Bharat Sanchar Nigam Ltd.

(A Govt. of India Enterprise)

EOI Document

Empanelment of System Integrators

For Establishment and Maintenance of Customer's Private Network

No:CGM/CNTX-S/CHI/MM/NIT-16/SI Empanelment/2024-25/ Comp.no 42920 Dtd 22-06-2024

O/o The Chief General Manager,
Core Network Transmission South, BSNL,
#11, Link Road, Ganapathy Colony,
Guindy, Chennai - 600 032

Signature of the Bidder with seal

Bharat Sanchar Nigam Limited
(A Government of India Enterprise)
O/o The Chief General Manager, Core Network Transmission South, BSNL,
#11, Link Road, Ganapathy Colony, Guindy, Chennai - 600 032
Mob: 9486107064 **MM CELL** email: agmmm1cntxs@gmail.com

No:CGM/CNTX-S/CHI/MM/NIT-16/SI Empanelment/2024-25/ Comp.no 42920 Dtd at Chi-32 the 22-06-2024

NOTICE INVITING EOI (EXPRESSION OF INTEREST) For Empanelment of System Integrator for Establishment and Maintenance of Customer's Private Network

Sealed EOIs are invited by the Chief General Manager CN Tx-South, Chennai-32 on behalf of BSNL from eligible bidders for Empanelment of System Integrator for establishment and maintenance of Customer‟s Private Network . The empanelment shall be applicable for a period of five years.

1.	Name of Work	Empanelment of System Integrator (SI) for establishment and maintenance of Customer‟s Private Network.
2.	Cost of the form	Rs.2360/- (including 18% GST) (non-refundable) To be submitted in form of Demand Draft (DD) from any scheduled bank drawn in favor of "AO(HQCO), O/o CGM, STR, BSNL, STR, Chennai-32"" and payable at Chennai.
3.	Sale of form	Can be downloaded from www.cntxs.bsnl.co.in
4.	Bid Security	i) For National SI - Rs. 1,00,000 /- (Rupees One Lakh only) in the form of Bank Guarantee from any scheduled bank. ii) For Circle SI – Rs.50,000/- (Rupees Fifty Thousand only) in the form of Bank Guarantee from any scheduled bank. iii) For Circle-Silver & BA-Silver SI – Rs.10,000/- (Rupees Ten Thousand only) in the form of Bank Guarantee from any scheduled bank. Validity of Bank Guarantee is One year -The format of Bank Guarantee is attached as Annexure-III
5.	Last date and time of submission of applications (EoIs)	Open Ended
6.	Receipt of EoI	EOI Opening & Evaluation
	EoI's received up to end of a quarter	Normally EoI's Shall be opened and evaluated on quarterly basis (Ex:EoIs received from Jan to Mar shall be evaluated from 1st April onwards). However, BSNL reserves right to open EOI(s) as per its requirement.

EOI documents should be submitted in duly sealed cover with clear superscription "EOI for Empanelment of System Integrator" addressed to AGM(MM) O/o Chief General Manager, Core Network Transmission South, BSNL, No.11, Link Road, Ganapathy Colony, Guindy, Chennai - 600 032 along with the necessary documents.

 Signature of the Bidder with seal

Bharat Sanchar Nigam Limited
(A Government of India Enterprise)
O/o The Chief General Manager, Core Network Transmission South, BSNL,
#11, Link Road, Ganapathy Colony, Guindy, Chennai - 600 032
Mob: 9486107064 **MM CELL** email: agmmm1cntxs@gmail.com

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 Signature of the Bidder with seal

1.0 INTRODUCTION

1.1 Bharat Sanchar Nigam Limited (BSNL) is one of the largest & leading public sector units providing comprehensive range of telecom services 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 deployed state of the art Multi Protocol Label Switching (MPLS) based Virtual Private Networks (VPN).

1.2 Growth in industrial and IT sectors in India during last few years has created new business opportunities in telecom sector. BSNL has leveraged its widespread telecom network resources in India to tap these business opportunities and provide customized network solutions and services to its clients. Enterprise Business Cell is formed in every circle of BSNL to undertake such new business activities in India.

2.0 OBJECTIVE OF THE EOI

2.1 The basic objective of this EOI is to enable BSNL to provide complete end-to-end solution to its esteemed enterprise customers. BSNL intends to have a tie up with System Integrators who can supply, configure, integrate 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.

2.2 As a part of the digital Enterprise Business Strategy and to provide digital complete communications solutions and to popularize the advanced Communication Technologies like SDWAN, M2M, IDC cloud services , IOT,VSAT, Satellite phones,P2P, MPLS-VPN, Cyber Security (SECaas),ILL, Broadband Services, High speed Data/Internet access on 3G/4G/5G,private 4G/5G N/W,E-learning/Edu-Tech services, SIP Trunk and bulk push SMS solutions, cloud computing viz Managed colocation, Managed Hosting, Managed IT Services, aimed at the high profile and Corporate Customers and Prospective Customers of BSNL and in order to eliminate the enormous delay encountered in finalization of the regular Tenders, BSNL CNTx-S Circle desires to empanel System Integrators (network integrators) to Design, Configure, Install, Test and commission, Manage and maintain Corporate Networks.

2.3 Some of the Customers are also inviting bids through open tender for setting up of WAN network using VSAT for them. In order to acquire the new business, BSNL, CNTX-South , VSAT unit Bangalore 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 and related items, configuration and integration with existing network, operation, maintenance and support related to customers. The successful System Integrator should not enter into any agreement with other competitors of BSNL in this regard for the same work.

2.4 The BSNL, CNTX-South , VSAT unit at Bangalore is providing VSAT services throughout the country to various customers like banks, Defence forces, NDMA, Public & Private sector companies. The SI's shall also be engaged for VSAT works like installation & commissioning of VSATs, Fault Maintenance ,shifting dismantling and other VSAT activities required both in onshore and offshore locations.

 Signature of the Bidder with seal

2.5 The System Integrators as per this EOI shall be categorized as National and Circle System Integrators. While National System Integrators shall have presence throughout the country, the Circle System Integrator shall have their presence in Tamilnadu, Pondicherry, Kerala, Karnataka, AP & Telangana, Andaman & Nicobar Islands & Lakshadweep Islands under CN TX-South area.

2.6 The successful system integrator should enter into an agreement with BSNL CNTX-South, Chennai for establishment and maintenance of Customer's Private Network especially for the VSAT EB unit for implementation/installation on turnkey basis including supply, installation, integration and maintenance of networking equipments and related items. The SI's shall also carry out VSAT related works for new EB VSAT works as well as for the existing VSAT network under PGM(EB & SAT) unit Bangalore.

2.7 While the process of empanelment of System Integrators is based on the performance related factors like track record, reputation, skill set level, technical aptitude, turnover, Points of Presence, support centers, established uptime ratings like MTBF, MTTR etc.

3.0 SCOPE OF WORK

3.1 The scope of work for the empanelled agencies is defined below. Any other work related to rearrangement, reconfiguration of Network Hardware or Software etc., will also be forming part of the scope as is decided time to time.

3.2 Study of Existing System and connectivity Media

- Studying the existing hardware and Software of the Customer for
  a. Re usability
  b. End-of-life Model/ Condition of Currency of OEM support
  c. Technical compatibility with the proposed configuration etc.
- Checking up the Customer Site conditions for suitable Ambience, Pure Power, Stand by Power, Standard Earthing, Structured wiring etc.

3.3 Requirement Analysis

- Interacting with the Customer onsite to understand, Identify, define and analyze the Business Problem of the Customer since the primary reason for system failure is not a faulty technical solution but the lack of user acceptance or clear understanding of requirements.
- Base lining all the requirements
- Mapping the Customer requirements with the Business/Functional design
- Understanding, analyzing and documenting system requirements
- Preparation of System Requirement Specification (SRS) Document
- Identification and Preparation of Standards
- Preparation of Project Plan
- Preparation of Test Strategy Document
- Establishing Acceptance Criteria
- Setting up and testing connectivity between Customer location and BSNL Node

- The solution must—
  a) Encompass existing systems with new requirements
  b) Provide simple maintainable solution for complex networks to make the solution cost effective, robust, and technically suitable.
  c) The solution identification process must clearly consider the future needs and expected Technology upgrades.

