



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

No: CGMT/UPW/EB/E0I/2023-24

Dated at Meerut,/...../2024

EXPRESSION OF INTEREST (EoI)

For

**Empanelment of System/Network Integrators(SIs) for
Establishment and Maintenance of Customer's Private Network on
Turnkey Basis**

**Enterprise Business Cell,
UP WEST TELECOM CIRCLE
Meerut-250001**

Price: Rs.2360/- (Non-refundable)(Including 18 %GST)

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**BHARAT SANCHAR NIGAM LIMITED****(A Government of India Enterprise)**

O/o Chief General Manager Telecom, UP West Telecom Circle, Shastri Nagar,
Meerut, UP West – 250001

SECTION-I**NOTICE INVITING FOR EOI (EXPRESSION OF INTEREST)**

No: CGMT/UPW Circle/EB/E0I/2023-24

Dated at Meerut, the:/...../2024

NOTICE INVITING EOI (EXPRESSION OF INTEREST) For Empanelment of System/Network Integrators(SIs) for Establishment and Maintenance of Customer's Private Network on Turnkey basis.

Sealed EOIs are invited by the Chief General Manager, UP West Telecom Circle, Meerut-250001, on behalf of CMD BSNL from eligible Consultantss for Empanelment of System/Network Integrators (SIs) for establishment and maintenance of Customer's Private Network on Turnkey basis. The empanelment shall be applicable for a period of five year.

1.	Name of Work	Empanelment of System/Network Integrators (SIs) for establishment and maintenance of Customer's Private Network on Turnkey basis .
2.	Cost of the form	Rs.2360/- (non-refundable) (Including GST 18%) To be submitted in form of Demand Draft (DD) from any scheduled bank drawn in favor of AO (Cash) o/O CGMT, UP West Telecom Circle, Meerut , payable at Meerut.
3.	Sale of form	Can be downloaded from www.upw.bsnl.co.in
4.	EMD/EMBG to be deposited along with Application form	<ul style="list-style-type: none"> i) For National SI - Rs. 15,00,000 /- (Rupees Fifteen Lakh only) in the form of Bank Guarantee from any scheduled bank. ii) For Circle SI – Rs.3,00,000/- (Rupees Three Lakh only) in the form of Bank Guarantee from any scheduled bank. iii) For Circle Silver SI – Rs. 50,000/-(Rupees Fifty thousand only) in the form of Bank Guarantee from any scheduled bank or a cash receipt. iv) For BA Silver SI – Rs. 25,000/-(Rupees Twenty-Five thousand only) in the form of Bank Guarantee from any scheduled bank or a cash receipt. <p>Validity of Bank Guarantee in above four cases – One year..The format of Bank Guarantee is attached as Annexure-IV</p>
5.	Last date and time of submission of applications (EOIs)	Open Ended
6.	Receipt of EOI	EOI Opening & Evaluation
7.	EOIs Received up to end of a quarter	Normally EOIs Shall be opened and evaluated on quarterly basis (Ex: EOIs received from Jan to Mar shall be evaluated from 1st April onwards). However, BSNL reserves right to open EOI(s) as per its requirement.

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8.	Issuing Office	Enterprise Business Cell, O/o Chief General Manager, UP West Telecom Circle, Shastri Nagar, Meerut-250001 or through Website https://www.upw.bsnl.co.in
9.	Notice Number of calling application	No.: CGMT/UPW Circle/EB/EOI/2023-24 Dated at Meerut the/...../2024

The agencies willing to get empaneled may apply in the prescribed form for empanelment which is available on <https://www.upw.bsnl.co.in>. This can be downloaded and submitted along with **cost of document Rs.2360/- in the form of DD in favor “AO (Cash), BSNL O/o CGMT, UP (W) telecom circle, Meerut”**, payable at Meerut. This empanelment is First Come First Served basis(FCFS) i.e. as the documents received from interested company/Vendor, shall be processed.

EOI documents should be submitted/Uploaded duly signed and in duly sealed cover with clear superscription **“EOI for Empanelment of System Integrator”** addressed to **AGM (EB), O/o Chief General Manager, UP West Telecom Circle, Shastri Nagar, Meerut-250001** along with the necessary documents.

10. List of documents to be submitted as part of the proposal:

- 10.1 Copy of the Certificate of Incorporation, Article of Association & Memorandum of Association and company's profile.
- 10.2 List of Directors including their names(s) and address(es) alongwith contact telephone numbers, DIN of each director & CIN of the company.
- 10.3 Certified True copy of Board's/ Management's resolution in favour of authorized Signatory. Or Power of Attorney attested by Notary with signature of all directors Or proprietor self-declaration with registration details..
- 10.4 Specimen signature along with initials of the authorized official duly attested by Company's/authorized signatory's Banker.
- 10.5 Audited Annual Report for last two years (2021-22 & 2022-23) of the company, in case printed copy is not available then copy of the same duly certified by the Company Secretary/ Director/ Managing Director of the company/Authorized Signatory of the company.
- 10.6 Turnover certificate for last two years (2021-22 & 2022-23) along with balance sheets from the company's Auditors/ CA mentioning the field of turnover as required under the eligibility conditions.
- 10.7 Positive net worth certificate of last two years (2021-22 & 2022-23) duly certified by CA as per the required eligibility conditions.
- 10.8 Experience Certificates or Project Completion Certificates Or Copies of Work Orders/Contracts/ Agreements/Purchase Order along with copies of Invoices and TDS certificate or any other verifiable documents, supporting / substantiating his experience, issued by the end customers or by any licensed Service Providers/ Carriers/Operators through whom said services have been offered to the customers as required under the eligibility conditions.
- 10.9 Copy of GST/TIN registration certificate/ PAN Card.

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- 10.10 Undertakings, in support of company not being a Licensed Service Provider to provide Basic services/ Cellular Services/ Internet services/ Unified access services/ NLD services anywhere in India.
- 10.11 A declaration that Consultants ready to undertake a pilot project at his own cost if so desired by BSNL or the customer.
- 10.12 A self – certification regarding Consultants Company does not have substantial equity stake (10% or more) or vice versa in / of any Basic services/ Cellular Services/ Internet Services/ Unified Access Services/ National Long distance Services operating company (ies) in India or their promoters.
- 10.13 Non-Disclosure Undertaking (NDU), duly notarized on non-judicial stamp paper of Rs.100/- (NDU format enclosed in Appendix-E).
- 10.14 Contact details i.e. Name, mail id, phone no., mobile no., fax no. of a responsible person for liaisoning in this matter.
- 10.15 Complete details of software products with specifications & features, prospective clients etc.
- 10.16 Letters of support from OEM or through its dealer/associate stating that the solution /equipment will be supported at all standard platforms for minimum two years and as per customer's requirement.

Asstt. General Manager (EB),
O/o Chief General Manager, UP West
Telecom Circle, Shastri Nagar,
Meerut- 250001
agmlcupw@@gmail.com

SECTION-II

INTRODECTION

- 1 Bharat Sanchar Nigam Limited (BSNL) is a major Telecommunication Service Provider in India. BSNL offers all kinds of telecommunication services like Basic (both fixed and wireless), Cellular, Satellite, Data, National Long Distance, Internet etc. Keeping pace with the technological trend to provide latest and varied value added services to its customers, BSNL has also deployed state of art Multi-Protocol Label Switching (MPLS) based Virtual Private Networks (VPN) for providing data connectivity to its customers.
- 2 The basic objective of this EOI is to enable BSNL to provide complete end-to-end solution to its esteemed customers. BSNL requires the services of System/Network Integrators, who will be responsible to supply network equipment, configuration and integration with existing network, operation, maintenance and support to customers including co-ordination with concerned agencies. The components involved in the network design are decided according to the requirement of the customer and the equipment available with limited vendors.
- 3 Some of the Customers are also inviting bids through open tender for setting up of WAN for them. In order to acquire the new business, BSNL, UP WEST Telecom Circle has to participate and compete in the tender with other service providers. In such cases also BSNL requires services of System Integrator, who will be responsible to supply network equipment, configuration and integration with existing network, operation, maintenance and support to customers including co-ordination with concerned agencies. The successful Consultants/vender should not enter into any agreement with other competitors of BSNL in this regard for the same work.
- 4 For the empanelment of System Integrators, a Standing Committee has been constituted in UP WEST Telecom Circle for procurement of equipment/empanelment of equipment suppliers / Network Integrators required for execution of turnkey projects.
- 5 The Standing Committee constituted will finalize the list of equipment normally required for such projects along with details of reputed OEM/Vendors. The committee may invite offers from OEM/Vendors/Network Integrators from open market for major equipment taking into account pre-qualifying factors such as Vendors Annual Turnover, supply performance during last two years (2021-22 & 2022-23), Ability to supply equipment within short period, Commitment to maintain the equipment etc.
- 6 Based on pre-qualification parameters, the Standing Committee shall empanel Vendors/OEMs/Authorized Channel Partners of OEMs for each make & model for various networking products like Computers, Computer related software & peripherals, servers, Modems, Routers, Remote Access Servers, LAN Switches, ISDN backup devices, EPABX, MUX, CCTV, Video Conferencing, Biometric, RFID, Vehicle Tracking, Messaging Devices etc.
- 7 The panel of vendors and System Integrators finalized by the committee shall be approved by CGM of the Circle. For participation in any bid for execution of the project, the Standing Committee shall invite sealed quotations from the empaneled vendors/Integrators for various types of equipment for finalization of the rates. The quotation shall specify validity of prices, delivery period, penalty, AMC etc. The rates for such equipment shall be finalized after observing all the formalities. Depending upon the requirements, Purchase Order could

