

O/o Sr. GENERAL MANAGER
ENTERPRISE BUSINESS- CHENNAI
BSNL, CHENNAI TELEPHONES
PERIYAR BUILDING 2ND FLOOR
NO.52 EVK SAMPATH SALAI
VEPERY, CHENNAI 600 007



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

BHARAT SANCHAR NIGAM LIMITED
ENTERPRISE BUSINESS CELL, CHENNAI TELEPHONES, CHENNAI
EOI No. EBC/CHTD/EOI/2014-15 Dated 01-08-2014

Applications in prescribed Proforma are invited by the Chief General Manager, BSNL, Chennai Telephones from eligible partys for Empanelment as System Integrator for Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services offered by BSNL.

This empanelment will be an open ended process and any vendor who fulfills the eligibility criteria may apply in this EOI any time.

1.	Name of work	Supply, configuration and Maintenance of customer's end equipments, their network on LAN / WAN etc for DATA services offered by BSNL
2.	Cost of form	Rs.525/ including VAT
3.	EMD to be deposited alongwith application form	Rs.2 lakh Bank Guarantee as per Annexure-B
4.	Sale of forms	On continuous basis.
5.	Last date of submission	On continuous basis.
6.	EoIs Received up to 15-00 hrs of 11/09/2014	Shall be opened at 15-30 Hrs of 11/09/2014 onwards
7.	EoIs Received after the finalization of initial bidders	Shall be opened and evaluated on monthly basis

Eligible partys after carefully going through all terms and conditions along with eligibility conditions may apply to DGM (EB-I) O/O GM (EB), BSNL, Chennai Telephones. Application form can be downloaded from www.chennai.bsnl.co.in and can be submitted along with DD of Rs 525/- & EMD. The demand draft should be from any scheduled bank drawn in favour of "AO (Cash), BSNL-CHENNAI TELEPHONES" and should be payable at CHENNAI.

CONTACT ADDRESS:

Deputy General Manager (Enterprise Business-I), BSNL -Chennai Telephones
Periyar Building 2nd Floor, No. 52 EVK Sampath Salai, Chennai - 600 007
Phone No. 25612090 / Fax No. 25612044

Chennai Telecom District
Enterprise Business Cell

O/o The Sr. General Manager, Periyar Building 2nd Floor,
No.52 EVK Sampath Salai, Vepery, Chennai -600 007
Phone 91-44-2561 2077, FAX -044-25612003



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1. INTRODUCTION:

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

- 1.1 It offers all kinds of telecommunication services like Basic (both fixed and wireless), Cellular, Data, National long distance, Internet etc. Keeping pace with the technological trend to provide latest and varied value added services to its customers, BSNL had started providing a state of art Multi Protocol Label Switching (MPLS) Virtual Private Network (VPN) services.
- 1.2 BSNL also provides VPN over Broadband, VPN over EVDO, IDC, Video Conferencing and a host of other value added services that could revolutionize the way a corporate business works.
- 1.3 Growth in industrial and IT sectors in India during last few years has created new business opportunities in telecom sector. BSNL has leveraged its widespread telecom network resources in India to tap these business opportunities and provide customized network solutions and services to its clients. Enterprise Business Cell is formed in every circle of BSNL to undertake such new business activities in India.
- 1.4 The basic Objective of this EOI is to enable BSNL to provide complete end-to-end solution to esteemed customers, for which BSNL intends to have a tie up with SIs who will Supply, Configure and Maintain all Customer's End Equipments, their network on LAN / WAN etc. for Data Services offered by BSNL. If required they will also do all the operations and maintenance activities related to customer end & coordination with concerned agencies.
- 1.5 The successful vendor/OEM/Network integrator should enter into an agreement with BSNL Chennai Telephones for supply and installation of networking products.

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2. ELIGIBILITY CRITERIA:

2.1 The System Integrator (SI) shall be an IT/Networking sector company.

2.2 The System Integrators as per this EOI shall be categorized as (A) National System Integrator and (B) Circle /Zonal System Integrators. While National System Integrators shall have presence throughout the country, the Circle System Integrator shall have presence in Chennai & Tamilnadu.

