

File No: JKCO-12/13(12)/1/2021-EB- JK CO
Price Rs 2360/- (Non-refundable)



BHARAT SANCHAR NIGAM LTD.

(A Govt. of India Enterprise)

No: JKCO-12/13(12)/1/2021-EB- JK CO dated 19/12/2022

OPEN ENDED APPLICATION

For

EMPANELMENT OF SYSTEM INTEGRATORS

For

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

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

Issued by:

Signature
Name
Designation
Date

Form has been downloaded and Rs 2360/- as fee of form is enclosed.

Yes / No

1. EOI Filing Start Date = 27/12/2022

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As a token of acceptance of all Clauses.



BHARAT SANCHAR NIGAM LTD.
(A Govt. of India Enterprise)
O/o Chief General Manager J &K Telecom Circle, Jammu.

NOTICE
Expression of Interest

No: JKCO-12/13(12)/1/2021-EB- JK CO

Dated 19/12/2022

Open ended applications in prescribed Performa are invited by the Chief General Manager, BSNL, J & K Telecom Circle, Jammu from eligible parties for "Empanelment of System Integrator" for Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services for BSNL customers

- | | |
|---|--|
| 1. Name of Work | : Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services offered by BSNL |
| 2. Cost of the Form | : Rs 2360/- (including Taxes) |
| 3. EOI Filing Start Date | :27/12/2022 |
| 4. EMD to be deposited along with Application form. | :Rs 1 Lakh for category A
Rs 50 Thousands for category B and Rs 10 Thousands for Category C in the form of Bank Guarantee as per proforma attached valid for One Year . |

Eligible parties after carefully going through all terms and conditions along with eligibility conditions may apply to GM(EB)/ADT(EB) O/o Chief General Manager J &K Telecom Circle, Jammu. All applications received will be considered on monthly basis. The application form can be collected from DGM (EB)/ADT(EB), O/o CGMT, 2th Floor, BSNL Bhawan, Trikuta Nagar, Jammu-180004, contact No. 9419120414 on payment of **Rs 2360/- (Cash or DD)** against the cost of the EOI Document on all working days or can be downloaded from www.jandk.bsnl.co.in/tender and can be submitted along with DD of **Rs 2360/-**. The demand draft should be from any scheduled bank drawn in favour of "Accounts Officer (Cash), BSNL O/o CGMT Jammu, " and should be payable at Jammu.

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Invitation for empanelment as System Integrators (SI) for Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services for BSNL customers and Video conferencing solution to customer

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

1.1 It offers all kinds of telecommunication services like Basic (both fixed and wireless), Cellular, Data, National long distance, Internet etc. Keeping pace with the technological trend to provide latest and varied value added services to its customers; BSNL is providing a state of art Multi Protocol Label Switching (MPLS) Virtual Private Network (VPN) network.

1.2 It is implemented over a high capacity (STM-1 expandable up to STM-16 in future) dual layer robust MPLS Network that has inherent redundancies in routing capability guaranteeing specified service levels. The technology enables secure Virtual Private Networks (VPN) to be built and allows scalability that will make it possible for BSNL to offer assured growth to its customers without having to make significant investments.

1.3 BSNL also provides Video Conferencing, Voice over IP (VoIP) and a host of other value added services that could revolutionize the way a corporate business works.

1.4 BSNL also provides network over point to point lease lines, VPN over Broadband, , VPN over 3G/4G etc

1.5 The basic Objective of this EOI is to enable BSNL to provide complete end-to-end solution to esteemed customers, BSNL intends to have a tie up with System Integrators (SI) who will do the Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services offered by BSNL. In case required, they will also do all the operations and maintenance activities related to customer end & co-ordination with concerned agencies.

1.6 BSNL can provide VPN / Network to any corner of India using a mix of Leased Line and MPLS VPN etc. Further details of the MPLS Network capabilities, pricing, Service Level Agreement (SLA) etc. shall be shared with the selected SIs.

1.7 This empanelment will be ongoing process and all the applications for empanelment during the month will be reviewed in the succeeding month.

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2.0 **Eligibility Criteria:**

2.1 (a) For National and Circle SI: The System Integrator (SI) should be a Public Limited or a Private Limited ,registered in India – **Certificate of Incorporation with copy of articles and Memorandum of Association is to be provided.**

(b) **For Circle-Silver SI:** SI may be an Individual or Proprietorship/partnership Concern. 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.

(c) 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).

2.2 (a) For National and Circle SI: The System Integrator (SI) shall be a direct supplier of technology or have a direct teaming agreement with each of the Technology Companies that form the core building blocks of the project. The core building blocks may be classified as Routers, LAN Switches/Hubs, UPS, Firewall, VC endpoints and Leased Line Modems & Converters, PC's, servers etc and basic computer related software. One SI can quote for multiple make of equipments - The System Integrator (SI) should provide **letters from all the OEM's** (Original equipment manufacturer), whose make of equipments they propose to supply as **reseller**. Further, SI shall be willing to provide support as per the customer's contract/SLA conditions.

(b) **For Circle-Silver SI:** SI shall have tie up and technical arrangement directly with the technology company or thorough its authorized dealer whose equipment has been used in delivery of the WAN/LAN so as to ensure long term support to the core building block for WAN/LAN or related project implementation. The core building blocks may be classified as servers, computers, computer peripherals, routers, LAN Switches/hubs, firewall, leased line modems, ISDN backup devices, connectors and basic computer related software etc.

2.3 (a) For National and Circle SI: For providing complete end-to-end solution to customer, BSNL intends to empanel System Integrators who will do all the operations and maintenance activities of customer end networking equipment and for video conferencing equipment. These SIs will be grouped into two categories depending upon area of presence, turn over and experience (See Eligibility Criteria at **Annexure [A] and Annexure [B]**) viz. A (National SIs), and B (Circle SIs). SIs will have All India Operation jurisdiction. – **Willingness letter to work across India** is to be submitted for category "A". The SI of category A should be ISO 9001:2000 certified for services.