3.4 Network Design and Test Planning

•Refining the confirmed Requirement Specifications

•Preparation of a High-Level Design (HLD) Document that helps to visualize the process flow at a technical level

•Preparation of Network Diagram for Voice , Video and data

•To work closely with the implementation team to help facilitate the translation of the HLD to a detailed level design Document (DLD). The DLD must take the technical process from the HLD and granulate it physical networking components (Active, passive and WAN connectivity) there by creating a one-to-one mapping from a process to physical system to accomplish the high-level technical task.

•Preparation of Acceptance Test Plan and Test cases

•Assisting the Customer in preparing acceptance test Schedule.

•Mapping Preliminary and detailed overall design to suit the Customer requirement

•Identification of all the entities, their relationships and inter- dependencies

3.5 Infrastructure Development

- Sourcing and procuring and integrating Technology components such as the Routers, firewalls, modems, NMS systems, Network tools
- Establishing the Communication Links.
- Providing an opportunity to the Customer to have a second opinion, based on the Technology solution chosen vis-à-vis the budget limitations of the customer to choose the hardware components to suit the requirements and smooth implementation of the proposed project.

. Conduction of POC by SI, wherever demanded by the customer, by deploying his manpower and equipments at his own cost.

3.6 VSAT EB works:

- Coordination with BSNL in acquiring of new VSAT EB projects on nomination basis /by participation in tenders.
- Conduction of POC by SI, wherever demanded by the customer, by deploying his own manpower and equipments at his own cost.
- New and existing VSAT EB works under PGM(EB & SAT) unit Bangalore for VSATs in offshore and/or onshore locations which includes

a) Survey of Site b) Installation, Testing & commissioning of VSAT c) shifting d) Migration e) Preventive maintenance f) AMC of VSATs g) Dismantling & transportation of VSATs

3.7 Implementation and Acceptance Testing

 Signature of the Bidder with seal

- Implementation and configuration of hardware for the specified functionalities
- Connectivity Integration and co-ordination with customer and BSNL
- Conducting relevant functionality tests
- Integrate, configure and test the Network Components
- Arranging Acceptance Testing by the Customer
- Track, analyze, escalate and resolve the Issues
- Arrange retesting
- Deployment of People support
- Preparation of Implementation Manual
- Handover the Implemented Infrastructure along with the Test Reports
- Enter into Annual Maintenance Phase

3.8 Project Management

- Establishing the framework for project operation; discipline; communication and reporting; procedural and contractual activities
- Establishing a program office and a project office and tailoring the project management approach to fit the Customer's goals and environment
- Establishing an executive steering committee comprising of key executives of the Customer, of the Network Integrator and of BSNL to monitor and liaison the project progress and to effectively execute the Change Control Procedure

3.9 Co-Warranty and Post-Warranty Annual Maintenance

- Drafting and executing an SLA to suit the connectivity uptime needs of the Customer
- Preparation of a Test Schedule for Preventive maintenance
- Deploying the technical people support to all the strategic locations to maintain the connectivity uptime as committed in the SLA
- Procurement and strategic distribution of redundant network hardware to honour the Warranty and SLA commitments
- Performing the periodical preventive maintenance tests of functionality and redundancy
- Design and implement an appropriate escalation mechanism to address the hardware defects
- Liaison with the Component manufacturers and with BSNL executives to ensure timely delivery of the Network components as the SLA conditions warrant.

3.10 To Design, Configure, Install, Test and commission, Manage and maintain Corporate Networks.

3.11 System Integrator shall be responsible for end to end testing and customer acceptance during commissioning. Further, Network Integrator shall provide either web-based or IVR-based 24 x 7 Help Centre. The help centre should receive all types of complaints from customers and take up with concerned authorities in BSNL for clearance of faults within 4 hours or as defined in SLA entered with customer.

3.12 The software upgradation shall be provided free of cost by SI for a minimum period of first year or for higher period which shall be agreed by BSNL and the SI on a project to project basis. However, SI shall continue to provide software up gradation on chargeable basis for subsequent

years.

3.13 System Integrator will ensure availability of all spare parts for five years period.

3.14 System Integrators shall carryout quarterly preventive visit to each WAN site or as per the customer requirement which will be notified in the terms and conditions for respective project.

3.15 **For Special Projects to VSAT EB customers::**

As per the requirement of the customer, the SI/Network integrator should provide a complete networking solution using VSAT services for the special projects to VSAT EB customers. This includes supply, installation, testing, commissioning and maintenance of the complete network.

Supply of equipments :

- VSAT materials (Antenna with accessories, Feed, LNB(Universal), BUC(1W/2W/3W), HTS Modem with Power Adapter, RG-6/RG-11 cable, RG-6/RG-11 connectors, LAN Cable-Cat5E/6E(3M/5M) with RJ-45 connectors, Power cable etc.)
- Network Elements (Router, L2 Switches ,L3 switches, Wi-Fi router, Audio IP phone, Video IP phone ,Multi conferencing unit etc.)
- Infra elements (UPS & Batteries, Solar panel, Monkey cage, Power cable, PVC pipes/trays, sealing materials, Earthing materials etc.)
- Any other VSAT equipment/ networking / infra equipment required for the project.

Installation & Maintenance works:

- VSAT along with networking elements (Router, L2 Switches ,L3 switches, Wi-Fi router, Audio IP phone, Video IP phone ,Multi conferencing unit etc) installation, testing , commissioning & maintenance.
- Monkey cage installation.
- Construction of platform (as per site conditions) and antenna base cement concreting /RCC slab (with 1.5ft X 1.5ft X 1.5ft dimensions) to be done if required.
- UPS installation and maintenance.
- Water proof sealing/taping of all joints in ODU.
- All types of Cabling (RF, Network, IFL, Electrical) with proper clamping/Conducting, with casing /capping casing or with PVC trays)
- Opening of entry/exit hole in wall/slab for cables in system/server room by VSAT Vendor and closing the same with proper material like cement/POP as per the customer request.
- Printed labeling to be provided on the IDU with the following details:

1. Site Code/Name 2. IP address 3.Subnet mask details 4. Customer Care Number

- Photograph to be taken for ODU, IDU, UPS & Cables after installation. Photograph should be site wise with nomenclature consists of site name & CMS code.
- Any other installation & maintenance works required for the project.

4.0 ELIGIBILITY AND OPERATIONAL CRITERIA OF SI:

4.1 : Qualifying Criteria :

Category of SI	Basic Criteria		Booking of Business	Delivery of Business
National	Turnover	Rs. 20 Cr,	Any business of the Circle/Unit	PAN India
	Experience	Rs.10 Cr.		
	Performance Bank Guarantee (PBG)	Rs. 15 Lakh		
Circle	Turnover	Rs. 3 Cr.	Any business of the Circle/Unit.	Anywhere in Home Circle including adjoining Circles or any three Circles
	Experience	Rs.1.5 Cr.		
	Performance Bank Guarantee (PBG)	Rs, 3 Lakh		
Circle- Silver	Turnover	Rs. 20 Lakh	Any business of the Circle with SI component value up to Rs. 50 lakh per project / Annum.	Anywhere in Home Circle or part of Home Circle.
	Experience	Rs. 10 Lakh		
	Performance Bank Guarantee (PBG)	Rs.50,000/-		
BA Silver	Turnover	Rs. 10 Lakh	Any Business of the BA with SI Component value up to Rs. 25 lakh per project / Annum.	Anywhere in Home BA Including adjoining BAs or three BAs
	Experience	Rs. 5 Lakh		
	Performance Bank Guarantee (PBG)	Rs.25,000		

Note: (i) Turnover = Average Annual Turnover for last two financial years as per P & L Account/ITR.

(ii) Experience - Experience in supply, installation, integration and maintenance of networking equipment/ solutions/ services for WAN/ LAN/ IT Services, end user connected equipment (wired/wireless) like Wi-Fi, blue-tooth, loT or non-loT devices / CCTV etc. For this CA Certificate or Experience Certificates are to be submitted.

(iii) National Sl's:

(i) Once an SI is empanelled in National Category in any of the Circle, it will be deemed to be empanelled in other Circles also for projects having total SI Component values Rs. 1 Cr and above.

(ii) Circles to invite quotes from all such National SIs along with their locally empanelled SIs through e-tendering. List of such National empanelled SIs shall be taken from EB Portal or any other subsequently available IT Tool.

