



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

BSNL, Chennai Telephones

EoI Document
for
Empanelment
of
System Integrator
For Establishment and Maintenance of
Customer's Private Network

**Enterprise Business Cell,
Chennai Telephones**

Price: Rs.2360/-
(Non-refundable)

Signature of bidder with official seal & date



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(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
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BSNL, Chennai Telephones

Office of GM (EB), BSNL, Chennai Telephones

Ground floor, BSNL Office, No.16, Greams Road, Thousand Lights, Chennai- 600006

CHTD-C-12/15(11)/1/2024-EB-CHTD

Dated at Chennai :05th Jan 2024

NOTICE INVITING EOI (EXPRESSION OF INTEREST) For Empanelment of System Integrator for Establishment and Maintenance of Customer's Private Network

Sealed EOIs are invited by the Chief General Manager, Chennai Telephones, Chennai-600 010 on behalf of BSNL from eligible bidders for Empanelment of System Integrator for establishment and maintenance of Customer's Private Network. The empanelment shall be applicable for a period of five years.

| | | |
|----|---|--|
| 1. | Name of Work | Empanelment of System Integrator (SI) for establishment and maintenance of Customer's Private Network. |
| 2. | Cost of the form | Rs.2360/- (non-refundable) To be submitted in form of Demand Draft (DD) from any scheduled bank drawn in favor of BSNL Chennai Telephones , payable at Chennai |
| 3. | Sale of form | Can be downloaded from www.chennai.bsnl.co.in |
| 4. | Security Deposit | i) For National SI - Rs. 1,00,000 /- (Rupees One Lakh only) in the form of Bank Guarantee from any scheduled bank. ii) For Circle SI - Rs.50,000/- (Rupees Fifty Thousand only) in the form of Bank Guarantee from any scheduled bank. iii) For Circle Silver SI - Rs.10,000/- iv) For BA Silver SI- Rs.5,000/- in the form of Bank Guarantee from any scheduled bank or a cash receipt. Validity of Bank Guarantee in above four cases - One year The format of Bank Guarantee is attached as Annexure-II. |
| 5. | Last date and time of submission of applications (EoIs) | Open Ended |
| 6. | Receipt of EOI | EOI Opening & Evaluation |
| | 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 1 st April onwards). However, BSNL reserves the right to openEOI(s) as per its requirement. |

EOI documents should be submitted in duly sealed cover with clear superscription "**EOI for Empanelment of System Integrator**" addressed to AGM (PM), Office of GM EB, BSNL, Chennai Telephones, **Ground floor, BSNL Office, No.16, Greams Road, Thousand Lights, Chennai- 600006** along with the necessary documents.

Deputy General Manager (EB - Gold)
O/o GM EB, Chennai Telephones

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1. Introduction

- Bharat Sanchar Nigam Limited (BSNL) is one of the largest & leading public sector units providing comprehensive range of telecom services in India. BSNL offers all kinds of telecommunication services like Basic (both fixed and wireless), Cellular, Data, National long distance, Internet etc. Keeping pace with the technological trend to provide latest and varied value added services to its customers, BSNL has deployed state of the art Multi Protocol Label Switching (MPLS) based Virtual Private Networks (VPN).
- 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.
- The basic objective of this EOI is to enable BSNL to provide complete end-to-end solution to its esteemed enterprise customers. BSNL intends to have a tie up with System Integrators, for establishment of Private Wide Area Network and complete networking solution for them on turnkey basis including 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 the Data Services offered by BSNL. In case required, they will also do all the operations and maintenance activities related to customer end & co-ordination with concerned agencies.
- 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, Chennai Telephones has to participate and compete in the tender with other service providers. In such cases also BSNL requires services of System Integrator, who will be responsible to supply network equipments and related items, configuration and integration with existing network, operation, maintenance and support related to customers. The successful System Integrator should not enter into any agreement with other competitors of BSNL in this regard for the same work.
- The System Integrators as per this EOI shall be categorized as National, Circle, Circle-Silver and BA-Silver System Integrators. While National System Integrators shall have presence throughout the country, the Circle, Circle-Silver and BA Silver System Integrators shall have presence in Chennai.
- The successful system integrator should enter into an agreement with BSNL Chennai Telephones for establishment of WAN for implementation/installation on turnkey basis including supply, installation, integration and maintenance of networking equipments and related items.

