



BHARAT SANCHAR NIGAM LTD.

(A Govt. of India Enterprise)

No: UP(E)/EB/SI/Part-II/2017-18

Dated 20/ 10/2020

APPLICATION

For

Empanelment of System/Network Integrators (SIs) at National/Circle/Circle-Silver level in UP (East) Circle

FOR

Establishment of Customer's Private Network on Trunkey basis and maintenance of Customer's end equipments, LAN / WAN etc. for DATA services offered by BSNL

(Please check that all the 19 pages are intact in the document)

Issued by:

Signature

Name

Designation

Date

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Name of SI

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Signature of SI
As a token of acceptance of all Clauses.

O/o Chief General Manager Telecom
Enterprise Business Unit, UP (E) Circle,
7th Floor, Door Sanchar Sadan,
Laplace, Hazratganj, Lucknow – 226001
Tel: 91-522-2234002, Fax: 91-522- 2234069
E-mail: ebcellupe01@gmail.com



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

No.:UPE/EB/SI/Part-II/ 2017-18

Dated: 20.10.2020

NOTICE

Expression of Interest

Applications in prescribed Performa are invited by the PGM(EB) O/o Chief General Manager, UP(E) Telecom Circle Lucknow from eligible Company/firm for Supply, Integration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services offered by BSNL.

| | | |
|----|---|---|
| 1. | Name of Work | Supply, integration and maintenance of Customer's End Equipments, their network on LAN / WAN etc. for DATA Services offered By BSNL |
| 2. | Cost of the Form | NIL |
| 3. | EMD to be deposited along with Application form | As per annexure-I attached. |
| 4. | Last date of submission | The applications will be reviewed once in a year in the month of April. |

Eligible firm's after carefully going through all terms and condition along with eligibility conditions may **apply to AGM (EB) O/o CGMT UPE Circle, 7th Floor, Laplace, Door Sanchar Sadan, Shahnajaf Road, Lucknow – 226001**. The application form can be downloaded from www.upe.bsnl.co.in and can be submitted along with required Security deposit.

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Invitation from Eligible System /Network Integrators (SIs) for empanelment as National/Circle/Circle-Silver for Supply, Integration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services offered by BSNL

1.Introduction:- Bharat Sanchar Nigam Limited (BSNL) is a major telecommunication service provider in India.

- 1.1 It 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 started providing a state of art Multi Protocol Label Switching (MPLS) Virtual Private Network (VPN) network.
- 1.2 It is implemented over a high capacity dual layer robust MPLS Network that has inherent redundancies in routing capability guaranteeing specified service levels. The technology enables secure Virtual Private Networks (VPN) to be built and allows scalability that will make it possible for BSNL to offer assured growth to its customers without having to make significant investments.
- 1.3 BSNL also provides Video Conferencing, Voice over IP (VoIP) and a host of other value added services that could revolutionize the way a corporate business works.
- 1.4 BSNL also provides network over point to point lease lines, VPN over Broadband, VPN over WiMax, VPN over 3G etc.
- 1.5 The basic Objective of this EOI is to enable BSNL to provide complete end-to-end solution to esteemed customers, BSNL intends to have a tie up with System Integrators (SIs) who will do Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services offered by BSNL. In case if it is required, they will also do all the operations and maintenance activities related to customer end & co-ordination with concerned agencies.
- 1.6 This empanelment will be an ongoing process and the applications received will be reviewed on annual basis in the month of April.
- 1.7 BSNL can provide VPN/Network to any corner of India using a mix of Leased Line and MPLS VPN etc. Further details of the MPLS Network capabilities, pricing, Service Level Agreement (SLA) etc. will be shared with the selected SIs.

2.0 Eligibility Criteria:

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.

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:

System Integrator (SI) Structure:

| Category of SI | Basic Criteria | | Scope of service jurisdiction |
|--------------------|--|---------------------|---|
| National | Average turnover (for IT/Networking business) for last two years | Rs 20 Crore | All the Business of the Circle on PAN INDIA. |
| | Bank guarantee (BG) | Rs 15 Lakh | |
| | Minimum experience of WAN Implementation on turnkey basis | 20 Projects* | |
| | Minimum Support Centre | ** | |
| Circle | Average turnover(for IT/Networking business) for last two years | Rs 3 Crore | 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 Projects* | |
| | Minimum Support Centre | ** | |
| Circle - Silver*** | Average turnover(for IT/Networking business) 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 Projects* | |
| | Minimum Support Centre | ** | |

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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.