(iii) However, such National SIs shall be free to decide whether to work or not in Circles where the SIs have not empanelled (Other than Home Circle and Non-Consented Circles)

(iv) A National SI can also get empanelled in other Circles with a consent letter (Annexure-X). In that case the concerned Circle(s) (Consented Circle/s) will invite bids for value below Rs.1Cr also from such National SIs.

(v) National SIs empaneled at their initial/first empanelment Home Circle / Units are eligible for projects having SI Component values below Rs. 1 Cr also.

(vi) National SIs will not be required to submit PBG of Rs. 15 Lakhs in Circles other than home Circle.

(iv) Circle SIs:

(i) A Circle SI can become SI of any other Circle(s) of its choice on submitting a consent letter (Annexure-X) as above with an additional BG of Rs.1 Lakh per Circle, provided such SI is meeting the SI eligibility criteria of that Circle(s).

(v) Circle-Silver/ BA SIs:

The eligibility criterion for Circle-Silver/BA category can be relaxed by CGMs for the applicants such as qualified Engineers, experienced telecom/IT professionals etc.

4.2 Detailed Eligibility and operational Criteria of SI:

SN	National SIs and Circle SIs	Circle-Silver SIs and BA- SIs
(i)	SI or its parent company should be a Company /LLP/ Partnership firm, registered in India.	SI may be a company / LLP/ Partnership firm registered in India.
(ii)	The SI should have a valid GST registration certificate as applicable.	
(iii)	A) SI shall be required to submit additional project-wise PBG value as per instructions issued from time to time. B) However, for the projects of Home Circle/BA only, no additional PBG shall be required to be submitted by the SIs till such time the main PBG submitted by the SI remains sufficient to take care of all the PO values cumulatively. C) The Home Circle/Unit would only be authorized to forfeit/withhold SI's PBG on the advice of any other Circle(s) based on the SIs performance, if any. D) In tender cases, SI shall submit EMD/PBG as per customer requirement on back-to-back basis. Also, CB Cell Letter No.- 53/1/BFC1-BA/BG Limit Auth./2020-21 dated 28.08.2020 & 53/1/BFC1-BA/BG Limit Auth./2022-23 dated 13.10.2022 or any latest instructions are to be referred in the subject matter	
(iv)	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 supply, installation, integration and maintenance of networking equipment/ solutions/ services for WAN/ LAN/ IT Services, end user connected equipment (wired/wireless) 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, Wi-Fi, blue-tooth. loT or non-loT devices, CCTV etc. 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 so as to ensure long term support to the core building block for supply, installation, integration and maintenance of networking equipment/ solutions/ services for WAN/ LAN/ IT Services, end user connected equipment (wired/wireless) 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, Wi-Fi, blue-tooth, loT or non-loT devices, CCTV etc. and basic computer related software etc.

(v)	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.
(vi)	SI shall provide 24X7 help center either web-based or IVR based. SI shall ensure consultation, assistance and advice within four hours or as defined in SLA entered with customer. In other cases, complaint may be attended within eight hours.	SI shall maintain 24X7 help number. SI shall ensure consultation, assistance and advice within four hours or as defined in SLA entered with customer. In other cases, complaint may be attended within eight hours.
(vii)	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.	
(viii)	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.	
(ix)	SI shall support SLA requirements of BSNL customers and ensure its compliance. In case SLA commitments are not met, SI shall be responsible for payment of penalties, if any, imposed by the customer.	
(x)	Validity of the empanelment agreement shall be Five years, with provision of renewal for another two years, based on performance.	
(xi)	SI cannot be a TSP/ISP, and If any SI after registration becomes TSP/ISP then the SI agreement will be cancelled.	

4.4 The SI Policy would be non-exclusive, walk-in & Open for all eligible categories and would remain hosted onCircle websites under “Business Opportunity Section”.

4.5 The Policy would be operated in sync with the EOIs of Circles, having attendant conditions mentioned therein above.

4.6 The process of empanelment of System Integrators is based on the performance related factors like track record, reputation, skill set level, technical aptitude, turnover, Points of Presence, support centers, established uptime ratings like MTBF, MTTR etc.

4.7 The successful system integrator should enter into an agreement with BSNL CNTX-S for establishment of WAN for implementation/installation on turnkey basis including supply, installation, integration and maintenance of networking equipments and related items.

4.8 The empanelment of System Integrators will be on a Non-exclusive basis. 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.

4.9 Network Integrator shall support SLA requirements of BSNL Customers and ensure its compliance. In case SLA commitments are not met, Network Integrator shall be responsible for payment of penalties, if any, imposed by the Customer on account of failure due to hardware, software,

network elements etc., supplied by system integrator.

4.10 Payment to System/Network Integrator shall be on back to back basis, ie as and when customer pays BSNL, BSNL shall pay to System/Network Integrator. Penalties if any imposed by the customer shall be adjusted by BSNL and the System/Network Integrator will receive payment after deducting penalties etc.

4.11 The S.I should have registration in GeM portal as seller

5.0 SUBMISSION OF EOI DOCUMENTS :

5.1 Documents must be submitted in sealed cover superscribed as 'EoI for Empanelment of System Integrators'

5.2 Sealed EoI's should be submitted to
Assistant General Manager (MM)
O/o The Chief General Manager,
Core Network Transmission South, BSNL,
#11, Link Road, Ganapathy Colony,
Guindy, Chennai - 600 032

For any clarifications/queries bidder should mail/contact to agmmmcntxs@gmail.com

5.3 BSNL is not responsible for loss, damage, delay caused by Postal Department, Courier Firm or any other Agency

6.0 DOCUMENTS TO BE SUBMITTED

EOI Document should consist of the following. EOI submitted without the following documents will be summarily rejected.

6.1 Tender form cost & Bid Security (as applicable) in format at Annexure-III.

6.2 EOI document copy duly signed with seal on all the pages .

6.3 Declaration in the Proforma given at Annexure I— duly signed by the Authorized Signatory

6.4 Firm Profile in the Proforma given at Annexure II— duly signed by the Authorized Signatory.

6.5 Performance Bank Guarantee a per proforma given at Annexure IV

6.6 Agreement in the Proforma given at Annexure V— duly signed by the Authorized Signatory

6.7 Certificate of Non employment of near relative in the Proforma given at Annexure VI— duly signed by the Authorised Signatory

6.8 Certificate of Non-registration as ISP in the Proforma given at Annexure VII— duly signed by the Authorised Signatory

6.9 Certificate of Non-Blacklisting in the Proforma given at Annexure VIII— duly signed by the Authorized Signatory

6.10 Undertaking to work on Pan India or Pan circle basis in the Proforma given at Annexure IX— duly signed by the Authorised Signatory

6.11 Self-declaration /Letter of Intent and consent for the Empanelment of existing SI in other circle /Units in the Proforma given at Annexure X— duly signed by the Authorised Signatory

6.12 Bank details Mandate form of Bidder/Vendor Annexure XI

6.13 Copy of the PAN of the Firm

6.14 Certificate from Chartered Accountant or Profit & Loss Account as a Proof of Turnover Copy of the Audited Balance Sheets for the last ~~three~~ two years .

6.15 Copy of the Service Tax Registration/GST Registration.

6.16 Certificate of Authorized Dealership/ Distributorship, wherever applicable

6.17 The list of National wide Points of Presence with complete address and contact information

6.18 List of Nationwide Support Centres complete address and contact information

6.19 Copy of ISO or other International accreditation of Quality in Manufacturing and/ or in Service as applicable

6.20 Documentation showing for the proof of execution of work of System Integration, and/ or supply of Hardware/ Software as described under 4.0 to various Departments/ Institutions/ Companies for the last Three years. The Tenderer may understand that Documentation standard is one of the important criteria for the technical evaluation and therefore the Tenderer shall necessarily enclose a full set of sample Documentation with their Tenders wherever applicable.

