

Price Rs. 2100/-+GST

(Non-refundable)



भारत संचार निगम लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

**ENTERPRISE BUSINESS CELL
O/o CHIEF GENERAL MANAGER TELECOM.
BSNL, RAJASTHAN TELECOM CIRCLE**

No: CGM/RJ/SI-Policy/2017-18/22

Dated at Jaipur 5-9-2017

EXPRESSION OF INTEREST

For

EMPANELMENT OF SYSTEM INTEGRATORS (SI) for executing WAN Projects

For

Supply, Configuration and Maintenance of Networking elements, Customer End Equipments etc for integration work & AMC thereof on turnkey basis for data services offered by BSNL to the customers in RAJASTHAN.

Form has been downloaded and Rs 2100/- + GST as fee of form is enclosed.

Yes / No

(Please check that all the 37 pages are intact in the document)

[Signature of the bidder]

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BHARAT SANCHAR NIGAM LTD.
(A GOVT. OF INDIA ENTERPRISE)
Rajasthan Circle, Jaipur.

SECTION I

NOTICE

Expression of Interest

No. CGM/RJ/SI-Policy/2017-18/22 dt. 5-9-2017

SUB: NOTICE FOR CALLING EXPRESSION OF INTEREST FOR EMPANELMENT OF SYSTEM INTEGRATORS FOR EXECUTING WAN PROJECTS.

Applications in prescribed proforma are invited by the Chief General Manager, BSNL, Rajasthan Circle, Jaipur from eligible parties for Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN/WAN etc. for Data Services for BSNL customers in Rajasthan Circle.

1	Name of Work	Empanelment of System Integrators for Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for DATA Services offered By BSNL
2	Cost of the Form	Rs. 2100/- + GST
3	Sale of Forms	Can be Downloaded from www.rajasthan.bsnl.co.in
4	EMD/EMBG to be deposited along with Application form.	Rs 1 Lakh/ 50,000 /10,000 Bank Guarantee for National/Circle/ Circle-Silver category as per Performa attached as Annexure A

The System Integrators who are already in empanelment need not apply.

Office of issue	Room No.22, Enterprise Business Cell, O/o CGMT, BSNL Rajasthan Circle.
Notice Number of calling application	No.CGM/RJ/Si-Policy/2017-18/22 Dated at Jaipur the 5-9-2017
Applications available from	Within one week from approval
Feedback/suggestions in written from SIs	One week after uploading EOI
EOI-SI Conference	Open Ended
Last date of receipt of applications	Open Ended
Date & Time of opening of Tender	As and when bid received.

The agencies willing to get empanelled may apply in the prescribed form for empanelment which is available on "www.rajasthan.bsnl.co.in" under "News & Events" menu. This can be downloaded and submitted along with form cost, Rs 2100/ +GST in the form of DD in favor of "AO (Cash), BSNL O/o CGMT, Jaipur. This empanelment is First Come First Served basis (FCFS), i. e. as the documents received from interested company, shall be processed.

SECTION II

1. Introduction

- 1.1. Bharat Sanchar Nigam Limited (BSNL) is a major telecommunication service provider in India. BSNL offers all kinds of telecommunication services like Basic (both fixed and wireless), Cellular, Data, National long distance, Internet etc. Keeping pace with the technological trend to provide latest and varied value added services to its customers, BSNL has also deployed state of art Multi Protocol Label Switching (MPLS) based Virtual Private Networks (VPN) for providing data connectivity to its customers.
- 1.2. The basic Objective of this EOI is to enable BSNL to provide complete end-to-end solution to its esteemed customers. BSNL intends to have a tie up with System Integrators who can supply, configure and maintain Customer's End Equipments, their network on LAN / WAN etc. for the Data Services offered by BSNL. In case required, they will also do all the operations and maintenance activities related to customer end& co-ordination with concerned agencies.
- 1.3. Some of the Customers are also inviting bids through open tender for setting up of WAN for them. In order to acquire the new business, BSNL, Rajasthan Circle has to participate and compete in the tender with other service providers. In such cases also BSNL requires services of System Integrator, who will be responsible to supply network equipments, configuration and integration with existing network, operation, maintenance and support related to customers. The successful vender should not enter into any agreement with other competitors of BSNL in this regard for the same work.
- 1.4. The System Integrators as per this EOI shall be categorized as (A) National System Integrator and (B) Circle System Integrators (C) Circle-Silver System Integrators. While National System Integrators shall have presence throughout the country, the Circle/Circle-Silver System Integrator shall have presence in the State of Rajasthan.
- 1.5. The successful system integrator should enter into an agreement with BSNL Rajasthan Circle for supply and installation of networking products for establishment of WAN for implementation/installation on turnkey basis including supply, installation, integration and maintenance of networking equipments.

