



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

**Enterprise Business Cell,**  
**Orissa Telecom Circle**

**Eol Document**  
**for**  
**Empanelment**  
**of**  
**System Integrator**  
**For Establishment of Customized Private**  
**WAN Network**

**Cost of Eol Document – Rs. 520/-**



**BHARAT SANCHAR NIGAM LIMITED**  
(A Government of India Enterprise)  
O/O CHIEF GENERAL MANAGER, ORISSA TELECOM CIRCLE  
4th FLOOR, Unit-IX, DOOR SANCHAR BHAWAN,  
BHUBANESWAR-22

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No.- No. BD-8/ EOI-SI/ 09-10/ 73

Dated at BBSR 24.2.2011

**NOTICE INVITING EOI (EXPRESSION OF INTEREST) FOR Empanelment of System Integrator for establishment of Customized Private Wide Area Network**

Sealed EOIs are invited by the Chief General Manager Telecom, Orissa Circle, Bhubaneswar-751001 on behalf of BSNL from eligible bidders for Empanelment of System Integrator for establishment of Customized Private Wide Area Network on turnkey basis for a period of Three years.

- a) Start of Sale of EOI document - 24.02.2011 .
- b) Last date of issue of EOI document - 17.03.2011
- c) Last date and time of submission of documents - 18.03.2011 / time 15.00 hr
- d) Date and time of opening of EOI documents - 18.03.2011 / time 16.00 hr
- e) Earnest Money Deposit: - Rs. 40000 /- (Rupees Forty thousand only) in the form of DD/PBG.
- f) The EOI forms can be obtained from AGM(CP), O/o the CGMT, Orissa Circle, 4<sup>th</sup> Floor, RoomNo.420 Doorsanchar Bhawan, Bhubaneswar-22 on payment of Rs.520/- (Rupees Five Hundred & Twenty Only) in the form of DD.

OR

The EOI document can be downloaded from the internet site: [www.orissa.bsnl.co.in](http://www.orissa.bsnl.co.in) & submitted along with the DD of Rs. 520/- which is non-refundable towards the cost of tender form.

The DD( Demand Draft for EMD and document cost should be from any scheduled bank drawn in favor of **A.O. (A&P), O/o the CGM, BSNL, Orissa Circle, Bhubaneswar.**

EOI documents should be submitted in duly sealed cover with clear superscription **“EOI for Empanelment of System Integrator”** addressed to AGM (CP) O/o CGMT, Orissa Circle, 4<sup>th</sup> Floor, Room No-420, Doorsanchar Bhawan, Unit-IX, Bhubaneswar-22 along with the necessary documents & the EOIs will be opened at the Conference Hall , 3<sup>rd</sup> Floor in the same building in the presence of bidders or their authorized representatives who may wish to remain present at the time of opening of EOI. The representative should produce a letter of authority for that purpose.

Bidders desiring to send the EOI document through Post may please ensure that the same reaches before the time and date stipulated. BSNL shall not be responsible for any postal/ communication delay.

AGM (CP.)  
O/o C G M Telecom, Orissa Circle,  
Bhubaneswar

**INDEX**

<u>Sl. No.</u>	<u>Description</u>	<u>Page No.</u>
1.	Introduction	4
2.	Concept of Network System Integrator	5
3.	Eligibility criterion for system integrator	5
4.	Other Terms & Conditions/ Penalty	6
5.	Submission of Document	7
6.	Procedure for Empanelment of System Integrator	8
7.	Duration of Empanelment	8
8.	Scope of work	9
9.	Method of Job allocation	9
10.	Payment terms & conditions	9
	Annexure-I	10
	Annexure-II	11
	Annexure-III	15
	Annexure-A	17

## **1. INTRODUCTION**

### **The Company**

BSNL was set up in October, 2000 by the Government of India to operate telecom services and upgrade their quality, expand the telecom network, introduce new services and raise revenue for telecom development needs of India. In the past two years the company has taken rapid strides to emerge as India's largest and one of World's major telecom operating companies. Besides having a strong financial base, BSNL has a large market share of the national telecommunication network.

The company has also been in the forefront of technology induction by converting 100% of access lines into digital mode.

