



**Bharat Sanchar Nigam Ltd.**  
**(A Govt. of India Enterprise)**

EOI Document  
for  
Empanelment  
of  
System Integrator  
For establishment of Customer's Private  
Network on a Turnkey basis through  
System/Network Integrators (SIs)

**Enterprise Business Cell,  
Sikkim Telecom Circle**

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## 1. Introduction

Bharat Sanchar Nigam Limited (BSNL) is one of the largest & leading public sector units providing a 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).

Growth in industrial and IT sectors in India during the last few years has created new business opportunities in the 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.

The basic objective of this EOI is to enable BSNL to provide a 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.

Some of the Customers are also inviting bids through open tender for setting up of WAN for them. In order to acquire the new business, BSNL, Sikkim Circle has to participate and compete in the tender with other service providers. In such cases also BSNL requires services of System Integrator, who will be responsible to supply network equipments 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.

The System Integrators as per this EOI shall be categorized as National, Circle and Circle-Silver System Integrators. While National System Integrators shall have presence throughout the country, the Circle and Circle-Silver System Integrator shall have presence in the State of Sikkim.

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

## 2. Scope of Work

The General Scope of Work of System Integrators (SI) is given below, but not limited to as it depends on the requirement of the customer.

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

SIs will also arrange to provide relevant equipments free of cost for demonstrating the capability of solution, if the same is required by the customer.

Provisioning of service to customer:

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

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

To get the commissioning reports signed by the customers.

To give basic training to customer representatives at the sites regarding operation, testing and the configuration of equipment.

To carry out the annual operation & maintenances such as with or without consumables, spares, testing instruments, installation jigs etc., certain quality of service is to be guaranteed. Imprest stock of consumables and spares needs to be maintained to ensure the committed uptime. Besides routine/ preventive maintenance and operations, such projects usually require up gradation of the maintained systems during the contract period.

Also to provide necessary up gradation and modification on both software and hardware to meet the customer requirements from time to time.

The smooth functioning of the various applications and software provided by the customer should be ensured by the System Integrator.

Smooth Data connectivity between the WAN Connected Premises and the Central Location is to be ensured.

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

Maintenance, Support Services, Annual Maintenance Contract etc. in respect of equipments supplied to the customer.

### 3. Eligibility Criteria for System Integrators

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

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

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

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

\*\*\* The eligibility criterion for Circle-Silver category can be relaxed by CGMs in consultation with the standing committee for the applicants such as qualified Engineers, experienced telecom/IT professionals etc. The monetary limit for any project would be ₹ 50 Lakh in this category.

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

**Detailed Eligibility and operational Criteria of SI:**

<b>S N</b>	<b>National &amp; Circle SIs</b>	<b>Circle-Silver SIs</b>
<b>a</b>	SI shall be an IT/Networking sector company.	SI may be an Individual or Proprietorship/partnership Concern.
<b>b</b>	SI or its parent company should be a public limited or private limited company registered in India.	SI may be an Individual/Proprietor/partnership Concern/LLP/Company and registered as per commercial laws to undertake the activities mentioned in scope of empanelment.
	The SI should have a valid CST/State VAT/TIN/GST registration certificate as applicable. (Copies of relevant tax/registration certificates to be submitted before any work order to SI).	
<b>c</b>	Each applicant for its empanelment as SI will need to submit refundable Security Deposit (SD) of ₹1Lakh and ₹50,000 for National and Circle Level empanelment respectively, in the form of a Bank Guarantee from any scheduled bank valid for One year	Each applicant for its empanelment as SI in Circle-Silver category will submit refundable Security Deposit (SD) of ₹ 10,000 in the form of Bank Guarantee from any scheduled bank valid for One year or a cash receipt of BSNL for this purpose.
<b>d</b>	A Bank Guarantee (BG) valid for five and half years shall be submitted by applicants once selected for the empanelment of ₹ 15 Lakhs and 3 Lakhs for National and Circle level SIs respectively for abiding by the general rules of empanelment agreement. The refundable SD of ₹1.0 Lakh and ₹ 50,000 respectively submitted at the time of application for empanelment would stand released thereafter.	A Bank Guarantee (BG), valid for five and half years shall be submitted by applicants once selected for the empanelment of ₹ 50,000 for abiding by the general rules of empanelment agreement. The refundable SD of ₹ 10,000 submitted at the time of application for empanelment would stand released thereafter.
<b>e</b>	SI shall also submit additional PBG of at least 5% of the P.O. value, whenever a work is awarded to Network/ SI valid for the duration of the project. However, in tender cases SI shall submit EMD/PBG as per customer requirement on back to back basis.	SI shall also submit additional PBG of at least 5% of the P.O. value, whenever a work is awarded to SI valid for the duration of the project. However, in tender cases SI shall submit EMD/PBG as per customer requirement on back to back basis.
<b>f</b>	SI shall be a direct owner of technology or have a direct teaming agreement with each of technology companies directly or with their authorized channels that form the core building block for WAN or related project implementation. The core building blocks may be classified as servers, computers, computer peripherals, routers, LAN Switches/hubs, firewall, leased line modems, ISDN backup devices, connectors and basic computer related	SI shall have tie up and technical arrangement directly with the technology company or thorough its authorized dealer whose equipment has been used in delivery of the WAN/LAN so as to ensure long term support to the core building block for WAN/LAN or related project implementation. The core building blocks may be classified as servers, computers, computer peripherals, routers, LAN Switches/hubs, firewall, leased line modems,