2. Scope of Work: The General Scope of Work is given below.

- 2.1. Design of the entire WAN, supply, Installation, Commissioning of the required network components like Routers, Switches, Leased line Modems, servers, PCs and other items required for the provisioning of the requirements given by the customer. If required by the customer, any existing LAN should be integrated with the proposed WAN.

- 2.2. The smooth functioning of the various applications and software provided by the customer should be ensured.
- 2.3. Smooth Data connectivity between the WAN Connected Premises and the Central Location is to be ensured.
- 2.4. Software upgrades for the networking components such as routers, switches etc. should be done free of cost for the period which may be mutually agreed to by BSNL and the empanelled SI on a project to project basis.
- 2.5. Maintenance, Support Services, Annual Maintenance Contract etc. in respect of equipments supplied to the customer.
- 2.6. **Allocation of Work of Network Integration and Supply:** It is appreciated that, on-Boarding of customer, on nomination basis is most difficult and an important step in Enterprise Business Chain. Though BSNL is having its own Sales Teams but the help of SIs is very crucial as they are domain knowledge experts. BSNL should encourage SIs to bring on board more and more customers on behalf of BSNL. SI who makes all efforts in On- boarding the customer should be extended all out support and shouldn't be subjected to undue competition.

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. 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.

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 such SIs (Incumbent SI), who nurtured the business , must be given a choice if he can meet the competition by way of providing "First Right of Refusal" at the L1 rates, determined by existing sealed Quotation 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.
 - (ii) The genuineness of rates however would continue to be vouched by the Circle Standing Committee.
- 2.7. The modus-operandi of various types of possible sales is as mentioned below. It will be based on the criteria that who is Lead Bidder to the customer? SI or BSNL.
 - 2.7.1. **LEAD BIDDER: SI:** Customer will mention in writing that the case has been processed through SI either through a letter on their letter head or by endorsing on the form itself. BSNL is only responsible for

BSNL portion of services. For Customers requirements of non-BSNL products / services, the SI is directly dealing with the party and receiving the payment. BSNL is not coming in picture, hence is not responsible for the same.

- 2.7.2. LEAD BIDDER: BSNL – WITHOUT TENDER – CUSTOMER MENTION IN WRITING THAT CASE HAS BEEN PROCESSED THROUGH SI: Quotation from the SI will be taken and the same will be quoted to party after taking relevant taxes into consideration. The SI will furnish a certificate to BSNL that the charges made to customers for Customer’s requirement are fair and reasonable. No discount on the band width portion will be payable to SI .
- 2.7.3. LEAD BIDDER: BSNL – WITHOUT TENDER – CUSTOMER DOES NOT MENTION IN WRITING THAT CASE HAS BEEN PROCESSED THROUGH SI:Case will be dealt as per procedure given for the case, where BSNL will participate in tender. The same is mentioned below:
- 2.7.4. LEAD BIDDER: BSNL – BY TENDER / COMPETITIVE BIDDING PROCESS.
Limited enquiry among the panel of SI’s will be called for as per the customer requirement. BSNL will quote the rates as per the market conditions, keeping in consideration the rates quoted by L1 bidder. The L1 bidder will be awarded the work. Once payment is received it will be given back to the party as per payment terms / PO conditions. No Discount on the bandwidth portion will be applicable.

2.8. The indicative technical specification of Customer’s end Equipments included in Annexure-E.

3. System Integrator (SI) Structure :

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

In case the particular business needs the delivery in more than three Circles and the Circle, despite of all efforts could not empanel any National SI; the condition can be waived on satisfaction of CGM on case to case basis.

* The eligibility criterion for Circle-Silver category can be relaxed by CGMs in consultation with the standing committee for the applicants such as qualified Engineers, experienced telecom/IT professionals etc. The monetary limit for any project would be Rs. 30 Lakh in this category.

- a) Once a SI is empanelled in National Category in any of the Circles, it can get empanelled in any other Circle with a consent letter . Consent would authorize its home Circle to revoke its PBG on the advice of the additional consented Circle. Also, a Circle SI can also become SI of any other Circle(s) of its choice on submitting a consent letter as above with an additional PBG of Rs. 1 Lakh per Circle. (consent letter is attached with document as Appendix-A)
- b) NTR Circle would be treated as a Circle with its geographical territory as NCT, Delhi for the purpose of SI empanelment and delivery of service.