*Experience in EB Core Business including Computer Networking, ILL/ MPLS-VPN/ MNS etc. having number of Projects equal to the respective Criterion of the System Integrator as mentioned above, with work per FY equivalent to minimum BG.

** For Support Centers, applicant needs to give undertaking as per its category that SI shall work on PAN India (National SIs) or PAN Circle basis (Circle and Circle-Silver SIs) as applicable.

***The eligibility criterion for Circle-Silver Category can be relaxed by CGM 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. 50 lakh in this category.**

2.1 The System Integrator must be an Indian Registered **Company/Firm** – Certificate of Incorporation with copy of articles and Memorandum of Association is to be provided.

2.2 Once a SI is empanelled in National Category in any of the Circle, it can get empanelled in any other Circle with a consent letter (*Annexure - A*). Consent would authorize its home circle to revoke its BG on the advice of the additional consented Circle. Also, a Circle SI can become SI of any other Circle(s) of its choice on submitting a consent letter as above with an **additional BG of Rs. 1Lakh per Circle**.

2.3 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.

2.4 Detailed Eligibility and Operational Criteria of SI:

| S N | 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/Private limited company registered in India. | SI may be an Individual/ Proprietorship/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 applicable. (<i>Copies of relevant tax/registration certificates to be submitted before any work order to SI</i>) | |
| c | Each applicant for its empanelment as <i>SI will need to submit refundable Security Deposit (SD) of Rs. 1 Lac and Rs. 50,000 for National and Circle Level empanelment respectively</i> , in the form of a Bank Guarantee from any scheduled bank <i>valid for one year</i> . | Each applicant for its empanelment as <i>SI in Circle-Silver category will submit refundable Security Deposit (SD) of Rs. 10,000 in the form of Bank Guarantee</i> from any scheduled bank <i>valid for one year or a cash receipt of BSNL</i> for this purpose. |
| d | <i>A Performance Bank Guarantee (PBG) valid for five and half years</i> shall be submitted by applicants once selected for the <i>empanelment of Rs. 15 Lac and 3 Lac for National and Circle level SIs</i> respectively for abiding by the general rules of empanelment agreement. The refundable SD of Rs. 1.0 Lakh and Rs. 50,000 respectively submitted at the time of application for empanelment would stand released thereafter. | <i>A Performance Bank Guarantee (PBG) valid for five and half years</i> shall be submitted by applicants once selected for the empanelment of Rs. 50,000 for abiding by the general rules of empanelment agreement. The refundable SD of Rs. 10,000 submitted at the time of application for empanelment would stand released thereafter. |
| e | <i>SI shall also submit additional PBG of at least 5% of the P.O. value</i> , whenever a work is awarded to Network/SI valid for the duration of the project. However, in case of tenders, <i>SI shall submit EMD/PBG as per customer requirement on back to back basis</i> . | SI shall also submit <i>additional PBG of at least 5% of the P.O. value</i> , whenever a work is awarded to SI valid for the duration of the project. However, in case of tenders, 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 | SI shall have tie up and technical arrangement directly with the technology company or through 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 |

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| | | |
|---|--|--|
| | 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. | 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 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 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 | <i>SI shall support SLA requirement 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.</i> | |
| k | <i>Validity of the empanelment agreement shall be Five years, initially and renewal for two years, based on performance.</i> | |
| l | <i>ISP should not be allowed to become SI, and If any SI after registration becomes ISP then the SI agreement should be cancelled. Accordingly, previously empanelled SIs also to be reviewed.</i> | |

2.5 **SI already empanelled with BSNL**

2.5.1 The System Integrators might have been appointed by corporate/Circle office for similar type of jobs through EOI floated at different interval or by Corporate/Circle office.

2.5.2 Such SIs whose empanelment is valid can also apply in this EOI.

2.5.3 The EMD as well as PBG will not be applicable for the applicants who meet the eligibility criteria as mentioned above provided their PBG of Rs 5 Lakh with validity as mentioned in this EOI is available with BSNL. If the validity of PBG is falling short of requirement as under this EOI then the SI shall have to extend its validity up to required date or shall submit separate EMD and PBG for this EOI.

2.5.4 **Letter from concerned BSNL office.**

2.5.4.1 SI need to give a letter along with copy of this EOI to concerned BSNL office intimating that against the PBG submitted, they are entering into agreement with UP (E) Circle as per EOI.