	software etc.	ISDN backup devices, connectors and basic computer related software etc.
<b>g</b>	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.
<b>h</b>	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.
<b>i</b>	The technical team of SIs will assist BSNL in coming out with the cost effective solution for the customers and will be required to give joint presentation with BSNL to customers.	
	The software up gradation for the first year shall be provided by the SI free of cost. However, SI will continue to provide up gradation on chargeable basis for subsequent years.	
<b>j</b>	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.	
<b>k</b>	Validity of the empanelment agreement shall be Five years, <b><i>initially and renewal for two years, based on performance.</i></b>	
<b>l</b>	<b><i>ISP should not be allowed to become SI, and If any SI after registration becomes ISP then the SI agreement should be cancelled. Accordingly, previously empanelled SIs also to be reviewed.</i></b>	

#### 4. Other Terms and Conditions

The software up gradation shall be provided free of cost by SI for the 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.

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

BG for Empanelment: National, Circle and Circle-Silver System Integrator shall submit Bank Guarantee (BG) of Rs 15 lakhs, Rs.3 lakhs and Rs.50,000/- respectively for five and half years from any scheduled bank for abiding by general rules of empanelment agreement. The refundable security deposit submitted at the time of application for empanelment would stand released thereafter.

BG should be submitted before signing the agreement on issue of letter of intent, for ensuring full compliance of agreement conditions. Initially, the BGs shall be valid for at least five and half years from the date of issue of letter of intent and shall be renewed from time to time till six months beyond the expiry of agreement and till all outstanding dues to BSNL, if any, have been fully paid and its claims are satisfied or discharged and also discharge of all responsibilities with regard to supply, configure and maintenance of customer end equipment for the full period of warranty / AMC as applicable. The validity of the BG will be six months more

than the project duration. The Project duration includes warranty and AMC, if any required by the customer.

System Integrator should submit additional PBG of at least 5% of the P.O. value, or value as desired by the end customer whichever is higher, whenever a work is awarded to System Integrator 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 instead of PBG for works requiring PBG up to the amount mentioned in above para 4.3 and will be refunded on completion of warranty period as required in the concerned project.

System Integrator shall support SLA requirements of BSNL customers and ensure its compliance. In case SLA commitments are not met, System Integrator shall be responsible for payment of penalties, if any, imposed by the customer.

System Integrators shall carry out 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.

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.

The empanelled 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 either through email or fax. 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.

The SI should supply the equipment within a short period, which will be indicated in the PO on project to project basis. The delivery must be completed not later than the dates specified in the Purchase order. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage as below.