4 Eligibility Criteria for the Empanelment

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 Rs. 1 Lakh 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 Network/System Integrator in Circle-Silver category will submit refundable Security Deposit (SD) of Rs. 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 Rs. 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 Rs.1.0 Lakh and Rs. 50,000respectively 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 Rs. 50,000 for abiding by the general rules of empanelemnt agreement. The refundable SD of Rs. 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/ System Integrator 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 Network/ System Integrator 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 Network/ System Integrator 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. Network/ System Integrator 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. Network/ System Integrator 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 Network/ System Integrators 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.	
	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 payments of penalties, if any, imposed by the customer.	
k	Validity of the empanelment agreement shall be five years.	

5 GENERAL TERMS AND CONDITIONS

5.1 AGREEMENT

- 5.1.1 The selected System integrators have to sign an agreement with BSNL as per the format specified in the Annexure C.
- 5.1.2 The agreement is of non-exclusive nature. The agreement shall not restrict BSNL from contracting for identical or similar services from any other person /party. Also BSNL intends to empanel multiple number of SIs through this present empanelment process. BSNL reserves the right to appoint any number of SIs in this category or sell directly or through other channels also. BSNL also reserves the right to create other categories of SIs to serve a particular segment of customers.
- 5.1.3 **Duration of Agreement:** This 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.
- 5.1.4 **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.
- 5.1.5 **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.

5.2 Suspension, Revocation or Termination of agreement:

- 5.2.1 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.

- 5.2.2 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:
- 5.2.3 The System Integrator failing to perform any obligation(s) under the agreement.
- 5.2.4 The System Integrator failing to rectify, within the time prescribed, any defect as may be pointed out by BSNL.
- a) Non adherence to SLA which BSNL has committed to customer.
 - b) The System Integrator Limited going into liquidation or ordered to be wound up by competent authority
 - c) EITHER PARTY may terminate the agreement, by giving notice of at least Three month 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.
 - d) 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.
 - e) 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.
 - f) 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.
- 5.2.5 **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.

5.3 Performance Bank Guarantee

- 5.3.1 Each empanelled SI's will need to submit Performance Bank Guarantee (PBG) of Rs 15 lakhs/3 Lakhs/ 50,000 in the case of National/Circle/Circle-Silver level system Integrators. PBG should be submitted before signing the agreement, 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, configure and maintenance of customer end equipment for the full period of warranty / AMC as applicable.
- 5.3.2 System Integrator should submit additional PBG of at least 5% of the P.O. value, or as desired by the end customer, whenever a work is awarded to System Integrator valid for the duration of the project. Any failure to do so, shall amount to violation of the terms of the agreement and entitle BSNL to en- cash the bank guarantee and to convert into a cash security without any reference to the SI at his risk and cost. No interest or compensation whatsoever shall be payable by BSNL on such encashment

5.4 Dispute settlement

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

5.4.3 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. The venue of the arbitration proceeding shall be the office as decided by CGM, BSNL, Rajasthan Circle or such other places as the arbitrator may decide. "This Contract/agreement is subject to jurisdiction of Court at Jaipur only."

5.5 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.

5.6 Penalty Clause

5.6.1 Liquidated Damages-Delayed Supply & Commissioning : Should the SI fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery or commission the system, BSNL, without prejudice to other remedies available to BSNL shall be entitled to recover, as agreed liquidated damages for breach of contract a sum equivalent to 0.5% of the value of the delayed supply/commissioning and/or undelivered material/supply for each week of delay or part thereof for a period up to 10 (Ten) weeks,

And thereafter at the rate of 0.7% of the value of the delayed supply/commissioning and /or undelivered material/ supply for each week of delay or part thereof for another 10 weeks of delay. The total value of the liquidated damages as per above shall be limited to a maximum of 12% (Twelve percent)i.e. LD shall be levied up to 20 weeks only.

5.6.2 If any project is having other than the above mentioned penalty clauses and is more stringent then the same will be applicable and it will be mentioned in the PO.

5.6.3 Non-adherence to SLA, which BSNL has committed to customer : BSNL may also deduct the amount at actual which BSNL needs to pay to customer on account of non-adherence to SLA / PO (Service Level Agreement / Purchase Order), from SI's balance payment or security deposits, if due to failure on the part of SI's, BSNL could not meet the SLA/PO conditions.

5.6.4 Whenever a new project is to be taken BSNL may float limited enquiry among empanelled system

integrators .If the System Integrator submits the quote and if the work is awarded to the System Integrator, S.I has to sign separate agreement with additional PBG as specified in the limited enquiry. If the S.I fails to execute such an agreement and submit additional PBG as specified, BSNL may terminate the agreement and forfeit the present PBG submitted along with this agreement.

