



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

Eol Document
for
Empanelment
of
System Integrator
For Establishment and Maintenance of
Customized Wide Area Network (WAN)

**Enterprise Business Cell,
Odisha Telecom Circle**

Price: Rs.2100/-
(Non-refundable)



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

O/O CHIEF GENERAL MANAGER, ODISHA TELECOM CIRCLE
4th FLOOR, Unit-IX, DOOR SANCHAR BHAWAN,
BHUBANESWAR-22

No. - No. BD-8/ EOI-SI/12-13/ Pt-I/74

Dated at BBSR

30th May' 2014

NOTICE INVITING EOI (EXPRESSION OF INTEREST) For Empanelment of System Integrator for Establishment and Maintenance of Customised Wide Area Network

Sealed EOIs are invited by the Chief General Manager Telecom, Odisha Circle, Bhubaneswar-751001 on behalf of BSNL from eligible bidders for Empanelment of System Integrator for establishment and maintenance of Customized Wide Area Network. The empanelment shall be applicable for a period of five years.

1.	Name of Work	Empanelment of System Integrator for establishment and maintenance of Customized Wide Area Network.
2.	Cost of the form	Rs.2100/- (non-refundable) To be submitted in form of Demand Draft (DD) from any scheduled bank drawn in favor of A.O. (A&P), O/o the CGM, BSNL, Odisha Circle, Bhubaneswar.
3.	Sale of form	Can be downloaded from www.orissa.bsnl.co.in
4.	EMD	Rs. 2,00,000 /- (Rupees Two Lakhs only) in the form of Bank Guarantee in the format attached as annexure-II
5.	Eoi document available from	30/05/2014
6.	Last date and time of submission of applications (Eols)	Open Ended
7.	Receipt of EOI	EOI Opening & Evaluation
	Eols Received up to 30/06/2014	Shall be opened and evaluated from 01/07/2014 onwards
	Eols Received from 01/07/2014 onwards	Shall be opened and evaluated on quarterly basis (Ex: Eols received from 01/07/2014 to 30/09/2014 shall be evaluated from 01/10/2014 onwards)

EOI documents should be submitted in duly sealed cover with clear superscription "**EOI for Empanelment of System Integrator**" addressed to AGM (EB), O/o CGMT, Odisha Circle, BSNL, 4th Floor, Room No-422, Doorsanchar Bhawan, Unit-IX, Bhubaneswar-22 along with the necessary documents. The EOIs will be opened in the presence of bidders or their authorized representatives who may wish to remain present at the time of opening of EOI. The representative should produce a letter of authority for that purpose.

Bidders desiring to submit the EOI document through Post may please ensure that the same reaches before the time and date stipulated. BSNL shall not be responsible for any postal/communication delay.

AGM (EB), O/o CGM Telecom,
Odisha Circle, Bhubaneswar
Ph No- 0674-2541900

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1. Introduction

- 1.1. Bharat Sanchar Nigam Limited (BSNL) is one of the largest & leading public sector units providing comprehensive range of telecom services in India. BSNL offers all kinds of telecommunication services like Basic (both fixed and wireless), Cellular, Data, National long distance, Internet etc. Keeping pace with the technological trend to provide latest and varied value added services to its customers, BSNL has also deployed state of art Multi Protocol Label Switching (MPLS) based Virtual Private Networks (VPN) for providing data connectivity.
- 1.2. Growth in industrial and IT sectors in India during last few years has created new business opportunities in telecom sector. BSNL has leveraged its widespread telecom network resources in India to tap these business opportunities and provide customized network solutions and services to its clients. Enterprise Business Cell is formed in every circle of BSNL to undertake such new business activities in India.
- 1.3. The basic Objective of this EOI is to enable BSNL to provide complete end-to-end solution to its esteemed enterprise customers. BSNL intends to have a tie up with System Integrators who can supply, configure, integrate and maintain Customer's End Equipments, their network on LAN / WAN etc. for the Data Services offered by BSNL. In case required, they will also do all the operations and maintenance activities related to customer end & co-ordination with concerned agencies.
- 1.4. 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, Odisha Circle has to participate and compete in the tender with other service providers. In such cases also BSNL requires services of System Integrator, who will be responsible to supply network equipments, configuration and integration with existing network, operation, maintenance and support related to customers. The successful System Integrator should not enter into any agreement with other competitors of BSNL in this regard for the same work.
- 1.5. The System Integrators as per this EOI shall be categorized as (A) National System Integrator and (B) Regional System Integrators. While National System Integrators shall have presence throughout the country, the Regional System Integrator shall have presence in the State of Odisha.
- 1.6. The successful system integrator should enter into an agreement with BSNL Odisha Circle for supply and installation of networking products for establishment of WAN for implementation/installation on turnkey basis including supply, installation, integration and maintenance of networking equipments.

