft, etc. will be that of the SI.
- 3.26 The price which will be quoted by system integrators for hardware should be reasonable and should match with market price.
- 3.27 The SI shall be fully responsible for the employment or payment of wages to its employees and shall fully comply with all laws, rules, regulations, notifications, directions orders etc. of the Govt. whether Central, State, Local or Municipal relating to such employment, payment of wages etc. and all other matters connected therewith and hereby indemnifies and agrees to continue indemnifying BSNL in this regard.
- 3.28 In the event of termination of this agreement consequent upon breach of any of the terms of this agreement by SI, or if SI fails to perform / execute the contract, SI shall be debarred by BSNL for a period of one year for all future dealings with BSNL, Tamilnadu Circle. The same shall be intimated to other Circles of BSNL for all future dealings.
- 3.29 The partnership details with OEM should be submitted.



- 3.30 Notice inviting sealed quotations will be called by Standing Committee Tamilnadu circle for Non BSNL portion.
- 3.31 The approved empanelled system integrators should submit quotes for the hardware requirements called by Enterprise Business Unit. If any SI has not submitted quotes for consecutive three requirements it will be reviewed by BSNL for further action. There is a possibility of forfeiting the portion of the PBG submitted by the SI.
- 3.32 The specific reason for not submitting the quotes should be intimated to BSNL. The decision of BSNL is final in this regard.
- 3.33 All purchase orders/work orders issued by BSNL should be implemented as per the time frame.
- 3.34 Special terms and conditions will be issued for each hardware requirement
- 3.35 The hardware supplied by SI should comply with the OEM's specifications of hardware
- 3.36 Each empanelled SI will be fixed with a target of generating business in providing turnkey solutions
- 3.37 A review meeting will be conducted by BSNL on monthly basis for reviewing the performance of SIs.
- 3.38 The EOI documents received from the firms does not match the eligibility criteria mentioned above will be likely to be rejected.
- 3.39 The **charges and other tariff charges** by the **BSNL** for the Services are the sole prerogative of the **BSNL** and the **SYSTEM INTEGRATOR** shall not represent to subscribers any charges other than those as prescribed by the **BSNL** for subscription to the Services. Normally the standard tariff along with any bulk booking discounts are available on the official web site of BSNL corporate office and the same can be taken as BSNL offered prices by the System Integrators.
- 3.40 In case of competitive tariff from the competitor and / or any specific requirement of the customer the System Integrator will bring it to the notice of nodal officer for necessary decision. As per the decision further action will be taken by the System Integrator.



- 3.41 The specific decisions so taken by the BSNL is for a particular case only and the System Integrator is not authorized to quote the same to other parties unless and until the same has been authorized by BSNL.
- 3.42 BSNL reserves the right to appoint any number of System Integrators in this category. BSNL also reserves the right to create other categories of System Integrators to serve a particular segment of customers. The Data segment market is growing at a very high pace and each SI's appointed through this EOI will have to meet targets which will be fixed by BSNL.
- 3.43 BSNL reserves the right to engage SI on mutual terms and conditions for various support systems as agreed between the parties for improving the customer confidence, for providing support, either fully or partially. BSNL Tamilnadu Circle expects the following from system integrators..
- 3.43.1 One window interface for all its requirements for provisioning, operation and after sales services.
 - 3.43.2 Fast provisioning of the services.
 - 3.43.3 Reliable quality services during operations.
 - 3.43.4 In case of fault, attending the same within reasonable period of time and with desired promptness.
 - 3.43.5 For providing improved SLA to customers.
- 3.44 Delivery of equipment purchased through SI for the customers as per customers' requirements will be SI's responsibility at their cost. The hardware will be delivered by the SI at their cost in customer premises. It is the responsibility of the SI to deliver the equipment to the customer under proper receipt. Timely supply is SI's responsibility.
- 3.45 Validity of the empanelment agreement shall be Five years.
- 3.46 All laws of land will be applicable.



4.0 Scope of the Work

System Integrator empanelment is done in providing networking solution in the following scenario