- a. Should the supplier fail to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5% of the value of the delayed supply for each week of delay or part thereof for a period up to first Ten weeks and thereafter at the rate of 0.7% of the value of the delayed supply for each week of delay or part thereof for another TEN weeks of delay. In the case of package supply where the delayed portion of the supply materially hampers installation and commissioning of the systems, L/D charges shall be levied as above on the total value of the concerned package of the purchase Order. 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.

- b. The above clause is a general one. However if BSNL is participating in any tender, the LD clauses as given in the tender document of the customer will be binding of the system Integrator and any liquidity damages arising out of late delivery during the performance of the contract which BSNL need to pay to the customer shall be borne by the system integrator, as per the customer tender document.
- c. BSNL may also deduct the amount at actual which BSNL needs to pay to the customer on account of non-adherence to SLA from System Integrators from balance payment or SD/BG, if due to the failure on part of System Integrators, BSNL could not meet the SLA condition.
- d. Without prejudice to its rights of any other remedy, BSNL may encash Bank Guarantee in case of any breach in terms and conditions of the agreement by the System Integrator or in case of business loss suffered by BSNL due to failure of service on part of the System Integrator.

For a specific project, the selected SI shall give an undertaking to BSNL stating that they will not participate in the tender either directly / indirectly for the projects. If BSNL subsequently comes to know that the empanelled vendor/SI had participated in any tender either directly/indirectly, BSNL reserve the right to delete the name of the System Integrator from the list of empanelment, in addition to forfeiture of Security deposit/BG.

SI should give onsite warranty of twelve months from the date of commissioning. Warranty cost will be included in the cost of equipment. After warranty support, SI should also provide the AMC of the customer end equipment. Annual AMC charges should be quoted separately.

## 5. PROCEDURE FOR EMPANELMENT

- a) An initial screening of all the applications will be undertaken by Screening Committee.
- b) The Screening Committee, after evaluation of the all the applications, will recommend the names for empanelment.
- c) If required, the screening committee may forward the application for evaluation of the Standing Committee. Further, if required, the applicant may be called for presentation on a specified date, time and venue before the Standing committee. The presentation will comprised briefly on Company/firm Profile, Projects Undertaken for BSNL/ other organizations, companies, Agreements/Ties up with OEMs, Typical solution for Target Markets/ Customer requirements, Present & future Business opportunities in Odisha & BSNL etc.
- d) Letter of Intent will be issued to qualified applicant for submission of Performance Bank Guarantee and execution of empanelment agreement of System Integrator.
- e) After execution of agreement, letter of empanelment will be issued.

## 6. DURATION OF EMPANELMENT

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.

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 empanelled System Integrator.

## 7. Method of Job Allocation:

- i) When any project is to be executed, bids can be obtained from the System Integrators and work awarded to any of them following normal selection procedure.
- ii) 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.

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. 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 other penal actions under empanelment.

## 8. PAYMENT TERMS & CONDITIONS

- a) Normally, all the offers to the customer will be in the name of BSNL and by the BSNL.
- b) The customer will make all payments towards project cost to BSNL.
- c) 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.
- d) 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.
- e) Payment to the System Integrator will be made in installments depending upon the payment that the BSNL will get from the Purchaser.
- f) 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.
- g) Depending on customer, market position, BSNL will be charging a commission/profit margin on the SI invoices value.

**9. SUBMISSION OF APPLICATION**

- a) EOI document can be downloaded from web site [www.Sikkim.bsnl.co.in](http://www.Sikkim.bsnl.co.in)
- b) The bidder shall duly filled in Annexure-I with documents as specified in it (documents should be placed by bidder as annexure-1 to 10 in properly sealed envelope) with signature and seal on each page. The copies of supportive documents/certificates should also be with signature and seal on each page.
- c) All costs & expenses associated with submission of application shall be borne by the company/firm submitting the application and BSNL shall have no liability in any manner in this regard or if it decides to terminate the process of short-listing for any reason whatsoever.
- d) The right to suspend the short-listing process or part of the process to accept or reject any or all applications at any stage of the process and / or to modify the processor any part thereof at any time without assigning any reason therefore is reserved by BSNL without any obligation or liability whatsoever.
- e) If any one of the above documents required to be submitted along with EOI is found wanting, the offer may be liable for rejection at that stage. However, BSNL may at its discretion call for any clarification regarding the documents submitted by the bidder. BSNL may also ask for submission of any additional/missing document within a stipulated time period. In such case(s), the bidder shall have to comply the BSNL's requirement within the specified time. In case of non-compliance to such queries, the EOI of the bidder will be out rightly rejected without entertaining further correspondence in this regard.