2.5.4.2 SI needs to give a letter of authority to them that PBG of 15 lakhs can be en-cashed By BSNL on the request of UP (E) Circle unit and the SI will have no objection for the same.

2.5.4.3 A confirmation letter from BSNL office regarding availability of PBG of Rs. 15 Lakhs with validity along with an acknowledgement of letter given as per clause 2.11.4.2 should be taken.

2.5.4.4 The SI should submit application as mentioned in clause 12 along with BSNL Office approval letter and confirmation letter as mentioned in clause 2.11.4.3

2.5.4.5 Agreement as per this EOI will have to be entered and all terms and conditions long with the targets requirement will be applicable.

2.5.4.6 Since PBG submitted by them with BSNL is being linked to works done in several circles, hence an additional PBG of 5% value of non-BSNL portion of the project will have to be submitted, before award of work. 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.

2.5.4.7 EMD – BG of Bank Guarantee as per clause 2.10(c) to be submitted as per Performa attached & valid for 1 Year to be submitted along with the application form.

2.5.4.8 Performance Bank Guarantee (PBG): The PBG amount is INR **15 Lakhs**. – A certificate to be submitted that, once approved then bank guarantee in prescribed format will be submitted in time. The BG submitted for EMD will be returned after submission of PBG of Rs 15 Lakh.

3.0 **Terms and condition:**

3.1 This agreement is not transferable.

3.2 BSNL will engage SI for Supply, Configuration and Maintenance of Customer's End Equipments, their net-

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work on LAN/WAN etc. for Data Services for BSNL customers.

- 3.3 The short-listed SIs need to sign an agreement with BSNL as per format specified in Annexure-C.
- 3.4 BSNL and SI will jointly address the network requirements of the customer along with any other services required by the customer.
- 3.5 SI will adhere to SLA, which BSNL has offered to its customers.
- 3.6 For providing last mile connectivity to the customer, SI 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.
- 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 provide relevant equipment free of cost for demonstrating the capability of VPN, if the same is required by the customer. If any BSNL resource is required, then the same will be provided free of cost. .
- 3.9 Tie-ups for extending the services nationally and internationally will be permitted.
- 3.10. SI will also conduct CIC (Commercially Important Customer) meet/road shows/ other promotional events for generating business/creating awareness about BSNL products and services in consultation of BSNL. 50% of the estimated expenditure of the meeting can be borne by BSNL.
- 3.11 .For the customers serviced through SI, the SI shall provide to BSNL 24 hrs, 7 days a week helpdesk, either web based or IVR based. 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.
- 3.12 .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 or as per SLA terms agreed with customer.
- 3.13 .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.
- 3.14 .The SI need to mention the make & model of the equipments which he will be supplying. Though exact requirements will be as per customers request yet the general technical specification of the Customer's End Equipments, their network on LAN/ WAN etc. is attached at Annexure-A for information.
- 3.15 .Whenever any SIs 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.
- 3.16 .SI will also help and extend support to National Account Mangers/Key Account Managers in customer meetings, etc.
- 3.17 .Empanelled SI can also be engaged by the CGM Telecom Circles / Telecom Districts / Regions for providing support to customers, for which additional incentive mutually agreed between SI and the CGM concerned will be worked out. This will be based on the quality and quantum of support envisaged. This is to ensure customer friendly pre and post one point after sales services to the customers.
- 3.18 .SIs will use their own distribution network. The area of operation will be across the country.
- 3.19 .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.
- 3.20 .The commissioning of circuits/VPN will be the responsibility of SI. The hardware and services required for Commissioning of VPN must be made available as per schedule given in PO. Normally the Commissioning of the project will be **within twelve weeks** from the date of Advance Purchase Order or as per customer requirements.
- 3.21 .SI will depute appropriate resources to monitor and manage the progress of the project.
- 3.22 .SI should give onsite warranty of twelve months from the date of Commissioning of circuits/VPN. Warranty cost will be included in the cost of equipment. For any unforeseen delays due to justified 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 under the concurrence of end customer. 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.
- 3.23 .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

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be final and binding.

