

Form No: EB/ SI

Price Rs.2260/-
(Non-refundable)



BHARAT SANCHAR NIGAM LTD.

(A Govt. of India Enterprise)

No: WBTC/EB/EOI/SI/2011

dated at Kolkata

Date: 27-12-2014

APPLICATION

For

EMPANELMENT OF SYSTEM INTEGRATOR AT NATIONAL OR CIRCLE LEVEL

For

Marketing & Selling of BSNL Data Services

&

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

(Please check that all the 35 pages are intact in the document.)

Issued by: BSNL West Bengal Circle	
Signature	
Name	Shri A.C. Lahiri
Designation	AGM (EB)
Date	_____

Form has been downloaded and Rs. 2260/- (including S.T.) as fee of form is enclosed.

Yes / No

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BHARAT SANCHAR NIGAM LTD.
(A Govt. of India Enterprise)
**O/o Chief General Manager, West Bengal Telecom Circle,
Kolkata - 700001**

NOTICE

Expression of Interest

No: WBTC/EB/EOI/SI/2011 **dated at Kolkata** **Date: 27-12-2014**

Applications in prescribed Performa are invited by the Chief General Manager, BSNL, **West Bengal Telecom Circle, Kolkata - 700001**, from eligible party's for "Empanelment of System Integrator at National/Circle level" for "Marketing & Selling of BSNL Data Services & Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services for BSNL customers".

1. Name of Work : Marketing & Selling of BSNL Data Services & 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. 2260/- (including Sales Tax)
3. Sale of EOI Forms : **Open Ended**
4. Last date/time for acceptance of the bid : **Open Ended**
5. Time and Date of Opening of EOI bid : **Open Ended**
6. EMD to be deposited along with Application form : Rs. 2 Lakhs for both National and Circle level in the form of Bank Guarantee as per proforma attached and to be valid for One Year.

Eligible party's after carefully going through all terms and condition along with eligibility conditions may apply to DGM (EB), 3rd Floor, CTO Bldg, O/O Sr. GM (EB) O/o Chief General Manager **West Bengal Telecom Circle, Kolkata - 700001**. The application form can be collected from Asstt. General Manager (EB), O/o CGMT, Gnd floor, CTO Bldg, 8 red cross place, Kolkata-1. Contact No. 033-22314388 after payment of **Rs. 2260/- (Cash or DD)** against the cost of the EOI Document on all working days or can be downloaded from www.wb.bsnl.co.in and can be submitted along with DD of **Rs 2260/-**. The demand draft should be from any scheduled bank drawn in favour of "Accounts Officer (cash),O/O the CGM West Bengal Telecom Circle, Kolkata -700001 and should be payable at Kolkata.

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Invitation From Eligible System Integrator (SI) for Marketing & Selling of BSNL Data Services & Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services for BSNL customers

1.0 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 has Discounted 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 would now be geared to provide Bandwidth on demand, 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** 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 Integrator (SI) who will do all the marketing & Selling of BSNL Data Services & 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.
- 1.5** The BSNL's MPLS VPN Nodes are presently located at approx. 300 places. In addition to this approximately approx 784 districts have been designated as Virtual Nodes. However, the VPN can be extended to any corner of India using a mix of Leased Line and MPLS VPN etc. Further details of the MPLS Network capabilities, pricing, Service Level Agreement (**SLA**) etc. will be shared with the selected SI's.

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2.0 Eligibility Criteria:

- 2.1 The prospective Network/ System Integrator (SI) shall be an IT/Networking sector company.
- 2.2 The prospective Network/ System Integrator (SI) shall be 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. 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 The prospective Network/ System Integrator should provide letters of support from OEM stating that their solution will be supported on the platform proposed by Network / System Integrator for the next five years. 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.
- 2.4 Company should be a Public Limited or a Private Limited, registered in India.
- 2.5 The prospective Network/ System Integrator should be ISO 9001:2000 certified for services.
- 2.6 The technical team of prospective Network/ 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.
- 2.7 Each empanelled Network / System Integrator will need to submit refundable security deposit in the form of Bank Guarantee from any scheduled bank valid for one year.
- 2.8 Network/ System Integrator shall also submit additional PBG of at least 5% of the P.O. value, whenever a work is awarded to Network/ System Integrator valid for the duration of the project.
- 2.9 Network/ System Integrator shall provide 24X7 help centre either web-based or IVR based. Network/ 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.
- 2.10 Network/ System Integrator shall support SLA requirements of BSNL customers and ensure its compliance. In case SLA commitments are not met, Network/ System Integrators shall be responsible for payment of penalties, if any, imposed by the customer.
- 2.11 The PBG shall be collected from the empanelled SIs subject to minimum of Rs. 25 Lakhs and 5 Lakhs for national and circle level SIs respectively. The refundable EMD of Rs. 2 Lakhs will be applicable to all empanelled SIs (both national and circle) which they need to submit in the form of bank guarantee from scheduled bank as per the clause (2.7) of the eligibility conditions in addition to the PBG prescribed at clause (2.8) of eligibility conditions.
- 2.12 Validity of the agreement to be signed between circle and empanelled SIs (in case of both national and circle level) shall be Five years i.e. The agreement shall be signed between

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circle and empanelled SI for a period of 5 years.

