Price Rs.2260/-

(Non-refundable)



BHARAT SANCHAR NIGAM LTD.

(A Govt. of India Enterprise)

No: CGMT/MH/EB-MH/Open Ended EOI/SI/2023-24/01 Dated at Mumbai 24 .01.2024

APPLICATION

For

EMPANELMENT OF SYSTEM/NETWORK INTEGRATOR AT NATIONAL/ CIRCLE / CIRCLE-SILVER/BA Level

For

Marketing & Selling of BSNL Services

&

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 Services to BSNL customers.

Issued by: BS	BSNL Maharashtra Circle				
Designation	DGM (EB-MH)				
Date	24.01.2024				

Form has been downloaded and Rs. 2260/- (including GST) as fee of form is enclosed.

Yes / No

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BHARAT SANCHAR NIGAM LTD.

(A Govt. of India Enterprise)

O/o Chief General Manager, Maharashtra Telecom Circle, Mumbai-54

NOTICE

Expression of Interest

No: CGMT/MH/EB-MH/Open Ended EOI/ SI/2023-24/ 01 Dated at Mumbai: 24.01.2024

Applications in prescribed Performa are invited by the Chief General Manager, BSNL, Maharashtra Telecom Circle, Mumbai-54, from eligible party's for "Empanelment as System/ Network Integrator / Solution or Service Provider/ Equipment suppliers / procurement of equipment required for execution of turnkey projects for WAN/ LAN/ IT Services, end user connected equipment (wired/wireless) like Wi-Fi, blue-tooth, IoT or non-IoT devices / CCTV etc to BSNL customers".

1. Name of Work:

System/Network Integrator/ Solution or Service Provider/ Equipment supplier / procurement of equipment required for execution of turnkey projects for WAN/ LAN/ IT Services, end user connected equipment (wired/wireless) like Wi-Fi, blue-tooth, IoT or non-IoT devices / CCTV etc

2. Cost of the Form : Rs. 2260/- (including GST)

3. Sale of EOI Forms : **Open Ended**

4. Last date/time for acceptance of the bid : **Open Ended**

5. Time and Date of Opening of EOI bid : **Open Ended**

Eligible party's after carefully going through all terms and condition along with eligibility conditions may apply to MH Circle Office O/o Chief General Manager Maharashtra Telecom Circle, Santacruz (w), Mumbai-54. / BA Head of BSNL District office.

The application form can be downloaded from www.maharashtra.bsnl.co.in/busiwithbsnl.htm Business opportunities and can be submitted along with DD of **Rs 2260/-.** The demand draft should be from any scheduled bank drawn in favour of "A.O.(F&A), BSNL" payable at Mumbai / concerned BA Head office of BSNL District .

Name of SI

Invitation From Eligible Party's for "Empanelment as System/ Network Integrators / Solution or Service Providers/ Equipment suppliers / procurement of equipment required for execution of turnkey projects for WAN/ LAN/ IT Services, end user connected equipment (wired/wireless) like Wi-Fi, blue-tooth, IoT or non-IoT devices / CCTV etc to BSNL customers".

1. Introduction:

Bharat Sanchar Nigam Limited (BSNL) is a major telecommunication service provider in India. It is 100% Govt of India owned PSU.

- 1.1 It offers all kinds of telecommunication services like Basic (both fixed and wireless), Cellular, Data, National long distance, Internet etc. Keeping pace with the technological trend to provide latest and varied value added services to its customers, through its backend Telecom Infra.

 The basic Objective of this EOI is to enable BSNL to provide complete end-to-end solution to esteemed customer., BSNL intends to have a tie
 - The basic Objective of this EOI is to enable BSNL to provide complete end-to-end solution to esteemed customer., BSNL intends to have a tie up with "System/ Network Integrators / Solution or Service Providers/ Equipment suppliers / procurement of equipment required for execution of turnkey projects for WAN/ LAN/ IT Services, end user connected equipment (wired/wireless) like Wi-Fi, blue-tooth, IoT or non-IoT devices / CCTV etc to BSNL customers".
- 1.2 In case required, they will also do all the operations and maintenance activities related to customer end & co-ordination with concerned agencies.

2. Table- A Model Eligibility Criterion:

Category of SI	Basic Criter	ria	Booking of Business	Delivery of Business	
	Turnover	₹ 20 Cr.			
National	Experience	₹ 10 Cr.	Any business of the	PAN India	
1 tutionur	Performance Bank Guarantee (PBG)	₹ 15 Lakh	Circle/Unit	1711 maia	
Circle	Turnover	₹3 Cr.		Anywhere in	
	Experience	₹ 1.5 Cr.	Any business of the	Home Circle including adjoining	
Circle	Performance Bank Guarantee (PBG)	₹3 Lakh	Circle/Unit.	Circles or any three Circles	
	Turnover	₹ 20 Lakh	Any business	Anywhere in	
Circle-	Experience	₹ 10 Lakh	of the Circle with SI	Home Circle or part of Home	
Silver	Performance Bank Guarantee (PBG)	₹ 50,000	Component value up to	Circle.	