### **Basic & other related service**

BSNL today provides a wide array of nation wide telecom services. Apart from basic service, it provides I-Net, Intelligent Network Services, Internet, Broadband, ISDN, Leased Lines, Voice Mail Services, CDMA-based WLL services, long distance service. BSNL had launched its countrywide network of cellular mobile service in Oct'2002. Today, it has captured a lion share of market through out country in this competitive scenario.

### **Enterprise Business (EB) Policy**

Growth in industrial and IT sectors in India during last few years has created new business opportunities in telecom sector. BSNL can leverage its widespread telecom network resources in India to tap these business opportunities and provide customized network solutions and services to its clients. It has been therefore decided to form a Enterprise Business Cell in every circle to undertake such new business activities in India. Broad guidelines for undertaking this business are described below.

#### **a. Enterprise Business Cell**

Each circle will have a Enterprise Business cell that will seek new telecom and IT business opportunities and undertake projects/ telecom related studies for the customers. The Enterprise Business Cell can be under GM (EB) with a DGM and support staff to start with. As the business grows, the cell can be further strengthened.

Broad functions of the Enterprise Business Cell will be as under:

- Address the communication needs of the large, medium and small enterprises and government bodies; and create business opportunities by proposing solutions for their communication needs.
- Liaison with prospective business customers.
- Prepare technical and commercial proposals, participate in bid process wherever necessary, and if the work is awarded, sign agreements and contract documents on behalf of BSNL.
- Oversee the project management, billing, payments and ensure that cost and time over-runs do not occur.
- Appoint subcontractors / suppliers and process their work orders and payments.
- Manage inter-circle/ inter-agency / BSNL HQ coordination.

**b. Execution of Turnkey Projects**

In the turnkey projects, the entire execution responsibility of the project is with the bidder. The estimated project cost indicated to the customer includes the equipment cost, installation costs, project management cost, investment cost, overheads etc. A percentage of project cost is charged as profit margin. Typical profit margin of 15% is required to be added over and above all the costs but it will vary from project to project depending on nature of project, competition, time for realization of investments made in the project and other factors.

**2. Concept of Network/System Integrator**

BSNL requires services of System Integrator, who will be responsible to supply network equipments, configuration, and integration with existing network, operation, maintenance, support related to customers & marketing.

The System Integrators shall be categorized as National System Integrator/Zonal System Integrators. While National System Integrators shall have presence throughout the country, Zonal System Integrators shall have presence in any of the four Telecom zones of BSNL. For the ease of distribution, the whole country will be divided into four zones viz South (covering the states of Tamil Nadu, Kerala, Andrapradesh and Karnataka), West (Maharashtra, MP, Chatisgarh, Goa and Gujarat), East (Bihar, West Bengal, Jharkhand, Orissa, Assam and NE) and North (Remaining states). The NIs empanelled for "National" category will automatically be eligible for Zonal Category.

**3. Eligibility Criterion for System Integrators / Conditions.**

- (a) System Integrator shall be an IT/Networking sector / Telecom solution Provider Company.
- (b) System Integrator shall be a direct owner of technology or have a direct teaming agreement with each of technology companies that form the core building block for WAN or related project implementation. The core building blocks may be classified as servers, computers, computer peripherals, routers, LAN Switches/hubs, firewall, leased line modems, ISDN backup devices, connectors and basic computer related software etc.
- (c) The System Integrator should provide letters of support from OEM stating that their solution will be supported on the platform proposed by System Integrator at least for the next five years. All software upgrade for 5 years shall be provided free of cost. OEM/System Integrator will ensure availability of all spare parts for five years period.
- (d) National System Integrator or its parent company should be a public limited company listed in India. Zonal System Integrator or its parent company should be a private/ public limited company listed in India. (Indian PSUs are exempted)
- (e) National System Integrator should be ISO 9001: 2000 certified for services.
- (f) The technical team of System Integrators will assist BSNL in coming out with the cost effective solution for the customers and will be required to give joint presentation with BSNL to customers.
- (g) Each empanelled System Integrator will need to submit refundable security deposit in the form of Bank Guarantee from any scheduled bank valid up to 9.10.2013. The amount is 5 lakhs for national System Integrator and 3 Lakhs for Zonal System Integrator.
- (h) System Integrator shall also submit additional PBG of at least 5% of the P.O. value, whenever a work is awarded to System Integrator valid for the duration required for the project. Alternatively, 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 upto the amount mentioned in above para 3(g) and will be refunded on completion of warranty period/ as required in the concerned project.