**10. Check List:(for submission of EOI document):**

- a) Application form in Annexure-I with documents as per annexure-1 to annexure-10
- b) Security Deposit

**APPLICATION FOR EMPANELMENT OF SYSTEM INTEGRATOR (SI)**

	<b>PART A</b>	<b>GENERAL INFORMATION</b>
01	Name the company/ proprietorship/partnership concern/Limited Liability Partnership (LLP)/Individual	
02	Type of Entity (company/ proprietorship/partnership concern/Limited Liability Partnership (LLP)/Individual)	
03	Year of Incorporation as applicable	
04	<b>Application for Category :</b> National SI / Circle SI / Circle Silver	
05	<b><u>Registered Office:</u></b>	
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	
06	<b><u>Head office in Sikkim:</u></b>	
a)	Address for communication	
b)	Contact Person	
c)	Name	
d)	Designation	
e)	Phone No.	
f)	FAX NO.	
g)	Mobile No.	
h)	Email address	
07	Are you Associated with BSNL recently or in the past, if so, please attach copy of appointment of empanelment.	
08	Infrastructure facility available with the System Integrator:	
a)	Whether IT and Sales/ Marketing Dept. 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 authorized channels If so attach the list in detail	
e)	Whether the entity is be 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	
i)	Any other relevant information in support of above subject.	

<b>PART B: Details of Security Deposit</b>		
1	Issue Date	
2	Amount	
3	BG No	
4	Name of the bank	
5	Branch	

<b>PART C: APPLICATION DETAILS</b>			
Sl No.	Required Information	Indicative Documents to be attached in Annexure	Enclosed (Yes/No)
1.	Name and address of the Person Signing the document	i ) <u>In case of Company</u> : a) Power of Attorney attested by Notary b) Copy of the board Resolution certified by the Company secretary for appointing the Power of Attorney. ii) <u>In other cases</u> : Credential of person signing the document <b>The bidders are requested to attach the documents as Annexure 1 of their bid document.</b>	
2. a	Whether the company is a public limited or a Private limited company or proprietorship , registered in India	<u>In case of company</u> : a) A Corporate brochure of the company. b) Certificate of Incorporation c) Memorandum and Article of Association d) Details of Directors e) Annual report for last 2 financial years	
b.	Area of business:	In case of proprietorship/others: Details of	

	IT/Networking	Proprietorship/others with proof of registration or applicable documents.  <b>The bidders are requested to attach the documents as Annexure 2 of their bid document.</b>	
3. a	Whether the entity 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.	Letters from OEM (Original Equipment Manufacturer) or its authorized channels or its dealer/associate stating that they will support the product/solution through the System Integrator for the next two years. (Attach details as per Format A)  <b>The bidders are requested to attach the documents as Annexure 3 of their bid document.</b>	
b	Letter of Support from OEM or its authorized channels or its dealer/associate		
4.	ISO 9001:2000 or higher certification for services	Copy of the ISO Certification document.  <b>The bidders are requested to attach the document as Annexure 4 of their bid document.</b>	
5.	Annual Turnover(for IT/networking business) for last two years	Profit and Loss Account for the last 2 financial Years certified by Chartered Accountant FY____: Rs._____, FY____: Rs._____	
		<b>The bidders are requested to attach the documents as Annexure 5 of their bid document.</b>	
6.	Experience of WAN implementation.	a) P O copies b) Satisfactory Completion Certificate from the end Customer (Attach details as per Format B) <b>The bidders are requested to attach the documents as Annexure 6 of their bid document.</b>	
7.	a) Number of Support Centers in Sikkim b) No. of Support centers in India	a) Organizational Chart and infrastructure details with the list of support centers in Sikkim and India. Details of support centers (Address, Contact Tel No. , No of staffs etc.) b) Addresses of the Support Centers with supporting documents like rent agreement, landline bill etc (Format C for reference) <b>The bidders are requested to attach the documents as Annexure 7 of their bid document.</b>	
8.	GST Registration No.	Copy of the GST Registration  <b>The bidders are requested to attach the documents as Annexure 8 of their bid document.</b>	
9.	Income TAX PAN No.	Copy of PAN  <b>The bidders are requested to attach the document as</b>	