- 4.1A number of important customers viz. Corporate Houses, Nationalized/Private Banks, Financial Institutions, State Governments, Educational Institutions and various Micro Small and Medium Enterprises need dedicated connectivity for its business needs. Also at most of the occasions they look toward connectivity provider for establishment of Private Wide Area Network and complete networking solution for them on turnkey basis including supply, installation, integration and maintenance of networking equipment. Some of the organizations are also inviting bids through open tender for providing leased connectivity and for setting up of WAN for them. In order to acquire and maintain the business, Telecom Circles have to participate and compete in the tenders alone and with other service providers.
- 4.2 One of the major activities for providing total Network Solutions is procurement of networking equipment & its integration in the network. Since such projects are time bound, it may not be possible to follow normal procurement procedure for procurement of equipment and service required to establish the networks on account of the various reasons such as:
- 4.3 Projects being time bound and are to be completed within the timeframe specified by the customer.
- 4.4 Enormous delay will be encountered for finalization of the tender and we may end up selecting the lowest bidder who may not be a reputed vendor or the equipment he offers may not be meeting the requirement of the customers.
- 4.5 The procurement process for such equipment needs to be looked into on a different perspective. Here the customer is going to pay the cost of the equipment. BSNL is adding margin over it.
- 4.6 The components involved in the network design are decided according to the requirement of the customer and the equipment are available with limited vendors.



5 Allocation of work of Network Integration and supply:

- 5.1 SI who makes all efforts in On-boarding the customer shall be extended all out support and shouldn't be subjected to undue competition.
- 5.2 But it is also a fact that most of the business on nomination comes out of customer's faith in the fair and transparent policies of BSNL at large. It becomes more important when the end customer is Government or its subsidiary and awards work to BSNL on nomination basis, BSNL itself being a Govt. Company. So, with a larger business interest in view, the policy of "Bring It Get It" on back to back basis can only be adopted in rare cases where the client gives clear choice for a particular SI, with its rates and the solution. Otherwise, the prevalent practice of exploring best rates from empanelled vendors/SIs by the Circle Standing Committee should continue.
- 5.3 However, the efforts of SI can't be undermined in bringing the customer on board may it be a Government or Private and involves continuous visits presentations and perusals at different levels and to appreciate the same and in order to give an edge to such SIs (Incumbent SI), who nurtured the business, must be given a choice if he is eligible and can meet the competition by way of providing "First Right of Refusal" at the L1 rates, determined by existing sealed bid method from the eligible sources.
- (i) In case the incumbent SI is non L1 and chooses not to accept L1 rates, the L1 SI/Vendor has to work on his quoted rates. In case L1 SI/Vendor refuses to work, then he shall be debarred for one year to participate in tender from date of refusal, along with other penal actions under empanelment.
- 5.4 The genuineness of rates however would continue to be vouched by the Circle Standing Committee. **Customer Requirements:** All equipment / services / IT integration requested by the customer apart from BSNL data services shall be considered as the customer requirement. The guiding principle is anything asked by customers is customer's requirement.
- 5.5 **Lease or Rental Model** At times customer wants the equipment and services to



have on Lease/rental. In such cases the investments will be done by SI, if they so like.

- (a) Many a times the customer wants to have back up link on RF / VSAT the same can also be dealt as per the procedure mentioned above, as the main intention is to provide total solution to the customer. The SI should be ready to submit the RF /VSAT equipment on rental/Lease as per the customer requirement.

6. **Payment terms:**

- 6.1 The customer payment will be obtained by BSNL for the supply, installation, integration and maintenance of Networking Equipment for the Establishment of Customer's Private network on Turnkey basis through System / Network Integrator (SIs). Back to back payment arrangement will be there from BSNL to SI for supply, configuration and maintenance of Customer's End Equipment in their network on LAN / WAN etc..
- 6.2 For each project as per the customers requirement, BSNL will issue a PO for non-BSNL portion to SI containing details of products/services along with approved price, terms and conditions of the same.
- 6.3 Normal payment condition shall be that 75% payment will be made on delivery of hardware and 15% on completion of installation of the project and acceptance of the same by the customer and balance 10% after one year on monitoring the performance of the hardware or on submission of PBG for 10% value of the P.O for the period up to the duration of the project. The duration of the project includes warranty and AMC if required by the customer. 100% System Integration charges will be paid after successful completion of installation and commissioning of the project . The payment terms will vary as per the payment terms of the customer on project by project basis. The AMC payment will vary on project to project basis as per the receipt of the payment from the customer.

7.0 **Penalty Clause:**

- 7.1 Any delay in supply of equipment shall attract liquidated damages (LD) @ 0.5% of the total value of the delayed equipment for a delay of every week or



part thereof for the first ten weeks and @ 0.7% per week for the next 10 weeks of delay subject to a maximum of 12%.

- 7.2 **Delayed commissioning for hardware:** The commissioning of total network including supply of the equipment is to be completed as per P.O from the date of receipt of PO by SI. A penalty at the rate of 0.5% of the cost of hardware of the location not completed shall be payable per week of delay or part thereof subject to a maximum of 5% for that site. If the delay is more than ten weeks, then BSNL shall have the right to terminate the project with a penalty of 5% of total work order cost and get the work done at the cost and risk of the SI from any other vendor. The penalty clause may vary as per the SLA with the customer. The penalty for delayed commissioning for bandwidth portion remains same or as per the SLA committed with the customer if there is bandwidth business from SI.