2. Scope of Work

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

- 2.1. 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 given by the customer. If required by the customer, any existing LAN should be integrated with the proposed WAN.

2.2. 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.

2.3. Provisioning of service to customer:

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

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

2.3.3. To get the commissioning reports signed by the customers.

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

2.3.5. 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.

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

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

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

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

2.7. Software upgrades for the networking components such as routers, switches etc. should be done free of cost for the minimum period of first year or the higher period which shall be agreed by BSNL and the empanelled SI on a project to project basis.

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

3. Eligibility Criteria for System Integrators

	Eligibility Criteria	Document to be submitted
3.1	System integrator should be a public limited or a Private limited company, registered in India	a) A Corporate brochure of the company b) Certificate of Incorporation
3.2	System Integrator shall be an IT/Networking company	c) Memorandum and Article of Association d) Details of Directors e) Annual report for last 2 financial years.
3.3	System Integrator (SI) shall be a direct owner of technology or have a direct teaming agreement with each of	a) Support letters from OEM (Original Equipment Manufacturer) stating that they will support the Product /

	technology companies that from 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 back up devices, connectors and basic computers related software etc.	<p>solution through the System Integrator for the next five years.</p> <p>b) Details of teaming agreement with OEMs/technology companies that form the core building blocks as per Format-A.</p>
3.4	System Integrator should be ISO Certification 9001:2000 certified for services	ISO Certification
3.5	<p>Turnover(for IT/networking business) for last two years should be:</p> <p>i) Rs 25 Crores/annum in the case of National level System Integrator.</p> <p>ii) Rs 1 Crore/annum in the case of Regional (Circle level) System Integrator</p>	Profit and Loss Account for last 2 financial years certified by Chartered Accountant.
3.6	<p>Minimum experience of WAN implementation on turnkey basis:</p> <p>i) Any project with minimum 20(Twenty) Geographically separated POPs for National level System Integrator</p> <p>ii) Any project with minimum 2(Two) Geographically separated POPs for Regional (circle level) System Integrator</p>	<p>a) P O copies</p> <p>b) Satisfactory Completion Certificate from the end Customer.</p> <p>c) The customer details, project profile with dates, addresses and telephone numbers of the customer.</p>
3.7	<p>Minimum Number of Support Centers:</p> <p>i) 20(Twenty) Support centers throughout India for National SI</p> <p>ii) 5 Support centers within Odisha for Regional System Integrator</p>	<p>a) Organizational Chart and infrastructure details with the list of support centers at major cities of the country. Details of support centers (Address, Contact Tel No. ,No of staffs/ etc.)</p> <p>b) Addresses of the Support Centers with supporting documents like rent agreement, landline telephone bill etc.</p>
3.8	Compliance to the terms and conditions of Eoi	The EOI document duly signed on each page by the authorized signatory as compliance statement.

3.9 The application should contain the above mentioned documents with duly filled Annexure-I with documents as specified in it (should be placed as annexure-1 to 10 as stated therein) with signature and seal on each page. The supportive documents/certificates should be attested by gazetted offices.