2.13 Categorization of Circles: The circles have been classified into three categories viz. A, B, & C as given below on the basis of business and size of the circle,

Sr. No.	Type of circle	Circles
1	A Type	MH, A.P., TN, Chennai T.D., Kolkata T.D., Gujrat, KTK, U.P.(East),U.P.(West),W.B.,All Maintenance Circles/Projects Circle.
2	B Type	RJ, HR, PB, H.P., Uttarakhand, Kerala, M.P., Bihar, Jharkhand
3	C Type	J&K, Orissa, Chhattisgarh, NE-I, NE-II, Assam, A&N

2.14 Eligibility criterion in respect of Turnover, Minimum Experience of WAN implementation on turnkey basis and Minimum Support Centre,

Sr. No.	Circle Type	Criteria	National level SI	Circle level SI
1	A Type	Turnover (for IT/networking business) for last two years	Rs. 25 Crores	Rs. 10 Crores
		Minimum Experience of WAN implementation on turnkey basis	20 Pops	5 Pops
		Minimum Support Centre	20	10

2.15 National level Empanelled SIs:

2.15.1 SIs already empanelled by any of the Circle/ Maintenance Circle/Projects Circle under A Type, B Type and C Type categories, whose empanelment are valid can also apply in this EOI.

2.15.2 PBG is not required to be submitted by those applicants who meet the eligibility criteria mentioned above at 2.15.1, provided PBG of Rs 25 Lac validity as mentioned in this EOI is available with BSNL.

2.15.3 Letter from Concerned BSNL office:

2.15.3.1 SI need to give a letter along with copy of this EOI to concerned BSNL office intimating that against the PBG submitted, they are entering into agreement with WBTC BSNL circle as per EOI.

2.15.3.2 SI needs to give a letter of authority to concerned BSNL office that PBG Rs. 25 Lakhs for national level SIs can be en-cashed by BSNL on the request of WBTC BSNL unit and the SI will have no objection for the same.

2.15.3.3 A confirmation letter from concerned BSNL

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office regarding availability of PBG of Rs 25 Lac for National level SI with validity along with an acknowledgement of letter given as per clause 2.15.3.2 should be taken.

- 2.15.4** The SI should submit application as mentioned in clause 12 along with concerned BSNL office approval letter and confirmation letter as mentioned in clause 2.15.3.3.
 - 2.15.5** Agreement as per this EOI will have to be entered and all terms and conditions along with the targets requirement will be applicable.
 - 2.15.6** Since PBG submitted by them with BSNL is being linked to works done in several circles, hence an additional PBG of 5% value of non-BSNL portion of the project will have to be submitted, before award of work. The validity of the PBG will be three months more than the project duration. The Project duration includes warranty and AMC, if any required by the customer.
- 2.16 EMD:** Rs. 2 Lakhs for both National and Circle level in the form of Bank Guarantee from any scheduled bank valid for One year as per proforma attached.
- 2.17 EMD Shall be forfeited in case,**
- 2.17.1** If a bidder withdraws or makes any modifications in the terms and conditions of the EOI before acceptance of the tender, which are not acceptable to the department or
 - 2.17.2** If the successful bidder fails to submit PBG in prescribed format within 3 to 4 weeks after approval of empanelment / issue of LOI.
- 2.18 Performance Bank Guarantee (PBG):** The PBG amount is Rs. 25 Lakhs and 5 Lakhs for national and circle level SIs respectively. A certificate as per "Annexure E" to be submitted that, once approved then bank guarantee in prescribed format will be submitted in time. The Bank Guarantee submitted against EMD will be returned after submission of PBG.

3.0 Terms and conditions:

- 3.1** It is a Non-exclusive agreement.
- 3.2** The System Integrator is free to develop their network in Circle either directly or through partners for marketing. The Agreement shall not restrict BSNL from contracting for identical or similar services from any other person / party.
- 3.3** BSNL will engage SI for marketing & selling of BSNL Data Services & Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services for BSNL customers.
- 3.4** The short-listed SI's need to sign an agreement with BSNL as per format specified in Annexure-C.
- 3.5** The short-listed SI's need to submit the Performance Bank Guarantee in time as per format specified in Annexure B.