6.21 A Corporate Brochure of the Firm

6.22 Copy of the Document to show that the Firm is a Public/Private Limited Firm

6.23 Copy of Excise Registration Certificate.

6.24 Copy of VAT Registration Certificate.

6.25 Letter from the OEM/ OEM Vendor assuring Technical Support for the participant for the next Five Years

6.26

6.27

6.28 Checklist in the Proforma given at Annexure XII— duly signed by the Authorised Signatory

Please note: Wherever it is mentioned as Copy, it implies that it is an authenticated/ Self Attested copy of the said Document

7.0 PROCEDURE FOR EMPANELMENT

7.1 The Process of Empanelment will be done in two steps.

7.2 Step1: Evaluation of Tenders

7.2.1 All the Documents will be scrutinized, by a Screening Committee first, for their Eligibility, based on the Qualifying Criteria stipulated at 4.0

7.2.2 The Tenders not meeting any of the qualifying norms will be rejected.

7.2.3 All the eligible Tenders will then be evaluated based on the Corporate Strength, Turnover, Points of Presence, Support Centres, Past Experience, as per the points indicated below

Turnover: 25 Marks

Signature of the Bidder with seal

Experience in required services implementation: 25 Marks

Support Centres: 25 Marks

7.2.4 Award of Points- National level:

(i) Average Annual Turnover(in Rupees): >40crores – 25 Points; >30 to 40 crores – 22 Points ; 20 to 30 crores – 20 Points. Maximum of 25 Points.

(ii) Experience: For each networking customer 2 Points, maximum of 25 Points.

(iii) Geographic spread of Customer Support centre presence: Min. 1 customer support centre in each State/UT/Country - 4 Points, maximum of 25 Points

7.2.5 Award of Points – Circle level:

(i) Average Annual Turnover (Rs): 3 to 5 crores – 10 Points; >5 to 10 crores – 20 Points, >10 crores – 25 Points. Maximum of 25 Points.

(ii) Experience: For each customer 4 Points, maximum of 25 Points.

(iii) Geographic spread of Customer Support centre presence: Min. 1 customer support centre in each State of Home Circle - 4 Points, maximum of 10 Points. Presence of Customer support Centre in other Circle -5 points for each Circle , Maximum 15 Points. Total Maximum : 25 points

7.2.6 The Standing Committee will rank the Tenderers based on the marks scored out of maximum of 75 marks shown above

7.3 Step 2: Presentation by the Tenderer

7.3.1 The short listed Tenderers will be called, by a High Level Committee for further evaluation based on a Presentation organized at BSNL on a defined theme given to all of them

7.3.2 The Maximum Marks allocated for the Presentation are 25.

7.3.3 The presentation topic will be decided by Standing Committee

7.4 Based on combined Score out of 100, a revised ranking will be reckoned. The marks allotted by standing committee is final and binding on all applicants.

7.5 A decision will be taken for empanelment of top ranking agencies depending on overall evaluation & suitability of the Firm and a Panel of System Integrators will be selected thereon, based on final ranking and they will be issued with an appropriate letter of empanelment

7.6 (i) Each empaneled SI need to submit refundable Bid Security of Rs.1,00,000/Rs. 50,000/Rs.10,000 for National level/Circle/ Circle-Silver/BA-Silver Level empanelment respectively, in the form of a Bank Guarantee from any scheduled bank valid for One year.

7.7 (ii) A Bank Guarantee (BG) for Rs.15 Lakhs/ Rs.3 Lakhs valid for five and half years shall be submitted by applicants once selected for empanelment for National level/Circle level SIs respectively for abiding by general rules of empanelment agreement. The refundable Bid Security of Rs.1,00,000/Rs.50,000/Rs.10,000 respectively submitted at the time of application for empanelment would stand released thereafter for National/Circle Sis/Circle-Silver/BA-Silver.

7.8 SI should also submit additional PBG of at least 5% of the P.O. value, whenever a work is awarded to SI, valid for the duration of the project. For, tender cases, for customer's private network establishment, SI should submit EMD/PBG for SI part. (PBG Performa is at Annexure-IV)

7.9 The Demands of the above Bank Guarantees can be taken in the name of AO (HQCO) 0/o CGM, STR, BSNL, Chennai-32. Details of Beneficiary Bank given below: Name of the Bank: Union Bank of India, SSI-Guindy Branch, Chennai- 600 032 IFSC: UBIN0552631 MICR 600026025 Current A/C No: 526301010031370

8.0 DURATION OF EMPANELMENT:

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

8.2 Extension of Agreement: The period of agreement may be extended by BSNL beyond the initial period of 5 years. The period of extension shall be TWO YEARS at one time depending on satisfactory performance of the empaneled System Integrator.

8.3 "**Non-performance Clause**" where SI is dormant for last two years and further:

a) If SI do not respond for meeting or do not still show interest towards BSNL Enterprise Business, their empanelment may get terminated as per applicable covenants of agreement.
b) If SI compete directly or indirectly with BSNL, all such empanelment may get terminated following due procedure in order to safeguard BSNL's interests and to check leakage of rate/information during tendering process and depletion of BSNL revenue.

9.0 GENERAL TERMS AND CONDITIONS OF THE TENDER:

9.1 Tenderers are advised to study the Tender Document carefully. Submission of Tenders shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.

9.2 The individual signing the Tender or other Document, in connection with the Tender must certify as to whether he or she has signed as—

9.2.1 A ***'Sole Proprietor'*** of the firm or Constituted Attorney of such sole proprietor

9.2.2 A ***'Partner'*** of the firm, if it is partnership, in which case he must have authority to refer to arbitration disputes concerning the business partnership by virtue of either the partnership agreement or a power of attorney. In the alternative, all the partners should sign the Tender

9.3 Constituted Attorney of the firm, if it is a limited Firm

9.4 The Tenderer as used in the Tender Documents shall mean the one who has signed the Tender form

9.5 Tenderers are expected to carefully examine all the instructions, forms, terms, and specifications in the Tender Document. Failure to furnish all information required in the Tender Document or submission of a Tender not substantially responsive to the Tender Document in every respect will be at the Tenderers' risk and may result in the rejection of the Tender

9.6 Any erasing or alteration that may have been made in the Tender should be by a signature of the Tenderer

9.7 The Tenderers shall indemnify the Client against all third-party claims of infringement of patent, trademark/ copyright or industrial design rights arising from the use of the supplied Software and related services or any part thereof

9.8 This Tender Document is not transferable.

9.9 Cost of the Tender Document Rs 2360/-(Including GST,Non refundable)

9.10 Tenderers shall bear all costs associated with the preparation and submission of the respective Tender, including cost of presentation for the purposes of clarification of the Tender

9.11 BSNL will not, in any case, be responsible or liable for those costs, regardless of the conduct or outcome of the Tender process

10.0 Clarification regarding the Tender Document

10.1 Any clarification needed by Tenderers about the Tender Document may be notified to BSNL, in writing, at BSNL's mailing address indicated in Clause 5.2

10.2 Written copies of the BSNL's response, including an explanation of the query but without identifying the source of Inquiry, will be sent to all the Prospective Tenderers who have received the Tender Documents

11.0 Amendment to the Tender Document

11.1 At any time, BSNL may— for any reason— whether on its own initiative or in response to a clarification requested by a Prospective Tenderer, modify the Tender Document by an amendment.

11.2 The amendment will be notified in writing or by e-mail or by fax to the prospective Tenderers who have received the Tender Documents and will be binding on them

12.0 Method of Job Allocation:

12.1 When any project is to be executed, bids/Quotes can be obtained from the System Integrators and work awarded to any of them following normal selection procedure.

12.2 SIs can also bring to BSNL its customers for providing networking requirement using BSNL's infrastructure. The following preference will be given to SIs who brings in the customers to BSNL, subject to their empanelment in desired category.

(i) The SI who brings in customer to BSNL (incumbent SI) shall be given a choice by way of providing "First Right of Refusal" at the L1 rates determined by normal selection procedure if he is eligible. In case the incumbent SI is non L1 and chooses not to accept L1 rates, the L1 SI has to work on his quoted rates.

(ii) In case of L1 SI refuses to work, then he shall be debarred for one year to participate in RFPs/quotation calls from date of refusal, along with forfeiture of Bank Guarantee.

13.0 Selection Procedure:

13.1 A mail shall be sent to all the National/Circle empaneled bidders to provide the price quote. The quotation shall specify validity of prices, delivery period, penalty, AMC etc.,

13.2 Financial quotes shall be received from the empaneled bidders. The quotes are to be received through Speed Post/Registered Post within the time period mentioned in the mail.

13.3 The empaneled System Integrator should necessarily submit the quote whenever called for. Even within short notice if the quote is called for, the same has to be given through email. In case, SI is not able to quote for any particular project, reasons for not quoting should be clearly submitted to BSNL, failure to submit the quote consecutively for three projects without proper reason may entail the removal of SI from empanelment and BG shall be forfeited.