(b) **For Circle-Silver SI:** For providing complete end-to-end

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solution to customer, BSNL intends to empanel System Integrators who will do all the operations and maintenance activities of customer end networking equipment and for video conferencing equipment. SIs will have Circle Operation jurisdiction. – **Willingness letter to work across J&K Circle** is to be submitted.

- 2.4** Average Turnover in last 2 years must be as per Eligibility Criteria at **Annexure [A]** and **Annexure [B]**) viz. A (National SIs) and B (Circle/Circle-Silver SIs). **The balance sheet or Annual Report of last two years** is to be attached as a proof.
- 2.5** EMD – Rs1 **Lakh** for category A, Rs **50 Thousands** for category B and Rs **10 Thousands** for category C in the form of Bank Guarantee as per Performa attached for **one year** validity is to be submitted along with the application form.
- 2.6** Performance Bank Guarantee (PBG): The PBG amount is **Rs 15 Lakhs** for category A, **Rs 3 Lakhs** for category B and **Rs 50 Thousand** for category C.
- A certificate to be submitted that, once approved then bank guarantee in prescribed format will be submitted in time. The amount submitted for EMD will be returned after submission of PBG.
- 2.7** The ISP will not be allowed to become SI, and if any SI after registration becomes ISP then the SI agreement shall be cancelled.

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3.0 Terms and conditions:

It is a Non-exclusive agreement. BSNL will engage SI for the Supply, Configuration and Maintenance of Customer's End Equipments, their network LAN / WAN etc. for Data Services for BSNL customers and for video conferencing equipment.

- 3.1** The short-listed SIs need to sign an agreement with BSNL as per format specified in Annexure E.
- 3.2** The short-listed SIs need to submit the Performance Bank Guarantee in time as per format specified in Annexure D. Normally the time period is 3 to 4 weeks.
- 3.3** BSNL and SI shall jointly address the network requirements of the customer along with any other services required by the customer.
- 3.4** SIs shall adhere to SLA, which BSNL has offered to its customers.
- 3.5** For providing last mile connectivity to the customer, SI shall coordinate and pursue with concerned BSNL authorities as well as other agencies / Departments (Like MTNL, regional offices of BSNL) to enable the same and complete the project in time.
- 3.6** SI shall also conduct technical seminar for BSNL Officers to make them conversant about their product capabilities vis-à-vis customer requirement.
- 3.7** SI shall also provide relevant equipment free of cost for demonstrating the capability of VPN or VC solution, if the same is required by the customer. If any BSNL resource is required, then the same shall be provided free of cost.
- 3.8** Tie-ups for extending the services nationally and internationally will be permitted.
- 3.9** SI shall also conduct Enterprise Customer meet/ other promotional events for generating business / creating awareness about BSNL products and services in consultation of BSNL.
- 3.10** For the customers serviced through SI, the SI shall provide to BSNL 24 hrs, 7 days a week helpdesk, either web based or call center. The booking of complaint to SI can be made by customer, BSNL NOC/Call Center/Node. For emergency case specifically for situation where critical node is down, SI shall ensure that the consultation, assistance and advice within four hours or as defined in SLA entered with the customer. In other cases, the complaint must be attended within eight hours.
- 3.11** SI shall supply spares directly or through back end tie up with the Original equipment manufacturer to address any equipment related problem within 12 hours in the same city and within 48 hours for outstation site.
- 3.12** The SIs need to mention the make of the equipments which they shall be supplying. Though exact requirements will be as per customers request yet the general technical specification of the Customer's End Equipments, their network on LAN / WAN etc. is attached at Annexure C for information.
- 3.13** Whenever any SI proposes to supply equipments from any new vendor then the System Integrator should provide letters of

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support from that OEM (Original equipment manufacturer) stating that their products / solution as proposed by SI, shall be supported for at least next **two years and as per customer requirement**. The support beyond warranty shall be on payment basis. 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.

- 3.14** SI shall also help Key Account Managers.
- 3.15** Empanelled SI can also be engaged by the CGM Telecom Circles / Telecom Districts / Regions for providing support to customers. This is to ensure customer friendly pre and post one point after sales services to the customers.
- 3.16** SI shall use their own distribution network. The area of operation will be across the country or as applicable.
- 3.17** The terms and conditions of the Agreement are subject to modification by mutual agreement based upon the request of either party. In case of no agreement being reached in such cases, BSNL reserves the right to terminate the agreement as per the provisions of this agreement.
- 3.18** The commissioning of the project/services shall be the responsibility of SI. The hardware and services required for commissioning of the project/services must be made available as per schedule given in PO. Normally the commissioning of the project will be as per customer requirements.
- 3.19** SI shall depute appropriate resources to monitor and manage the progress of the project.
- 3.20** SI should give on-site warranty of a period as desired by the customer. After warranty support, SI should also provide the AMC of the Customer's End Equipments, their network on LAN / WAN, VC equipment etc. as per the requirement of the customer.
- 3.21** In case the terms and conditions required by customers are different then the terms and conditions as required by customers would override the standard conditions of this EOI. Customer's conditions will have to be satisfied on back to back basis. The decision of BSNL shall be final and binding.
- 3.22** SI shall carry out quarterly preventive visit to each site, if the equipments are under warranty or AMC with the SI.
- 3.23** Any sum of money due and payable to the SI shall be appropriated by BSNL and the same may be set off against any claim of BSNL for payment of a sum of money arising out of this Agreement or under any other Agreement / contract made by the SI with BSNL.
- 3.24** The liability to insure the merchandise, if any, in the outlet(s) and in the possession of the SI shall be of the SI and the liability for any loss or damage due to any fire, burglary, theft, etc. shall be that of the SI.
- 3.25** The SI shall be fully responsible for the employment or payment of wages to its employees and shall fully comply with all laws, rules, regulations, notifications, directions orders etc. of the Govt. whether Central, State, Local or Municipal relating

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to such employment, payment of wages etc. and all others matter connected therewith and hereby indemnifies and agrees to continue indemnifying BSNL in this regard.