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Normally the **time period is 3 to 4 weeks.**

- 3.6** BSNL and SI will jointly address the network requirements of the customer along with any other services required by the customer.
- 3.7** SI's will adhere to SLA, which BSNL has offered to its customers.
- 3.8** For providing last mile connectivity to the customer, SI will 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. Additional Discount as mentioned in Discount structure is payable for the project completed in time.
- 3.9** SI will also conduct technical seminar for BSNL Officers to make them conversant about their product capabilities vis-à-vis customer requirement.
- 3.10** SI will also provide relevant equipment free of cost for demonstrating the capability of VPN, if the same is required by the customer. As a mobilizing charges Rs 5000/- per site per month will be paid to SI for arranging equipment for demonstration. If any BSNL resource is required, then the same will be provided free of cost. .
- 3.11** Tie-ups for extending the services nationally and internationally will be permitted.
- 3.12** SI will also conduct Enterprise Customer meet/ other promotional events for generating business / creating awareness about BSNL products and services in consultation of BSNL. 50% of the estimated expenditure of the meeting can be borne by BSNL.
- 3.13** 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.
- 3.14** 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.
- 3.15** The Discount structure will be informed later. The Discount structure can be changed or the Discount can be removed / altered / augmented as per market conditions or BSNL policy. The decision of BSNL in this regard will be final and binding.
- 3.16** SI's are supposed to meet the minimum targets as mentioned in targets achievement clause. BSNL reserves the right to revise the targets based on mutual discussions. Non-meeting the targets for two quarters will be treated as non-performance. BSNL will be free to take action as deemed fit including termination of System Integrator.
- 3.17** The SI's need to mention the make of the equipments which he will be supplying. Though exact requirements will be as per customers request yet the general technical specification of the Customer's End Equipments, their network on LAN / WAN etc. is attached at Annexure-A for information.

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- 3.18** Whenever any SI's proposes to supply equipments from any new vendor then the System Integrator should provide letters of support from that OEM (Original equipment manufacturer) stating that their products / solution as proposed by SI, will be supported for at least next three years, extendable to seven years.
- 3.19** SI will also help Key Account managers.
- 3.20** The present range of services along with Discount structure will be informed later.
- 3.21** Empanelled SI can also be engaged by the CGM Telecom Circles / Telecom Districts / Regions for providing support to customers, for which additional incentive mutually agreed between SI and the CGM concerned will be worked out. This will be based on the quality and quantum of support envisaged. This is to ensure customer friendly pre and post one point after sales services to the customers.
- 3.22** SI will use their own distribution network. The area of operation will be across the country.
- 3.23** 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.
- 3.24** The Commissioning of VPN will be the responsibility of SI. The hardware and services required for Commissioning of VPN must be made available as per schedule given in PO. Normally the Commissioning of the project will be **within twelve weeks** from the date of Advance Purchase Order or as per customer requirements.
- 3.25** SI will depute appropriate resources to monitor and manage the progress of the project.
- 3.26** SI should give on site warranty of twelve months from the date of Commissioning of VPN. Warranty cost will be included in the cost of equipment. For any unforeseen delays not due to customer / BSNL reasons the warranty will be limited to 12 months after Commissioning or 15 months from the date of delivery of equipment at site, which ever is earlier. After warranty support, SI should also provide the AMC of the Customer's End Equipments, their network on LAN / WAN etc. for minimum additional two years extendable to six years beyond the warranty. Annual AMC charges should be quoted separately.
- 3.27** In case of BSNL being lead bidder and the terms and conditions required by customers are different and stringent then the terms and conditions as required by customers would override the standard conditions of this EOI. Customer's conditions will have to be satisfied on back to back basis. The decision of BSNL will be final and binding.
- 3.28** SI shall provide maintenance and support services to BSNL in respect of the Equipment for new customer sales.
- 3.29** SI shall carry out quarterly preventive visit to each VPN site, if the equipments are under warranty or AMC with the SI.
- 3.30** Any sum of money due and payable to the SI shall be appropriated by BSNL and the same may be set off against

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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.

- 3.31** The liability to insure the merchandise, if any, in the outlet(s) and in the possession of the SI will be of the SI and the liability for any loss or damage due to any fire, burglary, theft, etc. will be that of the SI.
- 3.32** The SI shall be fully responsible for the employment or payment of wages to its employees and shall fully comply with all laws, rules, regulations, notifications, directions orders etc. of the Govt. whether Central, State, Local or Municipal relating to such employment, payment of wages etc. and all others matter connected therewith and hereby indemnifies and agrees to continue indemnifying BSNL in this regard.
- 3.33** 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.
- 3.34** A connection from TVARIT System (Leased Line provisioning and billing System of BSNL) / any other IT system will be extended with viewing / Demand note issuing rights for the customers booked by them and initial booking of demand and subsequent issue of demand note. The computer /modem etc will be arranged by SI and the access over dial up/VPN over broadband/Any other method will be supplied by BSNL free of cost.
- 3.35** As per approved tariff plan the System Integrator as SI can issue subsequently demand note etc. on behalf of BSNL after checking feasibility from concerned nodal officers of BSNL / TVARIT system.
- 3.36** The customer can pay either directly to BSNL or through SI by cheque / DD drawn in the name of BSNL. In case the customer is paying to SI, then SI will intimate the nodal officer latest by the next working day along with deposit of the cheque / DD collected.
- 3.37** The BSNL shall have no liability or obligation for any State or Local Govt. Levies / Taxes for providing services by SI under this Agreement.
- 3.38** **OBLIGATIONS OF BSNL:** BSNL shall solely at its discretion promote the High End Services under this Agreement. The expenses for the promotion campaign and the extent and scope of such media advertisements etc. shall be at the sole discretion of the BSNL and **50% expenditure may be borne by the SI and SI** shall not have any role assigned in that. The SI AS shall duly follow the policies and directives of the BSNL in the marketing, promotion & advertising of the services.
- 3.39** 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 std tariff along with any bulk booking discounts are available on the official web site of **BSNL corporate office** and the same can