13.4 The Purchaser shall evaluate the financial quotes as per clause 17.

13.5 The L1 bidder shall be awarded contract. In case if L1 bidders fails to accept the award, the bidder shall be debarred for one year from participation of any tenders floated by CNTX-S, BSNL and also the bank guarantee submitted at the time of entering into empanelment agreement shall be forfeited.

14.0 FINANCIAL EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS POST EMPANELMENT:

14.1 The Purchaser shall evaluate in detail and compare the financial bids submitted by the empaneled bidders.

14.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods offered along with all applicable Taxes, packing Forwarding Freight & Insurance charges etc.

14.3 Further, the bidder is also required to mention the taxes (if any) applicable on the movement of Goods.

a) Duties, taxes & Cesses for which the firm has to furnish GST Challans / Tax Invoices will be indicated separately in the PO / LOI.
b) Suppliers should furnish the correct HSN / SAC classification /Customs tariff Head in the price Schedule. If the credit for the Duties, Taxes and Cesses under provision/ rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the suppliers will be liable to refund such non-admissible amount, if already paid, along with penalty and interest if charged by the concerned authority.
c) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification/ Customs Tariff Head from the CGST/SGST/IGST officer or Customs authority where the HSN or SAC classification/ Customs Tariff Head furnished against the particular tendered item by different bidders, differs from each other or the same is found apparently not furnished in accordance with GST Act/Customs Tariff notifications.
d) If the supplier fails to furnish necessary supporting documents i.e. Tax invoices / Customs invoices etc. in respect of the Duties ,Taxes and Cesses which are eligible for input tax credit, the amount pertaining to such Duties ,Taxes and Cesses will be deducted from the

payment due to the firm

e) If the supplier fails to perform necessary compliances which would any manner restrict BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the supplier.

f) If the supplier does not disclose the correct details on the invoice or on the GSTN viz. GSTIN, Place of Supply, etc. which restricts BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the supplier.

15.0 CONTACTING THE BSNL:

15.1 No bidder shall try to influence the BSNL on any matter relating to its bid, from the time of financial bid opening till the time the contract is awarded.

15.2 Any effort by the bidder to modify his bid or influence the BSNL in the BSNL's financial bid evaluation, bid comparison or the contract award decisions shall result in the rejection of the bid.

16.0 AWARD OF CONTRACT & DISTRIBUTION OF WORK:

16.1 The BSNL shall consider award of contract only to empaneled L 1 bidder whose offers have been found financially acceptable. The L-1 bidder is one who quotes the lowest rate. In case if L1 refuses to accept the contract, then he shall be debarred for one year to participate in RFEs/Financial quotes called for w.r.t this RFE from date of refusal, along with other penal actions under empanelment.

16.2 If there are more than two tenderers at the same rates, the tenderer having highest experience shall precede to the one having lower experience while deciding ranking for considering for the award of work. The final ranking, L-1, L-2, L-3 shall be worked out using the experience criteria.

16.3 Policy of "**Bring It Get It** " on Back -to-Back basis can only be adopted in rare cases where client gives clear choice for a particular SI with its rates and solution. Otherwise, the prevalent practice of exploring best rates from empaneled vendor/SI will continue. However in order to give an edge to such SIs, preference as mentioned at Clause 12.2 will be given.

17.0 BSNL'S RIGHT TO VARY QUANTUM OF WORK:

The BSNL, at the time of award of work under the contract or during the validity of the contract, reserves the right to decrease or increase the quantum of work by up to 25% of the total quantum of work specified at the time of calling for financial quote without any change in the rates and other terms and conditions. However, BSNL will not be liable to the contractor for any losses or damages, costs, charges the contractor may in any way sustain/suffer due to non-issue of work order/delay in making store available or delay in receipt of permission from road authorities/local bodies/forest department.

18.0 BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS;

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

19.0 ISSUE OF ADVANCE PURCHASE ORDER

19.1 In case if BSNL becomes L1 in any of the tender in which BSNL participated, or BSNL is awarded any contract by it's customer, then BSNL shall issue Advance Purchase Order on L-1 empaneled bidder, based on the quotes received from empaneled bidders. The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into contract with the bidder.

19.2 The L-1 empaneled bidder shall within 14 days of issue of the advance purchase order, give its acceptance to APO.

19.3 Further the L-1 empaneled bidder should submit additional PBG of at least 5% of the P.O. value, or value as desired by the end customer whichever is higher, valid for the duration required for the project. Alternatively, where no PBG is to be submitted by BSNL to customer, BSNL may allow at its discretion in situations if felt necessary for the recovery of 5% of PO value from running bills and will be refunded on completion of warranty period as required in the concerned project.

20.0 ISSUE OF Purchase order:

Work order shall be issued by BSNL after submission of acceptance and relevant PBG as per clause 19. The issue of Purchase order shall constitute the award of contract on the bidder.

21.0 PAYMENT TERMS & CONDITIONS

21.1 Normally, all the offers to the customer will be in the name of BSNL and by the BSNL.

21.2 The customer will make all payments towards project cost to BSNL.

21.3 Back to back payment arrangement will be there from BSNL to System Integrator for procurement, installation, configuration, commissioning, O&M of the equipment at the customer sites.

21.4 For each requirement of Customer's Private Network, BSNL will issue a purchase order (P.O.)/Work Order (W.O.) to SI containing details of equipment along with agreed price, terms & conditions.

21.5 Payment to the System Integrator will be made in installments depending upon the payment that the BSNL will get from the Purchaser.

21.6 Payment to System/Network Integrator shall be on back to back basis, ie as and when customer pays BSNL, BSNL shall pay to System/Network Integrator. Penalties ifany imposed by the customer shall be adjusted by BSNL and the System/Network Integrator will receive payment after deducting penalties etc.

21.7 The AMC payment, wherever entered will be made on quarterly basis and after the expiry of quarter subject to fulfillment of Service Level Agreement (SLA) and maintenance schedule.

21.8 Depending on customer, market position, BSNL will be charging a commission/profit margin on the SI invoices value.

21.9 Factoring in of the License Fee: The license fee is over and above BSNL margin, accordingly, financial viability may be duly ascertained.

21.10 Invoices should be directly submitted to the Claim Officer

22.0 ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of clause 19 & 20 shall constitute sufficient ground for the annulment of the award and the forfeiture of the Bank guarantee submitted towards empanelment of SI in which event the Purchaser may make the award to any

other bidder at the discretion of the purchaser (If successful bidder is not L1)or call for new bids.

23.0 TERMINATION FOR INSOLVENCY:

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

24.0 COURT JURISDICTION :

1. Any dispute arising out of the tender/ bid document/evaluation of bids/ issue of APO/L01 shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.

2. Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under:

"This Contract/ PO is subject to jurisdiction of Court at Chennai only".

25.0 ARBITRATION

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

The Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration.

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

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

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

Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority

Above Rs. 5 lakhs to Rs. 5 crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL.	BSNL (Note: BSNL will forward a list containing names of three empaneled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs. 5 crores	3 Arbitrators	One arbitrator by each party and the 3rd arbitrator, chosen by the two arbitrators, shall be the presiding arbitrator. BSNL will appoint its arbitrator from its panel.

3. Neither party shall appoint its serving employee as arbitrator.

4. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

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

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

[**29B. Fast track procedure** - (1) Not Withstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section (3).

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

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

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

(b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;

(c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;

(d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of

the case.

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

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

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

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

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

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

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

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

9. The Arbitration proceeding shall be held at Chennai only.

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

II. ARBITRATION CLAUSE (Applicable in case of Contracts POs, APOs, Tenders, EOLs etc between BSNL and other CPSEs / Central/ State Government (s)/ as the case may be in terms of DPE guidelines for settlement of commercial disputes between Public Sector Enterprises inter-se and Public Sector Enterprise(s) and Government Department(s) through AMRCD (Administrative Mechanism for Resolution of CPSEs disputes) in the Department Of Public Enterprises.

“In the event of any dispute or difference relating to interpretation and application of the provisions of commercial contracts between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013 (GM)/FTS-1835 dated 22-05-2018”.

The said OM explains the Applicability of the clause, structure of committee, procedure to be adopted for resolution of the dispute etc. in detail.