2.3 The SI shall be a direct owner of technology or have a direct teaming agreement with each of the 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 and Leased Line Modems, ISDN backup devices, EPABX, MUX, CCTV / Video conferencing equipments, GSM VPN routers, Connectors and basic computer related software etc.

2.4 The SI should provide letters of support from OEM (Original Equipment Manufacturer) stating that their solution will be supported on the platform proposed by SI for the next five years.

2.5 System Integrator should be a Public Limited or Private limited company, registered in India.

2.6 The SI should be ISO 9001:2000 certified for services.

2.7 The technical team of SI will assist BSNL in coming out with cost effective solution for the customer and will be required to give joint presentation with BSNL to customers.

2.8 The SI shall also submit additional PBG of at least 5% of the P.O value, whenever work is awarded to SI Valid for the duration of project.

2.9 The SI shall provide 24X7 help either web based or IVR based. System Integrator shall ensure consultation, assistance and advice within four hours or as defined in SLA entered with the customer. In other cases, complaint may be attended within eight hours

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2.10 System Integrator shall support SLA requirement of BSNL customer and ensure its compliance. In case SLA commitment are not met, System Integrator shall be responsible for payment of penalties, if any, imposed by the customer.

2.11 Annual Turnover for last 2 years must be at least Rs.25 Crores and Rs.10 Crores for National level and Zonal /Circle level System Integrator respectively. The turnover indicated should be in the IT / Networking business only.

2.12 Have experience of Turnkey implementation of WAN (supply, configuration and maintenance). The project should be spread over at least 20 PoPs and 5 PoPs for national level and Zonal /Circle level System Integrator respectively.

2.13 Must have support centres spread throughout the country in at least 20 different cities in the case of National level System Integrator which include the four metros. (Mumbai, Delhi, Kolkatta and Chennai) and 10 locations in Chennai & Tamilnadu in the case of Circle level System Integrator.

2.14 EMD - BG of Rs 2 Lakh Bank Guarantee from scheduled bank as per Performa attached in **Annexure-B** for one year validity along with the application form.

2.15 Performance Bank Guarantee (PBG): The PBG amount is INR **25 Lakhs and 5 Lakhs** from schedule bank for National level and Circle level System Integrators respectively. The validity of PBG is 5 Years and 6 months from the date of awarding work to the First empanelled SI and thereof to the subsequent SIs.

2.16. Once the application is approved, the Bank guarantee in prescribed Format as per Annexure-C ,shall be submitted within FOUR WEEKS. The EMD will be returned after Submission of PBG and signing of Agreement .If the System Integrator fails to o submit PBG in stipulated time then the EMD will be forfeited.

3. SCOPE OF WORK:

3.1 The successful vendor shall have to take the responsibility of design, Implementation and integration of the entire WAN, with all the Provisions required by the customer, on a turn key basis at the locations covered by the purchase order/work order. Such vendor should carry out the following activities.



3.2 Supply, Installation, Commissioning of the required Network components like Routers, Switches, and Leased line Modems and other items required for the provisioning of the requirements given by the customer, along with the BSNL team.

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

3.4 SIs will also arrange to provide relevant equipments free of cost for demonstrating the capability of solution, if the same is required by the customer.

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

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

3.7 To get the commissioning reports signed by the customers.

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

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

3.10 Three years comprehensive on-site maintenance for the entire WAN Network Components free of cost.

3.11 Smooth Data connectivity between the WAN Connected Premises and the Central location.

3.12 The vendor should be prepared to enter into an Annual Maintenance contract with BSNL for all the networking components supplied for providing back-to-back support to the customer of BSNL.

3.13 Software upgrades for the networking components such as routers, switches etc should be done, at free of cost, for the warranty period and thereafter may be mutually agreed to by BSNL and the empanelled vendors on a project to project basis.



4. OTHER TERMS AND CONDITIONS:

4.1 The empanelled Vendor should necessarily submit the quote whenever called for. If required at short notice the quote has to be submitted either through email or fax. In case Vendor /SI is not able to quote for any particular project, reasons for not quoting should be clearly submitted to Chennai Telephones. Failure to submit the quote consecutively for three projects without proper reason will entail the removal of vendor from empanelment and forfeiture of performance Bank Guarantee.