- 3.26** In the event of termination of this agreement consequent upon breach of any of the terms of this agreement by SI, or if SI fails to perform / execute the contract, SI shall be debarred by BSNL for a period of 3 years for all future dealings with BSNL.
- 3.27** The customer can pay either directly to BSNL or through SI by cheque / DD drawn in the name of BSNL. In case the customer is paying to SI, then SI shall intimate the nodal officer latest by the next working day along with deposit of the cheque / DD collected.
- 3.28** The BSNL shall have no liability or obligation for any State or Local Govt. Levies / Taxes for providing services by SI under this Agreement.
- 3.29** **OBLIGATIONS OF BSNL:** BSNL shall at its discretion promote the different services being provided by BSNL under this Agreement.
- 3.30** The **charges and other tariff charges** by the **BSNL** for the Services are the sole prerogative of the **BSNL** and the **SYSTEM INTEGRATOR** shall not represent to subscribers any charges other than those as prescribed by the **BSNL** for subscription to the Services. Normally the standard tariff along with any bulk booking discounts are available on the official web site of BSNL corporate office and the same can be taken as BSNL offered prices by the System Integrators for marketing and selling of the services. Over and above, **BSNL** shall inform the **SYSTEM INTEGRATOR** of any other charges and tariff changes to facilitate him to conduct the business on behalf of **BSNL**.
- 3.31** In case of competitive tariff from the competitor and / or any specific requirement of the customer the System Integrator shall bring it to the notice of nodal officer for necessary decision. As per the decision further action shall be taken by the System Integrator.
- 3.32** The specific decisions so taken by the BSNL is for a particular case only and the System Integrator is not authorized to quote the same to other parties unless and until the same has been authorized by BSNL.
- 3.33** BSNL reserves the right to appoint any number of System Integrators in this category or sell directly or through other channels also. BSNL also reserves the right to create other categories of System Integrators to serve a particular segment of customers. The Data segment market is growing at a very high pace and each SIs appointed through this EOI shall have to meet targets as specified.
- 3.34** BSNL reserves the right to engage SI on mutual terms and conditions for various support systems as agreed between the parties for improving the customer confidence, for providing

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support, either fully or partially. Additional incentive may be considered by BSNL on mutual consent basis based on the quality and quantum of support system envisaged.

3.34.1 One window interface for all its requirements for provisioning, operation and after sales services.

3.34.2 Fast provisioning of the services.

3.34.3 Reliable quality services during operations.

3.34.4 In case of fault, attending the same within reasonable period of time and with desired promptness.

3.34.5 For providing improved SLA to customers.

3.35 Delivery of equipments purchased through SI for the customers as per customers requirements shall be SIs responsibility at their cost. They are supposed to transfer the equipments from the place of supply to their local office and then supply the equipments locally to customers under proper receipt. Timely supply is SI's responsibility.

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4.0 Scope of the Work

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

4.2 The System Integrator shall Supply, Configure and Maintain Customer's End Equipments, their network on LAN / WAN etc. for Data Services for BSNL customers and for video conferencing solution.

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

4.4 In order to ensure that important specific project related EOIs are not delayed /hampered, only those SIs who are already empanelled on the date of issue of that specific EOI shall be eligible to apply in that EOI and the ones' whose applications are pending for empanelment as SI shall not be considered for that specific EOI.

4.5 Types of Possible Sales. It will be based on the criteria that who is front end to the customer, SI or BSNL.

4.5.1 Front ending by SI

4.5.1.1 Customer will mention in writing that the case has been processed through SI either through a letter on their letter head or by endorsing on the form itself.

4.5.1.2 BSNL is only responsible for BSNL portion of services.

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

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4.5.2 Front ending by BSNL – Without Tender – Customer mention in writing that case has been processed through SI and wants particular S.I.

4.5.2.1 Quotation from the SI will be taken and the same will be quoted to party after taking relevant taxes into consideration.

4.5.2.2 The SI shall furnish a certificate to BSNL that the charges made to customers for Customer's requirement are fair and reasonable.

4.5.3 Front ending by BSNL – by Tender/Without Tender

4.5.3.1 Limited enquiry among the panel of SI's will be called for as per the customer requirement.

4.5.3.2 BSNL will quote the rates as per the market conditions, keeping in consideration the rates quoted by L1 bidder. The L1 bidder will be awarded the work.

4.5.3.3 Once payment is received it will be given back to the party as per payment terms / PO conditions.

4.5.3.4 In case customer places additional component order for existing sites where one SI was already engaged through earlier process and keeping the same SI is desirable as per situation and BSNL decides so, the existing SI shall not deny such orders and shall accept such order for additional component on same terms and condition or as per customer terms depending on case to case basis. Further The SI shall furnish a certificate to BSNL that the charges made to customers for Customer's such requirement are fair and reasonable.

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

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

4.6.2 At times customer wants the equipments and services to have on lease/rental.

(a) Many a times the customer wants to have back-up link on RF / VSAT/CDMA/3G the same can also be dealt as per the procedure mentioned above, as the main intention is to provide total solution to the customer.

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

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5.0 **Payment Terms:**

- 5.1** The customer will make all payment including cost of bandwidth and Customer's End Equipments, their network on LAN / WAN etc. to BSNL (either in lump sum or in installment as the case may be).
- 5.2** Back to back payment arrangement shall be there from BSNL to SI for supply, configuration and maintenance of Customer's End Equipments, their network on LAN / WAN etc.
- 5.3** For each project as per the customers requirement, BSNL shall issue a PO for non-BSNL portion to SI containing details of products/services along with approved price, terms and conditions of the same.
- 5.4** Payment Terms will generally be dependent upon the contract being signed by the customer and shall be indicated in the project specific EOI.
- 5.5** The AMC payment, wherever entered shall be made quarterly and after the expiry of quarter subject to fulfillment of SLA and maintenance schedule.