2. Scope of Work

- 2.1. The General Scope of Work of System Integrators (SI) is given below, but not limited to as it depends on the requirement of the customer.
- 2.2. Design of the entire Private Wide Area Network and complete networking solution for the customers, on turnkey basis including 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 the Data Services offered by BSNL. If required by the customer, any existing LAN should be integrated with the proposed WAN.

- 2.3. SIs will also arrange to provide relevant equipments free of cost for demonstrating the capability of solution, if the same is required by the customer.
- 2.4. Provisioning of service to customer:
- 2.4.1. BSNL and SI will jointly address the network requirements of the customer along with any other services required by the customer.
- 2.4.2. For providing last mile connectivity to the customer, SI will coordinate and pursue with concerned BSNL authorities as well as other agencies / Departments (Like regional offices of BSNL) to enable the same and complete the project in time.
- 2.4.3. To get the commissioning reports signed by the customers.
- 2.4.4. To give basic training to customer representatives at the sites regarding operation, testing and the configuration of equipment.
- 2.4.5. To carry out the annual operation & maintenances such as with or without consumables, spares, testing instruments, installation jigs etc., certain quality of service is to be guaranteed. Imprest stock of consumables and spares needs to be maintained to ensure the committed uptime. Besides routine/ preventive maintenance and operations, such projects usually require up gradation of the maintained systems during the contract period.
- 2.4.6. Also to provide necessary upgradation and modification on both software and hardware to meet the customer requirements from time to time.
- 2.4.7. The smooth functioning of the various applications and software provided by the customer should be ensured by the System Integrator.
- 2.4.8. Smooth Data connectivity between the WAN Connected Premises and the Central Location is to be ensured.
- 2.4.9. SI will also conduct technical seminar for BSNL Officers to make them conversant about their product capabilities vis-à-vis customer requirement.
- 2.4.10. Maintenance, Support Services, Annual Maintenance Contract etc. in respect of equipments supplied to the customer.

3. Eligibility Criteria for System Integrators

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

- Note:(i)Turnover- Average Annual Turnover for last two financial years as P&L Account II 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.

National SIs:

- i) Once an SI is empanelled in National Category in any Circle, it will be deemed to be empanelled in other Circles also for projects having total SI Component values Rs.1 Cr and above.
- ii) The National SIs (along with their locally empanelled SIs) are eligible to participate in the E-tender floated by other Telecom Circles
- iii) However, such National SIs shall be free to decide whether to work or not in circles where SIs have not empanelled (Other than Home Circle and Non- Consented Circles)
- iv) 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.1 Cr also from such National SIs.
- v) National SIs empanelled at their initial/first empanelment Home Circle/Units are eligible for projects having SI Component values below Rs.1 Cr also.
- vi) National SIs will not be required to submit PBG of Rs. 15 Lakhs in Circles other than home Circle.

Circle SIs:

- i) A circle SI can become SI of any other Circle(s)of its choice on submitting consent letter (Appendix-A) as above with an additional BG of Rs. 1 lakh per circle, provided such SI is meeting the SI eligibility criteria of that Circle(s).