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be placed on the empaneled vendors at the finalized rates. However, before placement of Purchase Order, reasonableness with reference to prevailing market price shall be ensured.

- 8** For participation in Projects through open tender, in order to be competitive, Standing Committee shall explore the best rates with the empaneled vendors.
- 9** It may not be possible to fix the prices of all the items as depending upon the requirement of the customers, there may be slight variations in the specifications. The Standing Committee could invent the best prices of such items with the selected vendors and place orders on any of the empanelled vendor at such price.
- 10** In a situation when the customer desires to expand the existing network, the procurement of add on equipment becomes proprietary in nature. Keeping in view the requirement of the customer and the fact that ultimately the customer will be paying for the cost of equipment, this Standing Committee may finalize the prices of proprietary equipment as above.
- 11** A number of network/system integrators (SIs) are keen to join hands with BSNL for participating against a specific tender or for networking requirements of the enterprise customers and for the projects BSNL needs to execute for various customers. Such Network Integrators/solution providers (SIs) can be empanelled by the Standing Committee based on various factors such as Past experience in Networking, Financial strength, their level of presence in the country, their tie- up with various Networking equipment suppliers etc.
- 12** When any turnkey project is to be executed, bids can be obtained from the pre-qualified Consultantss and work awarded to any of them after following normal selection procedure. The AMC can also be awarded to them for maintenance of end equipment at customer premises. The agreement/MOU with Network Integrators can be made with/without supply of equipment.
- 13** BSNL shall encourage SIs to bring on board more and more customers on behalf of BSNL. SI who makes all efforts in On-boarding the customer shall be extended all out support. The efforts of SI shall not be undermined in bringing the customer on board may it be a Government or Private and involves continuous visits presentations and perusals at different levels and to appreciate the same and in order to give an edge to such SIs (Incumbent SI), who nurtured the business, shall be given a choice if he is eligible and can meet the competition by way of providing "First Right of Refusal" at the L1 rates, determined by existing sealed bid method from the eligible sources.
- 14** In case the incumbent SI is non L1 and chooses not to accept L1 rates, the L1 SI/Vendor has to work on his quoted rates. In case L1 SI/Vendor refuses to work, then he shall be debarred for one year to participate in tender from date of refusal, along with other penal actions under empanelment.
- 15** Option shall be given to prospective/existing customers that they can source their equipment from market or through approved vendors of BSNL. In case they opt for BSNL option, the cost of equipment (CAPEX/OPEX /Mix thereof) will be paid by them to BSNL and in turn, BSNL shall make similar terms of payment with SI.
- 16.** For execution of projects under Single Window approach, DE/SDE rank Officer at BA level shall be nominated as Single Point of Contact (SPOC) who shall act as the interface with the customer for all activities such as issue of demand note, collection of payments, customer support, coordination with customers etc.

17. The Network Integrators shall be categorized as National System Integrators/Circle System Integrators/Circle-Silver System Integrators /BA-Silver System Integrators. Basic structure and scope would be as below:

17.1 Model Criterion:*Table-A*

Category of SI	Basic Criteria		Booking of Business	Delivery of Business
National	Turnover	₹ 20 Cr.	Any business of the Circle/Unit	PAN India
	Experience	₹ 10 Cr.		
	Performance Bank Guarantee (PBG)	₹ 15 Lakh		
Circle	Turnover	₹ 3 Cr.	Any business of the Circle/Unit.	Anywhere in Home Circle including adjoining Circles or any three Circles
	Experience	₹ 1.5 Cr.		
	Performance Bank Guarantee (PBG)	₹ 3 Lakh		
Circle- Silver	Turnover	₹ 20 Lakh	Any business of the Circle with SI Component value up to Rs. 50 lakh per project / Annum.	Anywhere in Home Circle or part of Home Circle.
	Experience	₹ 10 Lakh		
	Performance Bank Guarantee (PBG)	₹ 50,000/-		
BA Silver	Turnover	₹ 10 Lakh	Any Business of the BA with SI Component value up to Rs. 25 lakh per project / Annum.	Anywhere in Home BA Including adjoining BAs or three BAs
	Experience	₹ 5 Lakh		
	Performance Bank Guarantee (PBG)	₹ 25,000		

Note: (i) Turnover = Average Annual Turnover for last two financial years as per P & L Account/ITR.

(ii) Experience = Experience in supply, installation, integration and maintenance of networking equipment/ solutions/ services for WAN/ LAN/ IT Services, end user connected equipment(wired/wireless) like Wi-Fi, blue-tooth, IoT or non- IoT devices / CCTV etc. For this CA Certificate or Experience Certificates are to be submitted.

(A) National SIs:

- Once an SI is empanelled in National Category in any of the Circle, it will be deemed to be empanelled in other Circles also for projects having total SI Component values Rs.1Cr and above.
- Circles to invite quotes from all such National SIs along with their locally empanelled SIs through e-tendering. List of such National empanelled SIs shall be taken from EB Portal or any other subsequently available IT Tool.
- However, such National SIs shall be free to decide whether to work or not in Circles where the SIs have not empanelled (Other than Home Circle and Non-Consented Circles).
- A National SI can also get empanelled in other Circles with a consent letter (Appendix-A). In that case the concerned Circle(s) (Consented Circle/s) will invite bids for value below Rs.1Cr also from such National SIs.

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- (v) National SIs empanelled at their initial/first empanelment Home Circle / Units are eligible for projects having SI Component values below Rs.1Cr also.
- (vi) National SIs will not be required to submit PBG of Rs. 15 Lakhs in Circles other than home Circle.

(B) Circle SIs:

- (i) A Circle SI can become SI of any other Circle(s) of its choice on submitting a consent letter (Annexure-VI) as above with an additional BG of ₹1 Lakh per Circle, provided such SI is meeting the SI eligibility criteria of that Circle(s).
- (ii) If a particular Circle, even with its best efforts, is not able to empanel, sufficient number of SIs, case for relaxing the eligibility conditions can be sent to Corporate Office for approval with due justifications and not on case-to-case basis.

(C) Circle-Silver/ BA SIs:

The eligibility criterion for Circle-Silver/BA category can be relaxed by CGMs for the applicants such as qualified Engineers, experienced telecom/IT professionals etc.

SECTION-III

SCOPE OF WORK

The General Scope of Work is given below.

1. The System Integrator failing to perform any obligation(s) under the agreement.
2. The System Integrator failing to rectify, within the time prescribed, any defect as maybe pointed out by BSNL
3. Non adherence to SLA which BSNL has committed to customer.
4. The System Integrator Limited going into liquidation or ordered to be wound up by competent authority.
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 months 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.
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. 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.
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.
9. Design of the entire WAN, supply, Installation, commissioning of the required network components like Routers, Switches, Leased line Modems, servers, PCs and other items required for the provisioning of the requirements given by the customer. If required, by the customer, any existing LAN should be integrated with the proposed WAN.
10. The smooth functioning of the various applications and software provided by the customer should be ensured.
11. Smooth Data connectivity between the WAN Connected Premises and the Central Location is to be ensured.
12. Software upgrades for the networking components such as routers, switches etc. should be done free of cost for the period which may be mutually agreed to by BSNL and the empanelled SI on a project to project basis.
13. Maintenance, Support Services, Annual Maintenance Contract etc. in respect of equipments supplied to the customer.