3.10 If any one of the above documents required to be submitted along with EOI is found wanting, the offer is liable to be rejected at that stage. However, the BSNL may at its

discretion call for any clarification regarding the document. 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.

4. Other Terms and Conditions

- 4.1. The System Integrator should provide letters of support from OEM stating that their solution will be supported on the platform proposed by System Integrator at least for the next five years. The software upgradation for minimum period of first year shall be provided by the SI free of cost. OEM/System Integrator will ensure availability of all spare parts for five years period.
- 4.2. The technical team of System Integrators will assist BSNL in coming out with the cost effective solution for the customers and will be required to give joint presentation with BSNL to customers.
- 4.3. PBG for Empanelment: Each empanelled SI's will need to submit Performance Bank Guarantee (PBG) of Rs 25 lakhs from any scheduled bank in the case of National level system Integrator. In the case of Regional level system Integrator the amount of PBG is Rs 5 lakhs. 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 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.
- 4.4. 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 upto the amount mentioned in above para 4.3 and will be refunded on completion of warranty period as required in the concerned project.
- 4.5. System Integrator shall provide 24X7 help centre either web-based or IVR based. System Integrator shall ensure consultation, assistance and advice within four hours or as defined in SLA entered with customer. In other cases, complaint may be attended within eight hours.
- 4.6. 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.
- 4.7. System Integrators shall carryout quarterly preventive visit to each WAN site or as per the customer requirement which will be notified in the terms and conditions for respective project.
- 4.8. The empanelment of System Integrators will be on a Non-exclusive basis. The

agreement shall not restrict BSNL from contracting for identical or similar services from any other person /party. Also BSNL intends to empanel multiple number of SIs through this present empanelment process. BSNL reserves the right to appoint any number of SIs in this category or sell directly or through other channels also. BSNL also reserves the right to create other categories of SIs to serve a particular segment of customers.

4.9. 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 will entail the removal of SI from empanelment and performance BG shall be forfeited.

4.10. 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 fails 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/PBG, 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 Performance 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.

4.11. 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, the BSNL reserve the right to delete the name of

the System Integrator from the list of empanelment, in addition to forfeiture of Security deposit.

4.12. The OEM should also provide system Integration support for the entire project which involves supply, Installation, testing, Integration, training and commissioning and Maintenance.

4.13. In case the OEM is entering in to consortium partnership with other vendors / System Integrator for submitting a bid for BSNL project, the details of the consortium partner should be clearly mentioned.

4.14. SI should give on site 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, if required, may recommend the name of the system integrators who could be called for presentation on a specified date, time and venue before the Standing committee. The presentation will comprised briefly on Company 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.
- c) System Integrators will then be empanelled based on the various factors such as :
 - i. Past experience in Networking,
 - ii. Financial strength,
 - iii. Their presence in various parts of the country/Odisha.
 - iv. Their tie-up with various Networking equipment suppliers, etc.
- d) A panel of System Integrators will be selected thereon based on final ranking and will be issued a letter of award.

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 ONE YEAR 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, subject to their empanelment in desired category. The Preference shall be given in the form of relaxation in %age terms to the SI's total bid price in the project. This relaxation is for evaluation purpose only. The mode of relaxation is as follows:

"If the total bid price of the SI in a project, who has brought the business lead, is within 5% higher band of L1 price, shall be offered first to match the L1 price in total. If this SI does not agree to match the L1 price, then who has quoted the L1 price will be offered to execute the project".

- iii) If the registered office of SI is outside Odisha, the type of tax is CST and entry tax etc, then for evaluation purpose, the price after addition of CST & entry tax will be treated the base price of SI.

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 Customised WAN solution, BSNL will issue a purchase order (P.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 on the SI invoices value.