5.6 Penalty Clause:

- 5.6.1** Delayed Supply: Any delay in supply of equipment shall attract liquidated damages (LD) @ 0.5% of the total value of the delayed supplied equipment for a delay of every week or part thereof for the first three weeks and @ 0.7% per week thereafter, subject to maximum LD of 5% of the total value of the delayed equipment.
- 5.6.2** Delayed Commissioning: The commissioning of total network including supply of the equipment is to be completed **as per P.O from the date of receipt of PO to SI**. A penalty at the rate of 0.5% of the cost of hardware and bandwidth charges of the location not completed shall be payable per week of delay or part

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thereof subject to a maximum of **5%** for that site. If the delay is more than two weeks, then BSNL shall have the right to terminate the project with a penalty of 5% of total work order cost and get the work done at the cost and risk of the SI from any other vendor.

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

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

5.8 Without prejudice to its rights and any other remedy, BSNL may encash PBG in case of any breach of terms and conditions of the agreement or in case of business loss suffered by BSNL due to failure of service on the part of Si.

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6.0 Empanelled SIs utilization by Telecom Circles :

- 6.1** Circle / SSA / Any other BSNL units can use fully the empanelled SIs by J&K Circle through this EOI.
- 6.2** While awarding work to SI the Concerned circle / SSA / Any other BSNL units will take a PBG of 5% value of non-BSNL portion of the project, before award of work. The validity of the PBG will be three months more than the project duration. The Project duration includes warranty and AMC, if any required by the customer.
- 6.3** Payment shall be normally made to SI's within 3 weeks from the date of the submission of the bills subject to receipt of payment from the customer (on back to back basis).

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7.0 **AGREEMENT:**

7.1 Duration of Agreement: This agreement shall be valid for a period of **FIVE YEARS** from the date of signing the Agreement unless revoked earlier for whatever reasons. If at any stage during the tenure of this agreement, it comes to the notice of BSNL, directly or through some other complaint, that the System Integrator had misrepresented the facts or submitted any false information or hidden any information, which could have affected the signing of this agreement with the System Integrator this agreement shall stand terminated immediately under intimation to the System Integrator and PBG shall be forfeited. The validity of five years from the date of signing the agreement is for award of project to the empanelled SIs. However, in case the project duration extends beyond the validity period of five years, it shall be binding on the SI to discharge all responsibilities with regard to supply, configuration and maintenance of customer end equipment for the entire project duration. The project duration includes warranty and AMC, if any, required by the customer.

7.2 Extension of Agreement:

7.2.1 BSNL may extend, if deemed expedient, the period of agreement by FIVE YEAR at one time, suo moto or in mutual agreement with the System Integrator on mutually agreed terms. Further extensions in terms of **two years** shall be given on request of the SI, based on their performance. The decision of BSNL shall be final in regard to the grant of extension.

7.2.2 After the expiry of initial agreement period of **Five years**, BSNL reserves the right to refuse the request for extension, modify some/ all the clause s of the agreement.

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- 7.3 Restrictions on 'Transfer of agreement':** The System Integrator shall not assign or transfer its right in any manner whatsoever under this agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the agreement to any third party either in whole or in any part i.e. no sub-contracting/ partnership/ third party interest shall be created.
- 7.4 Liability:** Except as provided in this Agreement, hereinabove, neither party shall be liable to other party or any other party by virtue of termination of this Agreement for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leases, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of this Agreement.
- 7.5 Suspension, Revocation or Termination of agreement:**
- 7.5.1** BSNL reserves the right to suspend the operation of this agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities. In such a situation, BSNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the agreement shall not be a cause or ground for extension of the period of the agreement and suspension period will be taken as period spent. During this period, no charges for use of the facility of the System Integrator shall be payable by BSNL.
- 7.5.2** BSNL may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of Three month issued to the System Integrator at its registered office, terminate / or suspend this agreement under any of the following circumstances:
- 7.5.2.1** The System Integrator failing to perform any obligation(s) under the agreement;
- 7.5.2.2** The System Integrator failing to rectify, within the time prescribed, any defect as may be pointed out by BSNL.
- 7.5.2.3** The System Integrator going into liquidation or ordered to be wound up by competent authority.
- 7.5.2.4** EITHER PARTY may terminate the agreement, by giving notice of at least Three month in advance. The effective date of surrender of agreement shall be three month counted from the date of receipt of such notice by the other party or the authority that signed the agreement on behalf of other party. It may be ensured that no project undertaken by the SI is pending/ongoing.

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- 7.5.2.5** If the System Integrator is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to BSNL in writing. In that case, the written notice period can be modified by BSNL as deemed fit under the circumstances. BSNL may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as it feels fit under the circumstances.
- 7.5.2.6** It shall be the responsibility of the System Integrator to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of System Integrator and Performance Bank Guarantee shall be forfeited, without any further notice.
- 7.5.2.7** Breach of non-fulfillment of Agreement conditions may come to the notice of BSNL through complaints or as a result of the regular monitoring. Wherever considered appropriate BSNL may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the System Integrator or not. The System Integrator shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry.

7.6 Actions pursuant to Termination of Agreement:

Notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement.