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14. The modus-operandi of various types of possible sales is as mentioned below. It will be based on the criteria that who is Lead Consultants to the customer, SI or BSNL.

15.1 LEAD CONSULTANTS: SI:

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. BSNL will only be responsible for BSNL portion of services. For Customers requirements of non-BSNL products / services, the SI will be directly dealing with the party and receiving the payment. BSNL will not come in picture; hence will not be responsible for the same. A discount of 5% on the total bandwidth charges may be paid to the SI depending upon the nature of the project in this situation. This discount will be at sole discretion of the BSNL.

15.2 LEAD CONSULTANTS: BSNL (WITHOUT TENDER):

Quotation from the SI will be taken and the same will be quoted to party after taking relevant taxes into consideration. The SI will furnish a certificate to BSNL that the charges made to customers for customer's requirement are fair and reasonable. No discount on the band width portion will be payable to SI.

15.3 LEAD CONSULTANTS: BSNL (BY TENDER/COMPETITIVE BIDDING PROCESS) :

Limited enquiry among the panel of SI's will be called for as per the customer requirement. BSNL will quote the rates as per the market conditions, keeping in consideration the rates quoted by L1 Consultants. The L1 Consultants will be awarded the work. Once payment is received it will be given back to the party as per payment terms / PO conditions. No Discount on the bandwidth portion will be applicable.

16. The indicative technical specification of customer's end Equipments included in Annexure-VII

17. Eligibility Criteria for Empanelment:

The EoI is of Non-exclusive, walk-in type and open for all eligible categories :

17.1 Detailed Eligibility and Operational Criteria of SI : Table-B

Sl. No.	National SIs and Circle SIs	Circle-Silver SIs and BA- SIs
(i)	SI or its parent company should be a company /LLP/Partnership firm, registered in India.	SI may be a company / LLP / Partnership firm / proprietor firm registered in India.
(ii)	The SI should have a valid GST registration certificate as applicable.	
(iii)	<p>A. SI shall be required to submit additional project-wise PBG value as per instructions issued from time to time.</p> <p>B. However, for the projects of <u>Home Circle/BA</u> only, no additional PBG shall be required to be submitted by the SIs till such time the main PBG submitted by the SI remains sufficient to take care of all the PO values cumulatively.</p> <p>C. The Home Circle/Unit would only be authorized to forfeit/withhold SI's PBG on the advice of any other Circle(s) based on the SIs performance, if any.</p> <p>D. In tender cases, SI shall submit EMD/PBG as per customer requirement on back-to-back basis. Also, CBB Cell Letter No.- 53/1/BFCI-BA/BG Limit Auth./2020-21, dated 28.08.2020 & 53/1/BFCI-BA/BG Limit Auth./2022-23, dated 13.10.2022 or any latest instructions are to be referred in the subject matter.</p>	
(iv)	SI shall be a direct owner of technology or have a direct teaming agreement with each of technology companies directly or with their authorized	SI shall have tie up and technical arrangement directly with the technology company or thorough its authorized dealer whose equipment

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Sl. No.	National SIs and Circle SIs	Circle-Silver SIs and BA- SIs
	channels that form the core building block for supply, installation, integration and maintenance of networking equipment/ solutions/ services for WAN/ LAN/ IT Services, end user connected equipment (wired/wireless) 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, Wi-Fi, blue-tooth, IoT or non- IoT devices, CCTV etc. and basic computer related software etc.	has been used in delivery so as to ensure long term support to the core building block for supply, installation, integration and maintenance of networking equipment/ solutions/ services for WAN/ LAN/ IT Services, end user connected equipment (wired/wireless) 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, Wi-Fi, blue-tooth, IoT or non-IoT devices, CCTV etc. and basic computer related software etc.
(v)	The SI should provide letters of support from OEM or its authorized channels of OEM stating that their solution will be supported on the platform proposed by SI for minimum two years and as per customer requirement.	The SI should provide letters of support from OEM or through its dealer/associate stating that the solution/equipment will be supported at all standard platforms for minimum two years and as per customer requirement.
(vi)	SI shall provide 24X7 help center either web-based or IVR based. SI shall ensure consultation, assistance and advice within four hours or as defined in SLA entered with customer. In other cases, complaint may be attended within eight hours.	SI shall maintain 24X7 help number. SI shall ensure consultation, assistance and advice within four hours or as defined in SLA entered with customer. In other cases, complaint may be attended within eight hours.
(vii)	The technical team of SIs will assist BSNL in coming out with the cost- effective solution for the customers and will be required to give joint presentation with BSNL to customers.	
(viii)	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.	
(ix)	SI shall support SLA requirements of BSNL customers and ensure its compliance. In case SLA commitments are not met, SI shall be responsible for payment of penalties, if any, imposed by the customer.	
(x)	Validity of the empanelment agreement shall be Five years, with provision of renewal for another two years, based on performance.	
(xi)	SI cannot be a TSP/ISP, and If any SI after registration becomes TSP/ISP then the SI agreement will be cancelled. Accordingly, previously empanelled SIs also to be reviewed.	
(xii)	CPNE guidelines are meant for EB Customers only and not applicable for "Last Mile Connectivity" which requires laying of OFC, RF equipment etc. for BSNL's own Infrastructure.	

17.2 Categories, Basic Criteria and scope of Service:

Table-C

Category of SI	Basic Criteria		Booking of Business	Delivery of Business
National	Turnover	₹ 20 Cr.	Any business of the Circle/Unit	PAN India
	Experience	₹ 10 Cr.		
	Performance Bank Guarantee (PBG)	₹ 15 Lakh		
	Turnover	₹ 3 Cr.		
	Experience	₹ 1.5 Cr.		

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Circle	Performance Bank Guarantee (PBG)	₹ 3 Lakh	Any business of the Circle/Unit.	Anywhere in Home Circle including adjoining Circles or any three Circles
Circle- Silver	Turnover	₹ 20 Lakh	Any business of the Circle with SI Component value up to Rs. 50 lakh per project / Annum.	Anywhere in Home Circle or part of Home Circle.
	Experience	₹ 10 Lakh		
	Performance Bank Guarantee (PBG)	₹ 50,000/-		
BA Silver	Turnover	₹ 10 Lakh	Any Business of the BA with SI Component value up to Rs. 25 lakh per project / Annum.	Anywhere in Home BA Including adjoining BAs or three BAs
	Experience	₹ 5 Lakh		
	Performance Bank Guarantee (PBG)	₹ 25,000		

17.3 Further, depending on the category of participation vide clause 15.2 Sec-III, documents in support of eligibility criteria are to be submitted as follows:

Table-D

Sl.No	Eligibility Criteria	Document to be submitted
	Network/System integrator should be a Public Limited or a Private Limited, registered in India to participate in National/Circle/BA Category	
17.3.1	For Circle-Silver Category,/BA Silver Individual/Proprietor/partnership Concern/LLP/Company and registered as per commercial laws	(a) Certificate of Incorporation (b) Memorandum and Articles of Association. (c) DIN of all Directors (d) Latest Annual report (e) Relevant document for (f) Individual/Proprietor/Partnership Concern/LLP/Company
17.3.2	Network/System Integrator shall be an IT/Networking company	Relevant supporting document
17.3.3	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, routers, LAN Switches/hubs, firewall, leased line modems, ISDN back up devices, CCTV, Video Conferencing, Biometric, RFID, Vehicle Tracking, Messaging Devices connectors etc., and basic computers related software etc.	(a) Letters from OEM (Original Equipment Manufacturer) stating that they will support the product/solution through the network/System Integrator for minimum two years. (b) If the SI is a manufacturer of the product then Registration certificate from State Director of Industries or from Secretariat for Industrial approval from Ministry of Industries Government of India.
17.3.4	Network/System Integrator should be ISO9001:2000 certified for services	ISO Certification