		<b>Annexure 9 of their bid document.</b>	
10.	Acceptance of all terms and conditions in the EOI	A copy of the EOI document signed, in the bottom of all pages as a token of acceptance of all terms and conditions.  <b>The bidders are requested to attach the documents as Annexure 10 of their bid document.</b>	

All documents should be signed and stamped by the authorized signatory of the bidder in each page of the document submitted.

I/we hereby certify that all the particulars given above are correct and true to the best of my knowledge.

Signature\_\_\_\_\_

(Authorized Representative)

Full Name \_\_\_\_\_

Designation\_\_\_\_\_

Address\_\_\_\_\_

**Note:**

- 1) If needed, the bidder can use separate sheets for explaining the above points.
- 2) BSNL reserves the rights to verify the facts given by the bidder, with the authorities, if so required.

**FORMAT-A** (FOR OEM DETAILS)

Sl No	Equipment/ SW	Name of the OEM or its authorized channel or dealer (s) with whom direct teaming agreement exists/ from whom Letter of Support available	HQ of the OEM or its authorized channel or dealer	No. of Years of Support available from current year	Whether Authorization from OEM or its authorized channel or dealer attached.
1.	Router				
2.	Switch				
3.	Leased line Modem				
4.	Optical Customer Premises Equipments (CPE)				
5.	Radio Modem				
6.	Media Converter				
7.	Server				
8.	Firewall				
9.	Video Conferencing Equipment				
10.	NMS				
11.	UPS				
12.	Stabilizer				
13.	N/w Rack				
14.	Cable & connector:- UTP / Fibre etc.				
15.	Computers				
16.	Computer peripheral				
17.	Dialup modem				
18.	ISDN device				
19.	EPABX				
20.	VOIP Gateway				
21.	V-Mux				
22.	Basic computer related software				

**Note: The bidder may add any other items/specifications etc in additional rows/columns.**



### **FORMAT-B**

(Experience of WAN implementation on turnkey basis)

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

### **FORMAT-C**

(Number of Support Centers)

<b>Sl. No</b>	<b>Name of the Town/City</b>	<b>Postal address</b>	<b>Name of the Contact Person</b>	<b>Fixed Telephone Number, Fax No, Email ID etc</b>

**BID SECURITY FORMAT**

To

The Chief General Manager,  
BSNL, Sikkim Circle, Gangtok.

Dear Sirs,

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

As an irrevocable Bank Guarantee against Bid Guarantee for an amount of Rs 1 (One) lakh / Rs.50,000/- / RS.10,000/- valid up to (up to 365 days) is required to be submitted by the Bidder as a condition preset for participation in the said EOI, which amount is liable to be forfeited on the happening of any contingencies mentioned in the EOI/ bid documents.

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

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

In witness whereof the Bank, through its authorized officer has set it's stamped on this ..... Day of .....20\_\_at .....

Designation.....

Bank's Seal.....

Attorney as per power of Attorney

No.....

Witness Signature.....

Name .....

## AGREEMENT

THIS AGREEMENT made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at Gangtok between Bharat Sanchar Nigam Limited having its Regd. Office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi – 110001 (hereinafter referred to as "BSNL") which expression shall include its successors and assigns on] the one part and

M/s \_\_\_\_\_ (hereinafter referred to as "System Integrator") which expression shall include its successors and assigns on the other part.

WHEREAS BSNL intends to empanel System Integrators for establishment and maintenance of customized private Wide Area Network (WAN) at client's premises.

AND WHEREAS the said System Integrator who is having all the wherewithal is hereby empanelled as **National / Circle / Circle-Silver** System Integrator (***strike out whichever is not applicable***) to undertake all such jobs as and when assigned by BSNL on the terms and conditions as set out in this agreement.