7.3 **Non-adherence to SLA, which BSNL has committed to customer :**

- 7.3.1 SI shall support SLA requirements of BSNL customers and ensure its compliance. In case SLA commitments are not met, SI shall be responsible for payment of penalties, if any, imposed by the customer
- 7.3.2 Without prejudice to its rights and any other remedy, BSNL may en-cash PBG in case of any breach of terms and conditions of the agreement or in case of business loss suffered by BSNL due to failure of service on the part of SI in turnkey solutions.

8.0 AGREEMENT :

- 8.1 **Duration of Agreement:** The agreement shall be valid for a period of **Five YEARS** from the date of signing the Agreement unless revoked earlier for whatever reasons. If at any stage during the tenure of this agreement, it comes to the notice of BSNL, directly or through some other complaint, that the System Integrator had misrepresented the facts or submitted any false information or hidden any information, which could have affected the



signing of this agreement with the System Integrator this agreement shall stand terminated immediately under intimation to the System Integrator.

8.2 Extension of Agreement:

8.2.1 BSNL may extend, if deemed expedient, the period of agreement by one year at one time in mutual agreement with the System Integrator on same terms and conditions. Further extensions in terms of one year will be given on request of the SI, based on their performance. The decision of BSNL shall be final in regard to the grant of extension.

8.2.2 After the expiry of initial agreement period of five years, BSNL reserves the right to refuse the request for extension, modify some/ all the clauses of the agreement.

8.3 Restrictions on 'Transfer of agreement': The System Integrator shall not assign or transfer its right in any manner whatsoever under this agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the agreement to any third party either in whole or in any part i.e. no sub-contracting/ partnership/ third party interest shall be created.

8.4 Liability: Except as provided in this Agreement, hereinabove, neither party shall be liable to other party or any other party by virtue of termination of this Agreement for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leases, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of this Agreement.

8.5 Suspension, Revocation or Termination of agreement:

8.5.1 BSNL reserves the right to suspend the operation of this agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities. In such a situation, BSNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the agreement will not be a cause or



ground for extension of the period of the agreement and suspension period will be taken as period spent. During this period, no charges for use of the facility of the System Integrator shall be payable by BSNL.

8.5.2 BSNL may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of Three month issued to the System Integrator at its registered office, terminate / or suspend this agreement under any of the following circumstances:

- a) The System Integrator failing to perform any obligation(s) under the EOI.
- b) System Integrator failing to rectify, within the time prescribed, any defect as may be pointed out by BSNL.
- c) Non adherence to SLA which BSNL has committed to agreement;
- d) The System Integrator going into liquidation or ordered to be wound up by competent authority.
- e) EITHER PARTY may terminate the agreement, by giving notice of at least Three months in advance. The effective date of surrender of agreement will be three months counted from the date of receipt of such notice by the other party or the authority that signed the agreement on behalf of other party.
- f) If the System Integrator is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to BSNL in writing. In that case, the written notice period can be modified by BSNL as deemed fit under the circumstances. BSNL may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as it feels fit under the circumstances.
- g)** It shall be the responsibility of the System Integrator to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable



for termination at risk and consequent of System Integrator and Performance Bank Guarantee shall be forfeited, without any further notice.

- h) Breach of non-fulfillment of Agreement conditions may come to the notice of BSNL through complaints or as a result of the regular monitoring. Wherever considered appropriate, BSNL may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the System Integrator or not? The System Integrator shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry.

8.5.3 Actions pursuant to Termination of Agreement: Notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement.

- a) Neither Party shall represent the Other Party in any of its dealings.
- b) Neither Party shall intentionally nor otherwise commit any act(s) as would keep a third party to believe that the other Party is still the former Party's service provider, as the case may be.
- c) Each party shall stop using the other Party's name, trademark, etc., in any audio or visual form.
- d) The expiration or termination of the Agreement for any reason whatsoever shall not affect any obligation of either Party having accrued under the Agreement prior to the expiration or termination of the Agreement and such expiration or termination shall be without prejudice to any liabilities of either Party to the other Party existing at the date of expiration or termination of the Agreement.
- e) The SI has to provide support for hardware supplied by them to BSNL customers which are under warranty even after the termination of agreement



9. **Dispute Settlement** :

9.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CGM TN circle. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.