Detailed Eligibility and operational Criteria of SI:

| SN | National & Circle SIs | Circle Silver & BA Silver 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) | A) SI shall be required to submit additional project-wise PBG value as per instructions issued from time to time. | |
| | B) However, for the projects of Home Circle/BA 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. | |
| | 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. | |
| | 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 | |

| | | |
|-------|---|--|
| (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 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. | SI shall have tie up and technical arrangement directly with the technology company or thorough its authorized dealer whose equipment 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. | |
| xii | 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. | |

4. **Other Terms and Conditions**

- (i) 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.
- (ii) System Integrator will ensure availability of all spare parts for five years period.
- (iii) **BG for Empanelment:** National, Circle ,Circle-Silver and BA Silver System Integrator shall submit Bank Guarantee (BG) of Rs 15 lakhs, Rs.3 lakhs ,Rs.50,000/-,Rs.25000/- respectively for five and half years from any scheduled bank for abiding by general rules of empanelment agreement. The refundable security deposit submitted at the time of application for empanelment would stand released thereafter.
- (iv) BG should be submitted before signing the agreement on issue of letter of intent, for ensuring full compliance of agreement conditions. Initially, the BGs shall be valid for at least five and half years from the date of issue of letter of intent and shall be renewed from time to time till six months beyond 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 BG will be six months more than the project duration. The Project duration includes warranty and AMC, if any required by the customer.
- (v) System Integrator should submit additional PBG of at least 5% of the P.O. value, or value as desired by the end customer whichever is higher, whenever a work is awarded to System Integrator valid for the duration required for the project. Alternatively, where no PBG is to be submitted by BSNL to customer, BSNL may allow at its discretion in situations if felt necessary for the recovery of 5% of PO value from running bills instead of PBG for works requiring PBG up to the amount mentioned in above para 4.(iii) and will be refunded on completion of warranty period as required in the concerned project.
- (vi) System Integrator shall support SLA requirements of BSNL customers and ensure its compliance. In case SLA commitments are not met, System Integrator shall be responsible for payment of penalties, if any, imposed by the customer.
- (vii) System Integrators shall carryout quarterly preventive visit to each WAN site or as per the customer requirement which will be notified in the terms and conditions for respective project.
- (viii) The empanelment of System Integrators will be on a Non-exclusive basis. The agreement shall not restrict BSNL from contracting for identical or similar services from any other person /party. Also BSNL intends to empanel multiple number of SIs through this present empanelment process. BSNL reserves the right to appoint any number of SIs in this category or sell directly or through other channels also. BSNL also reserves the right to create other categories of SIs to serve a particular segment of customers.
- (ix) The empanelled System Integrator should necessarily submit the quote whenever called for. Even within short notice if the quote is called for, the same has to be given either through email or fax. In case, SI is not able to quote for any particular project, reasons for

not quoting should be clearly submitted to BSNL, failure to submit the quote consecutively for three projects without proper reason may entail the removal of SI from empanelment and BG shall be forfeited.

- (x) The SI should supply the equipment within a short period, which will be indicated in the PO on project to project basis. The delivery must be completed not later than the dates specified in the Purchase order. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage as below.
- a. Should the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5% of the value of the delayed supply for each week of delay or part thereof for a period up to first Ten weeks and thereafter at the rate of 0.7% of the value of the delayed supply for each week of delay or part thereof for another TEN weeks of delay. In the case of package supply where the delayed portion of the supply materially hampers installation and commissioning of the systems, L/D charges shall be levied as above on the total value of the concerned package of the purchase Order. Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier. Further, the same shall not be challenged by the supplier either before Arbitration, Tribunal or before the Court. The same shall stand specifically excluded from the purview of the Arbitration clause, as such shall not be referable to arbitration.
 - b. The above clause is a general one. However if BSNL is participating in any tender, the LD clauses as given in the tender document of the customer will be binding of the system Integrator and any liquidity damages arising out of late delivery during the performance of the contract which BSNL need to pay to the customer shall be borne by the system integrator, as per the customer tender document.
 - c. BSNL may also deduct the amount at actual which BSNL needs to pay to the customer on account of non-adherence to SLA from System Integrators from balance payment or SD/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.
- 4.1. For a specific project, the selected SI shall give an undertaking to BSNL stating that they will not participate in the tender either directly / indirectly for the projects. If BSNL subsequently comes to know that the empanelled vendor/SI had participated in any tender either directly/indirectly, BSNL reserve the right to delete the name of the System Integrator from the list of empanelment, in addition to forfeiture of Security deposit/BG.
- 4.2. SI should give onsite warranty of twelve months from the date of commissioning. Warranty cost will be included in the cost of equipment. After warranty support, SI should also provide the AMC of the customer end equipment. Annual AMC charges should be quoted separately.

5. PROCEDURE FOR EMPANELMENT

- a) An initial screening of all the applications will be undertaken by Screening Committee.
- b) The Screening Committee, after evaluation of 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/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.

6. DURATION OF EMPANELMENT

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

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

7. Method of Job Allocation:

- i) When any project is to be executed, bids can be obtained from the System Integrators and work awarded to any of them following normal selection procedure.
- ii) SIs can also bring to BSNL its customers for providing networking requirement using BSNL's infrastructure. The following preference will be given to SIs who brings in the customers 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 the 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.

8. PAYMENT TERMS & CONDITIONS

- a) Normally, all the offers to the customer will be in the name of BSNL and by the BSNL.
- b) The customer will make all payments towards project cost to BSNL.
- c) Back to back payment arrangement will be there from BSNL to System Integrator for procurement, installation, configuration, commissioning, O&M of the equipment at the customer sites.
- d) For each requirement of Customer's Private Network, BSNL will issue a purchase order (P.O.)/Work Order (W.O.) to SI containing details of equipment along with agreed price, terms & conditions.
- e) Payment to the System Integrator will be made in installments depending upon the payment that the BSNL will get from the Purchaser.
- f) The AMC payment, wherever entered will be made on quarterly basis and after the expiry of quarter subject to fulfillment of Service Level Agreement (SLA) and maintenance schedule.
- g) Depending on customer, market position, BSNL will be charging a commission/profit margin on the SI invoices value.
- h) Factoring in of the License Fee: The license fee is over and above BSNL margin, accordingly, financial viability may be duly ascertained.

9. SUBMISSION OF APPLICATION

- a) EoI document can be downloaded from web site www.chennai.bsnl.co.in Separate Demand Draft of Rs.2360/-(cost of EoI document) payable at Chennai, drawn in any nationalized /scheduled Bank, in favor of AO, BSNL, Chennai Telephones, Chennai, should be submitted along with the downloaded EoI Document. The fee for the application is neither transferable nor refundable. The details of the application fee should be clearly mentioned in the application form.
- b) The bidder shall submit duly filled in Annexure-I with documents as specified in it (documents should be placed by bidder as annexure-1 to 13 in properly sealed envelope) with signature and seal on each page. The bidder 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.
- c) All costs & expenses associated with submission of application shall be borne by the company/firm submitting the application and BSNL shall have no liability in any manner in this regard or if it decides to terminate the process of short-listing for any reason whatsoever.
- d) The right to suspend the short-listing process or part of the process to accept or reject any or all applications at any stage of the process and / or to modify the process or any part thereof at any time without assigning any reason thereof is reserved by BSNL without any obligation or liability whatsoever.
- e) 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 bidder.

BSNL may also ask for submission of any additional/missing document within a stipulated time period. In such case(s), the bidder shall have to comply the BSNL's requirement within the specified time. In case of non-compliance to such queries, the EOI of the bidder will be out rightly rejected without entertaining further correspondence in this regard.

10. **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

11. **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 there of 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 :

| Claim amount (excluding claim for counter claim, if any) | Number of arbitrator | Appointing Authority |
|--|---|---|
| Above Rs. 5Lakhs to Rs.5 Crores | 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.5 Crores | 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 pendent elite 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 –

- (1) 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).
 - (2) 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.
 - (3) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings Under Subsection (1):-
 - (a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
 - (b) 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;
 - (c) 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;
 - (d) 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.
 - (4) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.
 - (5) 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.
 - (6) 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.
- g. 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.

- h. 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.
- i. The venue of the Arbitration proceedings shall be Chennai or such other places as the arbitrator may decide.
- j. 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.

12. **Check List:**

- a) Application form in Annexure-I with documents as per annexure-1 to annexure-13
- b) Cost of EoI Document of Rs.2360/-
- c) Security Deposit

15Annexure-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>Head office in Chennai:</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 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 | | | |
|------------------------------------|--|---|-------------------|
| Sl No. | Required Information | Indicative Documents to be attached in Annexure | Enclosed (Yes/No) |
| 1. | Name and address of the Person Signing the document | <p>i) <u>In case of Company:</u> 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) <u>In other cases:</u> Credential of person signing the document The bidders are requested to attach the documents as Annexure 1 of their bid document.</p> | |
| 2. a | Whether the company is a public limited or a Private limited company or proprietorship registered in India | <p><u>In case of company:</u> a) A Corporate brochure of the company. b) Certificate of Incorporation c) Memorandum and Article of Association d) Details of Directors e) Annual report for last 2 financial years</p> | |
| b. | Area of business: IT/Networking | <p><u>In case of proprietorship/others:</u> Details of Proprietorship/others with proof of registration or applicable documents. The bidders are requested to attach the documents as Annexure 2 of their bid document.</p> | |
| 3. a | Whether the entity is a direct owner of technology or have a direct teaming 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. (Attach details as per Format A) The bidders 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. The bidders 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 FY____: Rs._____, FY____: Rs._____</p> <p>The bidders are requested to attach the documents as Annexure 5 of their bid document.</p> | |

| | | | |
|-----|---|--|--|
| 6. | Experience of WAN implementation. | a) P O copies b) Satisfactory Completion Certificate from the end Customer (Attach details as per Format B) The bidders are requested to attach the documents as Annexure 6 of their bid document. | |
| 7. | a) Number of Support Centers in Chennai / India | a) List of support centres available with address details/proof and organization chart to be furnished (Format C for reference) or b) For Support Centers, applicant needs to give undertaking as per its category that SI shall work on PAN India(National SIs) or PAN Circle basis(Circle and Circle-Silver SIs) or PAN BA (BA-Silver) as applicable The bidders are requested to attach the documents as Annexure 7 of their bid document. | |
| 8. | GST Registration No. | Copy of the GST Registration. In case of multiple GST numbers, copies of all GST Registration The bidders are requested to attach the documents as Annexure 8 of their bid document. | |
| 9. | Income TAX PAN No. | Copy of PAN The bidders 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 bidders 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 bidders are requested to attach the documents as Annexure 11 of their bid document. | |
| 12 | Self Declaration that SI is not an ISP | A self Declaration stating that the System Integrator is not an ISP. The bidders are requested to attach the documents as Annexure 12 of their bid document. | |
| 13 | Undertaking to submit PBG | An undertaking to submit PBG The bidders are requested to attach the documents as Annexure 13 of their bid document. | |

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

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 bidder may add any other items/specifications etc in additional rows/columns.

FORMAT-B**1. Experience of WAN implementation**

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

a. Solutions Details

The field of expertise in providing solutions as IT/Networking Company

| S# | Details | Remarks (Yes/No) |
|-----------|-------------------------------|-------------------------|
| 1 | LAN Solution | |
| 2 | WAN Solution | |
| 3 | Wireless Solution | |
| | 1.0 Radio Modem | |
| | 2.0 WiFi | |
| 4 | Security solutions | |
| 5 | Video conferencing solutions | |
| 6 | Computer and Server solutions | |
| 7 | Call Center Solutions | |

b. Hardware Details

Make and Model of the OEM which will be quoted by the SI and partnership with OEM for the Networking components mention below.