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be taken as BSNL offered prices by the System Integrator 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**.

- 3.40** In case of competitive tariff from the competitor and / or any specific requirement of the customer the System Integrator will bring it to the notice of nodal officer for necessary decision. As per the decision further action will be taken by the System Integrator.
- 3.41** 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.
- 3.42** **BSNL** shall provide certain benefits to the **SYSTEM INTEGRATOR** during the tenure of this Agreement as per the policies of **BSNL** which shall be announced and intimated to the **SYSTEM INTEGRATOR** from time to time. However in case the **SYSTEM INTEGRATOR** starts dealing in promotion and marketing of services of any competitor of **BSNL** or this agreement is terminated for any reason whatsoever, the **BSNL** shall forthwith withdraw the aforesaid benefits.
- 3.43** SI can do the publicity/ exhibitions / conferences for promotions. The format as well as content along with estimated expenditure will be pre-approved by BSNL. 50% of estimated expenditure will be reimbursed by BSNL.
- 3.44** BSNL reserves the right to appoint any number of System Integrator in this category or sell directly or through other channels also. BSNL also reserves the right to create other categories of System Integrator to serve a particular segment of customers. The Data segment market is growing at a very high pace and each SI's appointed through this EOI will have to meet targets as specified.
- 3.45** BSNL reserves the right to engage SI on mutual terms and conditions for various support systems as agreed between the parties for improving the customer confidence, for providing support, either fully or partially. Additional incentive may be considered by BSNL on mutual consent basis based on the quality and quantum of support system envisaged.
 - 3.45.1** One window interface for all its requirements for provisioning, operation and after sales services.
 - 3.45.2** Fast provisioning of the services.
 - 3.45.3** Reliable quality services during operations.
 - 3.45.4** In case of fault, attending the same with in reasonable period of time and with desired promptness.
 - 3.45.5** For providing improved SLA to customers.
- 3.46** Delivery of equipments purchased through SI for the customers as per customers requirements will be SI's responsibility at their cost. They are supposed to transfer the equipments from the place of supply to their local office and then supply the equipments locally to customers under proper receipt. Timely supply is SI's responsibility.

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4.0 Scope of the Work:

- 4.1** BSNL intends to capture a sizeable portion of growing data market. To achieve it and to provide complete solution in a strict time frame, empanelment of eligible System Integrators are proposed to be done.
- 4.2** The System Integrator shall do marketing & selling of BSNL Data Services & Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services for BSNL customers. The list of services viz. Internet Leased Lines/ Leased Lines/ MPLS VPN/ Broadband VPN/ IP VPN/ Server Co-location/ Any other Services with discount structure.
- 4.3** The System Integrator can use logo and name of BSNL for selling BSNL DATA SERVICES during contract period.
- 4.4** The modus-operandi of various types of possible sales is as mentioned below. Now a day's customer desires to have a complete solution from the service Provider, which includes the customer's requirements. The possible customer requirements have also been explained below. The provisioning of customers requirements, if required by customer will also be dealt as per the procedure explained in types of possible sales. The Discount on sale of BSNL services, wherever applicable has also been mentioned.
- 4.5 Types of Possible Sales:** It will be based on the criteria that who is Lead Bidder to the customer? SI or BSNL.

4.5.1 Lead Bidder: 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.
- 4.5.1.4** Discount on BSNL portion of services will be payable. Coordination and speedy implementation of the project is a part of the job and no additional Discount will be paid for the same.
- 4.5.1.5** Project completion in time Incentive is applicable.

4.5.2 Lead Bidder: BSNL - Without Tender - Customer mention in writing that case has been processed through SI.

- 4.5.2.1** Quotation from the SIs will be taken and the

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same will be quoted to party after taking relevant taxes into consideration.

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

4.5.2.3 BSNL administrative charges will be applicable, while paying back to SI, for the equipments / services of customer's requirement portion.