9.2 There will be no objection to any such appointment on the ground that the arbitrator is a BSNL Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CGM TN Circle, BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

9.3 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

9.4 The venue of the arbitration proceeding shall be at Chennai.

10.0 Performance Bank Guarantee: -

10.1 The Performance Bank Guarantee to be submitted by each SI after empanelment shall be Rs 15 Lakhs and 3 Lakhs for National and Circle level SIs respectively and Rs 50,000 for Circle Silver category for abiding



by the general rules of empanelemnt agreement. from a Nationalized/Scheduled bank, before signing the agreement and submission of proposal to the customer, for ensuring full compliance of agreement conditions. Initially, the PBGs shall be valid for at least five and half years from the date of signing of agreement (effective date) of the service and shall be renewed from time to time till the expiry of agreement and 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 supply

10.2 The SI shall install, configure and maintenance of customer end equipment for the full period of warranty / AMC as applicable. The validity of the PBG will be Six months more than the project duration. The Project duration includes warranty and AMC, if any required by the customer.

10.3 BSNL has the right to en- cash the bank guarantee and to convert into a cash security without any reference to the SI and his risk and cost if there is any breach of terms and conditions of the agreement. No interest or compensation whatsoever shall be payable by BSNL on such encashment

11.0 Force- Majeure : If at any time, during the continuance of this agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the System Integrator), fire, floods, natural calamities or any act of God (hereinafter referred to as **event**), provided notice of happenings of any such event is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the agreement, nor shall either party have any such claims for damages against the other, in respect of such



non-performance or delay in performance. Provided Service under the agreement shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. The decision of BSNL as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive. However, the Force-majeure events noted above will not in any way cause extension in the period of the agreement.

12.0 CONFIDENTIALITY OF INFORMATION & INTELLECTUAL PROPERTY :

- 12.1 Subject to conditions contained in this Agreement, the System Integrator shall take all necessary steps to safeguard the privacy and confidentiality of any information about BSNL and its subscribers from whom it has acquired such information by virtue of the Service provided and shall use its best endeavors to secure that:
- 12.1.1 No person acting on behalf of the System Integrator or the System Integrator himself divulges or uses any such information except as may be necessary in the course of provisioning of BSNL Data Services.
 - 12.1.2 No person seeks such information other than is necessary for the purpose of provisioning of BSNL data services.
 - 12.1.3 Provided, the above para shall not apply where BSNL has consented in writing to such information being divulged or used in accordance with the terms of that consent; or the information is already open to the public.
- 12.2 The System Integrator shall take necessary steps to ensure that the System Integrator himself / herself and any person(s) acting on its behalf observe confidentiality of customer information.
- 12.3 The System Integrator shall, prior to commencement of this agreement, confirm in writing to BSNL that the System Integrator has taken all necessary steps to ensure that it and its employees shall observe confidentiality of customer information.
- 12.4 This clause shall survive the termination or expiry of this Agreement.



12.5 **Intellectual Property:**

- 12.5.1 The intellectual property rights of the solution offered to and implemented by BSNL shall be with the purchaser. All documents, raw data, research, processes, technology, film, artwork, engravings, dies, paper tapes, magnetic media, programs, designs and inventions (collectively referred to as the “information”) conceived of, collected, completed or produced in the course of performance of the contract by the System Integrator, for BSNL or provided to the System Integrator by BSNL shall be the exclusive property of BSNL and shall be kept confidential.
- 12.5.2 The System Integrator , including all Personnel shall not disclose, divulge, share, discuss, lend, license or sell to any third party any information, data, databases, documents, software, proprietary information, taxpayer information or technical material (“information”) supplied to or by BSNL in the performance of the Agreement.
- 12.5.3 The Contractor shall not retain any information related to the Assignment, in any medium, and shall return all copies. All materials prepared at the request of and for BSNL shall remain the property of BSNL except with the written consent.
- 12.5.4 All information and documents supplied to the System Integrator under the Agreement and all reports, programs, procedures, documents and information produced under the Agreement are the property of BSNL and shall be returned upon completion of contract.
- 12.5.5 Neither party will use the other party’s name nor marks, refer to or identify the other party in any advertising or publicity releases or promotional or marketing correspondence to others without such other party’s written approval.

13.0 **Indemnification :**

- 13.1 The System Integrator agrees to protect, defend, indemnify and hold harmless to BSNL and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising



from or relating to:

- 13.2 Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party;
- 13.3 Any breach of the terms and conditions in this agreement by the System Integrator.
- 13.4 Any claim of any infringement of any intellectual property right or any other right of any third party or of law by the System Integrator ;
- 13.5 This clause shall survive the termination or expiry of this Agreement.
- 13.6 **Relationship:** Each party understands that it is an independently owned business entity and this Agreement does not make it, its employees, associates or agents as employees, agents or legal representatives of the other party for any purpose whatsoever. Neither party has express or implied right or authority to assume or to undertake any obligation in respect of or on behalf of or in the name of the Other Party or to bind the Other Party in any manner. In case, any party, its employees, associates or agents hold out as employees, agents, or legal representatives of the other party, the former party shall forthwith upon demand make good any/all loss, cost, damage including consequential loss, suffered by the other party on this account.