- (i) System Integrator shall provide 24X7 help centre either web-based or IVR based. System Integrator shall ensure consultation, assistance and advice within four hours or as defined in SLA entered with customer. In other cases, complaint may be attended within eight hours.
- (j) 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.
- (k) 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.
- (l) The empanelment of System Integrators will be on a Non-exclusive basis. This means that two SIs who are Channel partners of same make can be a part of the list
- (m) The annual turnover, experience in WAN implementation and minimum support centre for System Integrators is indicated below:

S. No.	Criteria	Category	
		National	Zonal/ Circle
1.	Experience of WAN implementation on turnkey basis.	Minimum projects executed 20	Minimum projects executed 2
2.	Turn over (for IT/networking business) for last two years	Rs. 25Crore	Rs. 1 Crore
3.	Support Centre	Minimum 20	Minimum 5

#### 4. Other Terms and Conditions / Penalty

4.1 The empanelled Vendor 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 Vendor /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 will entail the removal of vendor from empanelment and performance BG shall be forfeited.

4.2 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 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/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 system integrator/vendors, 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 OEMs/Vendors/ System Integrators from balance payment or SD/PBG,if due to the failure on part of OEMs / vendors/ System Integrators, BSNL could not meet the SLA condition.

( d) Without prejudice to its rights of any other remedy, BSNL may encash Performance Bank Guarantee in case of any breach in terms and conditions of the agreement by the NI or in case of business loss suffered by BSNL due to failure of service on part of the NI

- 4.4 a) For a specific project, the selected vendor/SI 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/SI had participated in any tender either directly/indirectly, the BSNL reserve the right to delete the name of the OEM/System Integrator from the list of empanelment, in addition to forfeiture of Security deposit.
- 4.5 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.
- 4.6 The OEM should also provide system Integration support for the entire project which involves supply, Installation, testing, Integration, training and commissioning and Maintenance.
- 4.7 In case the OEM is entering in to consortium partnership with other vendors / System Integrator for submitting a bid for BSNL project, the details of the consortium partner should be clearly mentioned.
- 4.8 SI should give on site 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. SUBMISSION OF DOCUMENT**

The bidder shall submit following documents along with the bids:-

- (i) A Corporate brochure of the concerned system integrator.
- (ii) Certificate of Experience as defined in eligibility criteria along with customer details, project profile with dates, addresses and telephone numbers of the customer.
- (iii) Turn over ( for IT/Networking Business) for last two financial years 08-09 & 09-10 with minimum amount Rs. 1\_Crores in zonal/Circle level or Rs. 25 Crores in national level each year certified by Chartered Accountants.
- (iv) ISO 9001:2000 certification for service, if applicable.
- (v) EMD in form of DD of Rs 40000/- in favour of Sr A.O. (A&P), O/ o the CGMT, BSNL Orissa circle, Bhubaneswar-1 valid for six months from any scheduled bank.

- (vi) In case system Integrator is not a direct owner of technology then a details of teaming agreement with each of technology companies that form the core building block for WAN or related project implementation should be submitted in tabular form as per Annexure-A

Support letter from OEM stating that their solution will be supported on the platform proposed by System Integrator at least for the next five years. Support from OEMs of maximum key building blocks is preferable.

- .vii) Certificate of Incorporation/ Memorandum of article of association etc as proof of the company.  
(vii) Organizational Chart and infrastructure details with the list of support centers at major cities of the country. Details of support centers (Address, Contact Tel No. ,No of staffs/ etc.)  
(viii) The tender paper duly signed on each page by the authorized signatory as compliance statement.