4.5.2.4 Discounts will be payable for BSNL portion of the project. Coordination and speedy implementation of the project is a part of the job and no additional Discount will be paid for the same.

4.5.2.5 Project completion in time Incentive is applicable.

4.5.3 Lead Bidder: BSNL – Without Tender – Customer does not mention in writing that case has been processed through SI.

4.5.3.1 Case will be dealt as per procedure given for the case, where BSNL will participate in tender. The same is mentioned below:

4.5.4 Lead Bidder: BSNL – By Tender / Competitive bidding process.

4.5.4.1 Limited enquiry among the panel of SI's of WB Telecom Circle will be called for as per the customer requirement.

4.5.4.2 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.

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

4.5.4.4 No Discount structure on BSNL portion of Bandwidth will be applicable.

4.5.4.5 Coordination and speedy implementation incentive will be applicable.

4.5.4.6 Project completion in time Incentive is applicable.

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 us anything asked by customers is customers requirement.

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- 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. In such cases the investments will be done by SI, if they so like. Back to back payment will be done after deducting **15%** BSNL non-refundable charges. The SI's willing to supply equipments on lease will be maintained separately and quotation from such cases will only be asked from such SI's.
- 4.6.3** (a) Many a times the customer wants to have back up link on RF / VSAT/ISDN/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 will be supplied unless and until the same is refused by the customer due to compatibility or any other issues.
- 4.7** The SI is supposed to bring business for BSNL, where SI is front bidder or if BSNL is front bidder, then customers have identified that the business has been generated by SI. Direct Marketing of services needs to be done by SI. The target achievement clause as mentioned in this EOI is for the business generated from these types of sales only and for the BSNL portion of the project. For all other categories of sales SI will proactively apprise and coordinate with BSNL in preparation of bid documents as well as in securing business.
- 4.7.1** For Direct Marketing of services as mentioned above, the SI shall be responsible for marketing and selling the BSNL DATA SERVICES at his own cost and risk. BSNL shall be under no obligation to market and advertise the services defined under this Agreement, though BSNL may do of his own.
- 4.7.2** The SI may make / use his / their own distribution sale network / methods. The expenses for the selling campaign(s) and use of sales teams/methods, etc. shall be at the discretion of the SI. As per competition and market condition they will regularly apprise BSNL and will help BSNL in giving a best deal to customer, so that business expands.

4.8 TARGETS Achievement:

- 4.8.1** The minimum annual targets for each SI is to bring business worth at least Rs 1 crore / annum from only BSNL portion of the projects brought in by them through the type of sale mentioned in clauses 4.5.1 and 4.5.2

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- 4.8.1.1 Though the target set is for per annum basis and from all the services viz. Internet Leased Lines/ Leased Line/ MPLS VPN/ Broadband VPN/ IP VPN/ Server Co-location/ Any other services as decided by CGM West Bengal Telecom Circle, yet efforts to be made to achieve targets quarterly on proportionate basis.
 - 4.8.1.2 All due revenue from the customer must be collected in time.
 - 4.8.1.3 The target set is not linked with actual revenue collection. If customer has selected quarterly plan to submit bills, then actual bill collection will be only as per schedule, but for target calculation the whole annum revenue will be taken into account.
 - 4.8.1.4 Discount will be payable on applicable cases only for the portion of payments done.
- 4.8.2 The business generated by SI is either as a lead bidder or if BSNL is a lead bidder then by direct approach and where the customer has identified that case has been processed through SI.
- 4.8.3 Quarterly, CGM **BSNL**, or his authorized representative will review with the **SYSTEM INTEGRATOR** minimum targets for the **High End Services**, taking into account the market development and market potential and other relevant factors. The achievements of these prescribed targets by the **SYSTEM INTEGRATOR** will be a material obligation of the **SYSTEM INTEGRATOR** under this Agreement. However, the target such fixed will be achievable and realistic.
- 4.8.4 If, in the opinion of **BSNL**, the **SYSTEM INTEGRATOR** is at any time not adequately meeting the targets for the High End Services, then without prejudice to any of its other rights under this Agreement, **BSNL** may, at its option vary this Agreement, so as to exclude, reduce, modify, suspend the assignments and obligations of the **SYSTEM INTEGRATOR** under this Agreement or terminate this Agreement.
- 4.8.5 **BSNL** and the **SYSTEM INTEGRATOR** agree to review the service turnover on monthly/quarterly basis at the discretion of BSNL and **BSNL** shall advise the **SYSTEM INTEGRATOR** in writing of any shortfall in the targets for subscription to the High End Services and the **SYSTEM INTEGRATOR** shall furnish in writing its explanation for such shortfall.