- 5.6.5 Also of the S.I does not submit any quotation for such limited enquiry for three consecutive limited enquiries addressed to them, without any sufficient reason, the agreement is liable to be terminated and the PBG may be en-cashed by BSNL.
- 5.6.6 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.

5.7 Payment Terms

- 5.7.1 The customer will make all payment including cost of bandwidth and Customer's End Equipments, their network on LAN / WAN etc. to BSNL (either in lump sum or in installment as the case may be). Back to back payment arrangement will be there from BSNL to SI for supply, configuration and maintenance of Customer's End Equipments, their network on LAN / WAN etc..
- 5.7.2 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.
- 5.7.3 90% payment will be made on delivery, installation and acceptance of the same from the customer and balance 10% after satisfactory working of the same for a period of three months from the date of Commissioning. These payment will be made only after receipt of payment from the end customer.

5.8 CONFIDENTIALITY OF INFORMATION & INTELLECTUAL PROPERTY:

- 5.8.1 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:
- 5.8.2 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 marketing of BSNL DATA SERVICES.
- 5.8.3 No person seeks such information other than is necessary, for the purpose of marketing of BSNL DATA SERVICES.
- 5.8.4 Provided, the above para shall not apply where BSNL has consented in writing to such information being divulged or used and such information is divulged or used in accordance with the terms of that consent; or the information is already open to the public.
- 5.8.5 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.

- 5.8.6 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.
- 5.8.7 This clause shall survive the termination or expiry of this Agreement.
- 5.8.7 Intellectual Property: The intellectual property rights of the solution offered to and implemented by BSNL shall be with the end customer. 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.
- 5.8.8 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.
- 5.8.9 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.
- 5.8.10 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.
- 5.8.11 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.

5.9 Indemnification

- 5.9.1 The System Integrator agrees to protect, defend, indemnify and hold harmless 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:
- a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party;
 - b) Any breach of the terms and conditions in this agreement by the System Integrator.
 - c) 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;
- 5.9.2 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 others matter connected therewith and hereby indemnifies and agrees to continue indemnifying BSNL in this regard.
- 5.9.10 The BSNL shall have no liability or obligation for any State or Local Govt. Levies / Taxes for providing services by SI under this Agreement.

5.9.11 This clause shall survive the termination or expiry of this Agreement.

5.9.12 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.

5.9.13 Near relative Condition: The Company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative(s) is (are) posted. The bidder should give a certificate that none of his /her near relative is working in BSNL Rajasthan Circle. In case of proprietorship firm certificate should be given by the proprietor, for partnership firm certificate should be given by all the partners, and in case of limited company by all the Directors of the company excluding Government of India/Financial Institution nominees and independent non official part time directors appointed by Government of India or Governor of the State. 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 when it is so noticed. BSNL will not pay any damage to the company or firm or the concerned person. The company or the firm or the concerned person will also be debarred for further participation in tender/work in BSNL, Rajasthan Circle.

The near relatives for the purpose are defined as:-

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

6 SPECIAL CONDITIONS OF THE CONTRACT

6.1 Provisioning of Service

6.1.1 BSNL and SI will jointly address the network requirements of the customer along with any other services required by the customer.

6.1.2 For providing last mile connectivity to the customer, SIs will coordinate and pursue with concerned BSNL authorities as well as other agencies / Departments (Like regional offices of BSNL) to enable the same and complete the project in time.

6.1.3 S I will also conduct technical seminar for BSNL Officers to make them conversant about their product capabilities vis-à-vis customer requirement.

- 6.1.4 SIs will also provide relevant equipment free of cost for demonstrating the capability of solution, if the same is required by the customer. If any BSNL resource is required, then the same will be provided free of cost, at the discretion of BSNL.
- 6.1.5 S I s will also conduct CIC (Commercially Important Customer) meet and other promotional events for generating business / creating awareness about BSNL products and services along with their products in consultation of BSNL.
- 6.1.6 Whenever any SI's proposes to supply equipments from any new vendor then the System Integrator should provide letters of support from that OEM (Original equipment manufacturer) stating that their products / solution as proposed by SI will be supported for at least next three years, extendable to seven years.
- 6.1.7 Empanelled SI can also be engaged by the other Telecom Circles of BSNL for providing support to customers.
- 6.1.8 SI will use their own distribution network.
- 6.1.9 Delivery of equipments purchased through SI for the customers as per customers requirements will be SI's responsibility at their cost. They are supposed to transfer the equipments from the place of supply to their local office and then supply the equipments locally to customers under proper receipt. Timely supply is SI's responsibility.
- 6.1.10 The Commissioning of WAN will be the responsibility of SI. The hardware and services required for Commissioning of WAN must be made available as per schedule given in PO. Normally the Commissioning of the project will be within six weeks from the date of Advance Purchase Order or as per customer requirements.