4.2 The Empanelled Vendor/Network Integrator Should supply the equipment with in a short period, which will be indicated in the proposed purchase order 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 under clause 4.3 below.

4.3 (a) Should the supplier fail 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 10 (TEN) weeks and thereafter at the rate of 0.7% of the value of the delayed supply for each week of delay or part thereof for another **TEN weeks** of delay. In the case of package supply where the delayed portion of the supply materially hampers installation and commissioning of the systems, L/D charges shall be levied as above on the total value of the concerned package of the purchase Order. Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier. However, when supply is made to the ultimate consignee within 21 days of QA clearance in the extended delivery period and the goods were dispatched within this delivery, the consignee may accept the stores and in such cases, the LD shall be levied up to the date of dispatch after QA clearance only.

(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 on the system Integrator/vendor 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 vendors, as per the customer tender document.



(C) BSNL may also deduct the actual amount payable by BSNL to the customer on account of non-adherence to SLA from OEMs/Vendors/ Network Integrators from balance payment or Security Deposit, BSNL could not meet the SLA condition if due to the failure on part of OEMs / vendors/ Network Integrators.

4.4 a) For a specific project, the selected vendor shall give an undertaking to BSNL stating that they will not participate in the tender either directly / indirectly for the projects

b) If BSNL subsequently comes to know that the empanelled vendor had participated in any tender either directly/indirectly, the BSNL reserves the right to delete the name of the OEM/Network Integrator from the list of empanelment.

4.5 a) In case of OEMs submitting the bid for any BSNL Project, the OEM should give the quote for entire hardware involved in the project even if some of the products are not manufactured by OEM.

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

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

4.6 The empanelled vendor shall install, maintain and supply all spares for all the equipment supplied by it under the agreement at its own cost and shall be liable to pay the wages, salary etc to the person engaged by them for installation of said equipment at BSNL's customers' premises and shall comply with all labour laws i.e. PF/ EPF, Industrial Disputes etc.



5. PROCEDURE FOR EMPANELMENT:

- a) An initial screening of all the applications will be undertaken by Screening Committee.
- b) The Screening Committee, after evaluation of the all the applications, if required, may recommend the name of the system integrators who could be called for presentation on a specified date, time and venue before the Standing committee. The presentation will comprise briefly on Company Profile, Projects Undertaken for BSNL/ other organizations, companies, Agreements/Ties up with OEMs, Typical solution for Target Markets/ Customer requirements, Present & future Business opportunities 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/ Tamilnadu.
 - iv. Their tie-up with various Networking equipment suppliers, etc.
- d) A panel of System Integrators will be selected thereon based on final ranking and will be issued a letter of award.

6. DURATION OF EMPANELMENT:

The agreement of Empanelment shall be valid for a period of FIVE YEARS from the date of signing the Agreement with the first SI against this EOI (**Effective Date for this EOI**), unless revoked earlier for whatever reasons. Thus for SI who gets empanelled thereafter, the period of agreement will be reduced accordingly (to have uniformity in the closing date of agreement).. 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.

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7. PAYMENT TERMS:

- a) Normally all offers to the customer will be made in the name of BSNL and by BSNL.
- b) The Customer will make all the payments including cost of Bandwidth and customer end equipment of BSNL (either in lump sum or in instalment as the case may be)
- c) Back to back payment arrangement will be there from BSNL to network integrator for supply, configuration and maintenance of customer end equipment.
- d) For each requirement of WAN, BSNL will issue a P.O to the network integrator containing details of equipment along with approved prices, terms and conditions for the same.
- e) Payment to the network Integrator will be made in installments depending upon the payment that the BSNL will get from the Purchaser.
- f) AMC Payment, wherever entered, will be made quarterly and after the expiry of quarter subject to fulfillment of Service Level Agreement (SLA) and maintenance schedule that is being contracted upon.

8. ARBITRATION:

In the event of any question, dispute or difference arising under this agreement or in 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, Chennai Telephones or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CGM, BSNL, Chennai Telephones or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CGM, BSNL, Chennai Telephones or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CGM, BSNL, Chennai Telephones or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment on the ground that the

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arbitrator is a Government 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 Government 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, Chennai Telephones 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.

9. SUBMISSION OF APPLICATION:

The intending applicants can download application form from our site <http://www.Chennai.bsnl.co.in>. The downloaded application form can be submitted along with the **demand Draft for Rs.525/- (inclusive VAT of Rs.25/)** drawn in favour of Accounts officer (C & A), LD zone, BSNL, Chennai Telephones , Chennai - 600007 towards the cost of application form.

The fee for the application is neither transferable nor refundable. The details of the application fee paid should be clearly mentioned in the application form. Downloaded applications without the fee shall be rejected. The application form for PQT-WAN should be submitted in a wax sealed envelop along with required Proofs as Annexure. The said envelope should be super scribed "PQT-For Turnkey WAN solutions for BSNL Customers" and addressed to

**The Deputy General Manager
Enterprise Business - I,
BSNL, Chennai Telephones,
Periyar Building 2nd Floor,
No.52 EVK Sampath Salai,
Vepery, Chennai-600007.**

The Same Shall be dropped in the sealed Tender Box Kept in the office of the **Deputy General Manager(Enterprise Business-I), Periyar Building 2nd floor, No.52 EVK Sampath Salai, Vepery, Chennai-600007.**

The BSNL reserves the right to accept /reject any/all applications without assigning any reason whatsoever.

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Check List of the enclosures

Application Form	Duly filled in the P Q T application form
Annexure I	Copy of company registration certificate from the registrar of companies
Annexure II	Balance Sheet and turn over for the last three financial year, as per the audited accounts
Annexure III	Location wise support centres indicating the staff strength and other relevant details
Annexure IV	Details of major WAN Projects undertaken and proof thereof, wherever applicable
Annexure V	Copies of Sales Tax Certificate, PAN card, Service Tax Regn. No., VAT
Annexure VI	Copy of the ISO: 9001: 2000 Certificate, wherever applicable.
Annexure VII	Copy of the OEM Company's Letter of support
Annexure VIII	Clause by clause compliance of eligibility criteria

The vendor should give a compliance report, in the Application for the EOI itself indicating whether he is enclosing all the relevant documents as per the enclosures stated above. The PQT application form can be submitted in plain paper or in the letterhead of the company, but it should be strictly in the format stated above.

Any other relevant details, which the vendor wishes to state, should be separately enclosed as Annexure IX.

All the documents submitted by the vendor, including the application for the PQT should be signed and stamped by the authorized signatory of the company in each page of the documents submitted.

BSNL, Chennai Telecom District reserves the right to reject the tender for non-compliance of the terms and conditions of the tender stated.

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ANNEXURE-A

Application Form for the Pre-Qualification Tender for providing turnkey WAN solutions for BSNL Customers.

1	Name and Address of the company	
2	Application Fee Details	
2 a	Amount of Draft	
2 b	Issue Date	
2 c	D.D.Number	
2 d	Name of the Bank	
2 e	Branch	
3	Registered Address of the company (Enclose copies of Registration Certificate issued by the registrar of companies as Annexure I)	
4	Year Incorporated	
5	Local Contact Address	
6 a	Contact Person	
6 b	Name	
6 c	Designation	
6 d	Phone Number	
6 e	Fax Number	
6 f	Mobile Number	
6 g	Email Address	

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7	Turn over of the company [Enclose details in Annexure II]	Rupees in Crores
	2011-2012	
	2012-2013	
	2013-2014	
	PAN No.	
8	Location wise staff strength	Enclose as Annexure III
9	Response Time and Average uptime assured for the network	
10	Details of major WAN projects undertaken.	Enclose as Annexure IV
11.	Copies of <ul style="list-style-type: none"> • Sales Tax Certificate • PAN Card • Service tax Registration No. 	Enclose as Annexure V
12	Copy of the ISO Certificate	Enclose as Annexure VI
13	Copy of the OEM Company's Letter of support	Enclose as Annexure VII
14	Clause by clause compliance of eligibility criteria	Enclose as Annexure VIII

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ANNEXURE-B
EMD (BID SECURITY) FORMAT