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5.0 Payment Terms:

- 5.1 The Discounts payable will be informed later.
- 5.2 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).
- 5.3 Back to back payment arrangement will be there from BSNL to SI for supply, configuration and maintenance of Customer's End Equipments, their network on LAN / WAN etc.
- 5.4 For each project as per the customers requirement, BSNL will issue a PO for non-BSNL portion to SI containing details of products/services along with approved price, terms and conditions of the same.
- 5.5 90% payment will be made on delivery, installation and acceptance of the same from the customer and balance 10% after satisfactory working of the same for a period of three months from the date of Commissioning, after receipt of payment from the customer.
- 5.6 The AMC payment, wherever entered will be made quarterly and after the expiry of quarter subject to fulfillment of SLA and maintenance schedule.
- 5.7 Discount on BSNL portion of the project, wherever applicable will be paid after Commissioning of the project and payment by the customer. Payment will be done monthly / quarterly / half yearly / annually after payment is received from customer.
- 5.8 **Penalty Clause:**

5.8.1 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.

5.8.2 Delayed Commissioning: The commissioning of total network including supply of the equipment is to be completed **as per PO from the date of receipt of PO to SI**. A penalty at the rate of 0.5% of the cost of hardware and bandwidth charges of the location not completed shall be payable per week of delay or part thereof subject to a maximum of 5% for that site. If the delay is more than two weeks, then BSNL shall have the right to terminate the project with a penalty of 5% of total work order cost and get the work done at the cost and risk of the SI from any other vendor.

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

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- 5.9 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 SI's, BSNL could not meet the SLA/PO conditions.
- 5.10** Without prejudice to its rights and any other remedy, BSNL may en-cash PBG in case of any breach of terms and conditions of the agreement or in case of business loss suffered by BSNL due to failure of service on the part of SI.

6.0 Empanelled SI's utilization by Telecom Circles:

- 6.1** Circle / SSA / Any other BSNL units can use fully the empanelled SI's by West Bengal Telecom 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** As per customers request the case can be booked by SI's in respective SSA/Circle under intimation to nodal officer in West Bengal Telecom Circle.
- 6.3.1** The System Integrator will submit along with the bills:
- 6.3.1.1** Xerox copy of the paid demand note.
 - 6.3.1.2** Payment particulars.
 - 6.3.1.3** Payment mode - Monthly / quarterly / annually / any other.
 - 6.3.1.4** Certificate from the customer, regarding circuits made operational. Based on the customer acknowledgement of circuits made operational the billing will start.
- 6.4** Payment will be normally made to SI's within 3 weeks from the date of the submission of the bills.
- 6.5** SSA / Circle will release the Discount to SI under intimation to nodal officer in West Bengal Telecom Circle after receipt of payment from the customer.

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

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have affected the signing of this agreement with the System Integrator this agreement shall stand terminated immediately under intimation to the System Integrator.

7.2 Extension of Agreement:

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

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

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 will not be a cause or ground for extension of the period of the agreement and suspension period will be taken as period spent. During this period, no charges for use of the facility of the System Integrator shall be payable by BSNL.

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;

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- 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** Non adherence to SLA which BSNL has committed to customer. **Any penalty imposed by the customer on BSNL for not meeting the SLA as committed to the customer, SI will be liable to pay the penalty which Customer imposed on BSNL and indemnify BSNL against all action / claims from such customers.**
- 7.5.2.4** The System Integrator going into liquidation or ordered to be wound up by competent authority.
- 7.5.2.5** EITHER PARTY may terminate the agreement, by giving notice of at least Three month in advance. The effective date of surrender of agreement will be three month counted from the date of receipt of such notice by the other party or the authority that signed the agreement on behalf of other party.
- 7.5.2.6** 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.
- 7.5.2.7** 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.
- 7.5.2.8** 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.

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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 nor otherwise commit any act(s) as would keep a third party to believe that the other Party is still the former Party's service provider, as the case may be.

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 effect any obligation of either Party having accrued under the Agreement prior to the expiration or termination of the Agreement and such expiration or termination shall be without prejudice to any liabilities of either Party to the other Party existing at the date of expiration or termination of the Agreement.

7.7 Dispute Settlement:

7.7.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CGM West Bengal Telecom Circle, BSNL. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.

7.7.2 There will be no objection to any such appointment on the ground that the arbitrator is a BSNL Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CGM West Bengal Telecom Circle Circle, BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

7.7.3 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof

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for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

7.7.4 The venue of the arbitration proceeding shall be the office as decided by CGM, West Bengal Telecom Circle BSNL, or such other places as the arbitrator may decide.