6.2 Maintenance support & Warranty

- 6.2.1 For the customers serviced through SI, the SI shall provide to BSNL 24 hrs, 7 days a week helpdesk, either web based or call center. The booking of complaint to SI can be made by customer, BSNL NOC/Call Center/Node. For emergency case specifically for situation where critical node is down, SI shall ensure that the consultation, assistance and advice within four hours or as defined in SLA entered with the customer. In other cases, the complaint must be attended within eight hours.
- 6.2.2 SI shall supply spares directly or through back end tie up with the Original equipment manufacturer to address any equipment related problem within 12 hours in the same city and within 48 hours for outstation site.
- 6.2.3 SI will depute appropriate resources to monitor and manage the progress of the project.
- 6.2.4 SI should give onsite warranty of twelve months from the date of Commissioning . Warranty cost will be included in the cost of equipment. For any unforeseen delays not due to customer / BSNL reasons the warranty will be limited to 12 months after Commissioning or 15 months from the date of delivery of equipment at site, whichever is earlier. After warranty support, SI should also provide the AMC of the Customer's End Equipments, their network on LAN / WAN etc. for minimum additional two years extendable to six years beyond the warranty. Annual AMC charges should be quoted separately.

- 6.2.5 SI shall provide maintenance and support services to BSNL in respect of the Equipment for new customer sales.
- 6.2.6 SI shall carry out quarterly preventive visit to each WAN site, if the equipments are under warranty or AMC with the SI.
- 6.2.7 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.
- 6.2.8 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.
- 6.2.9 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 such as
- a) Single window interface for all its requirements for provisioning, operation and after sales services.
 - b) Fast provisioning of the services.
 - c) Reliable quality services during operations.
 - d) In case of fault, attending the same within reasonable period of time and with desired promptness.
 - e) For providing improved SLA to customers.

6.3 **Tariff:**

- 6.3.1** BSNL shall solely at its discretion promote the High End Services under this Agreement. The expenses for the promotion campaign and the extent and scope of such media advertisements etc. shall be at the sole discretion of the BSNL and the SYSTEM INTEGRATOR shall not have any role assigned in that.
- 6.3.2 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.
- 6.3.3 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
- 6.3.4 The specific decisions so taken by the BSNL is for a particular case only and the System Integrator as Channel Partner is not authorized to quote the same to other parties unless and until the same has been authorized by BSNL.

- 6.3.5 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.

7 INSTRUCTIONS TO BIDDERS

7.1 Bid security (EMBG):

- 7.1.1 The bid security is required to protect the interest of BSNL against the risk of bidder's conduct, which would warrant the security's forfeiture. The bid security is in the form of a Bank Guarantee it is to be issued by a scheduled bank in favor of BSNL valid for a period of 1 year from the date of Tender opening. A Bid not secured shall be rejected by BSNL as non-responsive at the Bid opening stage and returned to the Bidder.
- 7.1.2 The Bid Security of the unsuccessful bidder will be discharged/ returned as promptly as possible as but not later than 30 days after the expiry of the period of the bid validity prescribed by the Purchaser.
- 7.1.3 The successful bidder's bid security will be discharged upon the bidders acceptance of the offer for signing the contract furnishing the Performance Security.
- 7.1.4 The bid security may be forfeited :
- i) if a bidder withdraws his bid during the period of bid validity specified in **clause 6.2**
 - ii) in the case of successful bidder, if the bidder fails to sign the contract in accordance with clause 5.1 or to furnish performance security in accordance with clause 5.3
- 7.2 **Period of Validity of Bid:** Bid shall remain valid for 150 days after the date of bid opening of Bids prescribed by BSNL.
- 7.3 In exceptional circumstances, the Purchaser may request the bidder's consent for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause 6.1.1 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.
- 7.4 BSNL is not bound to accept any EOI and reserve the right to accept or reject any EOI, and to annul the empanelling process and reject all EOIs at any time prior to the award of the empanelment without assigning any reason(s) whatever and without thereby incurring any liability towards the affected participant(s) on this ground.

7.5 SUBMISSION OF APPLICATION

- 7.5.1 Tender document can be downloaded from our web site www.rajasthan.bsnl.co.in Separate Demand Draft of Rs.2100/- +GST(cost of Tender document) payable at Jaipur, drawn any nationalized /scheduled Bank, in favor of Accounts Officer(Cash), O/o CGMT, BSNL, Rajasthan

Telecom Circle, Jaipur 302008 should be submitted along with the downloaded Tender Document. The fee for the application is neither transferable nor refundable. The details of the application fee should be clearly mentioned in the application form.