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17.3.5	Network/System Integrator should have 24*7 help centre either web based or IVR based	Relevant Supporting Document as the product then Registration per Category of participation.
17.3.6	Turnover (for IT/networking business) for last two years should be submitted depending category of participation.	Director of Industries or form.
17.3.7	Minimum experience of WAN Implementation on turnkey basis (As per category of participation)	(a)Self attested photo copy of P.O. (b)Self attested copy/copies of Satisfactory completion certificate from the end User/Customer.
17.3.8	Minimum Number of Support Centers: As per category of participation. Support centers within UP West	Addresses of the Support Centers with Fixed Line/Mobile Nos.
17.3.9	The near relatives of all BSNL Employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of BSNL.	Near Relative Certificate as Annexure-VIII

SECTION-IV

GENERAL TERMS AND CONDITIONS

1 Agreement

- 1.1 The selected System integrators have to sign an agreement with BSNL as per the format specified in the Annexure-V
- 1.2 The agreement is of non-exclusive nature. The agreement shall not restrict BSNL from contracting for identical or similar services from any other person /party. Also BSNL intends to empanel multiple number of SIs through this present empanelment process. BSNL reserves the right to appoint any number of SIs in this category or sell directly or through other channels also. BSNL also reserves the right to create other categories of SIs to serve a particular segment of customers.
- 1.3 **Duration of Agreement:**

This agreement shall be valid for a period of FIVE YEARS from the date of signing the Agreement unless revoked earlier for whatever reasons. If at any stage during the tenure of this agreement, it comes to the notice of BSNL, directly or through some other complaint, that the System Integrator had misrepresented the facts or submitted any false information or hidden any information, which could have affected the signing of this agreement with the System Integrator this agreement shall stand terminated immediately under intimation to the System Integrator.
- 1.4 **Extension of Agreement:**

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. After the expiry of initial agreement period of five years, BSNL reserves the right to refuse the request for extension, modify some/ all the clauses of the agreement.
- 1.5 **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.
- 1.6 **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

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connection with their business made in reliance upon or by virtue of this Agreement.

1.7 Suspension, Revocation or Termination of agreement:

1.7.1 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.

1.7.2 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: -

- a) The System Integrator failing to perform any obligation(s) under the agreement.
- b) The System Integrator failing to rectify, within the time prescribed, any defect as maybe pointed out by BSNL
- c) Non adherence to SLA which BSNL has committed to customer.
- d) The System Integrator Limited going into liquidation or ordered to be wound up by competent authority.
- e) 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 months 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.
- f) 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.
- g) 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.
- h) 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

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such inquiry.

1.8. Actions pursuant to Termination of Agreement:

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

- A. Neither Party shall represent the Other Party in any of its dealings.
- B. 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.
- C. Each party shall stop using the other Party's name, trademark, etc., in any audio or visual form.
- D. The expiration or termination of the Agreement for any reason whatsoever shall not affect any obligation of either Party having accrued under the Agreement prior to the expiration 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.

1.9. Performance Bank Guarantee:

Each empaneled SI's will need to submit Performance Bank Guarantee (PBG) of Rs 15 lakhs in the case of National Category, Rs.3 Lakhs for Circle Category, Rs.50,000/- for Circle-Silver Category and Rs.25,000/- for BA-Silver Category. PBG should be submitted before signing the agreement, for ensuring full compliance of agreement conditions. Initially, the PBGs shall be valid for at least five and half years from the date of signing of agreement (effective date) of the service and shall be renewed from time to time till the expiry of agreement and till all outstanding dues to BSNL, if any, have been fully paid and its claims are satisfied or discharged and also discharge of all responsibilities with regard to supply, configure and maintenance of customer end equipment for the full period of warranty / AMC as applicable. The validity of the PBG will be six months more than the project duration. The Project duration includes warranty and AMC, if any required by the customer.

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

1.10 Dispute Settlement :

1.10.1 In the event of any question, dispute or difference arising under this agreement or in

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connection there-with (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 BSNL UP West Telecom Circle. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.

1.10.2 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 BSNL, UP West Telecom Circle 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

1.10.3 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 for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The venue of the arbitration proceeding shall be the office as decided by CGM, BSNL, UP West Telecom Circle or such other places as the arbitrator may decide.

1.11 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 other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the agreement, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided Service under the agreement shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. The decision of BSNL as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive. However, the Force-majeure events noted above will not in any way cause extension in the period of the agreement.

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1.12 Penalty Clause :

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

- (a) Should the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5% of the value of the delayed supply for each week of delay or part thereof for a period up to first Ten weeks and thereafter at the rate of 0.7% of the value of the delayed supply for each week of delay or part thereof for another TEN weeks of delay. The total value of the liquidated damages as per above shall be limited to a maximum of 12% (Twelve percent) i.e. LD shall be levied up to 20 weeks only. In the case of package supply where the delayed portion of the supply materially hampers installation and commissioning of the systems, L/D charges shall be levied as above on the total value of the concerned package of the purchase Order. Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier. Further, the same shall not be challenged by the supplier either before Arbitration, Tribunal or before the Court. The same shall stand specifically excluded from the purview of the Arbitration clause, as such shall not be referable to arbitration.
- (b) The above clause is a general one. However if BSNL is participating in any tender, the LD clauses as given in the tender document of the customer will be binding of the system Integrator and any liquidity damages arising out of late delivery during the performance of the contract which BSNL need to pay to the customer shall be borne by the system integrator, as per the customer tender document.
- (c) BSNL may also deduct the amount at actual which BSNL needs to pay to the customer on account of non-adherence to SLA from System Integrators from balance payment or SD/BG, if due to the failure on part of System Integrators, BSNL could not meet the SLA condition.
- (d) Without prejudice to its rights of any other remedy, BSNL may encash Bank Guarantee in case of any breach in terms and conditions of the agreement by the System Integrator or in case of business loss suffered by BSNL due to failure of service on part of the System Integrator.

1.12.1 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.

1.12.2 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.

1.12.3 Whenever a new project is to be taken BSNL may float limited enquiry among

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empanelled system integrators .If the System Integrator submits the quote and if the work is awarded to the System Integrator, S.I. has to sign separate agreement with additional EMD/PBG as per customer requirement specified in the limited enquiry on back to back basis. If the S.I. fails to execute such an agreement and submit additional PBG as specified, BSNL may terminate the agreement and forfeit the present PBG submitted along with this agreement.

1.12.4 Also of the S.I. does not submit any quotation for such limited enquiry for three consecutive limited enquiries addressed to them, without any sufficient reason, the agreement is liable to be terminated and the PBG may be en-cashed by BSNL.

1.12.5 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.

1.13. Payment Terms :

1.13.1 The customer will make all payment including cost of bandwidth and Customer's End Equipments, their network on LAN / WAN etc. to BSNL (either in lump sum or in installment as the case may be). 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.

1.13.2 Normally, all the offers to the customer will be in the name of BSNL and by the BSNL.

1.13.3 Back to back payment arrangement will be there from BSNL to System Integrator for procurement, installation, configuration, commissioning, O&M of the equipment at the customer sites.

1.13.4 For each requirement of Customer's Private Network, BSNL will issue a purchase order (P.O.)/Work Order (W.O.) for non- BSNL portion to SI containing details of products/services along with agreed price, terms & conditions.

1.13.5 Payment to the System Integrator will be made in installments depending upon the payment that the BSNL will get from the Purchaser.

1.13.6 The AMC payment, wherever entered will be made on quarterly basis and after the expiry of quarter subject to fulfillment of Service Level Agreement (SLA) and maintenance schedule.

1.13.7 Depending on customer, market position, BSNL will be charging a commission/profit margin on the SI invoices value.

1.13.8 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. These payments will be made only after receipt of payment from the end customer.

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1.14 CONFIDENTIALITY OF INFORMATION & INTELLECTUAL PROPERTY

- 1.14.1 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.
- 1.14.2 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.
- 1.14.3 No person seeks such information other than is necessary, for the purpose of marketing of BSNL DATA SERVICES.
- 1.14.4 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.
- 1.14.5 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.
- 1.14.6 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.
- 1.14.7 This clause shall survive the termination or expiry of this Agreement.
- 1.14.8 Intellectual Property: The intellectual property rights of the solution offered to and implemented by BSNL shall be with the end customer. All documents, raw data, research, processes, technology, film, artwork, engravings, dies, paper tapes, magnetic media, programs, designs and inventions (collectively referred to as the "information") conceived of, collected, completed or produced in the course of performance of the contract by the System Integrator, for BSNL or provided to the System Integrator by BSNL shall be the exclusive property of BSNL and shall be kept confidential.
- 1.14.9 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.
- 1.14.10 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.
- 1.14.11 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.

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1.14.12 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.

1.15 Indemnification :

1.15.1 The System Integrator agrees to protect, defend, indemnify and hold harmless BSNL and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to: Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party;

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

1.15.3 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;

1.15.4 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.

1.15.5 The BSNL shall have no liability or obligation for any State or Local Govt. Levies / Taxes for providing services by SI under this Agreement.

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

1.16 Relationship

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

1.17 Near relative Condition :

1.17.1 The Company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative(s) is (are) posted. The Consultants should give a certificate that none of his/her near relative is working in BSNL UP West Telecom Circle. In case of proprietorship firm certificate should be given by the proprietor, for partnership firm certificate should be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/Financial Institution nominees and independent non official part time directors appointed by

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Government of India or Governor of the State. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage when it is so noticed. BSNL will not pay any damage to the company or firm or the concerned person. The company or the firm or the concerned person will also be debarred for further participation in tender/work in BSNL, UP WEST Telecom Circle.

The near relatives for the purpose are defined as:-

- a. Members of a Hindu Undivided family
- b. They are husband and wife
- c. The one is related to other in the manner as father, mother, son(s) & son's wife(daughter- in- law), Daughter(s) & daughter's husband (son- in- law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).

1.18 Risk Purchase :

- 1.18.1 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 vendors at the risk and cost of the contractor. Losses incurred by the third party, if any, due to this will be recovered from the original Contractor

1.19 Software Upgradation & Spares :

- 1.19.1 The software upgradation shall be provided free of cost by SI for the minimum period of first year or for higher period which shall be agreed by BSNL and the SI on a project to project basis. However, SI shall continue to provide software up gradation on chargeable basis for subsequent years.

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

1.20. Blacklisting:

As per conditions listed below the firm may be blacklisted:-

- (a) Misbehavior/threatening of departmental and supervisory officers during execution of work/tendering process.
- (b) Involvement in any sort of tender fixing.
- (c) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
- (d) Persistent and intentional violation of important conditions of contract.
- (e) Security consideration of the State i.e., any action that jeopardizes the security of the State.
- (f) Submission of false/fabricated/forged documents for consideration of a tender.
- (g) If the product partner Failure to meet quality standards, Non-compliance with regulations, Financial problems. Fraud or misconduct and Negative publicity of the firm. In the above

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circumstances, initially a warning letter will be issued to the firm. If the issue is not resolved within a month's time, a Strong warning letter will be issued with 2 weeks time for resolution and thereafter blacklisting procedure will be initiated, Blacklisting a product partner is a serious decision, and it will only be done after careful consideration of all the factors involve.

1.21 Exit Clause:

Either party may terminate the agreement by giving 60 days' notice. However, at the time of the exit, the Product partner will not have the right of removal of software and hardware integrated with BSNL for the continuity of service to the customer. However, product partner may be given an option to remove software and hardware after successfully migrating, at his own cost and risk, all services/customers to any other existing Product partner without impacting the service to the customers.

1.22 Service level Agreement (SLA) & Penalty:

- 1.22.1 Partner shall commit to appropriate laid down service levels as per a service level agreement (SLA) agreed with BSNL prior to going live, which shall inter alia define the criteria for planned maintenance downtimes, weekend downtimes, etc. as well as assured quality levels to be adhered to by the Service Provider. However, during working hours the entire system, including hardware must ensure 99.5% uptime, 24/7, failing which there will be a penalty @ 5% of the particular month's revenue. This will be deductible from the revenue share/performance guarantee paid by the Partner . However, if the downtime is more than 5% in a calendar month, the contract is liable to be terminated. System should be capable of generating reports regarding down time. Service Provider will provide mechanism for logging and recording of server down time, which should be acceptable to Clients, comes under this policy.
- 1.22.2 In case of any litigation arising due to defects in services/excess charges etc during the entire period of agreement with Partner , they will be solely responsible. Any damages/penalty awarded by any authority/customer will be deducted from the Payment of Partner or deducted from their PBG.

1.20 Set Off:

Any sum of money due and payable to Product partner under the Agreement or otherwise shall be appropriated by BSNL and the same may be set off against any claim of BSNL for payment of a sum of money arising out of the Agreement or under any other Agreement made by Product partner with BSNL.

SECTION-V

SPECIAL CONDITIONS OF THE CONTRACT

1. Provisioning of Service :

- 1.1** BSNL and SI will jointly address the network requirements of the customer along with any other services required by the customer.
- 1.2** For providing last mile connectivity to customer, BSNL will coordinate internally with all Agencies/ Departments (Like MTNL, regional officers of BSNL) to enable the same.
- 1.3** SIs will also conduct technical seminar for BSNL Officers to make them conversant about their product capabilities vis-à-vis customer requirement.
- 1.4** SIs will also provide relevant equipment free of cost for demonstrating the capability of solution, if the same is required by the customer. If any BSNL resource is required, then the same will be provided free of cost, at the discretion of BSNL.
- 1.5** SIs will also conduct CIC (Commercially Important Customer) meet and other promotional events for generating business / creating awareness about BSNL products and services along with their products in consultation of BSNL.
- 1.6** Whenever any SI's proposes to supply equipment's 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.
- 1.7** Empaneled SI can also be engaged by the other Telecom Circles of BSNL for providing support to customers.
- 1.8** Normally all offers to the customers will be made in the name of BSNL and by BSNL.
- 1.9** SIs will use their own distribution network.
- 1.10** Delivery of equipment's purchased through SI for the customers as per customers' requirements will be SI's responsibility at their cost. They are supposed to transfer the equipment's from the place of supply to their local office and then supply the equipment's locally to customers under proper receipt. Timely supply is SI's responsibility.
- 1.11** The Commissioning of WAN will be the responsibility of SI. The hardware and services required for Commissioning of WAN must be made available as per schedule given in PO. Normally the Commissioning of the project will be within six weeks from the date of Advance Purchase Order or as per customer requirements.

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1.12 Quotation once submitted to BSNL for a certain period shall remain current for that period. In case System Integrator back- tracks its rates or any terms and condition of the quotation, this will be treated, as breach of the faith and loss suffered by BSNL shall be recovered from the bank guarantee submitted by the System Integrator. In addition CGMT UP West Telecom Circle may also cancel the empanelment by giving 3 weeks' notice to the SI.

2. Maintenance support & Warranty :

- 2.1 Depending upon category of participation and empanelment for the customers serviced through SI, the SI shall provide to BSNL 24 hrs, 7 days a week helpdesk, either web based or IVR 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.
- 2.2 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.
- 2.3 SI will depute appropriate resources to monitor and manage the progress of the project.
- 2.4 SI should give onsite warranty of twelve months from the date of Commissioning. 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, whichever is earlier. After warranty support, SI should also provide the AMC of the Customer's End Equipment's, 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.
- 2.5 SI shall provide maintenance and support services to BSNL in respect of the Equipment for new customer sales.
- 2.6 SI shall carry out quarterly preventive visit to each WAN site, if the equipment's are under warranty or AMC with the SI.
- 2.7 Any sum of money due and payable to the SI shall be appropriated by BSNL and the same may be set off against any claim of BSNL for payment of a sum of money arising out of this Agreement or under any other Agreement / contract made by the SI with BSNL.
- 2.8 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.
- 2.9 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 such as
 - (1) Single window interface for all its requirements for provisioning, operation and after sales services.

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- (2) Fast provisioning of the services.
- (3) Reliable quality services during operations.
- (4) In case of fault, attending the same within reasonable period of time and with desired promptness.
- (5) For providing improved SLA to customers

3. Tariff :

- (a) 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 the SYSTEM INTEGRATOR shall not have any role assigned in that.
- (b) 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.
- (c) 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
- (d) The specific decisions so taken by the BSNL is for a particular case only and the System Integrator as Channel Partner is not authorized to quote the same to other parties unless and until the same has been authorized by BSNL.
- (e) In case of BSNL being lead Consultants 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.

SECTION-VI**INSTRUCTIONS TO CONSULTANTSS****1. Bid security (EMBG) :**

- 1.1 The bid security is required to protect the interest of BSNL against the risk of Consultants"s conduct, which would warrant the security"s forfeiture. The bid security is in the form of a Bank Guarantee it is to be issued by a scheduled bank in favor of BSNL valid for a period of 1 year from the date of Tender opening. A Bid not secured shall be rejected by BSNL as non-responsive at the Bid opening stage and returned to the Consultants.
- 1.2 The Bid Security of the unsuccessful Consultants will be discharged/ returned as promptly as possible as but not later than 30 days after the expiry of the period of the bid validity prescribed by the Purchaser.
- 1.3 The successful Consultants"s bid security will be discharged upon the Consultantss acceptance of the offer for signing the contract furnishing the Performance Security.
- 1.4 The bid security may be forfeited :
 - 1.4.1** If a Consultants withdraws his bid during the period of bid validity specified in clause 1.5 Sec-VI.
 - 1.4.2** In the case of successful Consultants, if the Consultants fails to sign the contract in accordance with clause 1.1 Sec-IV or to furnish performance security in accordance with clause 1.9 Sec-IV
- 1.5 Period of Validity of Bid: Bid shall remain valid for 150 days after the date of bid opening of Bids prescribed by BSNL. In case the day upto which the EOIs are to remain valid falls on/ subsequently declared a holiday or closed day for the Procuring Entity, the EOI validity shall automatically be deemed to be extended upto the next working day. **A bid valid for a shorter period shall be rejected by the purchaser being non-responsive**
- 1.6 In exceptional circumstances, the Purchaser may request the Consultants,,s consent for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause 1.1 Sec-VI shall also be suitably extended. The Consultants may refuse the request without forfeiting his bid security. A Consultants accepting the request and granting extension will not be permitted to modify his bid.
- 1.7 BSNL is not bound to accept any EOI and reserve the right to accept or reject any EOI, and to annul the empaneling process and reject all EOIs at any time prior to the award of the empanelment without assigning any reason(s) whatever and without thereby incurring any liability towards the affected participant(s) on this ground.

2. SUBMISSION OF APPLICATION :

- 2.1 EoI document can be downloaded from our web site <http://www.upw.bsnl.co.in> Separate **Demand Draft of Rs.2360/-**(cost of document) **payable at Meerut**, drawn any nationalized /scheduled Bank, in favor of **AO (Cash), BSNL O/o CGMT, UP (W) telecom circle, Meerut** - should be submitted along with the downloaded Document. The fee for the application is neither transferable nor refundable. The details of the application fee should be clearly mentioned in the application form.
- 2.2 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

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decides to terminate the process of short-listing for any reason whatsoever.

- 2.3 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.
- 2.4 The Consultants shall duly filled and signed in Annexure-I with documents as specified in Sec-I Clause-10 & Sec-VI Clause-3 (documents should be placed by Consultants as as specified in Sec-I Clause-10 & Sec-VI Clause-3 and annexure-I to X in properly sealed envelope) with signature and seal on each page. The Consultants shall also submit DD towards cost of EoI document as above and bid security. The copies of supportive documents/certificates should also be with signature and seal on each page.
- 2.5 If any one of the above documents required to be submitted along with EOI is found wanting, the offer may be liable for rejection at that stage. However, BSNL may at its discretion call for any clarification regarding the documents submitted by the Consultants. BSNL may also ask for submission of any additional/missing document within a stipulated time period. In such case(s), the Consultants shall have to comply the BSNL's requirement within the specified time. In case of non-compliance to such queries, the EOI of the Consultants will be out rightly rejected without entertaining further correspondence in this regard.
- 2.6 Consultants must fill and submit the EOI in the Formats in Part III - 'EOI Submission Formats'. EOI by the Consultant shall include inter-alia duly signed or digitally signed scanned copies of the original documents in pdf format.
- 2.7 The EOI is open ended; interested vendors may submit it as time suitable to them except holidays.

3. Documents :

The application should contain the following documents and duly signed:

- 3.1 Copy of the Certificate of Incorporation, Article of Association & Memorandum of Association and company's profile.
- 3.2 List of Directors including their names(s) and address(es) alongwith contact telephone numbers, DIN of each director & CIN of the company.
- 3.3 Certified True copy of Board's/ Management's resolution in favour of authorized Signatory. Or Power of Attorney attested by Notary with signature of all directors Or proprietor self declaration with registration details..
- 3.4 Specimen signature along with initials of the authorized official duly attested by Company's/authorized signatory's Banker.
- 3.5 Audited Annual Report for last two years of the company, in case printed copy is not available then copy of the same duly certified by the Company Secretary/ Director/ Managing Director of the company/Authorized Signatory of the company.
- 3.6 Turnover certificate for last two years along with balance sheets from the company's Auditors/ CA mentioning the field of turnover as required under the eligibility conditions.
- 3.7 Experience Certificates or Project Completion Certificates Or Copies of Work Orders/Contracts/ Agreements/Purchase Order along with copies of Invoices and TDS certificate or any other verifiable documents, supporting / substantiating his experience, issued by the end customers or by any licensed Service Providers/ Carriers/Operators through whom said services have been offered to the

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customers as required under the eligibility conditions.

- 3.8 Copy of GST/TIN registration certificate/ PAN Card.
- 3.9 Undertakings, in support of company not being a Licensed Service Provider to provide Basic services/ Cellular Services/ Internet services/ Unified access services/ NLD services anywhere in India.
- 3.10 A declaration that Consultants ready to undertake a pilot project at his own cost if so desired by BSNL or the customer.
- 3.11 A self – certification regarding Consultants Company does not have substantial equity stake (10% or more) or vice versa in / of any Basic services/ Cellular Services/ Internet Services/ Unified Access Services/ National Long distance Services operating company (ies) in India or their promoters.
- 3.12 Non Disclosure Undertaking (NDU), duly notarized on non judicial stamp paper of Rs.100/- (NDU format enclosed in Appendix-E).
- 3.13 Contact details i.e. Name, mail id, phone no., mobile no., fax no. of a responsible person for liaisoning in this matter.
- 3.14 Complete details of software products with specifications & features, prospective clients etc.
- 3.15 Letters of support from OEM or through its dealer/associate stating that the solution /equipment will be supported at all standard platforms for minimum two years and as per customers requirement.

EOI documents should be submitted/Uploaded duly signed and in a wax/tape sealed cover with clear superscription **"EOI for Empanelment of System Integrator" addressed to AGM (EB), O/o Chief General Manager, UP West Telecom Circle, Shastri Nagar, Meerut-250001** along with the necessary documents.

4. PROCEDURE FOR EMPANELMENT :

- a) An initial screening of all the applications will be undertaken by Screening Committee.
- b) The Screening Committee, after evaluation of the all the applications, if required, may recommend the name of the system integrators who could be called for presentation on a specified date, time and venue before the Standing committee. The presentation will comprised briefly on Company/firm Profile, Projects Undertaken for BSNL/ other organizations, companies, Agreements/Ties up with OEMs, Typical solution for Target Markets/ Customer requirements, Present & future Business opportunities in Chennai & BSNL etc.
- c) System Integrators will then be empanelled based on the various factors such as :
 - i. Past experience in Networking,
 - ii. Financial strength,
 - iii. Their presence in various parts of the country/Chennai.
 - iv. Their tie-up with various Networking equipment suppliers, etc.
- d) A panel of System Integrators will be selected thereon based on final ranking and will be issued a letter of award.

5. Duration Of Empanelment :

The agreement of Empanelment shall be valid for a period of FIVE YEARS from the date of signing the Agreement unless revoked earlier for whatever reasons. If at any stage during the tenure of this agreement, it comes to the notice of BSNL, directly or through some other complaint, that the System Integrator had misrepresented the facts or submitted any false information or hidden any information, which could have affected the signing of this agreement with the System Integrator this agreement shall stand terminated immediately under intimation to the System Integrator.

Extension of Agreement: The period of agreement may be extended by BSNL beyond the initial period of 5 years. The period of extension shall be ONE YEAR at one time depending on satisfactory performance of the empanelled System Integrator.

6. Method of Job Allocation:

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

SIs can also bring to BSNL its customers for providing networking requirement using BSNL's infrastructure. The following preference will be given to SIs who brings in the customers to BSNL, subject to their empanelment in desired category.

The SI who brings in customer to BSNL (incumbent SI) shall be given a choice by way of providing "First Right of Refusal" at the L1 rates determined by normal selection procedure if he is eligible. In case the incumbent SI is non L1 and chooses not to accept L1 rates, the L1 SI has to work on his quoted rates. In case of L1 SI refuses to work, then he shall be debarred for one year to participate in RFPs/quotation calls from date of refusal, along with other penal actions under empanelment.