- 3.24. SI shall provide maintenance and support services to BSNL in respect of the Equipment for new customer sales.
- 3.25. SI shall carry out quarterly preventive visit to each VPN site, if the equipments are under warranty or AMC with the SI.
- 3.26. 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.
- 3.27. 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.
- 3.28. 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.
- 3.29. 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 3 years for all future dealings with BSNL.
- 3.30. The customer can pay either directly to BSNL or through SI by cheque / DD drawn in the name of BSNL. In case the customer is paying to SI, then SI will intimate the nodal officer latest by the next working day along with deposit of the cheque / DD collected.
- 3.31. The BSNL shall have no liability or obligation for any State or Local Government levies / taxes for providing services by SI under this Agreement.
- 3.32. **Obligations of BSNL** – 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 SI shall not have any role assigned in that. The SI shall duly follow the policies and directives of the BSNL in the marketing, promotion and advertising of the Services.
- 3.33. The charges and other tariff charges by the BSNL for the services are the sole prerogative of the BSNL and the SI shall not represent to customers 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 SIs. Over and above, BSNL shall inform the SI of any other charges and tariff changes to facilitate him to conduct the business on behalf of BSNL.
- 3.34. In case of competitive tariff from the competitor and / or any specific requirement of the customer the SI will bring it to the notice of nodal officer for necessary decision. As per the decision further action will be taken by the SI.
- 3.35. The specific decisions so taken by the BSNL is for a particular case only and the SI is not authorized to quote the same to other parties unless and until the same has been authorized by BSNL.
- 3.36. BSNL shall provide certain benefits to the SI during the tenure of this Agreement as per the policies of BSNL which shall be announced and intimated to the SI from time to time. However in case the SI starts dealing in promotion and marketing of services of any competitor of BSNL or this agreement is terminated for any reason whatsoever, the BSNL shall forthwith withdraw the aforesaid benefits.
- 3.37. SI can do the publicity/ exhibitions / conferences for promotions. The format as well as content along with estimated expenditure will be pre-approved by BSNL. Up to 50% of estimated expenditure may be reimbursed by BSNL.
- 3.38. BSNL reserves the right to appoint any number of System Integrators in this category or sell directly or through other channels also. 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 appointed through this EOI will have to meet targets as specified.
- 3.39. 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. Additional incentive may be considered by BSNL on mutual consent basis based on the quality and quantum of support system envisaged.
 - 3.39.1 One window interface for all its requirements for provisioning, operation and after sales services.
 - 3.39.2 Fast provisioning of the services.
 - 3.39.3 Reliable quality services during operations.
 - 3.39.4 In case of fault, attending the same within reasonable period of time and with desired promptness.
- 3.40. For providing improved SLA to customers.

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3.41 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.

4.0 Scope of the Work

4.1. BSNL intends to capture a sizeable portion of growing data market. To achieve it and to provide complete solution in a strict time frame, empanelment of eligible System Integrators are proposed to be done.

4.2. The SI shall do Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services for BSNL customers.

4.3. The modus-operandi of various types of possible cases is as mentioned below. Now a day's customer desires to have a complete solution from the service Provider, which includes the customer's requirements. The possible customer requirements have also been explained below. The provisioning of customers requirements, if required by customer will also be dealt as per the procedure explained in types of possible sales.

5.0. Allocation of work of Network Integration and supply:

5.1 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.

5.2 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.

(ii) The genuineness of rates however would continue to be vouched by the Circle Standing Committee.

6. Customer Requirements:

The possible requirements other than the BSNL services could be as follows. It is just an illustrative list and not the exhaustive one. The guiding principle is anything asked by customers is customer's requirement.

6.1 All equipments / services / IT integration asked by the customer apart from BSNL data services.

(a) At times customer wants the equipments 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 backed 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.

(b) In case the equipments/solutions needed by the customer are available with BSNL then the same will be supplied unless and until the same is refused by the customer due to compatibility or any other issues.

7. Payment Terms:

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).

7.2 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..

7.3 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.

7.4 Normal payment condition may be that 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, after receipt of payment from the customer. However actual condition may vary as per terms finalized with customer.

7.5 The AMC payment, wherever entered will be made quarterly and after the expiry of quarter subject to fulfillment of SLA and maintenance schedule.

8 Penalty Clause:

8.1 **Delayed Supply:** 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 three weeks and @ 0.7% per week thereafter, subject to maximum LD of 5% of the total value of the delayed equipment.

8.2 **Delayed Commissioning:** 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 to SI. A penalty at the rate of 0.5% of the cost of hardware and bandwidth charges 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 two 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

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cost and risk of the SI from any other vendor.