8.0 Performance Bank Guarantee:

- 8.1** Each empanelled SI's will need to submit Performance Bank Guarantee (PBG) subject to minimum of Rs. 25 Lakhs and 5 Lakhs for national and circle level SIs respectively, before signing the agreement and submission of proposal to the customer, for ensuring full compliance of agreement conditions. Initially, the **PBGs shall be valid for at least Six 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 three months more than the project duration. The Project duration includes warranty and AMC, if any required by the customer.
- 8.2** Amount of PBG shall be reviewed at the end of the first year and thereafter on yearly basis. After the first year PBG shall be 5% of total payment received by the SI from BSNL in the previous year or bank guarantee prescribed above, whichever is higher. The bank guarantee for the difference of additional amount (if any) be paid by the SI **within 30 days** of the start of the New Financial Year. Any failure to do so, shall amount to violation of the terms of the agreement and entitle BSNL to en- cash the bank guarantee and to covert into a cash security without any reference to the SI and his risk and cost. No interest or compensation whatsoever shall be payable by BSNL on such encashment.
- 8.3** System Integrator shall also submit additional PBG of at least 5% of the P.O. value, whenever a work is awarded to System Integrator valid for the duration three months more of the project duration. The Project duration includes warranty and AMC, if any required by the customer.

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

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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.

10.0 CONFIDENTIALITY OF INFORMATION & INTELLECTUAL PROPERTY:

10.1 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:

10.1.1 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 as mentioned in Annexure and

10.1.2 No person seeks such information other than is necessary for the purpose of marketing of BSNL DATA SERVICES as mentioned in the "Scope of Work".

10.1.3 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.

10.2 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.

10.3 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.

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

10.5 Intellectual Property:

10.5.1 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

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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.

- 10.5.2** 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.
- 10.5.3** 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.
- 10.5.4** 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.
- 10.5.5** Neither party will use the other party's name nor marks, refer to or identify the other party in any advertising or publicity releases or promotional or marketing correspondence to others without such other party's written approval.

11.0 Indemnification: The System Integrator agrees to protect, defend, indemnify and hold harmless to 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

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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 2260/-. If the same has not been purchased from BSNL against payment, and has been downloaded from BSNL site, then a DD for Rs 2260/- to be attached with the application form. The demand draft should be from any scheduled bank drawn in favour of "Accounts Officer (cash), O/O the CGM West Bengal Telecom Circle, Kolkata -700101" and should be payable at Kolkata. 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** Latest Income Tax Clearance certificate to be submitted.
 - 12.3.3** Annual reports of latest last two years, together with copies of Audited balance sheets.
 - 12.3.4** Organizational chart & Infrastructural details with the list of marketing office at major cities of the country. They should also submit their web site details.
 - 12.3.5** Certificate of experience as defined in eligibility criteria along with customer details, project profile with dates, addresses & telephone numbers of the customers.
 - 12.3.6** Letter from all the OEM's (Original Equipment manufacturer) whose make of equipments they proposed to supply as reseller. Further, preferably from OEM or else SI must state that, if required, the products / solution proposed by SI will be supported for at least **Five** years, extendable to seven years. The support beyond warranty will be on payment basis.
 - 12.3.7** Willingness to supply equipments on lease as per customer requirements. All investments will 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 will be maintained separately. Quotations for such cases will only be asked from such SI's.
 - 12.3.8** The SI's are supposed to submit along with their

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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.

- 12.3.9** 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 will be achievable.
- 12.3.10** Willingness letter to work across India.
- 12.3.11** EMD of Rs. 2 Lakhs for both National and Circle level in the form of Bank Guarantee as per proforma attached and to be valid for One Year is to be submitted along with the application form.
- 12.3.12** Undertaking that they will submit PBG for Rs. 25 Lakhs and Rs. 5 Lakhs for National and Circle level SIs respectively within 3 to 4 weeks of approval, in the format specified in the EOI. The BG submitted for EMD will be returned after submission of PBG.
- 12.3.13** Details of marketing offices and /or undertaking for opening the same, if sufficient offices are not available.
- 12.3.14** 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 marketing & Selling of BSNL Data Services & Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services for BSNL customers" to DGM (EB), 3rd Floor, CTO Bldg, O/O Sr. GM (EB) O/o Chief General Manager **West Bengal Telecom Circle, CTO Building, 8 Red cross Place Kolkata - 700001**. The application form can be collected from Asstt. General Manager (EB), Gnd Floor, CTO Bldg, O/o CGMT, 8 red cross place, **CTO Building, Kolkata - 700001**
- 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. Those who are found fulfilling all eligibility criterion will be empanelled by West Bengal Telecom Circle as National / Circle level SI.
- 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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Annexure – A

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 upto 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 Ethernet Switch with 8/16/24 ports

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

[4] PC's / Servers

[5] RF / VSAT /CDMA/3G/WiMax/ISDN 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.

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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.