14.0 Submission of application :

- 14.1 Application giving the details is to be made on the company's letter head. A copy of this EOI duly signed in on all pages as a token of acceptance of all clauses be submitted along with application form.
- 14.2 The cost of EOI document is Rs 2360/-. If the same has not been purchased from BSNL against payment, and has been downloaded from BSNL site, then a DD for Rs 2360/- be attached with the application form. The demand draft should be from any scheduled bank drawn in favour of "Accounts Officer, Cash, BSNL, Tamilnadu Circle" and should be payable at Chennai. The form issued from BSNL is nontransferable.



15.0 The following documents in addition to signed copy of EOI as well as DD are required to be submitted along with the application.

- 15.1 Certificate of Incorporation with copy of Articles & Memorandum of Association.
- 15.2 Authorization for signing authority in form of Board resolution and/or General Power of Attorney.
- 15.3 Annual Turnover of last two years as per the Eligibility Criteria (National/Circle/Circle Silver Category) , together with copies of Audited balance sheets of corresponding years.
- 15.4 Certificate of experience as defined in eligibility criteria along with customer details..
- 15.5 Income tax return for last two years for Circle Silver
- 15.6 The SI should provide letters of support from OEM as per the eligibility criteria stating that their solution will be supported on the platform proposed by SI for minimum two years and as per customer requirement. The support beyond warranty will be on paid basis.
- 15.7 Sales Tax Registration certificate should be submitted.
- 15.8 Willingness letter to work across Tamilnadu.
- 15.9 Security Deposit in the form of bank guarantee from a scheduled bank valid for one year for Rs One Lakh for National Level SI and Rs 50000/- for Circle SI and Rs 10000 in the form of bank guarantee from a scheduled bank valid for one year or a cash receipt of BSNL for this purpose for Circle Silver category.
- 15.10 Undertaking that they will submit PBG for the amount as per the eligibility criteria for National/Circle/Circle silver category within 21 days of approval in the format specified in the EOI. The refundable SD submitted as per the category submitted at the time of application for empanelment would stand released thereafter.
- 15.11 Documentary proof for partnership with OEM should be submitted (Gold, silver, platinum)
- 15.12 Any other documents as per eligibility conditions.



- 15.13 All costs & expenses associated with submission of application shall be borne by the company submitting the application and BSNL shall have no liability in any manner in this regard or if it decides to terminate the process of short-listing for any reason whatsoever.
- 15.14 The application may be sent in a sealed cover marked **“Application for Empanelment of system integrators to Enterprise Business, BSNL, Tamilnadu circle** for the supply, installation, Configuration, commissioning and Maintenance of Customer’s End Equipment in their network on LAN / WAN etc. for Data Services offered by BSNL” to **“ Principal General Manager, Enterprise Business Unit, First Floor, New Administrative Building, No.16, Greams Road Chennai 6”**.
- 15.15 The evaluation of the application will be carried out by taking into consideration the eligibility criteria..
- 15.16 The right to suspend the short-listing process or part of the process to accept or reject any or all applications at any stage of the process and / or to modify the process or any part thereof at any time without assigning any reason therefore is reserved by BSNL without any obligation or liability whatsoever.

16. Language of Documents

- 16.1 The documents prepared by the vendor and all correspondence relating to the EOI exchanged by the bidder and BSNL shall be written in English language
- 16.2 Any printed literature by the vendor may be written in another language so long as it is accompanied by an English translation; in which case , for the purpose of interpretation of the EOI, the English translation shall govern.

17.0 Evaluation of EOI Documents:

- 17.1 The EOI documents will be evaluated as per the eligibility criteria of this EOI document.



-
- 17.2 The bidders not meeting any of the eligibility criteria norms will be rejected
- 17.3 The EOI documents will be evaluated Annual Turnover, supply performance during last three years, Ability to supply equipment within short period, Commitment to maintain the equipment etc.
- 17.4 The decision taken by CGM, Taminadu Circle is final in the empanelment of system integrators.

**CHECK LIST**

S#	Check List	Compliance Yes/NO
1.	DD attached towards the cost of EOI document if the document is downloaded from website	
2.	DD/PBG attached towards SD	
3.	All supporting documents are attested	
4.	EOI document is signed in all pages	
5.	WAX sealing done	
6.	Supporting documents for turn over, experience and support center are submitted	
7.	Certificate of incorporation attached	
8.	Company profile attached	
9.	GST Registration Certificate attached	
10.	Certified engineers list attached	
11.	Income tax return submitted	



Company Profile

S#	Profile	Details
1	Name of the company	
2	Registered office address	
3	Year of establishment	
4	Legal status of the Company Private Ltd. /Public Ltd.)/partnership Company	
5	Name of the Nodal Officer with whom to whom all references shall be made regarding this EOI	
6	Contact details Telephone number – Fax number – Mobile number -	
7	Turnover details (In Crores of INR) as per eligibility criteria	
8	Number of PoPs	
9	Number of Support Centers	
10	WAN experience as per eligibility Criteira	



DEVIATION SHEET

We _____ (Name of the Company) Here by state that the following are the deviations, in our tender Documents, from the stipulated conditions of the BSNL.

S#	Tender Clause No.	BSNL Stipulation	Deviation	Reasons for Deviation

**Annexure - A****Technical Specification of Customer's End Equipments, their network on LAN / WAN etc. (Only Indicative)**

[1] **Router:** The detailed technical specifications are as follows.

- a) **Port Bandwidth:** Serial ports with leased line termination at speeds ranging from 64 kbps, Nx64 kbps upto 2 Mbps. Ethernet port for higher bandwidth and for giving back up. Example VPNoBB.
- b) **Network Protocols:** The device shall support TCP and IP as per latest IETF standard.
- c) **Routing Protocols:** Shall support static, RIP and OSPF for connecting the serial to BSNL's network Point of Presence.
- d) **Physical Interface:**
 - (i) Serial Port: One/ two with V.35/G.703 interface
 - (ii) Ethernet Port: One / Two
 - (iii) ISDN BRA Interface: Optional
 - Iv G.703 interface
- e) **Other Features:** The SIE router should have following additional feature.
 - a. SNMP support: The port connected to BSNL's network shall support the SNMP ver .2 Management and MIB (Management Information Base) so that it can be used for central monitoring by the NMS.
 - b. Redundancy in control and power supply module. Optional



Note: The SI's can quote multiple models to take care of main and optional requirement.

[2] **Line Driver / Modems:** The detailed technical specifications are as follows.

(a) **Types:** Following two types of modem are required.

- (i) Low end Modems with speed ranging from 64 kbps, nx 64 kbps to 256 kbps
- (ii) High end Modems with speed ranging from 64 kbps, nx 64 kbps to 2 Mbps

(b) **Physical Interface:** V.35/G.703

(c) **Distance:** The modems should be in a position to drive at maximum speed up to 10 km on normal cable used in BSNL network. (d) Should work with single pair cable

[3] **Switch:** It is layer 2 Ethernet Switch with 8/16/24 ports..Layer 3 Managed /POE/Switches with Optical fiber interface etc

Note: All the three customer end components should work with standard 230 V AC available in India.

[4] PC's / Servers

[5] RF / VSAT System in end link.

[6] Following types of features into the SIE specifications are very common these days, and are frequently demanded by customers:-

- a. New small branch office appliances that should have comprehensive security and performance with WAN connectivity and routing.
- b. Unified Threat Management (UTM) security features including firewall, IPS, Antivirus (Anti-Spyware, Anti-Phishing, Anti-Adware), Anti-Spam, and Web Filtering to protect the network from attack.

[7] Any other services required by the customers.



Annexure- B

FORMAT FOR PERFORMANCE BANK GUARANTEE

To
AO (Cash),
O/o CGM BSNL, Tamilnadu Circle,
Chennai 600 002.

In Consideration of BSNL having agreed to _____ sign an agreement with M/s _____ to _____ (hereinafter called 'System Integrator ') for Supply, installation, integration and Maintenance of Networking equipments for establishment of Customer's Private Network on Turnkey basis through System Integrator(SIs) in National/ Circle/Circle Silver category to BSNL Customers as per the agreement No. _____ (hereinafter called 'the said agreement') on the terms and conditions contained in the said agreement, which inter-alia provides for production of a Bank Guarantee to the extent Rs. _____ (in words _____) for the service by way of security for the due observance and performance of the terms and conditions of the said agreement.

1. We-----
_____(indicate the name and address and other particulars of the Bank) (hereinafter referred to as 'the Bank') at the request of System Integrator hereby irrevocably and unconditionally guarantee to BSNL that System Integrator shall render all necessary and efficient services which may be required to be rendered by System Integrator in connection with and/or for the performance of the said System Integrator and further guarantees that the service which shall be provided by System Integrator under the said agreement, shall be actually performed in accordance with terms & conditions of System Integrator to the satisfaction of the BSNL.