**The bid should contain the above mentioned documents with duly filled Annexures intact with the tender document, with signature and seal on each page. The supportive documents/certificates should be attested by gazetted officer.**

**Note: If any one of the above documents required to be submitted along with EOI is found wanting, the offer is liable to be rejected at that stage. However, the BSNL may at its discretion call for any clarification regarding the document. 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 will be out rightly rejected without entertaining further correspondence in this regard.**

## **6. PROCEDURE FOR EMPANELMENT**

1. An initial screening of all the applications will be undertaken by Screening Committee.
2. The Screening Committee, after evaluation of the all the applications, if required, may recommend the name of the system integrators who could be called for presentation on a specified date, time and venue before the Standing committee.  
The presentation will comprised briefly on  
Company 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 Orissa & BSNL etc.
3. System Integrators will then be empanelled based on the various factors such as :
  - Past experience in Networking,
  - Financial strength,
  - Their presence in various parts of the country/zone.
  - Their tie-up with various Networking equipment suppliers, etc.

A panel of System Integrators will be selected thereon based on final ranking and will be issued a letter of award.

## **7. DURATION OF EMPANELMENT**

The Empanelment of selected system integrators shall be for a period up to 9<sup>th</sup> April 2013, which may be extended twice for a period of six months or more depending on satisfactory performance of the empanelled system integrators to the satisfaction of BSNL.



**8. SCOPE OF WORK**

The scope of work for the empanelled system integrators which are given below but not limited to the details mentioned below, as it depends on requirement of the customer.

- To design, supply, install, configure and commission the network at the customer sites and co-ordinate with BSNL units . Integration with existing LAN, if required.
- To get the commissioning reports signed by the customers and submit copies to BSNL units after the acceptance testing is made.
- To give basic training to customer representatives at the sites regarding operation, testing and the configuration of equipment. Technical seminar for BSNL officers to make them conversant about product capabilities vis-a vis customer requirement.
- 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.
- Also to provide necessary up gradation and modification on both software and hardware to meet the customer requirements in time to time.

**9. Method of Job Allocation:**

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

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

**10. 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 P-WAN (Private WAN) solution, BSNL will issue a purchase order (P.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 on the SI invoices value.

**annexure - I**

**PARTICULARS FOR EMPANELMENT OF SYSTEM INTEGRATORS**

(To be submitted by System Integrators on their letter heads)

- (i) Name of the System Integrator
- (ii) Address of Office at BSNL circle HQ location  
Tel. (Landline & Mobile) Nos.  
Fax No.  
E – mail
- (iii) Full address of the head office/other offices  
Tel. (Landline & Mobile) Nos.  
Fax No.  
E – mail
- (iv) Name of the contact person at BSNL Circle HQ location (with designation)  
Tel. (Landline & Mobile) Nos.  
Fax No.  
E-mail
- (v) Date of Incorporation as Company under Company's act.
- (vi) Are you serving for BHARAT SANCHAR NIGAM LIMITED recently or in the past, if so, please attach copy of appointment of empanelment.
- (viii) Infrastructure facility available with the System Integrator Agencies.
  - Whether IT and Sales/ Marketing Deptt. Exists.
  - Sufficient skilled persons working to meet the project's requirement (Particularly for local head office)
  - Details of team members for necessary co-ordination with BSNL.
  - Whether the company got a letter of support from OEM (Original Equipment Manufacturer) If so attach the list in detail
  - Whether the company be a direct owner of technology or have a direct teaming agreement with each of technology companies that form core of building block of WAN or related project implementation.
  - Whether company is a ISO 9001:2000 certified for services
  - No. of clients' companies empanelled with for similar type of works
  - No. of companies tied up with for equipment procurement, supply etc
  - Any other relevant information in support of above subject.

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

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

**(Authorized Representative)**

**Note:**

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

## **Annexure-II**

### **AGREEMENT**

THIS AGREEMENT made on this \_\_\_\_\_day of \_\_\_\_\_, 2011, at Bhubaneswar between Bharat Sanchar Nigam Limited having its Regd. Office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane Janapath, New Delhi – 110001 (hereinafter referred to as “BSNL”) which expression shall include its successors and assigns 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 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 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:

1. The System Integrator shall nominate the team, their name(s), address (es) and telephone nos. (Residence included) for better co-ordination.
2. The System Integrator shall make available the complete contact address of its Directors and local heads to BSNL.
3. 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.
5. Mere empanelment does not confer automatic rights to an System Integrator to secure/procure jobs.
6. BSNL will not pay any extra charges related to presentation at BSNL and customer premises and training to client’s representatives for operation & maintenances.

7. 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.
8. BSNL shall invite sealed quotations from these empanelled SIs for various types of projects related to customized private WAN for finalization of the rates. The quotation 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.
9. For participation in Projects through open tender, in order to be competitive, standing committee can further negotiate the rates with the empanelled vendors.
10. 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 place orders on any of the empanelled vendor at negotiated price.
11. 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.
12. **Process and Payment Terms**
  - i. The project offer can be made by System Integrator or BSNL on behalf of BSNL .
  - ii. The customer will make all payments towards project cost to BSNL.
  - iii. 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.

- iv. For each requirement of P-WAN (Private WAN) solution, BSNL will issue a purchase order (P.O.) to SI containing details of equipment along with agreed price, terms & conditions.
  - v. Payment to the System Integrator will be made in installments depending upon the payment that the BSNL will get from the Purchaser.
  - vi. 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.
  - vii. Depending on customer, market position, BSNL will be charging a commission on the SI invoices value.
12. The terms and conditions in the EOI document No BD-8/EOI-SI/2009-10/72 shall form a part of this agreement.
13. Commencement & Duration:
- a This agreement shall commence from the \_\_\_\_\_ Day of \_\_\_\_\_, 2011 for a period of up to 9<sup>th</sup> April , 2013.
  - b Contract can be extended twice for a period of six months or more on the same terms and conditions on mutual agreement.
14. 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.
15. **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.
16. Arbitration:

That in case of any dispute or differences, breach & violation relating to the terms of the Agreement, the said matter or dispute, difference shall be referred to sole arbitration of Chairman and Managing Director (CMD) of BSNL or any other person appointed by him. That the award of the arbitrator shall be final and binding on both the parties. In the event of such Arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CMD BSNL shall appoint another person to act as Arbitrator in the place of out going Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by his predecessor.—The System Integrator will have No objection in any such appointment, that arbitrator so appointed is employee of BSNL. The said Arbitrator shall act under the Provisions of the Arbitration and conciliation Act, 1996 or any statutory modification or reenactment there of or any rules made there of.

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

\_\_\_\_\_  
BSNL  
representative  
WITNESSES:

\_\_\_\_\_  
SYSTEM INTEGRATOR through its authorized

### Annexure-III

#### FORMAT OF THE BANK GUARANTEE

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

Re: Bank Guarantee in respect of Agreement dated \_\_\_\_\_ between Bharat Sanchar Nigam Limited and M/s \_\_\_\_\_, A company registered under The Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ (hereinafter called " System Integrator ") has entered into an agreement dated \_\_\_\_\_ (hereinafter referred to as "the said agreement") with M/s Bharat Sanchar Nigam Limited (BSNL in short) (A Government of India Enterprise), at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane Janapath, New Delhi – 110001 (hereinafter referred to as "BSNL") whereby BSNL has agreed to empanel System Integrator (SI in short) for execution of private wide area networks on turnkey basis on the terms and conditions exclusively mentioned therein.

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

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

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

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

3. We, the Bank further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect for the period up to 9.10.2013 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 automatically 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)** without BSNL demanding the payment of the above sum.

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

5. The Bank further agrees that in case this Guarantee is required for a larger period and it is not extended by the Bank beyond the period specified above in Clause 3, the Bank shall pay to BSNL without 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.

6. Notwithstanding anything herein contained;

- (a) The liability of the Bank under this guarantee is restricted to **Rs. ..../- (Rs. ....only)** and it will remain in force for a period of .... **days** i.e. up to 09.10.2013.
- (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before \_\_\_\_\_.

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

(Authorized Signature of the Bank Official)

Power of Attorney Number:



**ANNEXURE-A**

Sl No	Equipment/ SW	OEM (s) with whom direct teaming agreement exists/ from whom Letter of Support available
1	Servers	
2	Computers	
3	Computer peripherals	
4	Laptop Computers	
5	Routers	
6	LAN Switches/hubs	
7	Firewall	
8	Leased line & dialup modems	
9	ISDN backup devices	
10	EPABX	
11	VOIP Gateways	
12	Media Converters	
13	V-Mux	
14	Video conferencing Equipment	
15	Radio Modems	
16	NMS	
17	Basic computer related software	
18	Cables & connectors:-UTP / Fibre etc.	

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