9. SUBMISSION OF APPLICATION

- a) Eol document can be downloaded from web site www.orissa.bsnl.co.in Separate Demand Draft of Rs.2100/- (cost of Eol document) payable at Bhubaneswar, drawn any nationalized /scheduled Bank, in favor of AO(A&P), O/o CGMT, BSNL, Odisha Telecom Circle, Bhubaneswar should be submitted along with the downloaded Eol Document. The fee for the application is neither transferable nor refundable. The details of the application fee should be clearly mentioned in the application form.
- 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 envelop) with signature and seal on each page. The bidder shall also submit DD towards cost of Eol document as above and EMD of Rs. 2,00,000/- (Rupees Two Lakhs only) in the form of Bank Guarantee in the format attached as annexure-II.
- c) 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.

- 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 process or any part thereof at any time without assigning any reason therefore is reserved by BSNL without any obligation or liability whatsoever.

Annexure-I**APPLICATION FOR EMPANELMENT OF SYSTEM INTEGRATOR (SI)**

	PART A	GENERAL INFORMATION
01	Name the company	
02	Type of Incorporation (Public Limited/ Private Ltd company)	
03	Year of Incorporation	
04	Application for Category : National SI / Regional SI	
05	<u>Registered Office:</u>	
a)	Address of the Registered office of the Company	
b)	Website Address	
c)	Phone No.	
d)	FAX NO.	
e)	Contact Person Name	
f)	Designation	
g)	Mobile No.	
h)	Email address	
06	<u>Head office in Odisha:</u>	
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 Deptt. Exists.	
b)	Whether sufficient skilled persons working to meet the project's requirement (Particularly for local head office)	
c)	Details of team members for necessary co-ordination with BSNL.	
d)	Whether the company got letter of	

	support from OEMs (Original Equipment Manufacturer) If so attach the list in detail	
e)	Whether the company 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 is a ISO 9001:2000 certified for services	
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.	

PART B:**PART B1: Details of payment towards cost of Eoi document**

	Amount of Draft	Rs.2100/-
1	Issue Date	
2	D.D. No.	
3	Name of the bank	
4	Branch	
PART B2: Details of EMD		
1	Issue Date	
2	Amount	Rs.2,00,000/-
3	BG No	
4	Name of the bank	
5	Branch	

PART C: APPLICATION DETAILS

Sl No.	Required Information	Filled in Details	Documents to be attached in Annexure
1.	Name and address of the Person Signing the document		a) Power of Attorney attested by Notary b) Copy of the board Resolution certified by the Company secretary for appointing the Power of Attorney. The bidders are requested to attach the documents as Annexure 1 of their bid document.
2.	Whether the company is a public limited or a Private limited company, registered in India		a) A Corporate brochure of the company b) Certificate of Incorporation c) Memorandum and Article of Association
3.	Area of business:		d) Details of Directors

	IT/Networking		e) Annual report for last 2 financial years The bidders are requested to attach the documents as Annexure 2 of their bid document.
4.	Whether the Company is a direct owner of technology or have a direct teaming agreement with each of technology companies that form the core building block for WAN or related project implementation.	Attach details as per Format A.	a) Letters from OEM (Original Equipment Manufacturer) stating that they will support the product/solution through the System Integrator for the next five years. The bidders are requested to attach the documents as Annexure 3 of their bid document.
5.	Validity of the certification as per ISO 9001:2000 and later amendments		Copy of the ISO Certification document. The bidders are requested to attach the document as Annexure 4 of their bid document.
6.	Annual Turnover(for IT/networking business) for last two years	FY ____: Rs. FY____: Rs.	Profit and Loss Account for the last 2 financial Years certified by Chartered Accountant The bidders are requested to attach the documents as Annexure 5 of their bid document.
7.	Experience of WAN implementation.	Attach details as per Format B	a) P O copies b) Satisfactory Completion Certificate from the end Customer The bidders are requested to attach the documents as Annexure 6 of their bid document.
8.	a) Number of Support Centers in Odisha b) No. of Support centers in India	Format C for reference	a) Organizational Chart and infrastructure details with the list of support centers in Odisha 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 The bidders are requested to attach the documents as Annexure 7 of their bid document.
9.	Sales TAX Registration No.		Copy of the Sales Tax Registration The bidders are requested to attach the documents as Annexure 8 of their bid document.