- 7.5.2 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.
- 7.5.3 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.
- 7.5.4 The application should contain the following documents.
- i) **Application as per the Performa in Annexure D with specified documents attached as annexure**
 - ii) **Application fee in the form of DD**
 - iii) **EMBG as per the format in Annexure A**
 - iv) **A copy of the EOI signed, in the bottom of all pages as a token of acceptance of all terms and conditions.**
- 7.5.5 The application should be submitted in a wax sealed envelope. The said envelope should be super scribed “EOI-For EMPANELMENT OF System Integrators (SIs) for providing Turnkey WAN solutions to BSNL Customers” and addressed to: **Assistant General Manager (EB), Room no. 22, O/o CGMT, BSNL, Rajasthan Telecom Circle, Sardar Patel Marg, Jaipur-302008** and submit the same to **Room no. 22**, ground floor, O/o Chief General Manager, Sardar Patel Marg, C-Scheme, Jaipur 302008.
- 7.5.6 The EOI is open ended, interested vendors may submit it as time suitable to them except holidays.

**Assistant General Manager (EB),
O/o CGMT, BSNL, Rajasthan Telecom Circle,
Jaipur -302008.**

Annexure-A

To

CGM BSNL, Rajasthan Circle,
Sardar Patel Marg,
Jaipur- 302008

Dear Sirs,

In accordance with your EOI enquiry No..... dated M/s..... having its registered office at (hereinafter called the '**Bidder**') wish to participate in the said EOI for.....

As an irrevocable Bank Guarantee against Bid Guarantee for an amount of Rs 1 lakh/ 50000/10000 valid upto..... is required to be submitted by the Bidder as a condition preset for participation in the said EOI, which amount is liable to be forfeited on the happening of any contingencies mentioned in the EOI/ bid documents.

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 (upto 365 days). If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. on whose behalf guarantee is issued.

In witness whereof the Bank, through its authorized officer has set it's stamped on this
..... Day of2017 at

Designation.....

Bank's Common Seal.....

Attorney as per power of Attorney

No.....

Witness

Signature.....

Name

Annexure- B

PROFORMA FOR PERFORMANCE BANK GUARANTEE

To
CGM BSNL, Rajasthan Circle,
Jaipur- 302008

In consideration of the BSNL having agreed to sign an agreement with M/s _____ to _____ (hereinafter called 'System Integrator') to Marketing & Selling of BSNL Data Services and supply, configure and maintain the Customer's End Equipments, their network on LAN / WAN etc. for VPN services offered by BSNL (hereinafter called 'the Service') to BSNL subscribers 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 of 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. 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.(Rupeesonly) 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

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 its 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

(d) 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

AGREEMENT PROFORMA

(To be furnished on Rs.500/- 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.

AGREEMENT

AGREEMENT with M/s _____ for Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services for BSNL customers

This agreement is signed on theday of2017 by and between **BHARAT SANCHAR NIGAM LIMITED**, a company registered under the Companies Act 1956 having its Registered office at Bharat Sanchar Bhavan, Harish Chandra Mathur Lane, Janpath, New Delhi-110001 & Corporate office at Bharat Sanchar Bhavan, Harish Chandra Mathur Lane, Janpath, NewDelhi-110001, acting through the C.G.M.T. BSNL, Rajasthan Circle, Jaipur -08 (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. The BSNL is desirous of appointing System Integrator (hereinafter referred as SI) to Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services for BSNL customers.
3. The System Integrator has requested to sign an agreement for Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services for BSNL customers whereupon and in pursuance to the said request, BSNL has agreed to sign this Agreement with the System Integrators for Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services for BSNL customers 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 under, which are part and parcel of this agreement, BSNL and the M/Sagree to sign agreement for Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services for BSNL customers.
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 agreed to submit a Performance bank Guarantee (PBG) of Rs. _____ (in words)_____ 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.

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

PGM (EB), O/o CGMT, BSNL Jaipur

Signed on behalf of **M/s**, 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

[Signature of the bidder]

Annexure D

APPLICATION FOR EMPANELMENT OF SYSTEM INTEGRATORS (SI)

Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services offered by BSNL

	<i>PART A</i>	<i>GENERAL INFORMATION</i>
1	Name the company	
	Type of Incorporation (Public Limited,Private Ltd,Partnership,Proprietary)	
2	Application for Category National/ Circle/ Circle-Silver	
3.	Address of the Registered office of the Company	
4.	Year Incorporated	
5.	Address for communication	
6	Contact Person	
7	Name	
8	Designation	
9	Phone No.	