26.0 SETOFF:

Any sum of money due and payable to the bidder (including Earnest money refundable to him) under this contract may be appropriated by BSNL andset off the same against any claim of the BSNL for payment of a sum of money arising out of this contract or under any other contract made by the bidder with BSNL or such other person(s) contracting through BSNL.

27.0 FORCE- MAJEURE:

If at any time, during the continuance of this agreement, the performancein whole or in part, by either party, of any obligation under this is preventedor 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 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.

28.0 Language of Documents

27.1 The Documents prepared by the Tenderer and all correspondence relatingto the Tender, exchanged by the Tenderer and BSNL, shall be written in English Language.

27.2 Any printed literature furnished by the Tenderer may be written in another language so long as it is accompanied by an English translation; in which case, for the purpose of interpretation of the Tender, the English translationshall govern

29.0 Finalization of Empanelment

Decision taken by **CGM, CNTx-South ,Chennai** for empanelment of system integrators is final.

Signature of the Bidder with seal

Annexure I

DECLARATION BY THE TENDERER

We (*Name of the Firm*) ..... Here by declare that—

- We have received the EOI Document NIT no…….. dated …… for Empanelment of System Integrators For Establishment and Maintenance of Customer's Private Network On (Date***)*** **…… .**

- We have gone through the Document and all the associated Annexures, understood the contents, and agree to abide by the stipulated conditions.

- We understand that submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of itsimplications.

- We confirm having submitted in qualifying data as required by you in your Tender Document. In case you require any further information/Documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to yoursatisfaction

- We hereby declare that in case the contract is awarded to us, we shall submit the Performance Guarantee Bond in the form of Bank Guarantee as per terms of Tender Document.

- Our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge & belief.

- We will ensure that the operational and support staff to be deployed shall be qualified, trained, skilled and shall maintain proper dress code at the Customers' Premises

We apply for empanelment as System Integrator (NetworkIntegrator) for Projects **across India (National level)**

Signature : _____ *Date :* _____

Name: _____

Designation : _____

Address : _____

_____

_____

Firm : _____

Firm Seal

(With name & designation

Of the person signing the Tender)

Signature of the Bidder with seal

Annexure II
Applicant Bidder's Profile
(To be filled in and submitted by the Applicant Bidder)

1	Name the company/ proprietorship/partnership concern/Limited Liability Partnership (LLP)/Individual	
2	Type of Entity (company/ proprietorship/partnership concern/Limited Liability Partnership (LLP)/Individual)	
3	Year of Incorporation as applicable	
4	Application for Category : National SI / Circle SI	
5	**Registered Office:**	
a)	Address of the Registered office	
b)	Website Address	
c)	Phone No.	
d)	FAX NO.	
e)	Contact Person Name	
f)	Designation	
g)	Mobile No.	
h)	Email address	
6	**Head office :**	
a)	Address for communication	
b)	Contact Person	
c)	Name	
d)	Designation	
e)	Phone No.	
f)	FAX NO.	
g)	Mobile No.	
h)	Email address	
7	Are you Associated with BSNL recently or in the past, if so, please attach copy of appointment of empanelment.	
8	Infrastructure facility available with the System Integrator:	
a)	Whether IT and Sales/ Marketing Deptt. Exists.	
b)	Whether sufficient skilled persons working to meet the project‟s requirement (Particularly for local head office)	
c)	Details of team members for necessary co-ordination with BSNL.	
d)	Whether the company / proprietorship etc has letter of support from OEMs (Original Equipment Manufacturer) or its authorised channels If so attach the list in detail	
e)	Whether the entity is a direct owner of technology or have a direct teaming agreement with each of technology companies that form core of building block of WAN or related project implementation.	
f)	Whether company / proprietorship etc is a ISO 9001:2000 or above certified	
g)	No. of clients/companies empanelled with for similar type of works	
h)	No. of companies tied up with for equipment procurement, supply etc	

 Signature of the Bidder with seal

i)	Number of Projects/PoPs :(List to be enclosed)	
j)	Number of Support Centres: (List to be enclosed)	
k)	Any other relevant information in support of above subject.	

As of this date, the information furnished in all parts of this form is accurate and true tothe best of my knowledge.

Place……

Signature of contractor ……

Date ……. Name of Contractor ……

Annexure- III
PROFORMA-A(1)

For the BID SECURITY/ EMD Guarantee
(To be typed on Rs.100/- non-judicial stamp paper)

Sub: Bid Security/EMD guarantee.

Whereas M/s…… ……R/o …… …… …… (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs. ……/- (hereafter known as the "B. G. Amount") valid up to ……/……/ 20….. (hereafter known as the "Validity date") in favour of CN Tx SOUTH BSNL (Hereafter referred to as BSNL, STP) for participation in the tender of work of……..vide tender no…….

Now at the request of the Bidder, We …… …Bank……Branch having …… ……(Address) and Regd .Office addresses ……. ……. ……. …… …… …… (Hereinafter called 'the Bank") agrees to give this guarantee as hereinafter contained:

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

3. We undertake to pay to the CN Tx SOUTH BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.

4.We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the CN Tx SOUTH BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL, CNTX-South BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We the Bank further agree with the CN Tx SOUTH BSNL that the CN Tx SOUTH 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 by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the CN Tx SOUTH BSNL against the said bidder(s) and to forbear or 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 such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL, STP or any indulgence by the BSNL, STP to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything herein contained;
(a) The liability of the Bank under this guarantee is restricted to the "B.G. Amount" and it will remain in force up to its Validity date specified above. (One Year from the date of issue of Bank Guarantee)

(b) The guarantee shall stand completely discharged and all rights of the BSNL, STP under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. In case BSNL, STP demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO(HQCO), O/o CGM, STR, BSNL, STR, Chennai-32" payable at Chennai.

8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: ……

Date: …….. (Signature of the Bank Officer)
Rubber stamp of the bank

Authorized Power of Attorney Number: …….

Bidders Bank Account No…… and IFSC Code……..

Name of the Bank officer: ……..
Designation: ……
Complete Postal address of Bank: …… ……
Telephone Numbers ……..
Fax numbers ……

 Signature of the Bidder with seal

PROFORMA - A (2)

FORMAT FOR BID SECURITY IN FORM OF INSURANCE SURETY BOND
(To be submitted on non-judicial stamp paper of appropriate value)

Insurance Surety Bond for Bid Security

Whereas M/s …… R/o …… …… …… (Hereafter referred to as Principal) has approached us for giving a Surety of Rs. ……/- (hereafter known as the "Surety Amount") valid up to …../……/ 20….. (hereafter known as the "Validity date") in favour of CN Tx SOUTH BSNL (Hereafter referred to as BSNL) for participation in the tender of work of…….. vide tender no. …….

Now at the request of the Principal, We ..... Insurance Company Limited, registered under the Insurance Act, 1938, with its Corporate office, ……. and Registered/Head Office …… (the "Surety") to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & IRDA Guidelines issued vide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

2. We, the Surety, do hereby undertake to pay the amounts due and payable under this Surety without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said Principal of any of terms or conditions contained in the said tender Agreement or by reason of the Principal's failure to honour its bid submitted to perform the said works. Any such demand made on the Surety shall be conclusive as regards the amount due and payable by the Surety under this Surety where the decision of the BSNL in these counts shall be final and binding on the Surety. However, our liability under this Surety shall be restricted to an amount not exceeding the "Surety Amount".

3. We, the Surety, undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the Principal in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Principal shall have no claim against us for making such payment.

4. We the Surety, further agree that the Surety herein contained shall remain in full force and effect during the period that would be taken for the performance of the said tender agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said tender Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said tender Agreement have been fully and properly carried out by the said Principal and accordingly discharge this Surety. Unless a demand or claim under this Surety is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this Surety thereafter.

5.We the Surety further agree with the BSNL that 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 tender Agreement or to extend time of performance by the said Principal 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 Principal and to forbear or enforce any of the terms and conditions relating to the said tender agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Principal or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said Principal or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6.Notwithstanding anything herein contained:
(a)The liability of the Surety under this Surety bond is restricted to the "Surety Amount" and it will remain in force up to its Validity date specified above.

(b)The Surety shall stand completely discharged and all rights of the BSNL under this Surety shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7.In case BSNL demands for any money under this Surety Bond, the same shall be paid through Banker's Cheque in favour of "AO(HQCO), O/o CGM, STR, BSNL, STR, Chennai-32" payable at Chennai or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.