10.	Income TAX PAN No.		Copy of PAN The bidders are requested to attach the document as Annexure 9 of their bid document.
11.	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. The bidders are requested to attach the documents as Annexure 10 of their bid document.

All documents should be signed and stamped by the authorized signatory of the company 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 company can use separate sheets for explaining the above points.
- 2) BSNL reserves the rights to verify the facts given by the company, with the authorities, if so required.

FORMAT-A (FOR OEM DETAILS)

Sl No	Equipment/ SW	Name of the OEM (s) with whom direct teaming agreement exists/ from whom Letter of Support available	HQ of the OEM	No. of Years of Support available from 2013-14	Whether Authorization from OEM attached.
01.	Router				
02.	Switch				
03.	Leased line Modem				
04.	Optical Customer Premises Equipments (CPE)				
05.	Radio Modem				
06.	Media Converter				
07.	Server				
08.	Firewall				
09.	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)

Sl. No	Information required	Details
01.	Name of the Bidder	
02.	Name of the Project	
03.	P.O Date	
04.	Commissioning Date	
05.	Role of the Bidder	
06.	Number of Geographically separated WAN Nodes	
07.	Value of the Project	
08.	Contact details of the Customer	
09.	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)

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

Annexure-II

EMD (BID SECURITY) FORMAT

To

The Chief General Manager,
BSNL, Odisha Circle,
Bhubaneswar.

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

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

In witness whereof the Bank, through its authorized officer has set it's stamped on this Day of20__ at

Designation.....

Bank's Seal.....

Attorney as per power of Attorney

No.....

Witness Signature.....

Name

Annexure-III**AGREEMENT**

THIS AGREEMENT made on this _____ day of _____, 20____, at Bhubaneswar 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 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:

01. The System Integrator shall nominate the team, their name(s), address (es) and telephone nos. (Residence included) for better co-ordination.
02. The System Integrator shall make available the complete contact address of its Directors and local heads to BSNL.
03. 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.
04. Mere empanelment does not confer automatic rights to a System Integrator to secure/procure jobs.
05. BSNL will not pay any extra charges related to presentation at BSNL and customer premises and training to client's representatives for operation & maintenances.
06. 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.
07. BSNL shall invite sealed quotations from these empanelled SIs for various types of projects related to customized private WAN for finalization of the rates. The quotation 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.

08. For participation in Projects through open tender, in order to be competitive, standing committee can further negotiate the rates with the empanelled vendors.
09. 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. The project offer can be made by System Integrator or BSNL on behalf of 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 Customised 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 Chairman and Managing Director (CMD) of BSNL 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 CMD BSNL shall appoint another person to act as Arbitrator in the place of out going 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:

Annexure-IV**FORMAT OF THE BANK GUARANTEE**

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

Re: Bank Guarantee in respect of Agreement dated _____ between Bharat Sanchar Nigam Limited and M/s _____, A company registered under The Companies Act, 1956 and having its Registered Office at _____ (hereinafter called " System Integrator ") has entered into an agreement dated _____ (hereinafter referred to as "the said agreement") with M/s 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") whereby BSNL has agreed to empanel System Integrator (SI in short) for execution of customised wide area networks on turnkey basis on the terms and conditions exclusively mentioned therein.

It has been agreed between the parties that a Bank Guarantee for **Rs...../- (Rupeesonly)** 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:

01. 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.
02. 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.

03. 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.

04. 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.

05. 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./- (Rupeesonly)** on the last day on which the Bank Guarantee is due to expire.

06. 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 _____.

07. 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: