

Expression of Interest from Leading System Integrator for Empanelment to Supply, Installation and Commissioning of Network System Solution and other new Services
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**Invitation of "Expression of Interest" (EOI) From Leading
System Integrators for Empanelment as System Integrator(SI)
for Establishment and Maintenance of Customized Wide Area
Network (WAN)**

**Enterprise Business Cell
O/o Chief General Manager
West Bengal Telecom Circle**

**Price Rs 1050/-
(Non Refundable)**

Expression of Interest from Leading System Integrator for Empanelment to Supply, Installation and Commissioning of Network System Solution and other new Services**Table of Contents**

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SECTION – A
Notice Inviting Expression of Interest

Expression of Interest Notice No. : WBTC/EB/EOI/SI/2017 Dated: - 16.08.2017

Sealed Expression of Interest is hereby invited from reputed Network/ System Integrators for the “Supply, Installation and Commissioning of Networking System Solution and other new services” as specified in the EOI document.

Refundable security deposit valid for 1(one) year in the form of Bank Guarantee as per the following categories to be submitted along with the EOI.

SI No	Category of Empanelment	Amount
1	National Level Empanelment	1,00,000/- (One Lakh)
2	Circle Level Empanelment	50,000/- (Fifty Thousand)
3	Circle Level Empanelment (Silver)	10,000/- (Ten Thousand)

EOI documents can be downloaded from www.westbengal.bsnl.co.in under “Business Opportunities” section and “Tender” section.

Date of Submission: EOI documents will be received on any working day from 11-30 hrs to 17-00 hrs. The date of submission has been made open ended and eligible SI may participate in this EOI at any time during the year.

A demand draft of Rs 1050/- in favor of Accounts Officer (Cash), BSNL, WBC KOLKATA as the cost of Bid document charge to be submitted to the O/O AGM (EB-II) , E.B. CELL C.T.O BLDG.,GND. Floor, 8 RED CROSS PLACE Kolkata-700001 along with EOI.

The EOI is open ended and it will be opened and evaluated on quarterly basis. However BSNL reserves the right to open EOI(s) as per requirement.

Contact No of O/o AGM/EB-II: 033-22314398 Mob- 9434740660

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SECTION – B

B-1 Introduction:

West Bengal Telecom Circle is a unit of Bharat Sanchar Nigam Limited. BSNL is a major Telecommunication service provider in India. It offers all kinds of telecommunication services like Basic (both fixed and wireless), Broadband, Internet Leased Line, Point to Point Leased Line, MPLS etc. Keeping pace with the technological trend to provide single window enterprise solution to its customers, BSNL, West Bengal Telecom Circle is providing complete network system solutions in building Wide Area Network on turnkey basis including supply, installation, integration and maintenance of networking equipment. Considering developing needs of the markets West Bengal Telecom Circle has decided to provide IT system integration, networking and security consultancy, design, implementation and management with improvement of network performance with enhanced quality of service policy implementation. The other new services are i.e. Video Conferencing, Call Centre Solutions, Wi –Fi, surveillance camera supply and integration and all new upcoming value added services.

B-2 Objective of the Expression of Interest:

To enable West Bengal Telecom Circle, BSNL to provide complete end-to-end solution to esteemed customers, West Bengal Telecom Circle intends to have a tie up with leading System Integrators (SI) who will do all the supply, configuration, operations, maintenance and support activities related to customer end & co-ordination. In this regard, West Bengal Telecom Circle hereby invites the 'Expression of Interest' from the leading system integrators for fulfilling the following objectives.

1. Establishment of LAN/WAN on turnkey basis including supply, installation, integration and maintenance of networking equipment.
2. Complete system integration, networking, design, implementation and management.
3. Establishment of LAN/WAN on turnkey basis including supply, installation, integration and maintenance of Video Conferencing Equipment , Public addressing System and other upcoming Corporate Office Solutions

B-3 General Information/Method of Operation

For providing complete end-to-end solution to customer, West Bengal Telecom Circle, BSNL intends to empanel System Integrators who will not only do all the operations and maintenance activities of customer end networking equipment but will also do the marketing.

The empanelled SIs will submit the best possible rate so as to enable West Bengal Telecom Circle, BSNL to bid successfully in any tender. Based on the quotes received from various SIs, the price

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for each model and each make will be finalized on the lowest of the quote received. This will form the base price. On which West Bengal Telecom Circle will submit its own proposal to the customer. For providing last mile connectivity to the customer West Bengal Telecom Circle will co-ordinate internally with all agencies /Departments to enable the same.

B-4 General terms, conditions & instructions to the bidder

- a. Throughout the Expression of Interest document the term contractor shall mean the successful Bidder.
- b. The notice inviting Expression of Interest, the terms and conditions, the specifications, agreement, etc. constitute the Expression of Interest Document Set.
- c. The Chief General Manager, West Bengal Telecom Circle reserves the right to accept or reject any Expression of Interest offer.
- d. Item Delivery, Training and Documentation:
 - A. The procurement and installation of Network will be executed by contractor on turnkey basis.
 - B. Delivery, free of charge has to be made and installed at the site – to be specified in the purchase order to the CONTRACTOR.
 - C. All user guides, literature, technical reference manuals, etc. are also to be supplied by the contractor free of cost.
 - D. The contractor also has to impart training on operation of the system to designate officers of West Bengal Telecom Circle for 2 weeks at no extra cost.
- e. The successful bidders, as and when asked for quotation of networking equipments for any turnkey job, shall quote the latest version or higher version of the all products.
- f. The networking work on turnkey basis involves meeting stringent requirements of the customer in terms of time frame for work completion, maintenance terms of customer, imparting training to the customer etc. In this regard, BSNL, West Bengal Telecom Circle, enters into agreement with the customer wherein provision of penalty is included for noncompliance of certain clauses of the agreement. In this respect, all the terms & conditions pertaining to System integration & maintenance as defined in this EOI elsewhere as well as agreed with the customer shall be on back to back basis with the successful bidders.
- g. For every turnkey work, the successful bidder has to sign an agreement with BSNL, West Bengal Telecom Circle before issue of work order by the BSNL, West Bengal Telecom Circle, in format provided by BSNL, West Bengal Telecom Circle.

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B-5 Refundable Security Deposit

a. Refundable security deposit in the form of Bank Guarantee [as per enclosed format) valid for 01 (one) year] as per the table below, for different categories from any Nationalized/Scheduled Bank is to be deposited along with bid document.

SI No	Category of Empanelment	Amount
1	National Level Empanelment	1,00,000/- (One Lakh)
2	Circle Level Empanelment	50,000/- (Fifty Thousand)
3	Circle Level Empanelment (Silver)	10,000/- (Ten Thousand)

b. Expression of Interest not accompanied with prescribed refundable security deposit will be rejected.

c. The refundable security deposit will be forfeited if the Bidder withdraws his offer before finalization of the Expression of Interest.

d. The refundable security deposit of the successful Bidder shall also be forfeited if the Bidder fails to deposit the security money (in the form of BG) when required to do so within specified period and fails to sign the prescribed agreement within the specified period.

B-6 Credentials and prequalification of the Bidder: Eligibility Criteria:

a. Network/System Integrator should be an IT/Networking sector company in case of National and Circle SIs. And for Circle-Silver SI it may be an individual or proprietorship/partnership concern.

b. SI or its parent company should be a public limited or private limited company registered in India in case of National and Circle SIs. Circle-Silver SI may be an Individual/Proprietor/ partnership Concern /LLP / Company and registered as per commercial laws to undertake the activities mentioned in scope of empanelment.

c. Network/System Integrator 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, PC routers, LAN Switches/hubs, firewall, leased line modems, ISDN backup devices, converter, connectors and basic computer related software etc. Copy of manufacturer or authorized System Integrator certificate from Original Equipment Manufacturer is to be submitted.

d. The Network/System Integrator should provide letters of support from Original Equipment Manufacturer (OEM) stating that their solution will be supported on the platform proposed by Network/System Integrator for the next five years. The software upgradation 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.

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- e. The Network/ System Integrator should be ISO 9001:2008 or higher certified for services.
- f. The technical team of 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.
- g. 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 as mentioned in Clause B-5.
- h. 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. However, in tender cases SI shall submit EMD/PBG as per customer requirement on back to back basis.
- i. Network/System Integrator shall provide 24X7 help centre either web-based or IVRS based. Network/System Integrator shall ensure consultation, assistance and advice within 4(four) hours or as defined in SLA entered with customer. In other cases, complaint may be attended within 8 (eight) hours.
- j. Network/System Integrator shall support SLA requirements of BSNL customers and ensure its compliance. In case SLA commitments are not met, Network/System Integrator shall be responsible for payment of penalties, if any, imposed by the customer.
- k. The PBG valid for five and half years shall be collected from the empanelled SIs subject to minimum of Rs. 15 Lakhs, 3 Lakhs and Rs. 50,000/- for National level, Circle level and Circle-Silver SIs respectively for abiding by the general rules of empanelment agreement. The refundable SD of Rs. 1.0 Lakh , Rs. 50,000 and Rs. 10,000 respectively submitted at the time of application for empanelment would stand released thereafter.
- l. Once a SI is empanelled in National Category in any of the Circle, it can get empanelled in any other Circle with a consent letter (Appendix-A). Consent would authorize its home Circle to revoke its BG on the advice of the additional consented Circle. Also, a Circle SI can become SI of any other Circle(s) of its choice on submitting a consent letter as above with an additional BG of Rs. 1 Lakh per Circle.
- m. NTR Circle would be treated as a Circle with its geographical territory as NCT, Delhi for the purpose of SI empanelment and delivery of service.
- n. Validity of the agreement to be signed between circle and empanelled SI (in case of National , Circle and Circle-Silver level) shall be 5 (Five) years i.e. the agreement shall be signed between circle and empanelled SI for a period of 5 years.
- o. Eligibility criterion in respect of Turnover, Minimum Experience of WAN implementation on turnkey basis and Minimum Support Centre. (The Network Integrators shall be categorized as

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National System Integrator/Circle System Integrator/Circle-Silver System Integrators and basic structure and scope would be as below):-

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

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

*** The eligibility criterion for Circle-Silver category can be relaxed by CGMs in consultation with the standing committee for the applicants such as qualified Engineers, experienced telecom/IT professionals etc. The monetary limit for any project would be Rs. 30 Lakh in this category.**

B-7 Engagement Terms for SI and West Bengal Telecom Circle:-

- a. Network/System Integrators will also conduct technical seminar for West Bengal Telecom Circle Officers to make them conversant about their product capabilities vis-à-vis customer requirement.
- b. SI will also provide relevant equipment free of cost for demonstrating the capability of the network.
- c. The short-listed System Integrators need to sign an agreement with West Bengal Telecom Circle for a period of 5 years.
- d. Each location being in different districts, Calcutta as a whole will be one location.
- e. The bidder should commit to provide support at all locations as included in SLA with end customer, if the project is awarded to him.
- f. Original Equipment Manufacturer/System Integrator will ensure availability of all spare parts for five years period. System Integrators shall have a back end tie up with the Original equipment manufacturer for the supply of spares. Proof of such agreement should be attached with EOI.

B-8 WARRANTY AND AMC

The SI should be able to provide onsite support within 4 (four) hours or as defined in SLA entered with customer during warranty as well as post-warranty AMC period and should be able to maintain a minimum of 99% uptime for the equipment calculated on six monthly basis during warranty as well as post-warranty AMC period.

The equipment supplied should have warranty for 3 Years from the date when installation and commissioning is completed at all the proposed sites. The supplier shall be responsible for any defect in respect of entire supply and works carried out. During this warranty period, equipment should be supported by conducting preventive maintenance, trouble shooting and replacement of defective items without any additional charge and without obligation on third party for spares / material or manpower utilized for repair and upkeep of the Network.

The supplier must accept to maintain the equipment for a minimum period of another 5 years after the Warranty period of 3 years, if so decided by BSNL, prior to expiry of Warranty period. The AMC can be terminated by either party giving 3 months notice.

The bidder has to guarantee minimum of 99% up time for the normal networking facilities during warranty and AMC. In case the downtime of a unit exceeds 48 hrs, penalty shall be applicable as per clause B-14. If certain equipment is down forcing complete/partial network to be unusable the Warranty/AMC rate for all such unusable equipment will be considered for working out recovery charges.

The recovery charges so worked out shall be recovered from AMC charge or Bank guaranty available with BSNL and shall be restricted to 30 % of the AMC charges if service is otherwise satisfactory. If overall service rating is poor then there shall be no restriction on charges recovered.

B-9 Annual Maintenance Contract

- a. When asked for a turnkey work, the bidders must quote charge for comprehensive Annual Maintenance Contract (AMC) applicable after the expiry of the period of warranty.
- b. Any quotation without quote of the AMC shall not be considered.
- c. The AMC shall include cost of transportation & halts of the servicing staff of the CONTRACTOR and cost of any components that might require to be replaced in course of clearing faults.
- d. BSNL reserves the right for third party maintenance after expiry of the warranty period.
- e. The manufacturer / supplier should give undertaking that all components / spares would be made available and comprehensive support will be provided on the whole Networking System solution if asked to do so, for a minimum period of three years after warranty of minimum period of two years.

B-10 Agreement

- a. Duration: This agreement shall be valid for a period of (5) Five years from the date, of agreement unless revoked earlier. At the end of Five years of agreement, the same may be extended on mutually agreed terms and conditions.
- b. Extension of Agreement: West Bengal Telecom Circle may extend, if deemed expedient, the period of agreement upto 1 year at one time, suo-moto or upon request of Franchisee, if made during the first year of the agreement period for the first extension and corresponding year for the subsequent extension on mutually agreed terms. Decision of West Bengal Telecom Circle shall be final in regard to the grant of extension.

B-11 Other Terms and Conditions:

- a. Providing Network System Solutions to the customers will be the joint responsibility of West Bengal Telecom Circle and System Integrators. The hardware and services required for commissioning of Network must be made available within six weeks from the date of Purchase Order.
- b. System Integrator will depute appropriate resources to monitor and manage the progress of the project.
- c. The benefit of reduction in duty should be passed on to West Bengal Telecom Circle.

B-12 Price Validity

- a. For any turnkey work, all prices quoted must be firm and valid for 180 days from the date of opening of financial quotation.
- b. All prices quoted shall not be affected by any escalation in prices of labour or materials, machinery, equipment, etc. or in rupee exchange rate during the price validity period what so ever. However, direct duties, levies, or taxes in respect of finished products will be at the rate prevalent at the time of delivery. All equipments including the optional items should be quoted. In cases where the prices offered are included in basic product, the same should be mentioned against all those specific items. If "0" is mentioned in the price column, bid will be treated as non-responsive.

B-13 Payment

- a. Normally all offers to the customers will be made in the name of BSNL, West Bengal Telecom Circle and by BSNL, West Bengal Telecom Circle.
- b. The customer will make all payments including, cost of Lease Line and customer end equipment to West Bengal Telecom Circle (either in lump sum or installment as the case may be)
- c. Payment terms & conditions will be on back-to-back basis for any turnkey work. The terms & conditions shall be as follows:
 1. The payment shall be released after it has been released from the end-user.
 2. Other payment conditions shall be on back to back basis as agreed by the BSNL, West Bengal Telecom Circle.
- d. Back to back payment arrangement will be there from West Bengal Telecom Circle to System Integrator for supply, installation, configuration and maintenance of customer end equipment. However, BSNL may incorporate the payment terms as agreed to/stated by end-customer in its invitation to SIs (empanelled), in its discretion.
- e. For each requirement of Network, West Bengal Telecom Circle will issue a Purchase Order to System Integrator containing details of equipment along with approved price, terms and conditions of the same.

B-14 Penalty

- a. Security deposit or part of the security deposit will be forfeited for unsatisfactory service.
- b. In case the downtime of a unit exceeds 48 hrs. and fault is not rectified or faulty equipment not replaced within stipulated period as detailed a penalty of Rs. 250/- per day or part thereof per faulty unit will be charged and will be recovered from the security deposit or from any sum thereafter that may become due to the bidder out of this contract or any other contract with Chief General Manager, West Bengal Telecom Circle.

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The penalty will be adjusted from the security deposit till it exceeds 50% of the deposit amount at which point, the Chief General Manager, West Bengal Telecom Circle reserves the right to cancel the contract. In such cases, the full amount of security deposit shall be forfeited to the West Bengal Telecom Circle.

c. Liquidated Damages: For delay in execution of any supply order against this Expression of Interest, liquidated damages @ 0.5% (half percent) for every week of delay or part thereof shall be realized subject to a maximum of 10% (ten percent) of the accepted price. The number of weeks of delay will be calculated with reference to the due date of completion of delivery as agreed by the purchaser in respect of each unit and the whole system as indicated in the work orders. The percentage of liquidated damages will also be calculated on the cost of item that is required to be supplied on such specified date. If on any occasion the liquidated damages recoverable exceed 10% (ten percent), it shall be open to Chief General Manager, West Bengal Telecom Circle to cancel the supply order.

d. The penalty clause is relaxable under the "Force Majeure" conditions.

B-15 Risk Purchase:

For non-performance of the contract in full or part of it, BSNL may cancel the contract and conclude a fresh contract to complete the incomplete part of the contract through other bidders at the risk and cost of the contractor. Losses incurred by third party, if any, due to this will be recovered from the original contractor.

B-16 Force Majeure Clause

a. If at any time, during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this Contract be prevented or delayed by reason of:

- i. any war or hostility
- ii. acts of public enemy, civil commotion, sabotage, explosions
- iii. effects of flood, epidemics, quarantine restrictions, freight embargoes
- iv. general strikes, Bandhs, acts of God

hereinafter referred to as EVENT, neither party shall, by reason of such EVENT, be entitled to terminate this Contract, nor shall any party have any claim to the damages against the other in respect of such non-performance or delay in performance, - provided that notice of happening, of any such EVENT is given by either party to the other within 7 (seven) days from the date of occurrence of the EVENT.

b. If a Force Majeure EVENT occurs, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all

reasonable alternative means for performance not prevented by the Force Majeure EVENT.

c. Expected Work and deliveries under this Contract shall resume as soon as practicable after such EVENT comes to an end or ceases to exist. The decision of the Chief General Manager, West Bengal Telecom Circle as to whether the situation has become normal or not, shall be final and conclusive.

d. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such EVENT for a period exceeding 60 (sixty) days, either party may, at his/their option, terminate this Contract.

B-17 Disputes and Arbitration

In case of any dispute or differences, breach and violation relating to the terms of this agreement, the said dispute or difference shall be referred to the sole arbitration of Chairman and Managing Director (CMD) of Bharat Sanchar Nigam Limited (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 vacates his office on resignation or otherwise or refuses to do works or neglecting his work or being unable to act as arbitrator for any reason whatsoever, the CMD, BSNL shall appoint another person to act as arbitrator in the place of outgoing arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor. The CONTRACTOR will have no objection in any such appointment that arbitrator so appointed is employee of BSNL. The adjudication of such arbitrator shall be governed by the provision of the 'ARBITRATION and CONCILIATION Act, 1996' or any statutory modification or reenactment thereof or any rules made thereof. As and when invited for quotation by BSNL, West Bengal Telecom Circle for any turnkey work, all terms & conditions of this EOI shall form the integral part of the said invitation of quotation.

B-18 Sealing and Marking

- a. The Expression of Interest shall be properly sealed with PVC tape or sealing wax.
- b. The above envelopes shall be addressed to AGM (EB-II), E.B. CELL, C.T.O BLDG., 8 RED CROSS PLACE, GND. FLR., KOLKATA- 700001
- c. The envelopes should be superscribed as "Expression of Interest from Leading System Integrators for Empanelment of Supply, Installation and Commissioning of Networking System Solution and other New Services", Expression of Interest Notice

d. The bottom left hand corner of the covers should indicate the name and address of the firm / Bidder. (Expression of Interests without the name of the firm will not be opened).

B-19 The following documents are required to be submitted along with the Expression of Interest. :

- a. Latest PAN No, the original of which may have to be produced by the successful tendered before the issue of the firm work order.**
- b. Latest Income Tax Clearance Certificate/ Income Tax return for last 2(two) years.**
- c. Annual reports of Last two years, together with copies of Audited Accounts.**
- d. Certificate of Incorporation with copy of Articles and Memorandum of Association.**
- e. Organizational Chart and infrastructure details with the list of support centers at major cities of the country.**
- f. Certificate of Experience as defined in eligibility criteria along with customer details, project profile with dates, addresses and telephone numbers of the customer.**
- g. Letter of Teaming Agreement from the Original Equipment Manufacturer.**
- h. Any other documents as asked in eligibility criteria**
- i. Valid GST Registration Certificate.**
- j. Trade License Certificate, if applicable.**
- k. Name of Support Centers/ PoP locations.**
- l. ISO 9001-2008 certification.**

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ANNEXURE – A

A.1 General Compliance Schedule

Sl. No.	Item	Bidder's Confirmation	Deviation (if any)
1	General Terms & Conditions		
2	Refundable Security Deposit		
3	Latest Income Tax PAN No and Sales Tax registration & clearance certificates.		
4	Security Deposit		
5	Payment Terms		
6	Penalty Clause		
7	Warranty (3 years) & Post Installation clause		
8	Infrastructure at Calcutta (for Installation and attendance of Support calls)		
9	Training and Documentation		
10	AMC support for min. 2 years after the expiry of Warranty Period of 3 years.		
11	Credentials with documentary support as per Eligibility Clause. (I SO 9001-2008, Turnover, Profitability, Order copies as required)		
12	Wide Area Networking sites within the State of West Bengal		
13	Authorized manufacturer ship / System Integrator ship certificate		
14	Original specification sheets for all items		
15	Driver software, wherever applicable, to be supplied		
16	Equipment working environment: All the equipment will work in non ac room environment as at Calcutta. The power provided will be 220V ac (nominal)		

Signature with date

Name in Block Letters

Seal of the Company

Note: In case the bidder's confirmation is negative, specific comments are to be filled in the Deviation column

ANNEXURE – B

BIDDERS QUALIFICATION FORM PART - I

Expression of Interest Enquiry No: WBTC/EB/EOI/SI/2017 Dtd. 16-08-2017

Bidder's Ref No :

**To
AGM (EB-II) E.B. CELL ,
C.T.O BLDG., GND Floor,
8 RED CROSS PLACE,
Kolkata-700 001.**

Dear Sir,

Having examined the conditions of contract as in Bid Documents and specifications including Addenda Nos._____ the receipt of which is hereby duly acknowledged, we undersigned offer to supply and delivery of NETWORKING SYSTEM SOLUTION in conformity with the said conditions of contract. If our Bid is accepted, we will furnish the performance guarantee from a Scheduled Bank for a sum as stipulated in clause B-6, (k).

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept any bid you may receive.

Date:

Signature

**(Name in Block Letters of the Signatory)
In capacity of**

**Duly authorized to sign the bid for and on behalf of_____ (Attach Copy of Power
of Attorney / Documentary proof enclosed)**

Witness:

Signature:

BIDDERS QUALIFICATION FORM

PART – II

a. Expression of Interest is to be submitted in this Form only. Expression of Interest submitted by the Bidder in their own proforma is liable to be rejected. Separate sheets may be attached where space provided against any clause is insufficient.

b. Expression of Interest Enquiry No. & Date : WBTC/EB/EOI/SI/2017 dated 16-08-2017

c. Offer No. & date :

d. Name and address of the Firm:

Office Address:

Telephone No.:

Fax No. :

e. Factory Address :

Telephone No.:

Fax No. :

The offer as per Proforma in Part III is enclosed in sealed covers for individual item separately (Read instruction and important points)

Please furnish photo copy of the current Registration Certificate.

Whether (tick any one and strike off others)

i) Proprietorship firm :

ii) Partnership firm :

iii) Company :

iv) Any Other

Necessary valid documents must be enclosed along with the Expression of Interest offer.

Income Tax PAN No Certificate :

LIST OF ENCLOSURES:

I)

II)

Signature of the Authorized Signatory :

NAME IN BLOCK LETTERS

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**BIDDERS QUALIFICATION FORM
PART – III**

REFUNDABLE SECURITY DEPOSIT IN THE FORM OF BG DETAILS

TO,

**AGM (EB-II) E.B. CELL ,
C.T.O BLDG., GND Floor,
8 RED CROSS PLACE,
Kolkata- 700 001.**

The undersigned hereby submits Expression of Interests for job and agrees to hold this Expression of Interest open for your acceptance for 180 days from the date of opening of the Expression of Interest.

A detail of Refundable Security Deposit is given below:

**Bank Guarantee No:.....dated.....of for.....Rs.....(Rupees.....only)
is enclosed as Refundable Security Deposit.**

NAME:

COMPANY NAME:

ADDRESS:

Annexure-C

**BID SECURITY FORM (BG):
TO BE SUBMITTED WITH THE EOI DURING APPLICATION**

Whereas M/s.....(hereinafter called "the Bidder") has submitted its bid dated..... for Expression of Interest for Supply, Installation and Commissioning of Networking System Solution vide Expression of Interest No WBTC/EB/EOI/SI/2017 dated 16-08-2017. Know all men by these Presents that WE (Name of the bank) having our registered office at..... (Hereinafter called "the Bank") are bound unto Chief General Manager, West Bengal Telecom Circle (hereinafter called "the Purchaser") in the sum of Rs.....(Rupees Only) for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. Refusal to extend the bid security and bid validity as asked by the purchaser
3. If the Bidder having been notified of the acceptance of its bid by the Purchaser during the period of bid validity
 - a. fails or refuses to execute the Contract Form, if required; or
 - b. fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand, the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or all of the three conditions, specifying the occurred condition or conditions.

This guarantee will remain in force till.....(One year) and any demand in respect there of should reach the Bank not later than the specified date/dates.

Signature of the Bank
Name
Signed in Capacity of
Signature of the Witness
Name of Witness
Address of Witness
Full Address of Branch
Tel. No. of Branch
Fax No. of Branch

**Expression of Interest from Leading System Integrator for Empanelment to Supply,
Installation and Commissioning of Network System Solution and other new Services**

**Annexure-D
Format of Agreement
(On Rs. 100/= Non-judicial stamp paper)**

An agreement made this.....day of.....Two thousand BETWEEN (Systems Integrator Name.....) ,hereinafter referred to as the CONTRACTOR (which expression shall include his/ its legal successors and assignees) of the one part and Chief General Manager, West Bengal Telecom Circle represented by the AGM(EB-II), West Bengal Telecom Circle BSNL having his office at E.B. CELL ,C.T.O BLDG., 8, RED CROSS PLACE ,GND . FLR., KOLKTA –700 001 hereinafter referred to as the PURCHASER of the other part in respect of the work of 'Supply, Installation and Commissioning of Network Equipments issued by the PURCHASER.

Whereas the CONTRACTOR has fulfilled the requirements and conditions regarding capacity, qualification, status etc. as mentioned in the Expression of Interest in respect of the work in question.

And whereas the CONTRACTOR has offered to execute the work of 'Supply, Installation and Commissioning of all the terms and conditions hereinafter contained as well as in the said Expression of Interest.

Now those present witnesses and it is hereby agreed and declared by and between the parties to those presents as follows: -

1. The CONTRACTOR will, during the period of this Contract, that is to say, from the date of receipt of order for the work up to the end of one year warranty period after successful commissioning, or until this Contract shall be terminated by such notice as is hereinafter mentioned, whichever is earlier, safely carry out by means of personnel employed at his own expenses and by means of necessary hardware & software elements , tools, implements, equipment etc. to be arranged by him to his personnel at his own expenses, all supply, installation, commissioning, training and maintenance works in the form of free comprehensive support during the warranty period as described and specified in the said Expression of Interest which the PURCHASER or the Chief General Manager, West Bengal Telecom Circle, BSNL or any officer authorized by the Chief General Manager in that behalf shall require. As a part of the work in question, the CONTRACTOR is further liable to fulfill the followings:

- a. To ensure that all the items supplied are new and free from all defects.
- b. To ensure that all the equipments & associated materials supplied, installed and commissioned are as per the Specifications detailed in Document.

To ensure that all components/spares would be made available and comprehensive support will be provided on the Routers, Switches, Modems, PCs, Server and Software if

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No: - WBTC/EB/EOI/SI/2017
EB Cell, WBTC

Dated 18th August 2017 at Kolkata

Signature of the Bidder
With Seal and Date

Expression of Interest from Leading System Integrator for Empanelment to Supply, Installation and Commissioning of Network System Solution and other new Services
--

asked to do so, for a minimum period of two years after warranty period of three years at the rate of AMC quoted by the CONTRACTOR.

2. For the purpose of this Agreement the Executive Officer includes the Officer under whose signature the work-order is issued and any other officer authorized by the Chief General Manager, West Bengal Telecom Circle.

3. The Agreement shall be valid for a period of five years from the date of signing unless revoked earlier. Further extension will be considered as per the provisions of the EOI.

4. The system integrator agreed to Submit a Performance Bank Guarantee (PBG) of Rs.....Rs.....(In Word) as a security towards due observance and performance of terms and conditions of this agreement. The Bank Guarantee shall be valid for five and half years from the date of signing the agreement. The SI agrees to renew the PBG from time to time till expiry of agreement or till BSNL is satisfied that the terms and condition of the said agreement have been fully and properly carried out by the SI. Without prejudice to its right of any other remedy, on failure of SI to provide service under the agreement or in case of any breach in terms and condition of the agreement, BSNL shall en-cash / forfeit the said PBG.

5. The Parties shall abide by the terms and conditions as laid down in the Expression of Interest as well as in the CONTRACT herein.

6. The CONTRACTOR shall promptly carry out all the works as per firm purchase order within the time frame as specified by the PURCHASER. The CONTRACTOR shall execute all the items of works mentioned in the Work Order in most efficient and workman-like manner and it must be in strict accordance with the instructions given to him from time to time by the officer mentioned in Clause – 1 above or the Executive Officer.

7. The work shall, throughout the stipulated period, be proceeded with all due diligence and the time that allowed to complete the work as entered in the work order should strictly be observed by the CONTRACTOR. The time in this respect shall be deemed to be the essence of the Contract on the part of the CONTRACTOR.

8. If the CONTRACTOR fails to carry out any of his obligations under this Agreement and as mentioned in this Expression of Interest, penalty or recovery at the rates as prescribed in this Expression of Interest shall be imposed by any of the officers mentioned in Clause – 1 above.

9. This contract shall not, nor shall any part thereof or any interest herein be transferred or assigned by the CONTRACTOR to any other person or persons or a company or attempted to be so done without the prior consent, in writing of the Chief General Manager of the West Bengal Telecom Circle being first obtained.

10. If the CONTRACTOR desires to transfer or assign his/its business to any other person, persons or Company, the CONTRACTOR shall make it one of the terms and stipulations of the relevant Contract of such transfer of his/properties and business to such other person or Company that such other person or Company shall, provided the Chief General Manager of the West Bengal Telecom Circle, WEST BENGAL TELECOM CIRCLE consents to the same, continue to perform the duties or engagements of the CONTRACTOR under this Contract and be subject to his liabilities hereunder.

11. The CONTRACTOR hereby covenants and declares that no one connected with or in the employment of the PURCHASER of West Bengal Telecom Circle is, nor shall any person ever be admitted as a partner or to any interest in this Contract.

12. The aforesaid Security Deposit furnished by the CONTRACTOR shall be retained by the PURCHASER as security for the due and faithful performance by the CONTRACTOR of all the covenants herein contained and on his part to be observed or performed. However, if the CONTRACTOR fails to perform, satisfactorily fulfill as per Technical Specifications, Terms & Conditions of Expression of Interest, keep and observe all or any of the covenants, conditions or agreements on his part contained herein, then, unless the same is already forfeited, the Chief General Manager, West Bengal Telecom Circle will have the power to retain the whole or any part of the same and to appropriate the same or any part thereof to the use of PURCHASER absolutely as and when by way of liquidated damages and / or other dues and that without reference to the relative importance of the particular breach or breaches of Contract which might have given occasion for such appropriation and whether the PURCHASER may have sustained as containable pecuniary damages by such breach or breaches as aforesaid or not. In the case of such appropriation or retention of whole or part of the said security the CONTRACTOR shall forthwith deposit further security for the full amount or an amount sufficient to make up the deficit as the case may be.

13. The said security or so much thereof as may not have been appropriated to the use of the PRCHASER will be returned to the CONTRACTOR after the termination of the Contract on submission of 'NO DEMAND' Certificate by the CONTRACTOR thereafter. The PURCHASER may withhold such payment up to two (2) months from the date of receipt of 'NO DEMAND' Certificate from the CONTRACTOR for the purpose of verifying records so as to ensure that there is no recovery pending for any damage.

14. That the PURCHASER will pay to the CONTRACTOR for the work which the CONTRACTOR was called upon by the West Bengal Telecom Circle or any of the officers mentioned above and which was satisfactorily done in accordance with the Expression of Interest by the CONTRACTOR at the rates as mentioned in the Work Order. For this purpose the CONTRACTOR should submit to the PURCHASER his/their bill for the items of work done by him / them against the work order at the rates specified and accepted by West Bengal Telecom Circle within 30 (thirty) days of the items of work covered by

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that work order having been completed, up to the satisfaction of the PURCHASER in accordance with the Expression of Interest, by him / them.

15. The terms of payment will be as per the provision made in the Expression of Interest.

16. In case the bill is not submitted within thirty (30) days , the claim for settlement of bill within stipulated time and damages etc. caused on account of any late settlement will not be entertained by the PURCHASER.

17. The CONTRACTOR may use the form ACE-10, to prepare his bills but bills prepared by him on his own form etc. may be accepted provided those comply with the following conditions :-

- a. The bills be submitted in triplicate, all copies being signed by the CONTRACTOR.
- b. The three copies may be marked as 'Original', 'Duplicate' and 'Triplicate'.
- c. Details of the quantity and nature of each item of work done or material supplied as well as the stipulated rates be given.
- d. All the Bills must be supported with proper delivery challan where ever applicable.
- e. Satisfactory Completion Certificate issued by the West Bengal Telecom Circle to be attached.
- f. The number and date of the Work Order be mentioned.

18. In the event of any penal action as mentioned in the Expression of Interest leading to cancellation of Work Order, being adopted, the CONTRACTOR shall have no claim for compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into arrangement or made any advance on account of or with the view of the execution of the work or the performance thereof.

19. In the event of any of the said Executive Officers exercising the powers to cancel the Work Order as mentioned in the Expression of Interest, he may, if he so desires, take possession of all or any of the tools, plants materials and stores in or upon the works on the site thereof or belonging to the CONTRACTOR, or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same any amount at Contract rates or in the case of this not being applicable at current market rate to be certified by any of the said officers whose certificate thereof shall be final, any of the said officers may, in the alternative request the CONTRACTOR or his agents and servants to remove such tools, plants materials or stores within a time specified and in the event of the CONTRACTOR failing to comply with this requisition, any of the said officers may remove them at the CONTRACTOR's expenses and sell them by public auction or private sale on account of the CONTRACTOR and on his risk and responsibility and certificate of any of the said officers as to the expenses of any such sale shall be final and conclusive against the CONTRACTOR.

20. Any notice required to be given under these presents may be given by delivering to or leaving the same with the CONTRACTOR at the address given above or by posting letter addressed to the CONTRACTOR at the said address and shall be deemed to be served at the time of such delivery

or at the time of leaving the same with the CONTRACTOR or in cases of posting at the time when the letter would have reached the CONTRACTOR in the ordinary course by post.

**21. ARBITRATION CLAUSE :
DISPUTES AND ARBITRATION**

In case of any dispute or differences, breach and violation relating to the terms of this agreement, the said dispute or difference shall be referred to the sole arbitration of Chairman and Managing Director (CMD) of Bharat Sanchar Nigam Limited (BSNL) or any other person appointed by him. 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 vacates his office on resignation or otherwise or refuses to do works or neglecting his work or being unable to act as arbitrator for any reason whatsoever, the CMD, BSNL shall appoint another person to act as arbitrator in the place of outgoing arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor. The CONTRACTOR will have no objection in any such appointment that arbitrator so appointed is employee of BSNL. The adjudication of such arbitrator shall be governed by the provision of the 'ARBITRATION and CONCILIATION Act, 1996' or any statutory modification or reenactment thereof or any rules made thereof.

a. In the event of any question, dispute, difference arising under this agreement or in connection therewith (except as to the matters the decision of which is specifically provided under this agreement) the same shall be referred to the sole arbitration of the Chief General Manager, West Bengal Telecom Circle (herein after referred to as 'the said Officer') or any person nominated by him.

b. It will be no objection to any such appointment that the Arbitrator is a Government servant. If however, the Arbitrator is a Government servant he will not be one who had opportunity to deal with the matter to which the agreement relates or that in the course of his duties as Government he has expressed view, on all or any of the matters in dispute or in difference.

c. The award of the Arbitrator shall be final and binding on the parties. It is a term of the agreement that in the event of such Arbitrator to whom the matter is originally referred to being transferred or vacating his office dying, resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, 'the said Officer' shall appoint another person to act as Arbitrator in place of outgoing Arbitrator in accordance with the term of this agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left out by his predecessor.

d. The arbitrator may, from time to time, with the consent of the parties enlarge the time for making (and publishing) the Award.

e. Subject to the aforesaid provisions, the Arbitration Act, 1940 and the rules made there under and any stipulation/modification for the time being in force shall be deemed to apply to the Arbitration proceeding under this clause.

f. Upon every and any reference as aforesaid the assessment of cost and of incidental expenses in the proceedings for the award shall be in the discretion of the of the Arbitrator. The venue of the Arbitration shall be the place from which the acceptance note is issued or such other place as the Arbitrator at his discretion may determine

22. The Chief General Manager, West Bengal Telecom Circle or any other officer authorized by him, shall be at liberty by notice in writing to the CONTRACTOR, to terminate the Contract in any of the following cases :

- a. If any fraud or fraudulent motive is detected in the CONTRACTOR's action with the PURCHASER and/or.
- b. If the CONTRACTOR demands undue charges not stipulated in the Contract and/or.
- c. If any person connected with the PURCHASER of WEST BENGAL TELECOM CIRCLE. or any official drawing salary from the Chief General Manager of West Bengal Telecom Circle , WEST BENGAL TELECOM CIRCLE becomes in any way interested in the Contract, for his personal gains, in connivance with the CONTRACTOR and/or.
- d. If the CONTRACTOR himself or any of his servants be guilty of fraud or attempt fraud in connection with the Contract or offer any bribe or gratuity to any person connected with the Chief General Manager of West Bengal Telecom Circle or to any official drawing salary from the Chief General Manager, West Bengal Telecom Circle and/or.
- e. If the CONTRACTOR employs any outside agent or sublets the Contract or any right to payment there under without the consent in writing of the Chief General Manager, West Bengal Telecom Circle and/or.
- f. If in the event of any deduction of being made from the CONTRACTOR's security deposit the CONTRACTOR fails to make good the payment of such deductions within the time herein before specified and/or.
- g. If the CONTRACTOR becomes insolvent or applies for relief as insolvent debtor and /or in case the CONTRACTOR is a company and it is wound up or in case the CONTRACTOR is a partnership firm when it is dissolved or reconstituted and/or.
- h. If the CONTRACTOR makes default in or fails to comply with any of the terms and conditions set forth in this Contract and/or.
- i. If the CONTRACTOR's work found unsatisfactory in the opinion of the Chief General Manager, West Bengal Telecom Circle in accordance with the Expression of Interest.

The CONTRACTOR shall there upon pay to the Chief General Manager, West Bengal Telecom Circle, in addition to any sum or sums of money which the CONTRACTOR may be liable to pay under the provisions herein before stated, such sum as the Chief General Manager, West Bengal Telecom Circle may decide to be reasonable compensation for loss or inconvenience caused.

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The amount of the sum for such breach on the part of the CONTRACTOR will be fixed by the Chief General Manager, West Bengal Telecom Circle and shall be final and conclusive against the CONTRACTOR.

23. All the SECTIONS of the Expression of Interest constitute integral part of this Agreement.

24. The CONTRACTOR, shall, at all times indemnify the PURCHASER from/against all actions, suits, proceedings, damages' claim, demands whatever, resulting from or arising out of, or in any way connected with, or incidental to the operations caused by the Contract Documents.

25. During the performance of the work, the CONTRACTOR shall, at his/its own cost and initiative, fully comply with all applicable laws of the land including bye-laws, rules, regulations, orders or other provisions having the force of law, made / promulgated or deemed to be made or promulgated by the Government or other Civic Authorities.

IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribed their respective hands and seals the day month and year first above written.

for and on behalf of

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

for and on behalf of

M/s

SIGNED SEALED AND DELIVERED by the above named parties at Calcutta in the presence of:

Witness 1:

Witness 1:

Witness 2:

Witness 2:

**Expression of Interest from Leading System Integrator for Empanelment to Supply,
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**Annexure - E
Declarations**

It is declared that I, Sri/ , being the Bidder Authorized Signatory/Authorized Supplier/ Proprietor/ Manager of :M/s..... of (address of the Bidder), have gone through and understood all the Terms & Conditions laid down in the Expression of Interest document no. WBTC/EB/EOI/SI/2017 dated 16-08-2017 and would abide by the same terms and conditions throughout the period of contract.

I, hereby also agree to execute a “Contractual Agreement” with the purchaser based on all the terms and conditions laid down in the Expression of Interest Document no. WBTC/EB/EOI/SI/2017 dated 16-08-2017 in the event of being selected as a successful Bidder.