8.The Surety declares that the below mentioned officer who have signed it on behalf of the Surety, have authority to give this Surety under its delegated power.

Place: ……

Date: …….. (Signature of the Insurance Company Officer)
Rubber stamp of the Insurance Company

Authorized Power of Attorney Number: ……..
Name of the officer: ……
Designation: ……
Official Email ID:……

Complete Postal address of Insurance Company: ……..
Telephone Numbers ……..
Fax numbers ……

Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by BSNL.
……..
……
……
……

Annexure IV
PROFORMA-B(1)
For the Performance Guarantee
(To be typed on Rs.100/- non-judicial stamp paper)

Dated:…….

Sub: Performance guarantee.

Whereas CGM CN Tx SOUTH BSNL Chennai R/o …… ……..(hereafter referred to as BSNL, CN Tx SOUTH BSNL) has issued an APO/CONTRACT no. …… Dated …. /……/20….. awarding the work of …… …… … ……. To M/s……R/o …… (hereafter referred to as "Bidder") and CN Tx SOUTH BSNL has asked him to submit a performance guarantee in favour of CGM CN Tx SOUTH BSNL Chennai of Rs. ……/- (hereafter referred to as "P.G. Amount") valid up to ……/……/20……..(hereafter referred to as "Validity Date")

Now at the request of the Bidder, We ……Bank……Branch having …… …… …… ……Address) and Regd. office address as …… …… …… …… …… (Hereinafter called 'the Bank") agreed to give this guarantee as hereinafter contained:

2. We, "the Bank" do hereby undertake and assure to the BSNL, CN Tx SOUTH that if in the opinion of the CN Tx SOUTH BSNL, the Bidder has in any way failed to observe or form the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the CN Tx SOUTH BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL, CN Tx SOUTH may demand without requiring CN Tx SOUTH BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.

3. Any such demand from the CN Tx SOUTH BSNL shall be conclusive as regards the liability of Bidder to pay to CN Tx SOUTH BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL, CN Tx SOUTH regarding the claim.

4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date

5. The Bank further agrees that the CN Tx SOUTH BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by CN Tx SOUTH BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of CN Tx SOUTH BSNL or any indulgence by CN Tx SOUTH BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

6. Notwithstanding anything herein contained;

(a)The liability of the Bank under this guarantee is restricted to the B.G.Amount and it will remain in force up to its Validity date. (Five Years and six months from the date of issue of Bank Guarantee)

(b) The guarantee shall stand completely discharged and all rights of the BSNL, CN Tx SOUTH under this

Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. In case CN Tx SOUTH BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO(HQCO), O/o CGM, STR, BSNL, STR, Chennai-32"" payable at Chennai.

8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date:..... (Signature of the Bank Officer)

With seal and stamp of the Bank

Authorized Power of Attorney Number: .....

Bidders Bank Account No..... and IFSC Code.....

Name of the Bank officer: ....

Designation: .....

Complete Postal address of Bank: .....

Telephone Numbers .....

Fax numbers.....

PROFORMA-B(2)

Performance Guarantee Surety Bond
(To be submitted on non-judicial stamp paper of appropriate value)

To ,
DGM (MMP) BSNL CO,
Delhi R/o Bharat Sanchar Bhawan,
Harish Chandra Mathura Lane,
Janpath, New Delhi-110001

Surety Bond No : .....
Surety Bond Issue dt : .....
Surety Bond Amt. :INR .....
Bond Valid upto : .....
Bond Claim Period : .....

Dear Sir / Madam,

Whereas CN Tx SOUTH BSNL (hereafter referred to as **BSNL**) has issued an APO/AWO no. ..... Dated ..... awarding the work of ..... (the "Agreement") to M/s ....., R/o ..... (hereafter referred to as "**Principal**") and BSNL has asked Principal to submit a performance guarantee in favour of CGM CN Tx SOUTH BSNL Chennai of INR ..... (hereafter referred to as "Bond Amount") valid up to dd.mm.yyyy (hereafter referred to as "Validity Date")

Now at the request of the Principal, We ..... Insurance Company Limited,registered under the Insurance Act, 1938, with its Corporate office, ... and Registered/Head Office ..... (the "**Surety**") to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & IRDA Guidelines issuedvide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

2. The Surety do hereby undertake and assure to the BSNL that, if in opinion of BSNL the Principal in any way fails to observe or perform the terms and conditions of the Agreement or commits any breach of its obligations there-under, the Surety shall on demand and without any objection or demur pay to the BSNL such sum or sums up to an aggregate sum of the Bond Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Surety to pay the same.

3. Any such demand from the BSNL shall be conclusive as regards the liability of Principal to pay to BSNL or as regards the amount payable by the Surety under this Surety Bond. The Surety shall not be entitled to withhold payment on the ground that the Principal had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Principal and BSNL regarding the claim.

4. The liability of the Surety under this Surety Bond is restricted to the Bond Amount and this Surety Bond shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.

5.The Surety further agrees that the BSNL shall have the fullest liberty without the consent of the Surety and without affecting in any way the liability of the Surety under this Surety Bond to vary any of the terms and conditions of the Agreement or to extend the time for the performance contained in the Agreement from any of the powers exercisable by BSNL against the Principal and to forebear from enforcing any of the terms and conditions relating to the Agreement and the Surety shall not be relieved from its liability by reason of such failure or extension being granted to Principal or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Principal or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Surety.

 Signature of the Bidder with seal

6. In case BSNL demands for any money under this Surety Bond, the same shall be paid through banker's Cheque in favour of "AO(HQCO), O/o CGM, STR, BSNL, STR, Chennai-32"" payable at Chennai or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.

7. The Surety guarantees that the below mentioned officers who have signed it on behalf of the Surety have authority to give this Surety Bond under its delegated power.

Notwithstanding anything contained herein above:

1. Our Liability under this Surety Bond shall not exceed INR ..... **(Rupees: ..... Only).**

2. This Surety Bond shall be valid upto .....(Validity date)

3. Further a claim period of **3(three) months** from the Validity date of the Surety Bond is available to make a demand under this Surety Bond. We are liable to pay the Bond Amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before ..... (Date of claim period if any).

4. At the end of expiry of the Validity Date (including claim period), unless an action to enforce the claim under this Surety Bond is initiated before the Court or Tribunal on or before 12 months after the expiry of the Validity Date (including claim period), all your rights under this Surety Bond shall stand extinguished and we shall be relieved and discharged from all our liabilities and obligations under this Surety Bond irrespective of return of original Surety Bond

Place: .....

Date: ..... (Signature of the Surety)

Rubber stamp of the Surety

Authorized Power of Attorney Number: .....

Name of the Surety officer: .....

Designation: .....

Complete Postal address of Surety: .....
.....

Telephone Numbers .....

Fax numbers .....

Email ID (only official Email ID).....

Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by BSNL.
.....
.....
.....
.....

Annexure V
AGREEMENT PROFORMA
(To be typed on Rs.100/- or as applicable non-judicial stamp paper)

AGREEMENT with M/s……. for marketing & selling of BSNL Data Services & 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 Firm registered under the Companies Act 1956 having its Registered and corporate office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi – 110001 acting through the CGM CNTX-South, Chennai. (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 Firm registered under the companies Act 1956, having its registered office …….. acting through Mr. / M/s……..(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 **National/ Circle** System Integrator (hereinafter referred as SI) for selling of SDWAN, SECaas, IOT,VSAT, Voice VPN, MLLN, MPLS-VPN, Broadband Services, High speed Data/Internet access on 3G/4G and bulk push SMS solutions cloud computing viz Managed colocation, Managed Hosting, Managed IT Services and sell its BSNL DATA SERVICES. The SI has approached BSNL for authorizing it to act as its System Integrator for marketing & selling of BSNL Data Services & Supply Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for DataServices for BSNL customers.

3. The System Integrator has requested to sign an agreement for marketing and selling of SDWAN, SECaas, IOT,VSAT, Voice VPN, MLLN, MPLS-VPN, Broadband Services, High speed Data/Internet access on 3G/4G and bulk push SMS solutions cloud computing viz Managed colocation, Managed Hosting, Managed IT Services & selling of BSNL Data Services & 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 Integrator for marketing & selling of BSNL Data Services & supply, Configuration andmaintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services for BSNL customers as given in EOI document.

 Signature of the Bidder with seal

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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 EOI document no . which are part and parcel of this agreement BSNL and the M/s…….. agree to sign agreement for marketing & selling of BSNL Data Services & Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services for BSNL customers.

1. 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 provision of EOI.

2. M/s. …… and 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.

3. 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 the category in each circle.

4. 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.

5. The Agreement is a confidential document. M/s……. and BSNL shall not divulge any part of this Agreement either through oral or written communication or through any other mode to any third party.

6. The System Integrator submitted a Performance Bank Guarantee (PBG) PBG No…… .. PBG Date…… for Rs…… (in words)… ..... from Bank (Name and Address)……. Valid upto……..and claim period upto……..as a security towards due observance and performance of terms & conditions of this Agreement. The SI agrees to renew the PBG from time to time till expiryof 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.

7. BSNL reserves the right to provide such services on its own or to enter into Agreement with other parties / persons / service providers for providing similarservices from time to time in future without any restriction on number of persons / parties / System Integrator, the System Integrator shall have noobjection whatsoever. SI agrees to adherence to this provision and the same is amaterial obligation of this Agreement.

 Signature of the Bidder with seal

All terms and condition as mentioned in EOI for vide number …… is valid and forms part to this agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorized representatives in the day and the year first above written.

Signed by System Integrator	Signed by BSNL
Name : Designation	Name : Designation
In the presence of	In the presence of

Signature of the Bidder with seal

Annexure VI

CERTIFICATE OF NON EMPLOYMENT OF NEAR RELATIVE

(To be given on official letter head of the applicant firm/organization/company)

I……..…S/o ……

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

Signature & Seal of Tenderer

Note:

The company or firm or any other person is not permitted to tender for works to BSNL Unit in which his near relative(s) is (are) posted. The unit is defined as SSA / Circle / Chief Engineer / Chief Archt. / Corporate office for non executive employees and all SSA in a circle including circle office/ Chief Eng. / Chief Archt./ Corporate office for executive employees (including those called as Gazetted officers at present). The tenderer should give a certificate that none of his/her near relative is working in the unitsas defined above where he is going to apply or tender/work. Incase of proprietorship firm certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/Bid Security will be forfeited at any stage whenever it is so noticed. The department will not pay any damageto the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit. The near relatives for this purpose are defined as

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

Signature of the Bidder with seal

Annexure VII

CERTIFICATE OF NON-REGISTRATION AS ISP

(To be given on official letter head of the applicant firm/organization/company)

It is certified that our firm/organization/company …… is not registered as an ISP. I also undertake on behalf of our firm/organization/company that, if we are empaneled as SI and in future if our firm/organization/company becomes an ISP, we will immediately notifythe same to your office for termination of the SI agreement.

Signature & Seal of Tenderer

Annexure VIII

CERTIFICATE OF NO-BLACKLISTING

(To be given on official letter head of the applicant firm/organization/company)

I, on behalf of our firm/organization/company.....hereby solemnly declare that any of our partners jointly or severally and / or individually or our firm / company / associate company have not been black listed by the Central Govt., Central Govt. PSU or any State Govt. or its undertaking. I/We hereby further declare that, the above declaration is found untrue, BSNL shall be entitled to take any action againstus severally and / or individually or our firm/ company in this regard in any manner as may be deemed fitby BSNL.

Signature & Seal of Tenderer

Signature of the Bidder with seal

Annexure IX

UNDERTAKING TO WORK ON PAN INDIA OR PAN CIRCLE BASIS

(To be given on official letter head of the applicant firm/organization/company)

I, on behalf of our firm/organization/company..... hereby undertake that our
firm/ organization/company shall work on PAN India (National SIs) or PAN Circle basis (Circle SIs) as applicable.
(Format C for reference)

Signature & Seal of Tenderer

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

TO CGM,

.....Circle,

SUBJECT: Request for Empanelment as Circle SI/National SI/ Circle-Silver SI/BA-Silver 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 empaneled as a System Integrator in – (Name of Home Circle) ---------- Circle as National/Circle Level System Integrator.

(ii) That, the applicant is interested to get empaneled as SI of your Circle also.

(iii) That, the applicant is eligible under this policy to be empaneled 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 empaneled 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.

 Signature of the Bidder with seal

(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),……..

Signature of bidder with official seal & date

Annexure XI
Bank details Mandate form of Bidder/Vendor

To,
Assistant General Manager (MM)
O/o The Chief General Manager,
Core Network Transmission South, BSNL,
#11, Link Road, Ganapathy Colony,
Guindy, Chennai - 600 032

Sir,
Kindly pay any amount due to us to our Bank Account as detailed below either by Electronic Clearance / Electronic Fund Transfer mode and oblige.

Name of the Vendor/Account Holder	
Address of the Vendor with PIN code	
Contact No.	
Bank Name	
Bank Branch Name &Address	
Account Number	
Type of Account	
IFSC Code (11 digit)	
PAN of the Vendor	
Type of PAN	
TIN No. of the vendor	
GST Regn. No.	
Copy of the Cheque & PAN card Enclosed (YES / NO)	

The information furnished above is correct.

SIGNATURE OF BIDDER
DATE:

 Signature of the Bidder with seal

ANNEXURE - XII

CHECK LIST

Sl. No	Description	Supporting documents	Enclosed (Yes/No)
1.	Tender document fee	Details of DD of Rs 2360/-	
2.	EMD/ Bid Security	Rs.1,00,000/- For National SI and Rs. 50,000 /- for Circle SI/ Rs.10,000 for Circle-Silver & BA- Silver in the form of Bank Guarantee from any scheduled bank. As per Annexure-III	
3	Signed copy of the tender document	Tender document hard copy with signature & seal on all pages	
4.	Declaration by the tenderer	As per Annexure-I	
5	Name and address of the Person Signing the document	In case of Company: Power of Attorney attested by Notary Copy of the board Resolution certified by the Company secretary for appointing the Power of Attorney. ii) In other cases: Credential of person signing the document (As per Annexure-II)	
6	The company is a public limited or a Private limited company or proprietorship registered in India	In case of company: a)A Corporate brochure of the company. Certificate of Incorporation b)Memorandum and Article of Association Details of Directors Annual report for last 2 financial years In case of proprietorship/others: Details of Proprietorship/others with proof of registration or applicable documents (As per Annexure-II)	
7	If the SI is a direct owner of technology or have a direct teaming agreement or have a tie up and technical arrangement directly with the technology company or thorough its authorized dealer for the core building block for WAN/LAN.	a)Letters from OEM (Original Equipment Manufacturer) or its authorised channels or its dealer/associate stating that they will support the product/solution through the System Integrator for the next five years. b) Letter of Support from OEM or its authorised channels or its dealer/associate c) Copy of the ISO Certification document d) Details of clients/companies empanelled with for similar type of works.	

 Signature of the Bidder with seal

		e) Details of companies tied up with for equipment procurement, supply etc (As per Annexure-II)	
8	Experience of WAN/LAN implementation.	Number of Projects/ PoPs executed in last 3 years (List & details to be enclosed) (As per Annexure-II)	
9	Number of Support Centers	Number of Support Centres (List & details to be enclosed) (As per Annexure-II)	
10	Annual Turnover for last two years	Annual Turnover for last 2 financial Years as per P &L Account/ITR	
11	Self Declaration of Non employment of near relative	As per Annexure-VI	
12	Self Declaration of Non-registration as ISP	As per Annexure-VII	
13	Certificate of Non-Blacklisting	As per Annexure-VIII	
14	Undertaking to work on Pan India or Pan circle basis	As per Annexure-IX	
15	Bank details Mandate form of Bidder/Vendor	As per Annexure-XI	
16	PAN details	Self attested Copy of the PAN card of the Firm.	
17	GST Registration details	Self attested Copy of the Service Tax Registration/GST Registration	
18	Excise duty Registration details	Self attested Copy of Excise Registration Certificate	
19	VAT Registration details.	Self attested Copy of VAT Registration Certificate	
20	GeM Registration details	Self attested GeM registration copy	

Signature : _ Date : _ Name : _ Designation : _
Address : _

Firm : _

Firm Seal _____
(With name & designation
Of the person signing the Tender)

 Signature of the Bidder with seal