To
The Chief General Manager,
BSNL, Chennai Telephones

Dear Sirs,

In accordance with your EOI enquiry No..... dated M/s..... having its registered office at (hereinafter called the '**Bidder**') wish to participate in the said EOI for..... As an irrevocable Bank Guarantee against Bid Guarantee for an amount of Rs 2 (Two) lakhs valid upto..... (upto 365 days) is required to be submitted by the Bidder as a condition preset for participation in the said EOI, which amount is liable to be forfeited on the happening of any contingencies mentioned in the EOI/ bid documents. We, theBank at having our head office at guarantee and undertake to pay immediately on demand by BSNL the amount (in figures and words) without any reservation, protest, demur and recourse. Any such demand made by said owner shall be conclusive and binding on us irrespective of any dispute or differences raised by the Bidder. This guarantee shall be irrevocable and shall remain valid upto (upto 365 days). If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. on whose behalf guarantee is issued. In witness whereof the Bank, through its authorized officer has set it's stamped on this Day of20__ at

Designation.....

Bank's Seal.....

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

Name

Witness Signature.....



ANNEXURE-C
PERFORMANCE BANK GUARANTEE

1. In consideration of the BSNL, Chennai Telephones (hereinafter called 'BSNL') having agreed to exempt -----(company name), (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of Tender No. EOI No. EBC/CHTD/EOI/2014-15 Dated 01-06-2014 made between ----- (Company name and address) for the supply of empanelment of System Integrator under Category "....." (to be filled accordingly) for Business Development activities (hereinafter called 'the said agreement'), of Performance Bank Guarantee for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the Performance Bank Guarantee for Rs.----- (Rupees -----) (to be filled according to the category), we, ----- (Bank name and address) (hereinafter referred to as 'the Bank') at the request of -----(company name) (contractor(s)) do hereby undertake to pay to the BSNL, Chennai Telephones an amount not exceeding Rs. -----(to be filled according to the category) (Rupees----- only) against any loss or damage caused to or suffered or would be caused to or suffered by BSNL, Chennai Telephones by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.

2. We(Bank Name) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the BSNL, Chennai Telephones by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee where the decision of BSNL, Chennai Telephones in these counts shall be final and binding on the Bank. However, our liability under Guarantee shall be restricted to an amount not exceeding Rs.------(Rupees -----)

3. We undertake to pay to the BSNL, Chennai Telephones any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) / supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

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ENTERPRISE BUSINESS- CHENNAI
BSNL, CHENNAI TELEPHONES
PERIYAR BUILDING 2ND FLOOR
NO.52 EVK SAMPATH SALAI
VEPERY, CHENNAI 600 007



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

4. We(Bank Name) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the BSNL, Chennai Telephones under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL, Chennai Telephones certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the expiry of date from the date hereof, we shall be discharged from all liabilities under this Guarantee thereafter.

5. We(Bank Name) further agree with the BSNL, Chennai Telephones that the BSNL, Chennai Telephones 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 by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL, Chennai Telephones against the said contractor(s) and to forbear or 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 such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the BSNL, Chennai Telephones or any indulgence by the BSNL, Chennai Telephones to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) / supplier(s).

7. We -----(Bank name) , lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the BSNL, Chennai Telephones in writing.



ANNEXURE-D

AGREEMENT

An agreement for providing turnkey solutions in Wide Area Network and other Data Network related services to the Corporate / Government customers of BSNL in Chennai made this day of2014 between The Chief General Manager, BSNL Chennai Telecom District, Chennai-600010 for and on behalf of Bharat Sanchar Nigam Limited (hereinafter called first party or Purchaser) and (hereinafter called second party or empanelled vendor)

Whereas the first party herein above mentioned has invited proposals from vendors And whereas the Second Party is ready and willing to execute the works in accordance with this contract for Empanelled System Integrator for Category 'B' at Chennai Telecom District, BSNL - Tender No. EOI No. EBC/CHTD/EOI/2014-15 Dated 01-06-2014.

Now THIS AGREEMENT WITNESSETH and it is hereby agreed and declared as follows.

- a) The Purchaser is **BSNL**, Chief General Manager, Chennai Telecom District
- b) The Second Party or empanelled vendor is

Conditions of Contract

1. The Goods supplied under this contract shall conform to the standards mentioned in the technical specifications as mentioned in the document calling for sealed quotation for providing ;turnkey solution to BSNL Customers and when no applicable standard is mentioned, to the authoritative standards appropriate to the Good's country of origin and such standards shall be the latest issued by the concerned institution.
2. Patent Rights: The second party or empanelled vendor shall indemnify the purchaser against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the Goods or any part thereof in India.



3. **Performance Security:** Within FOUR WEEKS of receipt of the notification of contract award, the second party or empanelled vendor shall furnish performance security for the amount specified in the form of BG issued by any Nationalised Bank or cash.

The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the second party or empanelled vendor's failure to complete its obligations under the contract.

The performance security will be discharged by the purchaser and returned to the second party or empanelled vendor not later than 30 days following the date of completion of the second party or empanelled vendor's performance obligations, including any warranty obligations.

4. The purchaser or its representative shall have the right to inspect and / or to test the Goods to confirm their conformity to the contract specifications and should any inspected or tested Goods fail to conform to the specifications the purchaser may reject the goods and the second party or empanelled vendor shall either replace the rejected goods or make alterations necessary to meet specifications requirements free of cost to the purchaser.
5. **Packing:** The second party or empanelled vendor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination.
6. Delivery of the goods shall be made by the second party or empanelled vendor within 3 weeks from the notification of award. The offer of firms quoting for a longer delivery period may not be considered.
7. The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

The Second party or empanelled vendor is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract shall be arranged by the second party or empanelled vendor and the related cost shall be included in the contract price.



8. The second party or empanelled vendor may be required to provide performance or supervision of the on-site assembly and / or start-up of supplied Goods, furnishing of tools required for assembly, furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods.
9. Performance or supervision or maintenance and / or repair of the supplied Goods, for a period of time agreed by the parties provided that this service shall not relieve the second party or empanelled vendor of any warranty obligations under this contract.
10. Training of the purchaser's personnel, at the second party or empanelled vendor's plant and / or on-site or at BSNL's customers place on a mutually agreeable basis in assembly, start-up, operation, maintenance and / or repair of the supplied Goods.
11. Warranty: The second party or empanelled vendor warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials.

The Purchaser shall promptly notify the second party or empanelled vendor in writing of any claims arising under this warranty.

Upon receipt of such notice, the second party or empanelled vendor shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced goods or parts from ex-works or ex-factory, ex-showroom to the final destination.

If the second party or empanelled vendor having been notified, fails to remedy the defect(s) within a reasonable period, the purchaser may proceed to take such remedial actions as may be necessary, at the second party or empanelled vendor's risk and expense and without prejudice to any other rights which the purchaser may have against the second party or empanelled vendor under the contract.

12. Payment: The second party or empanelled vendors request(s) for payment shall be made to the purchaser in writing, accompanied by an invoice describing, as appropriate, the goods delivered and the services performed.



- Payments shall be made promptly by the purchaser as per the payment terms and after submission of the invoice or claim by the Second party or empanelled vendor. In other words, payments shall be made by the Purchaser to the Second party or empanelled vendor, after receiving the payments from BSNL customers, as per the payment terms stipulated by the BSNL customers on specific projects / tenders.
13. Prices charged by the Second party or empanelled vendor for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Second party or empanelled vendor in its bid.
 14. The Purchaser may, at any time, by written order given to the Second party or empanelled vendor, make charges within the general scope of the Contract in any one or more of the following:
 - (a) Drawings, designs or specifications, where Goods to be furnished under the Contract are to be specially manufactured for the Purchaser.
 - (b) The method of shipping or packing,
 - (c) The place of delivery; and/ or
 - (d) The services to be provided by the Second party or empanelled vendor
 15. If any such change causes an increase or decrease in the cost of, or the time required for, the second party or empanelled vendor's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended.
 16. The Second party or empanelled vendor shall not sign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.
 17. Delivery of the Goods and performance of the Services shall be made by the Second party or empanelled vendor in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.