WHEREAS both the parties to the Agreement agree to the following terms and conditions:

1. The System Integrator shall nominate the team, their name(s), address (es) and telephone nos. (Residence included) for better co-ordination.
2. The System Integrator shall make available the complete contact address of its Directors and local heads as applicable to BSNL.
3. BSNL being a service organization, many of the requirements could be of emergency nature. The agencies have to respond to such demands despite holidays/beyond office hours.
4. Mere empanelment does not confer automatic rights to a System Integrator to secure/procure jobs.
5. BSNL will not pay any extra charges related to presentation at BSNL and customer premises and training to client's representatives for operation & maintenances.
6. The turnkey projects will involve supply, execution and O&M subcontracts. Therefore at the project proposal preparation stage itself, back up offers from the prospective subcontractors should be obtained. The needed agreements should be signed immediately on award of the contract. These agreements should clearly define the deliverables, terms, schedules, penalties, and guarantees so as to protect the BSNL's interests.
7. BSNL shall invite sealed quotations/bids/Proposals from empanelled SIs for various types of projects related to Customer's Private Network for finalization of the rates. The quotation/bid/Proposal shall specify validity of the prices, delivery period, penalty, AMC etc. The rates for such project costs shall be finalized after observing all the formalities. Depending upon the requirements, order could be placed on the empanelled SIs at the

finalized rates. However, before placement of Purchase Order, the prices may be negotiated taking into account the reasonableness with reference to prevailing market price.

8. For participation in Projects through open tender, in order to be competitive, standing committee can further negotiate the rates with the empanelled vendors.
9. It may not be possible to fix the prices of all the items as depending upon the requirement of the customers, there may be slight variations in the specifications. BSNL could negotiate the prices of such items with these selected vendors place orders on any of the empanelled vendor at negotiated price.
10. In a situation when the customer desires to expand the existing network, the procurement of add on equipment becomes proprietary in nature. Keeping in view the requirement of the customer and the fact that ultimately the customer will be paying for the cost of equipment, the BSNL may finalize the prices of proprietary equipments after negotiations.

#### **11. Process and Payment Terms**

- i. Normally, all the offers to the customer will be in the name of BSNL and by the BSNL.
- ii. The customer will make all payments towards project cost to BSNL.
- iii. 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.
- iv. For each requirement of Customized WAN solution, BSNL will issue a purchase order (P.O.) to SI containing details of equipment along with agreed price, terms & conditions.
- v. Payment to the System Integrator will be made in installments depending upon the payment that the BSNL will get from the Purchaser.
- vi. 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.
- vii. Depending on customer, market position, BSNL will be charging a commission on the SI invoices value.

**12.** The terms and conditions in the EOI document No \_\_\_\_\_ shall form a part of this agreement.

#### **13. Commencement & Duration:**

- a. This agreement shall commence from the \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_ for a period of five years up to \_\_\_\_\_.
- b. BSNL may extend, if deemed expedient, the period of agreement by ONE YEAR at one time depending on satisfactory performance of the empanelled system integrators.

**14. Modifications in terms:** Any changes in the terms and conditions contained herein shall have effect only prospectively, and shall be valid only if recorded in writing and signed by the authorized officers of the BSNL and the SI.

**15. Termination:**

- a. Either party may terminate this agreement by giving three months notice in writing to the other. The obligations of the parties shall continue during the notice period.
- b. However, if the services of the System Integrator are not found satisfactory, BSNL shall have the right to cancel the contract at any time without assigning any reason and without any financial compensation to the SI.

**16. Arbitration:**

That in case of any dispute or differences, breach & violation relating to the terms of the Agreement, the said matter or dispute, difference shall be referred to sole arbitration of Chief general Manager (CGM) of BSNL, Sikkim Telecom Circle or any other person appointed by him That the award of the arbitrator shall be final and binding on both the parties. In the event of such Arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CGM, BSNL, Sikkim Telecom Circle shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by his predecessor. The System Integrator will have no objection in any such appointment, that arbitrator so appointed is employee of BSNL. The said Arbitrator shall act under the Provisions of the Arbitration and conciliation Act, 1996 or any statutory modification or reenactment there of or any rules made there of.