| S# | Hardware | Make and Model | Partnership with OEM |
|-----------|-------------------------------------|-----------------------|-----------------------------|
| 1 | CAT 6 Cable and components | | |
| 2 | Layer 2 / Layer 3 Networking Switch | | |
| 3 | Router | | |
| 4 | Firewall | | |
| 5 | Computer | | |
| 6 | Server | | |
| 7 | Leased line modem | | |
| 8 | Radio Modem | | |
| 9 | Access Point | | |
| 10 | Fibre Patch Panel | | |
| 11 | Networking Racks | | |
| 12 | WiFi components | | |
| 13 | UPS | | |
| 14 | Convertors | | |
| 15 | GSM Router | | |
| 16 | Any other products | | |

FORMAT-C

(Number of Support Centers)

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

Annexure-II**BID SECURITY FORMAT**

To

The Chief General Manager,
BSNL, Chennai Telephones,
Chennai.

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 1 **(One) lakh / Rs.50,000/- / Rs.10,000/- / Rs.5000/- 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 theEOI/ 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 its stamped on this Day of20 at

Designation.....

Bank Seal.....

Attorney as per power of Attorney

No.....

Witness Signature.....

Name

Annexure-III**AGREEMENT**

THIS AGREEMENT made on this _____ day of _____, 20____, at Chennai between Bharat Sanchar Nigam Limited having its Regd. Office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi – 110001 (hereinafter referred to as "BSNL") which expression shall include its successors and assignees) on the one part and

M/s _____ (hereinafter referred to as "System Integrator") which expression shall include its successors and assigns on the other part.

WHEREAS BSNL intends to empanel System Integrators for establishment and maintenance of customized private Wide Area Network (WAN) at client's premises.

AND WHEREAS the said System Integrator who is having all the wherewithal is hereby empanelled as **National / Circle / Circle-Silver / BA Silver** System Integrator (**strike out which ever is not applicable**) to undertake all such jobs as and when assigned by BSNL on the terms and conditions as set out in this agreement.

WHEREAS both the parties to the Agreement agree to the following terms and conditions: The System Integrator shall nominate the team, their name(s), address (es) and telephone nos.

(Residence included) for better co-ordination.

1. The System Integrator shall make available the complete contact address of its Directors and local heads as applicable to BSNL.
2. BSNL being a service organization, many of the requirements could be of emergency nature. The agencies have to respond to such demands despite holidays/beyond office hours.
3. Mere empanelment does not confer automatic rights to a System Integrator to secure/procure jobs.
4. BSNL will not pay any extra charges related to presentation at BSNL and customer premises and training to client's representatives for operation & maintenance.
5. The turnkey projects will involve supply, execution and O&M subcontracts. Therefore at the project proposal preparation stage itself, back up offers from the prospective subcontractors should be obtained. The needed agreements should be signed immediately on award of the contract. These agreements should clearly define the deliverables, terms, schedules, penalties, and guarantees so as to protect the BSNL's interests.
6. BSNL shall invite sealed quotations/bids/Proposals from empanelled SIs for various types of projects related to Customer's Private Network for finalization of the rates. The quotation/bid/Proposal shall specify validity of the prices, delivery period, penalty, AMC etc. The rates for such project costs shall be finalized after observing all the formalities. Depending upon the requirements, order could be placed on the empanelled SIs at the finalized rates. However, before placement of Purchase Order, the prices may be negotiated taking into account the reasonableness with reference to prevailing market price.
7. For participation in Projects through open tender, in order to be competitive, standing committee can further negotiate the rates with the empanelled vendors.
8. It may not be possible to fix the prices of all the items, as depending upon the requirement of the customers, there may be slight variations in the specifications. BSNL

could negotiate the prices of such items with these selected vendors and place orders on any of the empanelled vendor at negotiated price.