18. Liquidated Damages: If the Second party or empanelled vendor fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified.
19. Should the supplier fail 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 10 (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.
20. Termination for Default: The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Second party or empanelled vendor, terminate the Contract in whole or part;
- (a) If the Second party or empanelled vendor fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser or if the Second party or empanelled vendor fails to perform any other obligation(s) under the contract.
- (b) If the Second party or empanelled vendor, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
21. If a Force Majeure situation arises, the Second party or empanelled vendor shall promptly notify the Purchaser in writing of such conditions and the clause thereof. Unless otherwise directed by the Purchaser in writing, the Second party or empanelled vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
22. Termination for insolvency: The Purchaser may at any time terminate the contract by giving written notice to the Second party or empanelled vendor, if the Second party or empanelled vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the second party or



- empanelled vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or, will accrue thereafter to the Purchaser.
23. The Purchaser and the second party or empanelled vendor shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the Contract.
 24. Applicable Law: The contract shall be interpreted in accordance with the laws of the Union of India.
 25. Taxes and Duties: Second party or empanelled vendors shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted goods to the purchaser. However, Sales Tax (not surcharge in lieu of Sales Tax) in respect of the transaction between the Purchaser and the Second party or empanelled vendor shall be payable extra, if so stipulated in the Notification of Award.
 26. The second party or empanelled vendor should carry out complete design of the entire WAN as required by the BSNL customer, supply, installation and commissioning of the required network components like routers, switches, leased line modems and other items required for the provisioning of the requirements given by BSNL Customer, along with the BSNL Team.
 27. The smooth functioning of the various applications and software provided by the customer should be ensured by the second party or empanelled vendor.
 28. Second party or empanelled vendor should ensure smooth data connectivity, including multi-access services like FAX, Voice, Video, etc., if any within all the locations of the WAN connected premises and the Central location.
 29. Second party or empanelled vendor should not enter into any agreement with the other competitors of BSNL, for the same work for which the second party is a contractor to BSNL, under this agreement.
 30. Second party or empanelled vendor should be prepared to enter into an Annual Maintenance Contract with BSNL for all the networking components supplied for providing back-to-back support to BSNL Customer.

O/o Sr. GENERAL MANAGER
ENTERPRISE BUSINESS- CHENNAI
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31. The Second party or empanelled vendor shall support SLA requirements of the BSNL Customers and ensure its compliance. In case the SLA commitments are not met, the second party or empanelled vendor shall be responsible for payment of penalties, if any imposed by the BSNL Customer.

NOTICES:

For the purpose of all notices, the following shall be the address of the Purchaser and second party or empanelled vendor.

Purchaser:

The Chief General Manager,
Bharat Sanchar Nigam Limited,
Purasawakkam, Chennai-600 010.

Second party or empanelled vendor:

Second party or empanelled vendor shall regularly intimate the progress of supply, in writing, to the Purchaser as under*:

1. Quantity dispatched / delivered to consignees and date.
2. Quantity where incidental services have been satisfactorily completed with date.
3. Quantity where rectification / repair / replacement effected / completed on receipt of any communication from consignee / Purchaser with date.
4. Date of completion of entire contract including incidental services, if any and
5. Date of receipt of entire payments under the contract.

(in case of state-wise inspection, details required may also be specified).

- Delete whichever is inapplicable.

Chennai Telecom District
Enterprise Business Cell

O/o The Sr. General Manager, Periyar Building 2nd Floor,
No.52 EVK Sampath Salai, Vepery, Chennai -600 007
Phone 91-44-2561 2077, FAX -044-25612003

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IN WITNESS WHEREOF, the parties hereto have executed these presents the day and the year first above written.

SIGNED AND DELIVERED
FOR AND ON BEHALF OF
BHARAT SANCHAR NIGAM LIMITED

SIGNED AND DELIVERED
FOR AND ON BEHALF OF
SECOND PARTY OR
EMPANELLED VENDOR

Name:

Name:

Seal:

Seal:

In the presence of

In the presence of

1. Signature

Signature

Name:

Name:

Designation

Address:

2. Signature:

Signature

Name:

Name:

Designation

Address