Signature with date

Name in block letters

Seal of the Company

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Annexure - F
Information about the Bidders
(To be submitted along with the Expression of Interest)

1.	Name of the firm	
2	Registered Address	
3	Contact Phone numbers	
4	Fax number	
5	Name of the sole Proprietor or name of the Partners / Directors	
6	Name of the person authorized to execute contractual agreement and the capacity in which he is authorized	
7	Permanent Income Tax no	
8	Sales Tax Regn. no	
9	Are you a Authorized System Integrator/ Partner for OEM'S products ?	
10	Have you done any similar Wide Area Networking project in the state of West Bengal? If yes enclose order copy	
11	How long do you marketing WAN EQUIPMENTS of the same manufacturer?	
12	State the no. of installations sites you have in West Bengal with documentary evidence	
13	Detail of manpower in Customer Support & mtce at each district headquarters of West Bengal	
14	A list (with full address) of prominent organization where you have supplied similar products	

Signature with date

Name in block letters

Seal of the Company

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Dated 18th August 2017 at Kolkata

EB Cell, WBTC

Signature of the Bidder
 With Seal and Date

**Expression of Interest from Leading System Integrator for Empanelment to Supply,
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Annexure - G
FORMAT OF THE BANK GUARANTEE
(To be typed on Rs.100/- or as applicable non-judicial stamp paper)
(To be submitted during signing of agreement for empanelment as SI)

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 _____ (may be suitably changed in case of proprietorship/Partnership/LLP/Individual) (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"), represented by the AGM(EB-II), WBTC BSNL having his office at C.T.O BLDG., E. B. CELL ,8 RED CROSS PLACE , GND FLOOR ,KOLKATA – 700 001, whereby BSNL has agreed to empanel System Integrator (SI in short) for execution of customized 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:

1. We, _____ (hereinafter called "the Bank") do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the System Integrator has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum of Rs..... /- (Rupees.....only) or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it compel the Bank to pay the same.

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

3. We, the Bank further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect for the period up to five and half years from the date of commencement of the agreement or the term of this guarantee whichever is later.

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EB Cell, WBTC

Dated 18th August 2017 at Kolkata
Signature of the Bidder
With Seal and Date

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But if the period of the said agreement is extended either pursuant to the provisions in the said Agreement or by mutual agreement between the System Integrator and the BSNL, the Bank shall renew the period of the Guarantee for such period which expires 6 (six) months after the renewed period of the said agreement failing which it shall pay to the BSNL the said sum of Rs...../- (Rupees.....only) on written demand by BSNL demanding the payment of the above sum.

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

5. The Bank further agrees that in case this Guarantee is required for a larger period and it is not extended by the Bank beyond the period specified above in Clause 3, the Bank shall pay to BSNL on written demand by BSNL having to demand the payment of the said sum of Rs./- (Rupeesonly) on the last day on which the Bank Guarantee is due to expire.

6. Notwithstanding anything herein contained;

a. The liability of the Bank under this guarantee is restricted to Rs./- (Rs.only) and it will remain in force for a period ofdays i.e. up to _____.

b. The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before _____.

7. The Bank guarantees under its constitutional power to give this guarantee and _____ who have signed it on behalf of the Bank have authority to do so.

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

Expression of Interest from Leading System Integrator for Empanelment to Supply, Installation and Commissioning of Network System Solution and other new Services

Annexure – H
List of Documents to be submitted along with the Expression of Interest

Sl No	Item	Remarks
1	Networking System Solution General Compliance (Annex. A)	
2	Bidder's Qualification Form (Annex B)	
3	Declaration Forms (Annex. E)	
4	Information about the Bidders (Annex. F)	
5	ISO 9001:2000 certificate. (for support facility including Kolkata)	
6	Attested copy of latest Income Tax Pan No Certificate.	
7	Attested copy of GST Registration Certificate	
8	Attested copy of Refundable Security Deposit in the form of BG as per clause no B5 of Section B	
9	Credentials regarding experience as per clause B-6 (m) of Section B.	
10	Proof of Annual turnover for last two financial years as per Clause No (o) Under B6 of section B	
11	List of important customers with documentary evidence	
12	Details of Maintenance and support infrastructure in Calcutta and in India as per clause B6 of Section B	
13	Undertaking for providing comprehensive support for minimum 2 years after warranty period of 3 years as per clause B 6 of Section B	
14	Manufacturer-ship /Authorized System Integrator-ship certificate	
15	Attested copy of Power of Attorney, if any	
16	Attested copy of Partnership Deeds, if any	

**Appendix-A
Self Declaration / Letter of Intent and Consent
For the Empanelment of existing System Integrators in other Circle/Units**

**TO
CGMT,
-----Circle,**

SUBJECT: Request for Empanelment as Circle/National SI

As per the “Guidelines on Establishment of Customer’s Private network on Turnkey basis through System / Network Integrator (SIs)” of BSNL for providing turnkey solutions to its enterprise customers the existing System Integrators (SI) may request for the empanelment in other Circles. In this regard, it is submitted,

(i) That, my firm/organization/company, -----(herein after called applicant), is already empanelled as a System Integrator in – (Name of Home Circle)-----Circle as National/Circle Level System Integrator.

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

(iii) That, the applicant is eligible under this policy to be empanelled as National/Circle SI.

(iv) That, the applicant on appointment as SI, would abide by the procedure as decided from time to time by BSNL and its officers in executing the network assignments as approved for the purpose.

(v) It is declared that the intended additional empanelment in your Circle would not affect the quality and speed of the works in my existing empanelled Circle.

(vi) It is well understood, that Enterprise Business leads are of utmost importance and has got commercial value for BSNL and would not be mis-utilised in any form which may be detrimental to the Business interests of BSNL.

(vii) That the quotes given by me against the queries of BSNL would be firm and to be abided by me.

(viii) That, the acceptance of my offer against any goods or services would be at the sole discretion of BSNL and my Company would have no claim or right on any business.

(ix) That all the terms and conditions as applicable to me in my home Circle of empanelment would be enforceable in your Circle mutatis mutandis.

(x) That, the policy is non exclusive in nature and the applicant can’t claim any right to any business, customer, area or product etc.

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(xi) That, the applicant is aware of the empanelment is mutual and can be cancelled by either side on a due notice as per policy of BSNL.

xii) The applicant authorizes existing Home Circle Head to have lien on the BG submitted by me for any non performance committed in your Circle. For this purpose CGM of home Circle would act as per the advice of your Circle.

(xiii) The applicant is well aware that if at any stage/juncture it is established that the applicant as SI has misrepresented BSNL and acted in a manner detrimental to the business interests of BSNL, BSNL would be free to make good its losses from the applicant without prediuce to any other legal remedies it may have.

Dated:

At: (-----)

Copy: CGMT, (Home Circle),.....__