9. In a situation when the customer desires to expand the existing network, the procurement of add on equipment becomes proprietary in nature. Keeping in view the requirement of the customer and the fact that ultimately the customer will be paying for the cost of equipment, the BSNL may finalize the prices of proprietary equipments after negotiations.

10. Process and Payment Terms

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

10.2. The customer will make all payments towards project cost to BSNL.

10.3. 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.

10.4. For each requirement of Customised WAN solution, BSNL will issue a purchase order (P.O.) to SI containing details of equipment along with agreed price, terms & conditions.

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

10.6. 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.

10.7. Depending on customer, market position, BSNL will be charging a commission on the SI invoices value. The license fee is over and above BSNL margin, accordingly, financial viability may be duly ascertained

11. The terms and conditions in the EOI document No _____ shall form a part of this agreement.

12. Commencement & Duration:

a. This agreement shall commence from the _____ Day of _____, 20____ for a period of five years up to _____.

b. BSNL may extend, if deemed expedient, the period of agreement by TWO YEARS at one time depending on satisfactory performance of the empanelled system integrators.

13. Modifications in terms: Any changes in the terms and conditions contained herein shall have effect only prospectively, and shall be valid only if recorded in writing and signed by the authorized officers of the BSNL and the SI.

14. Termination:

a. Either party may terminate this agreement by giving three months notice in writing to the other. The obligations of the parties shall continue during the notice period.

b. However, if the services of the System Integrator are not found satisfactory, BSNL shall have the right to cancel the contract at any time without assigning any reason and without any financial compensation to the SI.

13. 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 there of 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 :

| Claim amount (excluding claim for counter claim, if any) | Number of arbitrator | Appointing Authority |
|--|---|---|
| Above Rs. 5 Lakhs to Rs. 5 Crores | 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. 5 Crores | 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 pendent elite 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 –

a. 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).

b. 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.

- c. The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings Under Subsection (1):-
- i. The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
 - ii. 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;
 - iii. 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;
 - iv. 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.
- d. The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.
- e. 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.
- f. 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.

- g. 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.

- h. 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.

- i. The venue of the Arbitration proceedings shall be Chennai or such other places as the arbitrator may decide.
- j. 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.

IN WITNESSETH whereof the parties have put their hand on this Agreement on the day and year first above written.

BSNL

SYSTEM INTEGRATOR through its authorized representative

WITNESSES:

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

(To be typed on Rs.200/- or as applicable non-judicial stamp paper)

Re: Bank Guarantee in respect of Agreement subsequent to letter of intent vide no-
 _____ dated _____ against EoI no- _____ dated _____
 between Bharat Sanchar Nigam Limited, (BSNL in short) (A Government of India Enterprise), at
 Bharat Sanchar Bhawan, Harish Chandra Mathur Lane Janpath, New Delhi - 110001
 (hereinafter referred to as "BSNL") and
 M/s _____, a company registered
 under The Companies Act, 1956 and having its Registered Office at
 _____ **(may be suitably changed in case of proprietor/
 /partnership Concern/LLP/ Individual)** (hereinafter called " System Integrator ") whereby BSNL
 has agreed to empanel System Integrator (SI in short) for execution of Customer's Private
 Network on turnkey basis on the terms and conditions exclusively mentioned therein.

It has been agreed between the parties that a Bank Guarantee for **Rs...../-
 (Rupeesonly)** shall be given by the System Integrator in
 favour of the BSNL for due and faithful performance of the terms and conditions of the said
 agreement.