[Signature of the bidder]

10	FAX NO.	
11	Mobile No.	
12	Email address	
<i>PART B1: Details of Application Fee</i>		
	Amount of Draft	Rs.2100/-
1	Issue Date	
2	D.D. No.	
3	Name of the bank	
4	Branch	
<i>PART B2: Details of EMBG</i>		
1	Issue Date	
2	Amount	
3	EMBG No if any	
4	Name of the bank	
5	Branch	

PART C: APPLICATION DETAILS

Sl.No	Required Information	Filled in Details	Documents to be attached in Annexure
1	Name and address of the Person Signing the document		a) Power of Attorney attested by Notary b) Copy of the board Resolution certified by the Company secretary for appointing the Power of Attorney. Attach as Annexure 1
2	Whether the company is a Public Limited or a Private Limited Company, registered in India		a) Certificate of Incorporation b) Memorandum and Articles of Association. c) Latest Annual report d) Proof of Listing
3	Name of the Directors with DIN Numbers		Attach as Annexure 2
4	Area of Business: IT/Networking company		
5	Whether the Network/System Integrator is a direct owner of technology or Have a direct teaming agreement with each of technology companies that from the core building block for WAN or related project implementation.	Attach details as per Format A	a) Letters from OEM (Original Equipment Manufacturer) or its authorized channels of OEM stating that their Solution will supported on the platform proposed by SI for min. 2 yrs & as per customer requirement. b) If the SI is a manufacturer of the product then Registration certificate from State Director of Industries or from Secretariat for Industrial approval from Ministry of Industries Government Of India. Attach as Annexure 3 along
	[Signature of the bidder]		

			with Format A
7	Annual Turnover(for IT/networking business) for last two years	2015-16:Rs 2016-17:Rs	Profit and Loss Account for the financial Years a) 2015-16 b) 2016-17 if available. If it is not a part of the printed annual report it should be certified by the CA of the firm. Attach as Annexure 5
8	Experience of WAN turnkey basis	Attach details as per	a)P O copies b)Satisfactory Completion Certificate from the end Customer Attach as Annexure 6 along with Format B
9	a)Number of Support Centers in Rajasthan b)No. of Support centers in India	Attach details as per Format C	Addresses of the Support Centers with Fixed Line Contact No. Attach as Annexure 6 along with Format C
10	Sales TAX Registration No.		Copy of the Sales Tax Registration Attach as Annexure 7
11	Income TAX PAN No.		Copy of PAN Attach as Annexure 8
12	Near relative Certificate		Near relative certificate as per Format D Attach as Annexure 9 along with Format D
13	Acceptance of all terms and conditions in the EOI		A copy of the EOI signed, in the bottom of all pages as a token of acceptance of all terms and conditions. Attach as Annexure 10

Signature:

Name:

Designation:

(All documents should be signed and stamped by the authorized signatory of the company in each page of the document submitted)

FORMAT A:

FORMAT FOR OEM DETAILS

Sl.No	Name of the OEM	Products Supplied	HQ of the OEM	No. of Years of Support Available from current date	Whether Authorization from OEM attached.

FORMAT B

Experience of WAN implementation on turnkey basis

Sl.No	Information required	Details
1	Name of the Bidder	
2	Name of the Project	
3	P.O Date	
4	Commissioning Date	
5	Role of the Bidder	
6	Number of Geographically separated WAN Nodes	
7	Value of the Project	
8	Contact details of the Customer	
9	Brief Description of the Project & Scope of Work (Implementation , Operation and Maintenance)	
10	Testimonial Attached on Satisfactory Completion of the Project	

FORMAT C

Number of Support Centers

SINo	Name of the City	Postal address	Fixed Telephone Number	Name of the Contact Person

Format D

Near Relative Certificate

I.....S/o.....R/o.....

.....hereby certifies that none of my relative(s) is /are employed in BSNL Rajasthan Circle as per details given in the EOI document. In case at any stage, it is found that the information given by me is false /incorrect, BSNL shall have the absolute right to take any action as deemed fit/ without any prior intimation to me.

Dated this.....day of.....

Signature:.....

(Name in BLOCK letters of the Signatory)

.....

In the capacity of.....

Note:-In case of proprietorship firm certificate should be given by the Proprietor, for partnership firm certificate should be given by all the partners and in case of limited company by all the Directors of the company.