- 8.3. The penalty clauses may vary as per project requirement also. The same shall be decided on case to case basis and mentioned accordingly in the PO for that project.
- 8.4. 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 balance payment or security deposits, if due to failure on the part of SI, BSNL could not meet the SLA/PO conditions.
- 8.5. 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.

9. Empanelled SIs utilization by Telecom Circles:

- 9.1 Circle /SSA /Any other BSNL units can use fully empanelled SIs through this EOI.
- 9.2 While awarding work to SI the concerned Circle/SSA/Any other BSNL units will take a PBG of 5% value of non-BSNL portion of the project, before award of work. 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.
- 9.3 Payment will be normally made to SI within 3 weeks from the date of the submission of the bills and the receipt of payment from end customer whichever is later.

10. Agreement:

10.1 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.

10.2 Extension of Agreement:

10.2.1. 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.

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

10.3 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.

10.4 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.

10.5 Suspension, Revocation or Termination of agreement:

10.5.1 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.

10.5.2 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:

- (i) The SI failing to perform any obligation(s) under the agreement;
- (ii) The SI failing to rectify, within the time prescribed, any defect as may be pointed out by BSNL.
- (iii) Non adherence to SLA which BSNL has committed to customer.
- (iv) The SI going into liquidation or ordered to be wound up by competent authority.
- (v) 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 month 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.
- (vi) If the SI 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

Name of SI

Designation

Signature of SI

As a token of acceptance of all Clauses.

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.

(vii) It shall be the responsibility of the SI 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 SI and Performance Bank Guarantee shall be forfeited, without any further notice.

(viii) 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 SI or not? The SI shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry.

10.6 Actions pursuant to Termination of Agreement:

Notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement. Neither Party shall represent the Other Party in any of its dealings.

10.6.1. 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.

10.6.2. Each party shall stop using the other Party's name, trademark, etc., in any audio or visual form. 10.6.3. 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.

10.7 Dispute Settlement:

10.7.1. In the event of any question, dispute or difference arising under this agreement or in connection therewith (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 UP(East)/CGM Circle, BSNL. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.

10.7.2 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 UP (East) /CGM 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.

10.7.3. 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 the CGM UP (East) /CGM Circle, BSNL or such other places as the arbitrator may decide.

11. Performance Bank Guarantee: -

11.1 Each empanelled SI will need to submit 'Performance Bank Guarantee' (PBG) of Rs 15 lakh & 3 Lakh for National & Circle empanelment while Rs 50,000 for Circle-Silver level 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 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.

11.2 Amount of PBG shall be reviewed at the end of the first year and thereafter on yearly basis. After the first year PBG shall be 5% of total payment received by the SI from BSNL in the previous year or bank guarantee prescribed above, whichever is higher. The bank guarantee for the difference of additional amount (if any) be paid by the SI within 30 days of the start of the New Year. 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 and his risk and cost. No interest or compensation whatsoever shall be payable by BSNL on such encashment

Name of SI

Designation

Signature of SI

As a token of acceptance of all Clauses.

12. 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. The 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.

13. Confidentiality of Information & Intellectual Property :

Subject to conditions contained in this Agreement, the SI shall take all necessary steps to safeguard the privacy and confidentiality of any information about BSNL and its customers from whom it has acquired such information by virtue of the Service provided and shall use its best endeavors to secure that:

13.1 No person acting on behalf of the SI or the SI himself divulges or use such information except as may be necessary in the course of provisioning of BSNL Data Services as mentioned in Annexure .

13.2 No person seeks such information other than is necessary for the purpose of provisioning of BSNL Data Services as mentioned in Annexure 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. The SI shall take necessary steps to ensure that the SI himself/herself and any person(s) acting on its behalf observe confidentiality of customer information. The SI shall, prior to commencement of this agreement, confirm in writing to BSNL that the SI has taken all necessary steps to ensure that it and its employees shall observe confidentiality of customer information. This clause shall survive the termination or expiry of this Agreement.

14. Intellectual Property:

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 SI, for BSNL or provided to the SI by BSNL shall be the exclusive property of BSNL and shall be kept confidential.

The SI, 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.

The SI 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.

All information and documents supplied to the SI 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.

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.

15. Indemnification:

The SI 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:

Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party;

Any breach of the terms and conditions in this agreement by the SI.

Any claim of any infringement of any intellectual property right or any other right of any third party or of law by the SI;

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

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

Name of SI

Designation

Signature of SI

As a token of acceptance of all Clauses.

including consequential loss, suffered by the other party on this account.

16. Submission of application:

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.