7. Tax Indemnity clause:

BSNL has the right to recover Input Tax Credit loss suffered by it due to any mis-declaration on invoice by the supplier

8. Arbitration:

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually, the same shall be referred to Arbitration as provided here under.

- a. A party wishing to commence arbitration proceeding shall invoke Arbitration clause by giving 60 days notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
- b. The number of the arbitrators and the appointing authority will be as under :

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Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority
Above Rs. 5Lakhs to Rs.5Crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL	BSNL (Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs.5Crores	3 Arbitrators	One arbitrator by each party and the 3rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators.

- c. Neither party shall appoint its serving employee as arbitrator.
- d. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party / arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise he shall proceed de novo.
- e. Parties agree that neither party shall be entitled for any pre-reference or pendentelite interest on its claims. Parties agree that any claim for such interest made by any party shall be avoid.
- f. Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29.B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is up to Rs. 5 Crores. 10.

Section 29.B Fast Track Procedure –

- (I) Notwithstanding anything contained in this ACT, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in Sub Section (3).
- (II) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track Procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.
- (III) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings Under Subsection (1):-
- The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
 - The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
 - An oral hearing may be held only, if all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
 - The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case
- (IV) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.

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(V) If the award is not made within the period specified in sub-section (4), the provisions of sub-Sections (3) To (9) of section 29 A shall apply to the proceedings.

(VI) The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.

(VII) The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and Counter Claims	Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)
Up to Rs 5 Crores	Within 6 months (Fast Track procedure)
Above Rs.5 Crores	Within 12 months

However, the above time limit can be extended by the Arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the Act.

(VIII) In case arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay, etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel / stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel/ stay and the expenses incurred shall be shared equally by the parties.

(IX) The Arbitration proceeding shall be held at New Delhi or Circle or BA/SSA Headquarter (as the case may be).

(X) . Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this Clause. The venue of the Arbitration proceedings shall be Chennai or such other places as the arbitrator may decide.

9. Check List:

- Application form in Annexure-I with documents as per annexure-II to annexure-X and Sec-I Clause-10 & Sec-VI Clause-3 duly signed
- Cost of EoI Document of Rs.2360/- (DD)
- Security Deposit in the form of PBG
- Power of Attorney

Astt.Gen.Manager (EB)
O/o CGMT, BSNL, UPW Telecom Circle
Meerut, UP-250001
E mail : agmlcupw@gmail.com
Contact No. 9412000595

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

	PART A	GENERAL INFORMATION
01	Name the company/ proprietorship/partnership concern/Limited Liability Partnership (LLP)/Individual	
02	Type of Entity (company/ proprietorship/partnership concern/Limited Liability Partnership (LLP)/Individual)	
03	Year of Incorporation as applicable	
04	Application for Category : National SI / Circle SI / Circle Silver/BA Silver	
05	<u>Registered Office:</u>	
a)	Address of the Registered office	
b)	Website Address	
c)	Phone No.	
d)	FAX NO.	
e)	Contact Person Name	
f)	Designation	
g)	Mobile No.	
h)	Email address	
06	<u>office details in UPW :</u>	
a)	Address for communication	
b)	Contact Person	
c)	Name	
d)	Designation	
e)	Phone No.	
f)	FAX NO.	
g)	Mobile No.	
h)	Email address	
07	Are you Associated with BSNL recently or in the past, if so, please attach copy of appointment of empanelment.	
08	Infrastructure facility available with the System Integrator:	
a)	Whether IT and Sales/ Marketing Deptt. Exists.	
b)	Whether sufficient skilled persons working to meet the project's requirement (Particularly for local head office)	

c)	Details of team members for necessary co-ordination with BSNL.	
d)	Whether the company / proprietorship etc has letter of support from OEMs (Original Equipment Manufacturer) or its authorised channels If so attach the list in detail	
e)	Whether the entity is be a direct owner of technology or have a direct teaming agreement with each of technology companies that form core of building block of WAN or related project implementation.	
f)	Whether company / proprietorship etc is a ISO 9001:2000 or above certified	
g)	No. of clients' companies empanelled with for similar type of works	
h)	No. of companies tied up with for equipment procurement, supply etc	
i)	Any other relevant information in support of above subject.	

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

	Amount of Draft	Rs.2360/-
1	Issue Date	
2	D.D. No.	
3	Name of the bank	
4	Branch	

PART B2: Details of Security Deposit

1	Issue Date	
2	Amount	
3	BG No	
4	Name of the bank	
5	Branch	

PART C: APPLICATION DETAILS

S1 No.	Required Information	Indicative Documents to be attached in Annexure	Enclosed (Yes/No)
1.	Name and address of the Person Signing the document	i) In case of Company: a) Power of Attorney attested by Notary b) Copy of the board Resolution certified by the Company secretary for appointing the Power of Attorney. ii) In other cases: Credential of person signing the document The Consultantss are requested to attach the documents as Annexure 1 of their bid document.	

2. a	Whether the company is a public limited or a Private limited company or proprietorship registered in India	<p>In case of company:</p> <p>a) A Corporate brochure of the company.</p> <p>b) Certificate of Incorporation</p> <p>c) Memorandum and Article of Association</p> <p>d) Details of Directors</p> <p>e) Annual report for last 2 financial years</p> <p>In case of proprietorship/others: Details of Proprietorship/others with proof of registration or applicable documents.</p> <p>The Consultantss are requested to attach the documents as Annexure 2 of their bid document.</p>	
b.	Area of business: IT/Networking		
3. a	Whether the entity is a direct owner of technology or have a directteaming agreement or have a tie up and technical arrangement directly with the technology company or thorough its authorized dealer for the core building block for WAN/LAN.	<p>Letters from OEM (Original Equipment Manufacturer) or its authorised channels or its dealer/associate stating that they will support the product/solution through the System Integrator for the next two years.</p> <p>(Attach details as per Format A)</p> <p>The Consultantss are requested to attach the documents as Annexure 3 of their bid document.</p>	
b	Letter of Support from OEM or its authorised channels or its dealer/associate		
4.	ISO 9001:2000 or higher certification for services	<p>Copy of the ISO Certification document.</p> <p>The Consultantss are requested to attach the document as Annexure 4 of their bid document.</p>	
5.	Annual Turnover(for IT/networking business) for last two years	<p>Profit and Loss Account for the last 2 financial Years certified by Chartered Accountant</p> <p>FY : Rs. , FY : Rs.</p> <p>The Consultantss are requested to attach the documents as Annexure 5 of their bid document.</p>	
6.	Experience of WAN implementation.	<p>a) P O copies</p> <p>b) Satisfactory Completion Certificate from the end Customer</p> <p>(Attach details as per Format B)</p> <p>The Consultantss are requested to attach the documents as Annexure 6 of their bid document.</p>	

7.	a) Number of Support Centers in Chennai b) No. of Support centers in India	a) Organizational Chart and infrastructure details with the list of support centers in Chennai and India. Details of support centers (Address, Contact Tel No. , No of staffs etc.) b) Addresses of the Support Centers with supporting documents like rent agreement, landline bill etc (Format C for reference) The Consultantss are requested to attach the documents as Annexure 7 of their bid document.	
8.	GST RegistrationNo.	Copy of the GST Registration. In case of multiple GST numbers, copies of all GST Registration The Consultantss are requested to attach the documents as Annexure 8 of their bid document.	
9.	Income TAX PAN No.	Copy of PAN The Consultantss are requested to attach the document as Annexure 9 of their bid document.	
10.	Acceptance of all terms and conditions in the EOI	A copy of the EOI document signed, in the bottom of all pages as a token of acceptance of all terms and conditions. The Consultantss are requested to attach the documents as Annexure 10 of their bid document.	
11	Self Declaration for compliance with GST	A self Declaration stating that the System Integrator is not blacklisted by GST authorities. The Consultantss are requested to attach the documents as Annexure 11 of their bid document.	