2. We, the Bank, hereby undertake to pay BSNL an amount not exceeding Rs. ----- as per the category empaneled (National/Circle/Circle Silver) Category (Rs ----- Lakhs only) against 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 System Integrator of any of the terms and conditions contained in



the said agreement including failure to extend the validity of this guarantee or to give a fresh guarantee in lieu of the existing one.

3. We, the Bank hereby, in pursuance of the terms of the said agreement, absolutely, irrevocably and unconditionally guarantee as primary obligor and not merely as surety the payment of an amount of Rs.-----
----- (Rupees ----- only) to the BSNL to secure due and faithful performance by System Integrator of all his/their obligations under the said agreement.
4. We, the Bank hereby also undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the BSNL by reason of breach by the said System Integrator of any of the terms or conditions contained in the said agreement or by reason of System Integrator 's failure to perform any of it's obligations under the said agreement.”
5. We, the Bank, hereby agree that the decision of the BSNL as to whether System Integrator has failed to or neglected to perform or discharge his duties and obligations as aforesaid and/or whether the service is free from deficiencies and defects and is in accordance with or not of the terms & conditions of the said agreement and as to the amount payable to the BSNL by the Bank hereunder shall be final and binding on the Bank.
6. 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 five and half years from the date hereof and that it shall continue to be enforceable till all the dues of the BSNL and by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL satisfies that the terms and conditions of the said agreement have been fully and properly carried out by the said System Integrator and accordingly discharged this guarantee.
 - (b) The BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance of any obligations by the said System Integrator 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 System Integrator and to forbear or to enforce any of the terms and conditions relating to the said agreement and we shall



not be relieved from our liability by reason of any variation or extension being granted to the said System Integrator or forbearance act or omission on the part of the BSNL or any indulgence by the BSNL to the said System Integrator 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 System Integrator 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 right or remedy of any kind in respect of any such payment or performance so long as the obligations 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 System Integrator.
- 7. We the BANK undertake not to revoke this Guarantee during its currency except with the previous consent of the BSNL in writing.
- 8. Notwithstanding anything contained above, our liability, under the Guarantee shall be restricted to Rs. ----- 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 liabilities there under.

DateDay..... For (Name of Bank)

In the presence of Witnesses:

Signature	Signature
Name	Name
Occupation	Occupation
Address	Address

Place	Place
DATE	DATE



Annexure C-
FORMAT FOR AGREEMENT
(To be furnished on Rs.100/- stamp paper)

To be executed on non-judicial stamp worth Rs.100/- and continuation sheets on ledger papers and two copies on ordinary paper to be submitted neatly type-written sheets on one side of the paper in single line spacing.

A G R E E M E N T

AGREEMENT with M/s _____ for Supply, installation, integration and Maintenance of Networking equipments for establishment of Customer's Private Network on Turnkey basis through System Integrator(SIs).

This agreement is signed on the -----by and between **BHARAT SANCHAR NIGAM LIMITED**, a company registered under the Companies Act 1956 having its Registered office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi-110001 & Corporate office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi-110001 acting through the C.G.M., BSNL, Tamilnadu circle (hereinafter called **BSNL** which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) of the FIRST PARTY

AND

M/s-----
, a company registered under the Companies Act 1956, having its registered office acting through Mr. / Ms. _____, (Designation), the authorized signatory (hereinafter called as **System Integrator or SI**) which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) of the SECOND PARTY.

WHEREAS

1. BSNL is a telecom service provider licensed to provide various kinds of telecom services within India .
2. A number of important customers Viz Corporate Houses, Nationalized banks/Private Banks , Financial Institutions, State Governments, Educational Institutions and various Micro small and medium enterprises need dedicated connectivity for its business needs. Also at most of the occasions they look forward connectivity provider for establishment of Private Wide Area Network and complete networking Solutions for them including supply, installation and maintenance of networking equipment.