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

- (1) Certificate of Incorporation with copy of Articles & Memorandum of Association.
- (2) Certified copy of PAN& GST issued by Government of India.
- (3) Authorization for signing authority in form of Board resolution and/or General Power of Attorney.
- (4) Annual reports of last two financial years, together with copies of Audited balance sheets of corresponding years.
- (5) Organizational chart details with the list of support office at major cities of the country. They should also submit their web site details, if any. (Undertaking in this regard required)
- (6) Certificate of experience (Work order/LOI etc) as defined in eligibility criteria along with customer details, project profile with dates, addresses & telephone numbers of the customers.
- (7) Letter from all the OEM's (Original Equipment manufacturer) whose make of equipments they proposed to supply as reseller. Further, preferably from OEM or else SI must state that, if required, the products / solution proposed by SI will be supported for at least three years, extendable to seven years. The support beyond warranty will be on paid basis.
- (8) The SIs are supposed to submit along with their application the product catalogue along with price list of the OEM's to whom they are sales partner and through which they propose to operate. It is fully understood that catalogue and price list is only for information to BSNL and is subject to change without any intimation to BSNL.
- (9) Willingness letter to work across India for National level empanelment.
- (10) Refundable Security Deposit (SD) as per the detailed eligibility Criteria in the form of Bank Guarantee (BG) from any scheduled bank with validity of 1 year is to be submitted along with the application form.
- (11) Undertaking that they will submit PBG of desired value as per their eligibility of empanelment of National/Circle/Circle-Silver within 3 weeks of approval in the format specified in the EOI. The SD (BG) submitted for security will be released after submission of PBG.
- (12) Any other documents as per eligibility conditions.

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.

The application may be sent in a sealed cover marked "Application for empanelment of National/Circle/Circle-Silver for Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services for BSNL customers" to AGM(EB) O/o PGM(EB) , UPE Circle, 7th Floor, Laplace Sadan, Hazratganj, Lucknow 226001.

The evaluation of the application will be carried out by taking into consideration the eligibility criteria as mentioned in clause 2 of EOI.

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.

Name of SI

Designation

Signature of SI
As a token of acceptance of all Clauses.

Annexure-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 Establishment of Customer’s Private network on Turnkey basis through System / Network Integrator (SIs)” of BSNL for providing turnkey solutions to its enterprise customers the existing System Integrators (SI) may request for the empanelment in other Circles. In this regard, it is submitted,

- (i) That, my firm/organization/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 authorizes existing Home Circle Head to have lien on the BG 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 prejudice to any other legal remedies it may have.

Dated:

At:

(-----)

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

Name of SI

Designation

Signature of SI
As a token of acceptance of all Clauses.

Annexure- B

FORMAT FOR PERFORMANCE BANK GUARANTEE

To,

The AO (EB),
O/o PGM (EB)
7th Floor, Laplace, Lucknow

In consideration of the BSNL having agreed to sign an agreement with M/s_____ (Hereinafter called 'System Integrator ') to 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 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 TWO 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.

Name of SI

Designation

Signature of SI
As a token of acceptance of all Clauses.

(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
Name
Occupation
Address

Signature
Name
Occupation
Address

Place
DATE

Place
DATE

Name of SI

Designation

Signature of SI
As a token of acceptance of all Clauses.

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.

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 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. UP(E), Lucknow (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 DATA 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 offered By BSNL. The SI has approached BSNL for authorizing it to act as its System Integrator for 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 number, 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.

Name of SI

Designation

Signature of SI

As a token of acceptance of all Clauses.

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. _____ (in words) _____ as a security towards due observance and performance of terms & conditions of this Agreement. This bank Guarantee shall be valid for _____ 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 s, 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, 2016 .

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

PGM(EB)BSNL UP(E) Lw

Signed on behalf of M/s**PRIVATE 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
Name
Occupation
Address

Signature
Name
Occupation
Address

Place
DATE

Place
DATE

Name of SI

Designation

Signature of SI
As a token of acceptance of all Clauses.

Annexure-D
Format for BG for EMD

To

AO (EB)
Office of PGM (EB)
UP (E) Circle
Lucknow

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..... 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 guar-
antee 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 180 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 its stamped on this Day of
.....2016 at

Designation.....
Bank's Common Seal.....
Attorney as per power of Attorney
No.....

Witness
Signature.....
Name

Name of SI

Designation

Signature of SI
As a token of acceptance of all Clauses.