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

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

Signature_____ (Authorized

Representative) Full Name _____

Designation_____ Address_____ **Note:**

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

Annexure-II**FORMATS****FORMAT-A** (FOR OEM DETAILS)

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

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

FORMAT-B

(Experience of WAN implementation on turnkey basis)

Sl. No	Information required	Details
01.	Name of the Consultants	
02.	Name of the Project	
03.	P.O Date	
04.	Commissioning Date	
05.	Role of the Consultants	
06.	Number of Geographically separated WAN Nodes	
07.	Value of the Project	
08.	Contact details of the Customer	
09.	Brief Description of the Project & Scope of Work (Implementation , Operation and Maintenance)	
10.	Testimonial Attached on Satisfactory Completion of the Project	

FORMAT-C

(Number of Support Centers)

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

Annexure-III**BID SECURITY**

Dear Sirs,

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

As an irrevocable Bank Guarantee against Bid Guarantee for an amount of Rs 1 (One) lakh / Rs.50,000/- / RS.10,000/- valid upto..... (upto 365 days) is required to be submitted by the Consultants 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 immediatelyon 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 Consultants.

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

In witness whereof the Bank, through its authorized officer has set it's stamped on this Day of20 at

Designation.....

Bank's Seal.....

Attorney as per power of Attorney No.....

Witness Signature.....

Name

Annexure-IV**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

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

To,
Chief General Manager,
UP W Telecom Circle
Meerut, UP-25001

1. In consideration of the BSNL having agreed to sign an agreement with M/s.....to (hereinafter called „System Integrator) to Marketing & Selling of BSNL Data Services and 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.....(Rupees on ly) 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.....Rupees..... only) to the BSNL to secure due and faithful performance by System Integrator of all his/their obligations under the said agreement.
4. We, the Bank hereby also undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the BSNL by reason of breach by the said System Integrator of any of the terms or conditions contained in the said

agreement or by reason of System Integrator's failure to perform any of its obligations under the said agreement.”

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

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

- a) The Guarantee herein contained shall remain in full force and effect for a period of five and half years from the date hereof and that it shall continue to be enforceable till all the dues of the BSNL and by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL satisfies that the terms and conditions of the said agreement have been fully and properly carried out by the said System Integrator and accordingly discharged this guarantee.
- b) The BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance of any obligations by the said System Integrator from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said System Integrator and to forbear or to enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation or extension being granted to the said System Integrator or forbearance act or omission on the part of the BSNL or any indulgence by the BSNL to the said System Integrator or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
- c) Any claim which we have against System Integrator shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of the BSNL exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of us hereunder 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 Year from the date hereof. Unless a demand or claim under this Guarantee is made on us in writing within this date i.e. all your rights under the Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

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

In the presence of Witnesses:

Signature

Signature

Name

Name

Occupation

Occupation

Address

Address

Place

Place

DATE

DATE

Annexure – V

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

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

AGREEMENT

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

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

AND

M/s., a company registered under the Companies Act 1956, having its registered officeacting 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 ofTELECOM SERVICES within India.
2. The BSNL is desirous of appointing System Integrator (hereinafter referred asSI) to 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 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 Integrators for Supply, Configuration and Maintenance of Customer's End Equipments, their 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 under, which are part and parcel of this agreement, BSNL and the M/S.....agree to sign agreement for Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services for BSNL customers.
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/s..... and 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 Integrators 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 five and half years from the date of signing of this Agreement. The SI agrees to renew the PBG from time to time till expiry of agreement or till BSNL is satisfied that the terms & conditions of said agreement have been fully and properly carried out by the SI. Without prejudice to its rights of any other remedy, on failure of the SI to provide services under this agreement or in case of any breach in terms and conditions of the Agreement, BSNL shall en-cash / forfeit the said Performance bank Guarantee.
8. BSNL reserves the right to provide such services on its own or to enter into Agreement with other parties / persons / service providers for providing similar services from time to time in future without any restriction on number of persons / parties / System Integrators, the System Integrator shall have no objection whatsoever. SI agrees to adherence to this provision and the same is a material obligation of this Agreement.
9. All terms and condition as mentioned in EOI for vide numberis valid and are to be complied.

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

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

AGM(EB), O/o CGMT, BSNL,UPW Circle

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

Signature

Name

Name

Occupation

Occupation

Address

Address

Place

Place

DATE

DATE

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Annexure – VI**Self Declaration / Letter of Intent and Consent For the Empanelment of existing System Integrators in other Circle/Units**

To,

CGMT,

.....Circle,

SUBJECT: Request for additional Empanelment in other Circle by National SI/Circle SI:

As per the “Guidelines on Customer’s Private Network Establishment (CPNE) 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/organisation/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 in 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 have 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.
- (xi) That, the applicant is aware of the additional empanelment is mutual and can be cancelled by either side on a due notice as per policy of BSNL.
- (xii) The applicant authorises 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 prejudice to any other legal remedies it may have.

(-----)

Dated:

At :

Copy: CGMT, (Home Circle),

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Annexure – VII**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 Router ports with leased line termination at speeds ranging from 64 kbps, Nx64 kbps up to 2 Mbps
 - b) Network Protocols: The device shall support TCP and IP as per latest IETF standard.
 - c) Routing Protocols: Shall support static, RIP, OSPF, BGP 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.
 - (i) 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.
 - (ii) 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/Ethernet
- (c) Distance: The modems should be in a position to drive at maximum speed up to 6km 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 VAC available in India.

[4] PC's / Servers

- (a) Latest Specification and loaded with Antivirus

[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.
- (b) Unified Threat Management (UTM) security features including Stateful firewall, IPS, Antivirus (Anti-Spyware, Anti-Phishing, and Anti-Adware), Anti-Spam, and Web Filtering to protect the network from attack. The benefits of using Such Devices in Customer Networks are :-
 - i 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

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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.

- ii 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.
- iii 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.
- iv 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.
- v 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 and IPS Services without any further additional hardware deployment at customer location.

[7] CCTV, Video Conferencing, Biometric, RFID, Vehicle Tracking, Messaging Devices etc.

[8] Any other services required by the customers.

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Annexure – VIII**Near Relative Certificate**

I.....S/o.....

R/o.....hereby certifies that none of my
 relative(s) is /are
*employed in BSNL UP WEST Telecom Circle as per details given in the EOI document.
 In case at any stage, it is found that the information given by me is false /incorrect,
 BSNL shall have the absolute right to take any action as deemed fit/ without any
 prior intimation to me.*

Dated this.....day of.....

Signature:.....

(Name in BLOCK letters of the Signatory)

.....

In the capacity of.....

Note:-In case of proprietorship firm certificate should be given by the Proprietor,
 for partnership firm certificate should be given by all the partners and in case of
 limited company by all the Directors of the company.

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GLOSSARY

S.No	Abbreviation	Full Form	S.No	Abbreviation	Full Form
1	AMC	Annual Maintenance Contract	41	OPEX	Operational Expenditure
2	BG	Bank Guarantee	42	OSPF	Open Shortest Path First
3	BGP	Border Gateway Protocol	43	PAN	Permanent Account Number
4	BRA	Basic Rate Access	44	PBG	Performance Bank Guarantee
5	BSNL	Bharat Sanchar Nigam Limited	45	PO	Purchase Order
6	CAPEX	Capital Expenditure	46	PoP	Point of Presence
7	CCTV	Closed Circuit Tele-vision	55	UTM	Unified Threat Management
8	CDMA	Code Division Multiple Access	56	VLAN	Virtual Local Area Network
9	CGM	Chief General Manager	47	RFID	Radio Frequency Identification
10	CIC	Commercially Important Customer	48	RIP	Routing Information Protocol
11	CPE	Customer Premises Equipment	49	SD	Security Deposit
14	DGM	Deputy General Manager	50	SDE	Sub Divisional Engineer
15	DIN	Digital Identification Number	51	SLA	Service Level Agreement
16	EMBG	Earnest Money Bank Guarantee	52	SI	System Integrator
17	EMD	Earnest Money Depositor	53	SSA	Secondary Switching Area
18	EPABX	Electronic Private Automatic Branch Exchange	54	TCP	Transmission Control Protocol
19	EOI	Expression of Interest	55	UTM	Unified Threat Management
20	GST	Goods and Services Tax	56	VLAN	Virtual Local Area Network
21	HQ	Headquarter	57	VSAT	Very Small Aperture Terminal
22	IETF	Internet Engineering Task Force	58	WAN	Wide Area Network
23	IP	Internet Protocol	59	WiMAX	Worldwide Interoperability of Microwave Access