- 7.6.1** Neither Party shall represent the Other Party in any of its dealings.
- 7.6.2** Neither Party shall intentionally or otherwise commit any act(s) as would keep a third party to believe that the other Party is still the former Party's service provider, as the case may be.
- 7.6.3** Each party shall stop using the other Party's name, trademark, etc., in any audio or visual form.
- 7.6.4** The expiration or termination of the Agreement for any reason whatsoever shall not affect any obligation of either Party having accrued under the Agreement prior to the expiration of termination of the Agreement and such expiration or termination shall be

Name of SI

Designation

Signature of SI

As a token of acceptance of all Clauses.

without prejudice to any liabilities of either Party to the other Party existing at the date of expiration or termination of the Agreement.

7.6.5 Any liabilities arising out of the specific contracts taken by the SI after the termination of the agreement shall be taken care of by way of encashment of that project specific PBG and the encashment of the PBG taken at the time of empanelment of the SI. Any dues/liabilities still remaining will be taken care of by way of getting the corresponding part of that work/project done from another SI at the risk and cost of the defaulting SI.

7.7 Dispute Settlement/Arbitration clause :

Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy, or differences arising out of or relating to this agreement, or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60(Sixty) days from the date of making of such request.

Where parties are unable to settle the disputes through conciliation, the same shall be referred to CGMT, Jammu & Kashmir circle, for referral of such disputes to a sole arbitrator (chosen from the name(s) provided by BSNL, to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof, and any notification issued or rules make there under from time to time.

The venue of the arbitration proceeding shall be Jammu.

Name of SI

Designation

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

8.0 Performance Bank Guarantee: -

8.1 Each empanelled SI's shall need to submit Performance Bank Guarantee (PBG) of **Rs 15 lakh PBG for category A , Rs 3 Lakh for category B** and **Rs 50 Thousand for category C** before signing the agreement and submission of proposal to the customer, for ensuring full compliance of agreement conditions. PBG should be submitted before signing the agreement, for ensuring full compliance of agreement conditions. **Initially, the PBGs shall be valid for at least five and half years from the date of signing of agreement** (effective date) of the service and shall be renewed from time to time till the expiry of agreement and till all outstanding dues to BSNL, if any, have been fully paid and its claims are satisfied or discharged and also discharge of all responsibilities with regard to supply, configure and maintenance of customer end equipment for the full period of warranty / AMC as applicable. **The validity of the PBG will be six months more than the project duration.** The Project duration includes warranty and AMC, if any required by the customer.

8.2 System Integrator should submit **additional PBG of at least 5% of the P.O. value,** or as desired by the end customer, whenever a work is awarded to System Integrator valid for the duration of the project. Any failure to do so, shall amount to violation of the terms of the agreement and entitle BSNL to en- cash the bank guarantee and to convert into a cash security without any reference to the SI at his risk and cost. No interest or compensation whatsoever shall be payable by BSNL on such encashment.

9.0 Force- Majeure : If at any time, during the continuance of this agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the System Integrator), fire, floods, natural calamities or any act of God (hereinafter referred to as event), provided notice of happenings of any such event is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the agreement, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided Service under the agreement shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. The decision of BSNL as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive. However, the Force-majeure events noted above will not in any way cause extension in the period of the agreement.

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10.0 CONFIDENTIALITY OF INFORMATION & INTELLECTUAL PROPERTY :

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

10.0.1 No person acting on behalf of the System Integrator or the System Integrator himself divulges or uses any such information except as may be necessary in the course of marketing of BSNL DATA SERVICES ,VIDEO CONFERENCING SOLUTION and

10.0.2 No person seeks such information other than is necessary for the purpose of marketing of BSNL DATA SERVICES and VIDEO CONFERENCING SOLUTION.

10.0.3 Provided, the above para shall not apply where BSNL has consented in writing to such information being divulged or used, and such information is divulged or used in accordance with the terms of that consent; or the information is already open to the public.

10.1 The System Integrator shall take necessary steps to ensure that the System Integrator himself / herself and any person(s) acting on its behalf observe confidentiality of customer information.

10.2 The System Integrator shall, prior to commencement of this agreement, **confirm in writing** to BSNL that The System Integrator has taken all necessary steps to ensure that it and its **employees shall observe confidentiality of customer information.**

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

10.4 Intellectual Property:

10.4.1 The intellectual property rights of the solution offered to and implemented by BSNL shall be with the purchaser. All documents, raw data, research, processes, technology, film, artwork, engravings, dies, paper tapes, magnetic media, programs, designs and inventions (collectively referred to as the "information") conceived of, collected, completed or produced in the course of performance of the contract by the System Integrator, for BSNL or provided to the System Integrator by BSNL shall be the exclusive property of BSNL and shall be kept confidential.

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Signature of SI

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- 10.4.2** The System Integrator, including all personnel shall not disclose, divulge, share, discuss, lend, license or sell to any third party any information, data, databases, documents, software, proprietary information, taxpayer information or technical material ("information") supplied to or by BSNL in the performance of the Agreement.
- 10.4.3** The Contractor shall not retain any information related to the Assignment, in any medium, and shall return all copies. All materials prepared at the request of and for BSNL shall remain the property of BSNL except with the written consent.
- 10.4.4** All information and documents supplied to the System Integrator under the Agreement and all reports, programs, procedures, documents and information produced under the Agreement are the property of BSNL and shall be returned upon completion of contract.
- 10.4.5** Neither party shall use the other party's name or marks, refer to or identify the other party in any advertising or publicity releases or promotional or marketing correspondence to others without such other party's written approval.

Name of SI

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As a token of acceptance of all Clauses.

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

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

11.2 Any breach of the terms and conditions in this agreement by the System Integrator.

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

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

11.5 Relationship: Each party understands that it is an independently owned business entity and this Agreement does not make it, its employees, associates or agents as employees, agents or legal representatives of the other party for any purpose whatsoever. Neither party has express or implied right or authority to assume or to undertake any obligation in respect of or on behalf of or in the name of the Other Party or to bind the Other Party in any manner. In case, any party, its employees, associates or agents hold out as employees, agents, or legal representatives of the other party, the former party shall forthwith upon demand make good any/all loss, cost, damage including consequential loss, suffered by the other party on this account.