3. The BSNL is desirous of appointing System Integrators in National /Circle/Circle Silver Category (hereinafter referred as SI) to supply, installation and maintenance of networking equipment for the establishment of Customer's private network on turnkey basis.
4. The SI has approached BSNL for authorizing it to act as its System Integrator for to supply, installation and maintenance of networking equipment for the establishment of Customer's private network on turnkey basis.
5. The System Integrator has requested to sign an agreement for the supply, installation and maintenance of networking equipment for the establishment of Customer's private network on turnkey basis. whereupon and in pursuance to the said request, BSNL has agreed to sign this Agreement with the System Integrators for to supply, installation and maintenance of networking equipment for the establishment of Customer's private network on turnkey basis as given in EOI document.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the due observance & performance of all the terms and conditions mentioned in this agreement along with the EOI terms and condition issued vide number EBU/TN/P1/ SI Empanelment/ New Guidelines/2017-18/1--Dated at Chennai 16/08/2017 are part and parcel of this agreement, BSNL and the M/Sagree to sign agreement for to supply, installation and maintenance of networking equipment for the establishment of Customer's private network on turnkey basis under National/Circle/Circle Silver Category.
2. It shall be valid for a period of **five Years** from the date of signing unless revoked earlier. Further extensions will be considered as per the provisions of EOI.
3. M/sand BSNL hereby agrees and unequivocally undertakes to fully comply with all terms and conditions stipulated in agreement without any deviation or reservations of any kind, unless mutually agreed between the parties at any given time.
4. The laws of land as promulgated/modified/amended or replaced from time to time shall govern this Agreement. BSNL reserves the right to appoint more than one System Integrator in this category in each circle.
5. This Agreement shall not be amended or modified or altered or changed in any way except in writing and duly executed by the authorized representative of each party.
6. The Agreement is a confidential document. M/sand BSNL shall not divulge any part of this Agreement either through oral or written communication or through any other mode to any third party.



- 7. The System Integrators s agreed to submit a Performance bank Guarantee (PBG) of Rs.----- as per the selected category (National/Circle/Circle Silver category) (Rupees ----- as a security towards due observance and performance of terms & conditions of this Agreement. This bank Guarantee shall be valid for five and half years from the date of signing of this Agreement. The SI agrees to renew the PBG from time to time till expiry of agreement or till BSNL is satisfied that the terms & conditions of said agreement have been fully and properly carried out by the SI. Without prejudice to its rights of any other remedy, on failure of the SI to provide services under this agreement or in case of any breach in terms and conditions of the Agreement, BSNL shall en-cash / forfeit the said Performance bank Guarantee.
- 8. BSNL reserves the right to provide such services on its own or to enter into Agreement with other parties / persons / service providers for providing similar services from time to time in future without any restriction on number of persons / parties / System Integrators, the System Integrator shall have no objection whatsoever. SI agrees to adherence to this provision and the same is a material obligation of this Agreement.
- 9. All terms and condition as mentioned in EOI for vide number is valid and are to be complied.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorized representatives on theday of, 2017 .

Sd/-

Signed for and on behalf of **BSNL** by

AGM (EB), Enterprise Business, Tamilnadu circle

Signed on behalf of **M/sPRIVATE LIMITED**, by **Shri**, the authorized signatory .and holder of General Power of Attorney dated executed in accordance with the Resolution dated passed by the Board of Directors of the company.

In the presence of Witnesses:

Signature	Signature
Name	Name
Occupation	Occupation
Address	Address
Place	Place
DATE	DATE



Annexure-D
Format for BG for SD

To
AO (Cash),
O/o CGM BSNL, Tamilnadu Circle,
Chennai 600 006.

Dear Sirs,

In accordance with your EOI enquiry No..... dated M/s..... having its registered office at (hereinafter called the 'SI') wish to participate in the said EOI for the empanelment of System Integrators an irrevocable SD for one year is required to be submitted by the Bidder as a condition for submission of SD in the said EOI along with application form as per the National/Circle/Circle Silver Category

We, theBank at having our head office at guarantee and undertake to pay immediately on demand by BSNL the amount* (in figures and words) without any reservation, protest, demur and recourse. Any such demand made by said owner shall be conclusive and binding on us irrespective of any dispute or differences raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid upto** (one year

38 In witness whereof the Bank, through its authorized officer has set its stamped on this Day of2017 at

Designation.....

Bank's Common

Seal.....

Attorney as per power of Attorney

No.....

Witness
Signature.....
Name

**ANNEXURE E**

The field of expertise in providing solutions as IT/Networking Company.

S# No.	Details	Remarks Yes/No
1	LAN solution	
2	WAN solution	
3	Wireless solution	
	1.0 Radio Modem	
	2.0 WiFi	
4	Security solutions	
5	Video conferencing solutions	
6	Computer and Server solutions	

ANNEXURE F

Please mention the Make and Model of the OEM which will be quoted by the SI and partnership with OEM for the Networking components mention below.

SI No.	Hardware	Make and Model	Partnership with OEM
1	CAT 6 Cable and components		
2	Layer2/Layer 3 Networking Switch		
3	Router		
4	Fire wall		
5	Computer		
6	Server		
7	Leased line Modem		



8	Radio Modem		
9	Access Point		
10	Fibre Patch Panel		
11	Networking Racks		
12	WiFi components		
13	UPS		
14	Convertors		
15	GSM Router		
16	Any other products		