IN WITNESSETH whereof the parties have put their hand on this Agreement on the day and year first above written.

\_\_\_\_\_

\_\_\_\_\_

BSNL

SYSTEM INTEGRATOR through its authorized representative

WITNESSES:

**FORMAT OF THE BANK GUARANTEE**

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

Re: Bank Guarantee in respect of Agreement subsequent to letter of intent vide no-  
\_\_\_\_\_ dated \_\_\_\_\_ against EOI no-\_\_\_\_\_ dated \_\_\_\_\_  
between Bharat Sanchar Nigam Limited, (BSNL in short) (A Government of India Enterprise), at  
Bharat Sanchar Bhawan, Harish Chandra Mathur Lane Janpath, New Delhi – 110001  
(hereinafter referred to as "BSNL") and  
M/s \_\_\_\_\_, A company registered  
under The Companies Act, 1956 and having its Registered Office at  
\_\_\_\_\_ **(may be suitably changed in case of proprietor/  
/partnership Concern/LLP/ Individual )** (hereinafter called " System Integrator ") whereby BSNL  
has agreed to empanel System Integrator (SI in short) for execution of Customer's Private  
Network on turnkey basis on the terms and conditions exclusively mentioned therein.

It has been agreed between the parties that a Bank Guarantee for **Rs...../-  
(Rupees .....only)** shall be given by the System Integrator in  
favour of the BSNL for due and faithful performance of the terms and conditions of the said  
agreement.

\_\_\_\_\_ Bank having its office at \_\_\_\_\_ has at  
the request of the System Integrator (M/s \_\_\_\_\_),  
decided to give the guarantee as hereinafter contained:

1. We, \_\_\_\_\_ (hereinafter called 'the Bank') do hereby undertake  
and assure to the BSNL that if in the opinion of the BSNL, the System Integrator has in any  
way failed to observe or perform 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 BSNL the said sum of  
**Rs..... /- (Rupees.....only)** or such lesser  
amount as BSNL may demand without requiring BSNL to have recourse to any legal  
remedy that may be available to it compel the Bank to pay the same.
2. Any such demand from the BSNL shall be conclusive as regards the liability of System  
Integrator to pay to 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  
System Integrator 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  
System Integrator and BSNL regarding the claim.

3. We, the Bank further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect for the period up to \_\_\_\_\_ from the date of commencement of the agreement or the term of this guarantee whichever is later. But if the period of the said agreement is extended either pursuant to the provisions in the said Agreement or by mutual agreement between the System Integrator and the BSNL, the Bank shall renew the period of the Guarantee for such period which expires 6 (six) months after the renewed period of the said agreement failing which it shall pay to the BSNL the said sum of **Rs** \_\_\_\_\_ /- **(Rupees ..... only)** on written demand by BSNL demanding the payment of the above sum.
4. The Bank further agrees that the 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 BSNL against the System Integrator 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 System Integrator or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to System Integrator 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.
5. The Bank further agrees that in case this Guarantee is required for a larger period and it is not extended by the Bank beyond the period specified above in Clause 3, the Bank shall pay to BSNL on written demand by BSNL having to demand the payment of the said sum of **Rs. .... /- (Rupees ..... only)** on the last day on which the Bank Guarantee is due to expire.
6. Notwithstanding anything herein contained;
  - (a) The liability of the Bank under this guarantee is restricted to **Rs ..... /- (Rs. .... only)** and it will remain in force for a period of **... days** i.e. up to \_\_\_\_\_.
  - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before \_\_\_\_\_.
7. The Bank guarantees under its constitutional power to give this guarantee and who have signed it on behalf of the Bank have authority to do so.

(Authorized Signature of the Bank Official)  
Power of Attorney Number:

**CERTIFICATE**

I \_\_\_\_\_ hereby on behalf of M/s. \_\_\_\_\_

\_\_\_\_\_ certify that, we are not registered as ISP.

Name :  
Signature :  
Stamp :  
Place &Date :