_____ Bank having its office at _____ has at
 the request of the System Integrator (M/s _____),
 decided to give the guarantee as hereinafter contained:

1. We, _____ (hereinafter called the "Bank") do hereby undertake
 and assure to the BSNL that if in the opinion of the BSNL, the System Integrator has in any
 way failed to observe or perform the terms and conditions of the said agreement or has
 committed any breach of its obligations thereunder, the Bank shall on demand and
 without any objection or demur pay to the BSNL the said sum of
Rs..... /- (Rupees.....only) or such lesser
 amount as BSNL may demand without requiring BSNL to have recourse to any legal
 remedy that may be available to it to compel the Bank to pay the same.
2. Any such demand from the BSNL shall be conclusive as regards the liability of System
 Integrator to pay to BSNL or as regards the amount payable by the Bank under this
 guarantee. The Bank shall not be entitled to withhold payment on the ground that the
 System Integrator had disputed its liability to pay or has disputed the quantum of the
 amount or that any arbitration proceeding or legal proceeding is pending between
 System Integrator and BSNL regarding the claim.

We, the Bank further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect for the period up to _____ from the date of commencement of the agreement or the term of this guarantee whichever is later. But if the period of the said agreement is extended either pursuant to the provisions in the said Agreement or by mutual agreement between the System Integrator and the BSNL, the Bank shall renew the period of the Guarantee for such period which expires 6 (six) months after the renewed period of the said agreement failing which it shall pay to the BSNL the said sum of **Rs...../- (Rupees.....only)** on written demand by BSNL demanding the payment of the above sum.

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

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

5. Notwithstanding anything herein contained;

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

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

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

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

ANNEXURE V
UNDERTAKING TO SUBMIT PBG

I _____ hereby on behalf of M/s. _____ agreed to submit PBG of Rs. 15 Lakhs / Rs. 3 Lakhs / Rs. 50,000/- Rs.25000/-after approval of empanelment / issue of LOI as National / Circle / Circle-Silver / BA-Silver level System Integrator respectively within 21 days of approval in the format specified in the EOI. In the event of failing to do so will result forfeiting of my EMD and cancellation of empanelment as National / Circle / Circle Silver/ BA-Silver System Integrator.

Name :

Signature :

Stamp :

Place & Date :

**ANNEXURE VI
NON ISP CERTIFICATE**

I _____ hereby on behalf of M/s. _____ certify
that, we are not registered as ISP.

Name :

Signature :

Stamp :

Place & Date :

**ANNEXURE VII
DECLARATION**

I _____ hereby on behalf of
M/s. _____ certify that, we are not blacklisted
/De-registered / debarred by GST authorities / Any Government department/
Public Sector Unit or any other agency.

Name :

Signature :

Stamp :

Place &Date :

Appendix-A

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

To
CGMT,
-----Circle,

SUBJECT: Request for Empanelment as Circle/National SI

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

- i. That, my firm/organization/company,----- (herein after called applicant), is already empanelled as a System Integrator in - (Name of Home Circle) ----- Circle as National/Circle Level System Integrator.
 - (ii) That, the applicant is interested to get empanelled as SI of your Circle also.
 - (iii) That, the applicant is eligible under this policy to be empanelled as National/Circle SI.
 - (iv) That, the applicant on appointment as SI, would abide by the procedure as decided from time to time by BSNL and its officers in executing the network assignments as approved for the purpose.
 - (v) It is declared that the intended additional empanelment in your Circle would not affect the quality and speed of the works in my existing empanelled Circle.
 - (vi) It is well understood, that Enterprise Business leads are of utmost importance and has got commercial value for BSNL and would not be mis-utilised in any form which may be detrimental to the Business interests of BSNL.
 - (vii) That the quotes given by me against the queries of BSNL would be firm and to be abided by me.
 - (viii) That, the acceptance of my offer against any goods or services would be at the sole discretion of BSNL and my Company would have no claim or right on any business.
 - (ix) That all the terms and conditions as applicable to me in my home Circle of empanelment would be enforceable in your Circle mutatis mutandis.
 - (x) That, the policy is non exclusive in nature and the applicant can't claim any right to any business, customer, area or product etc.
 - (xi) That, the applicant is aware that the 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, (Chennai Telephones),

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