Annexure – E

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:** CPE Router ports with leased line termination at speeds ranging from 64 kbps, Nx64 kbps up to 2 Mbps
 - b) Network Protocols:** The device shall support TCP and IP as per latest IETF standard.
 - c) Routing Protocols:** Shall support static, RIP, OSPF, BGP for connecting the CPE 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
 - e) Other Features:** The CPE 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, n x 64 kbps to 256 kbps
 - (ii) High end Modems with speed ranging from 64 kbps, n x 64 kbps to 2 Mbps
- (b) Physical Interface: V.35/G.703/Ethernet
- (c) Distance: The modems should be in a position to drive at maximum speed up to 6 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

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

[4] PC's / Servers

[5] RF / VSAT /CDMA/3G/WiMax/ISDN etc System in end link.

[6] Following types of features into the CPE 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 Stateful firewall, IPS, Antivirus (Anti-Spyware, Anti-Phishing, and Anti-Adware), Anti-Spam, and Web Filtering to protect the network from attack. The benefits of using Such Devices in Customer Networks are –

1. The UTM CPE's deliver a purpose-built platform with robust security applications, high physical and virtual interface density and advanced routing support to deliver a cost effective consolidation Solution. These appliances offer high performance platforms that enable customers to reduce the number of devices deployed in the network through a combination of high physical port density.

2. Virtualization encompasses an advanced capability called Virtual Systems along with security zones, and virtual LANs (VLAN), all of which combine to divide the network into secure segments using multiple virtual firewalls, each with its own policies, network addressing and management, while maintaining an overall security stance for the organization. High port densities combined with virtualization facilitates a reduction in devices without having to collapse firewall policies and management.

3. To easily integrate into the network, the appliances must support dynamic routing and multiple deployment modes eliminating the requirement for any network topology changes common in many competitive offerings.

4. For reliability the CPE must support Stateful high availability for both firewall and VPN, thereby minimizing the impact an outage may have on the network.

5. The CPE must have centralized, policy-based management that provides them to easily help customers deploy a higher level of security and control.

By deploying these type devices the CPE helps to roll out multiple values added services such as: Firewall Services, Anti Virus Services, Anti Spam & Phishing Services, Web Filtering Services and IPS Services without any further additional hardware deployment at customer location.

[7] Any other services required by the customers.

Appendix-A

Self Declaration / Letter of Intent and Consent
For the Empanelment of existing System Integrators in other Circle/Units

TO
CGMT,
-----Circle,

SUBJECT: Request for Empanelment as Circle/National SI

As per the “Guidelines on Establishmnet of Customer’s Private network on Turnkey basis through System/Network Integrator (SIs)” of BSNL for providing turn key solutions to its enterprise customers the existing System Integrators (SI) may request for the empanelemt in other Circles. In this regard, it is submitted,

- (i) That, my firm/organisation/company, -----(herein after called applicant),is already empanelled as a System Integrator in -----(Name of Home Circle) ...Circle as National/Circle Level System Integrator.
- (ii) That, the applicant is interested to get empanelled as SI of your Circle also.
- (iii) That, the applicant is eligible under this policy to be empanelled as National/Circle SI.
- (iv) That, the applicant on appointment as SI, would abide by the procedure as decided from time to time by BSNL and its officers in executing the network assignments as approved for the purpose.
- (v) It is declared that the intended additional empanelment in your Circle would not affect the quality and speed of the works in my existing empanelled Circle.
- (vi) It is well understood, that Enterprise Business leads are of utmost importance and has got commercial value for BSNL and would not be mis-utilised in any form which may be detrimental to the Business interests of BSNL.
- (vii) That the quotes given by me against the queries of BSNL would be firm and to be abided by me.
- (viii) That,the acceptance of my offer against any goods or services would be at the sole discretion of BSNL and my Company would have no claim or right on any business.
- (ix) That all the terms and conditions as applicable to me in my home Circle of empanelment would be enforceable in your Circle mutatis mutandis.
- (x) That, the policy is non exclusive in nature and the applicant can’t claim any right to any business,customer,area or product etc.
- (xi) That, the applicant is aware of the empanelment is mutual and can be cancelled by either side on a due notice as per policy of BSNL.
- (xii) The applicant authorises existing Home Circle Head to have lien on the PBG submitted by me for any non performance committed in your Circle. For this purpose CGM of home Circle would act as per the advice of your Circle.
- (xiii) The applicant is well aware that if at any stage/juncture it is established that the applicant as SI has misrepresented BSNL and acted in a manner detrimental to the business interests of BSNL, BSNL would be free to make good its losses from the applicant without prediujce to any other legal remedies it may have.

Dated: (-----)

At:

Copy: CGMT,....(Home Circle).....