12.0 Submission of application :

12.1 Application giving the details is to be made on the company's letter head. A copy of this EOI duly signed in on all pages as a token of acceptance of all clauses be submitted along with application form.

12.2 The cost of EOI document is Rs 2360/-. If the same has not been purchased from BSNL against payment, and has been downloaded from BSNL site, then a DD for Rs 2360/- be attached with the application form. The demand draft should be

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from any scheduled bank drawn in favour of "Accounts Officer (Cash), BSNL O/o CGMT Jammu, " and should be payable at Jammu. The form issued from BSNL is non transferable.

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

12.3.1 Certificate of Incorporation with copy of Articles & Memorandum of Association.

12.3.2 Annual reports of last two years, together with copies of Audited balance sheets of last two years.

12.3.3 Organizational chart & Infrastructural details with the list of marketing office at major cities of the country. They should also submit their web site details.

12.3.4 Certificate of experience as defined in eligibility criteria along with customer details, project profile with dates, addresses & telephone numbers of the customers.

12.3.5 Letter from all the OEM's (Original Equipment Manufacturer) whose make of equipments they proposed to supply as reseller. Further, preferably from OEM or else SI must state that, if required, the products / solution proposed by SI shall be supported for at least **Two years** and as per customer requirement. The support beyond warranty shall be on payment basis. 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.

12.3.6 **Willingness to supply equipments on lease** as per customer requirements. All investments shall be done by SI in such cases. The SI's willing to supply equipments on lease need to mention this. The SI can mention in their willingness letter the value up to which they are willing to supply on lease. **A list of such SI's shall be maintained separately. Quotations for such cases will only be asked from such SI's.**

12.3.7 The SI's are supposed to submit along with their application the **product catalogue along with price list of the OEM's** to whom they are sales partner and through which they propose to operate. It is fully understood that catalogue and price list is only for information to BSNL and is subject to change without any intimation to BSNL.

Name of SI

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- 12.3.8** The SI's are also supposed to submit suggested format to monitor and evaluation of the projects being carried out by them. They are supposed to make a web based system through which the live status of the project shall be achievable.
- 12.3.9** Willingness letter to work across India in case of category A.
- 12.3.10** EMD of Rs **1 Lakh** for category A, Rs **50 Thousand** category B and Rs **10 Thousand** for category C in the form of Bank Guarantee as per proforma attached for **one year** validity is to be submitted along with the application form.
- 12.3.11** Undertaking that they shall submit PBG for Rs **15 Lakhs** for category A, Rs **3 Lakhs** for category B and Rs **50 Thousand** for category C within 3 weeks of approval in the format specified in the EOI. The BG submitted for EMD shall be returned after submission of PBG.
- 12.3.12** Details of marketing offices and /or undertaking for opening the same, if sufficient offices are not available then a time frame for opening the same after award of work is to be submitted. Self certification with addresses of establishments to be submitted.
- 12.3.13** Any other documents as per eligibility conditions.
- 12.4** All costs & expenses associated with submission of application shall be borne by the company submitting the application and BSNL shall have no liability in any manner in this regard or if it decides to terminate the process of short-listing for any reason whatsoever.
- 12.5** The application may be sent in a sealed cover marked "Application for empanelment as System Integrator for Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services for BSNL customers and video conferencing solution" to Enterprise Business Unit o/o CGMT J & K Telecom Circle, Jammu.
- 12.6** The evaluation of the application will be carried out by taking into consideration the eligibility criteria as mentioned in clause 2 of EOI.
- 12.7** The right to suspend the short-listing process or part of the process to accept or reject any or all applications at any stage of the process and / or to modify the process or any part thereof at any time without assigning any reason therefore is reserved by BSNL without any obligation or liability whatsoever.

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National level System Integrator in Type C circle (Category A)

Note: The conditions mentioned in this are over and above the general conditions mentioned in the main document.

[1] **General:** SIs in Category A are categorized as national SIs who have spread and have presence throughout the country. This SIs shall take care of corporate customers having offices / branch offices spread over wide geographical area.

[2] **Eligibility Criteria:**

- a) Systems Integrator or its parent company shall be Indian Registered Company.
- b) The System Integrator should be ISO 9001:2000 certified for services
- c) Average Turnover in last 2 years must be at least Rs **20 Crores**. (The turnover indicated should be in the IT / Networking business only)
- d) Minimum experience of Turnkey implementation of WAN (supply, configuration and maintenance) for at least **20 Projects**. (Experience in EB Core business including Computer Networking, ILL/MPLS-VPN/MNS etc. with work per FY equivalent to minimum BG).
- e) For support centers applicant needs to give undertaking and shall work on PAN India basis.

[3] **Strong Technical Team:** The technical team of SI shall assist BSNL in coming out with the cost effective solution for the customer and will be required to give presentation to the customer.

[4] **Performance Bank Guarantee (PBG):** The PBG amount is Rs **15 Lakhs**.

[5] **Support and Spares:**

- a) SI shall provide to BSNL 24 hrs, 7 days a week help center, either web based or IVR based. For emergency case specifically for situation where critical node is down, SI shall ensure that the consultation, assistance and advice within four hours or as defined in SLA entered with the customer. In other cases, the complaint must be attended within eight hours.
- b) Sufficient spares need to be kept with the SI to address any equipment related problem within 24 hours in the same city and within 48 hours for outstation site.

Name of SI

Designation

Signature of SI

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Circle level System Integrator in Type C circle (Category B)

Note: The conditions mentioned in this are over and above the general conditions mentioned in the main document.

[1] General: SIs in Category B is categorized as circle level SIs, which has spread, and presence in J & K State.