The benefits of using Such Devices in Customer Networks are -

1. The UTM CPE's deliver a purpose-built platform with robust security applications, high physical and virtual interface density and advanced routing support to deliver a cost effective consolidation solution. These appliances offer high performance platforms that enable customers to reduce the number of devices deployed in the network through a combination of high physical port density.
2. Virtualization encompasses an advanced capability called Virtual Systems along with security zones, and virtual LANs (VLAN), all of which combine to divide the network into secure segments using multiple virtual firewalls, each with its own policies, network addressing and management, while maintaining an overall security stance for the organization. High port densities combined with virtualization facilitates a reduction in devices without having to collapse firewall policies and management.
3. To easily integrate into the network, the appliances must support dynamic routing and multiple deployment modes eliminating the requirement for any network topology changes common in many competitive offerings.
4. For reliability the CPE must support Stateful high availability for both firewall and VPN, thereby minimizing the impact an outage may have on the network.
5. The CPE must have centralized, policy-based management that provides them to easily help customers deploy a higher level of security and control.

By deploying these type devices the CPE helps to roll out multiple value added services such as : Firewall Services , Anti Virus Services , Anti Spam & Phishing Services, Web Filtering Services , IPS Services without any further additional hardware deployment at customer location .

[7] Any other services required by the customers.

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Annexure- B

PROFORMA FOR PERFORMANCE BANK GUARANTEE

To

The Chief General Manager
West Bengal Telecom Circle
1 Council House Street
Kolkata - 700001

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

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

3. We, the Bank hereby, in pursuance of the terms of the said agreement, absolutely, irrevocably and unconditionally guarantee as primary obligor and not merely as surety the payment of an amount of Rs. (RupeesOnly) 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

Name of SI

Designation

Signature of SI

As a token of acceptance of all Clauses.

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 one 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 remains owing and outstanding.

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

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

8. Notwithstanding anything contained above, our liability, under the Guarantee shall be restricted to Rs. and our Guarantee shall remain in force until **Six** 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

Name of SI

Designation

Signature of SI

As a token of acceptance of all Clauses.

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
Place
DATE

Signature
Name
Occupation
Address
Place
DATE

Name of SI

Designation

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

ANNEXURE – C

AGREEMENT PROFORMA

(To be furnished on Rs.100/- stamp paper)

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

AGREEMENT

AGREEMENT with M/s for marketing & Selling of BSNL Data Services & Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services for BSNL customers.

This agreement is signed on the by and between **BHARAT SANCHAR NIGAM LIMITED**, a 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. West Bengal Telecom Circle, Kolkata – 700 001. (herein after called **BSNL** which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) of the FIRST PARTY

AND

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

WHEREAS

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

Name of SI

Designation

Signature of SI

As a token of acceptance of all Clauses.

network on LAN / WAN etc. for Data Services for BSNL customers as given in EOI document.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the due observance & performance of all the terms and conditions mentioned in this agreement along with the EOI terms and condition issued vide number, which are part and parcel of this agreement, BSNL and the M/Sagree to sign agreement for marketing & Selling of BSNL Data Services & Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services for BSNL customers.
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 Rs. _____ (in words)_____ as a security towards due observance and performance of terms & conditions of this Agreement. This bank Guarantee shall be valid for _____ from the date of signing of this Agreement. The SI agrees to renew the PBG from time to time till expiry of agreement or till BSNL is satisfied that the terms & conditions of said agreement have been fully and properly carried out by the SI. Without prejudice to its rights of any other remedy, on failure of the SI to provide services under this agreement or in case of any breach in terms and conditions of the Agreement, BSNL shall en-cash / forfeit the said Performance bank Guarantee.
8. BSNL reserves the right to provide such services on its own or to enter into Agreement with other parties / persons / service providers for providing similar services from time to time in future without any restriction on number of persons / parties / System Integrator , 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.

All terms and condition as mentioned in EOI for vide number No: WBTC/EB/EOI/SI/2011 dated at Kolkata 27-12-2014 is valid and forms part of this agreement.

Name of SI

Designation

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

In witness whereof the parties hereto have caused this Agreement to be executed through their respective authorized representatives on theday of, 20__.

-S/d-

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

GM (Mktg & EB-WBTC), 4th floor, 8 Red Cross Place, CTO Building, Kolkata-700001

-S/d-

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

In the presence of Witnesses:

Signature
Name
Occupation
Address

Signature
Name
Occupation
Address

Place
DATE

Place
DATE

Name of SI

Designation

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

Annexure-D

To

The Chief General Manager
West Bengal Telecom Circle
1 Council House Street
Kolkata - 700001.

Dear Sir,

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

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

We, theBank at having our head office at 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 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 of20__ 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.

Annexure-E

Certificate

I _____ hereby on behalf of M/s _____ agreed to submit PBG Rs. 25 Lakhs / Rs. 5 lakhs after approval of empanelment / issue of LOI as National/Circle level System Integrator respectively within 3 to 4 weeks. In the event of failing to do so will result forfeiting of my EMD and cancellation of empanelment as National / Circle System Integrator.

Name:

Signature:

Stamp:

Place & Date:

Name of SI

Designation

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