[2] Eligibility Criteria:

- a) Average Turnover in last 2 years must be at least **Rs 3 Crores**. (The turnover indicated should be in the IT / Networking business only)
- b) Minimum experience of Turnkey implementation of WAN (supply, configuration and maintenance) for at least **5 Projects** (Experience in EB Core business including Computer Networking, ILL/MPLS-VPN/MNS etc. with work per FY equivalent to minimum BG).
- c) The System Integrator should be ISO 9001:2000 certified for services
- d) For support centers applicant needs to give undertaking and shall work on PAN Circle basis.

[3] Strong Technical Team: The technical team of SI shall assist BSNL in coming out with the cost effective solution for the customer and will be required to give presentation to the customer.

[4] Performance Bank Guarantee (PBG): The PBG amount is **Rs 3 Lakhs**

[5] Support and Spares:

- a) SI shall provide to BSNL 24 hrs, 7 days a week help center, either web based or IVR based. For emergency case specifically for situation where critical node is down, SI shall ensure that the consultation, assistance and advice within four hours or as defined in SLA entered with the customer. In other cases, the complaint must be attended within eight hours.
- b) Sufficient spares need to be kept with the SI to address any equipment related problem within 24 hours in the same city and within 48 hours for outstation site.

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

Circle level System Integrator in Type C circle (Category C)

Note: The conditions mentioned in this are over and above the general conditions mentioned in the main document.

[6] General: SIs in Category C is categorized as Circle-Silver level SIs, which has spread, and presence in J & K State.

[7] Eligibility Criteria:

- a) Average Annual Income as per ITR or Turnover as per balance sheet as applicable for last 2 years must be at least **Rs 20 Lakhs**.
- b) Have experience of Turnkey implementation of WAN (supply, configuration and maintenance) at least 2 Projects. (Experience in EB Core business including Computer Networking, ILL/MPLS-VPN/MNS etc. with work per FY equivalent to minimum BG)
- c) For support centers applicant needs to give undertaking and shall work on PAN Circle-Silver basis.

[8] Strong Technical Team: The technical team of SI shall assist BSNL in coming out with the cost effective solution for the customer and will be required to give presentation to the customer.

[9] Performance Bank Guarantee (PBG): The PBG amount is **Rs 50 Thousand**.

[10] Support and Spares:

- a) SI shall provide to BSNL 24 hrs, 7 days a week help center, either web based or IVR based. For emergency case specifically for situation where critical node is down, SI shall ensure that the consultation, assistance and advice within four hours or as defined in SLA entered with the customer. In other cases, the complaint must be attended within eight hours.
- b) Sufficient spares need to be kept with the SI to address any equipment related problem within 24 hours in the same city and within 48 hours for outstation site.

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Annexure – C

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

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

a) Port Bandwidth: CPE ports with leased line termination at speeds ranging from 64 kbps, Nx64 kbps up to 2 Mbps

b) Network Protocols: The device shall support TCP and IP as per latest IETF standard.

c) Routing Protocols: Shall support static, RIP and OSPF for connecting the CPE to BSNL's network Point of Presence.

d) Physical Interface:

- (i) Serial Port: One/ two with V.35/G.703 interface
- (ii) Ethernet Port: One / Two
- (iii) ISDN BRA Interface: Optional

e) Other Features: The CPE router should have following additional feature.

- a. SNMP support: The port connected to BSNL's network shall support the SNMP ver.2 management and MIB (Management Information Base) so that it can be used for central monitoring by the NMS.
- b. Redundancy in control and power supply module. Optional

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

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

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

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

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

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

[3] **Switch:** It is layer 2/layer 3 Ethernet Switch with 8/16/24 ports

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

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[4] PC's / Servers / UPS.

[5] RF / VSAT /3G/4G etc System in end link.

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

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

[7] LAN extenders for extending LAN connectivity for distances up to 3-5 km

[8] Any other services required by the customers.

Note: The customer end equipments as described in Annexure-C should be of latest technologies/specifications or as per the specific requirement of the customer.

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Annexure- D
PROFORMA FOR PERFORMANCE BANK GUARANTEE

To

AO (Cash),
O/o Chief General Manager,
J & K Telecom Circle,
BSNL Bhawan,
Trikuta Nagar,
Jammu-180004

In consideration of the CGMT, J & K BSNL having agreed to sign an agreement with M/s_____ (herein after called 'system integrator') to supply, configure and maintain the Customer's end equipments, their network on LAN / WAN etc. for VPN services offered by BSNL (hereinafter called 'the Service') to BSNL subscribers as per the agreement No._____ (herein after called 'the said agreement') on the terms and conditions contained in the said agreement, which inter-alia provides for production of a Bank Guarantee to the extent of ` (in words_____) for the service by way of security for the due observance and performance of the terms and conditions of the said agreement. We _____ (indicate the name and address and other particulars of the Bank) (hereinafter referred to as 'the Bank') at the request of System Integrator hereby irrevocably and unconditionally guarantee to BSNL that System Integrator shall render all necessary and efficient services which may be required to be rendered by System Integrator in connection with and/or for the performance of the said System Integrator and further guarantees that the service which shall be provided by System Integrator under the said agreement, shall be actually performed in accordance with terms & conditions of System Integrator to the satisfaction of the BSNL.

2. We, the Bank, hereby undertake to pay BSNL an amount not exceeding Rs(Rupeesonly) against any loss or damage caused to or suffered or would be caused to or suffered by BSNL by reason of any breach by the said System Integrator of any of the terms and conditions contained in the said agreement including failure to extend the validity of this guarantee or to give a fresh guarantee in lieu of the existing one.

3. We, the Bank hereby, in pursuance of the terms of the said agreement, absolutely, irrevocably and unconditionally guarantee as

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primary obligor and not merely as surety the payment of an amount of _____ (Rupees _____ Only) to the BSNL to secure due and faithful performance by System Integrator of all his/their obligations under the said agreement.

4. We, the Bank hereby also undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the BSNL by reason of breach by the said System Integrator of any of the terms or conditions contained in the said agreement or by reason of System Integrator 's failure to perform any of it's obligations under the said agreement."

5. We, the Bank, hereby agree that the decision of the BSNL as to whether System Integrator has failed to or neglected to perform or discharge his duties and obligations as aforesaid and/or whether the service is free from deficiencies and defects and is in accordance with or not of the terms & conditions of the said agreement and as to the amount payable to the BSNL by the Bank hereunder shall be final and binding on the Bank.

6. WE, THE BANK, DO HEREBY DECLARE AND AGREE that:

(a) the Guarantee herein contained shall remain in full force and effect for a period of five and half years from the date hereof and that it shall continue to be enforceable till all the dues of the BSNL and by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL satisfies that the terms and conditions of the said agreement have been fully and properly carried out by the said System Integrator and accordingly discharged this guarantee.

(b) The BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance of any obligations by the said System Integrator from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said System Integrator and to forbear or to enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation or extension being granted to the said System Integrator or forbearance act or omission on the part of the BSNL or any indulgence by the BSNL to the said System Integrator or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

(c) Any claim which we have against System Integrator shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of the BSNL exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of us hereunder

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remains owing and outstanding.

(d) This Guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by System Integrator.

7. We the BANK undertake not to revoke this Guarantee during its currency except with the previous consent of the BSNL in writing.

8. Notwithstanding anything contained above, our liability, under the Guarantee shall be restricted to and our Guarantee shall remain in force until year from the date hereof. Unless a demand or claim under this Guarantee is made on us in writing within this date i.e. all your rights under the Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

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

In the presence of Witnesses:

Signature
Name
Occupation
Address

Signature
Name
Occupation
Address

Place:
Date:

Place:
Date:

Name of SI

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

ANNEXURE – E

AGREEMENT PROFORMA

(To be furnished on ` 100/- stamp paper)

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

AGREEMENT

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

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

AND

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

WHEREAS

1. BSNL is a telecom service provider licensed to provide various kinds of DATA SERVICES and or Video Conferencing Services within India.
2. The BSNL is desirous of appointing System Integrator (hereinafter referred as SI) to Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services for BSNL customers. The SI has approached BSNL for authorizing it to act as its System Integrator for Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services for BSNL customers and or Video Conferencing Services.
3. The System Integrator has requested to sign an agreement for Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services for BSNL customers and or Video Conferencing Services whereupon and in pursuance to the said request, BSNL has agreed to sign this Agreement with the System Integrators for Supply, Configuration and Maintenance of Customer's End

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Equipments, their network on LAN / WAN etc. for Data Services for BSNL customers and or Video Conferencing Services as given in EOI document.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the due observance & performance of all the terms and conditions mentioned in this agreement along with the EOI terms and condition issued vide under, which are part and parcel of this agreement, BSNL and the M/sagree to sign agreement for Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services for BSNL customers and or Video Conferencing Services.
2. It shall be valid for a period of **Five Years** from the date of signing unless revoked earlier. Further extensions will be considered as per the provisions of EOI.
3. M/sand BSNL hereby agrees and unequivocally undertakes to fully comply with all terms and conditions stipulated in agreement without any deviation or reservations of any kind, unless mutually agreed between the parties at any given time.
4. The laws of land as promulgated/modified/amended or replaced from time to time shall govern this Agreement. BSNL reserves the right to appoint more than one System Integrator in this category in each circle.
5. This Agreement shall not be amended or modified or altered or changed in any way except in writing and duly executed by the authorized representative of each party.
6. The Agreement is a confidential document. M/sand BSNL shall not divulge any part of this Agreement either through oral or written communication or through any other mode to any third party.
7. The System Integrator agreed to submit a Performance bank Guarantee (PBG) of ` _____(in words)___ as a security towards due observance and performance of terms & conditions of this Agreement. This bank Guarantee shall be valid for five and half years from the date of signing of this Agreement. The SI agrees to renew the PBG from time to time till expiry of agreement or till BSNL is satisfied that the terms & conditions of said agreement have been fully and properly carried out by the SI. Without prejudice to its rights of any other remedy, on failure of the SI to provide services under this agreement or in case of any breach in terms and conditions of the Agreement, BSNL shall en-cash / forfeit the said Performance bank Guarantee.
8. BSNL reserves the right to provide such services on its own or to enter into Agreement with other parties / persons / service providers for providing similar services from time to time in future without any

Name of SI

Designation

Signature of SI

As a token of acceptance of all Clauses.

restriction on number of persons / parties / System Integrators , the System Integrator shall have no objection whatsoever. SI agrees to adherence to this provision and the same is a material obligation of this Agreement.

9. All terms and condition as mentioned in EOI for vide number Dtd. _____ is valid and forms part of this agreement

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorized representatives on theday of, 20..... .

Signed for and on behalf of **BSNL** by
GM(EB),O/o CGMT, J & K Circle, BSNL Bhawan, Trikuta Nagar, Jammu-180004

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

In the presence of Witnesses:

Signature
Name
Occupation
Address

Signature
Name
Occupation
Address

Place
DATE

Place
DATE

Name of SI

Designation

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

Annexure-F

To

AO (Cash)
O/o Chief General Manager
J & K Telecom Circle
BSNL Bhawan,
Trikuta Nagar,
Jammu-180004

Dear Sir,

In accordance with your EOI enquiry No..... dated M/s..... having its registered office at (herein after called the '**Bidder**') wish to participate in the said EOI for empanelment as System Integrator for Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services for BSNL customers and or Video Conferencing Services

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

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

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

In witness whereof the Bank, through its authorized officer has set its stamped on this Day of**20** at

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

Witness:
Signature.....
Name

Name of SI

Designation

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