Category of SI	Basic Criter	ria	Booking of Business	Delivery of Business
			Rs. 50 lakh per project / Annum.	
	Turnover	₹ 10 Lakh		
	Experience Performance Bank Guarantee (PBG)	₹5 Lakh	of the BA with SI	Anywhere in
BA Silver		₹ 25,000	Component value up to	Home BA Including adjoining
			Rs. 25 lakh per project / Annum.	BAs or three BAs

- **Note:** (i) **Turnover** = Average Annual Turnover for last two financial years as per P&L Account/ITR.
 - (ii)Experience = Experience in supply, installation, integration and maintenance of networking equipment/ solutions/ services for WAN/ LAN/ IT Services, end user connected equipment (wired/wireless) like Wi-Fi, blue-tooth, IoT or non-IoT devices / CCTV etc. For this CA Certificate or Experience Certificates are to be submitted.

a) National Level SIs:

- (i) Once an SI is empanelled in National Category in any of the Circle, it will be deemed to be empanelled in other Circles also for projects having total SI Component values Rs.1Cr and above.
- (ii) Circles to invite quotes from all such National SIs along with their locally empanelled SIs through e-tendering. List of such National empanelled SIs shall be taken from EB Portal or any other subsequently available IT Tool.
- (iii) However, such National SIs shall be free to decide whether to work or not in Circles where the SIs have not empanelled (Other than Home Circle and Non-Consented Circles).
- (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.1Cr 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.1Cr also.
- (vi) National SIs will not be required to submit PBG of Rs. 15 Lakhs in Circles other than home Circle.

b) Circle level SIs:

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

c) Circle-Silver level SIs:

(i) To be empaneled at Circle office.

d) BA Level SIs:

(i) To be empaneled at BA office and approved by Circle office.

3. Detailed Eligibility and Operational Criteria of SI: (Table-B)

SN	National SIs and Circle SIs	Circle-Silver SIs and BA- SIs		
(i)	SI or its parent company should be a company/LLP/Partnership firm, registered in India.			
(ii)	The SI should have a valid GST registr	ration 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)	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,	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,		

Name of SI

SN	National SIs and Circle SIs	Circle-Silver SIs and BA- SIs				
	_	devices, connectors, Wi-Fi, blue-tooth, IoT or non-IoT devices, CCTV etc. and basic computer related software etc.				
(v)	support from OEM or its authorized channels of OEM stating that their solution will be supported on the platform proposed by SI for	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)		st year shall be provided by the SI free o provide up gradation on chargeable				
(ix)		of BSNL customers and ensure its are not met, SI shall be responsible sed by the customer.				
(x)	Validity of the empanelment agreement shall be Five years, with provision of renewal for another two years, based on performance.					
(xi)		SI after registration becomes TSP/ISP d. Accordingly, previously empanelled				
(xii)		Customers only and not applicable for ires laying of OFC, RF equipment etc.				

4. <u>Terms and conditions:</u>

4.1. It is a Non-exclusive agreement.

- 4.2 The System Integrator is free to develop its network in Circle/BA. The Agreement shall not restrict BSNL from contracting for identical or similar services from any other person / party.
- 4.3 BSNL will engage SI for Marketing & Selling of BSNL Services & 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 to BSNL customers
- 4.4 The short-listed SI's need to sign an agreement with BSNL as per format specified in Annexure-C.
- 4.5 The short-listed SI's need to submit the Performance Bank Guarantee in time as per format specified in Annexure B.
- 4.6 BSNL and SI will jointly address the network requirements of the customer along with any other services required by the customer.
- 4.7 SI's shall adhere to SLA, which BSNL has offered to its customers.
- 4.8 For providing last mile connectivity to the customer, SI will coordinate and pursue with concerned BSNL authorities as well as other agencies / Departments (Like MTNL, regional offices of BSNL) to enable the same and complete the project in time. Additional Discount as mentioned in Discount structure is payable for the project completed in time.
- 4.9 SI shall also conduct technical seminar for BSNL Officers to make them conversant about their product capabilities vis-à-vis customer requirement.
- 4.10 SI shall also provide relevant equipment free of cost for demonstrating the capability of VPN, if the same is required by the customer.
- 4.11 SI shall also conduct Enterprise Customer meet/ other promotional events for generating business / creating awareness about BSNL products and services.
- 4.12 For the customers serviced through SI, the SI shall provide to BSNL 24 hrs, 7 days a week helpdesk, either web based or call center. The booking of complaint to SI can be made by customer, BSNL NOC/Call Center/Node. For emergency case specifically for situation where critical node is down, SI shall ensure that the consultation, assistance and advice within four hours or as defined in SLA entered with the customer. In other cases, the complaint must be attended within stipulated timelines as decided / agreed with customer.
- 4.13 SI shall supply spares directly or through back end tie up with the Original equipment manufacturer to address any equipment related problem within time agreed with customer.
- 4.14 The SI's need to mention the make of the equipment which he will be supplying. Though exact requirements will be as per customer's request.
- 4.15 Whenever any SI's proposes to supply equipment from any new vendor then the System Integrator should provide letters of support from that OEM (Original equipment manufacturer) stating that their products / solution as proposed by SI, shall support for at least next three years, extendable to seven years.

Name of SI

- 4.16 SI shall help Key Account managers for preparing proposals to customers.
- 4.17 The present range of services will be informed time to time.
- 4.18 SI will use their own distribution network. The area of operation will be across the country/Circle/BA
- 4.19 The terms and conditions of the Agreement are subject to modification by mutual agreement based upon the request of either party. In case of no agreement being reached in such cases, BSNL reserves the right to terminate the agreement as per the provisions of this agreement.
- 4.20 SI shall depute appropriate resources to monitor and manage the progress of the project.
- 4.21 SI should give on site warranty of twelve months for the supplied hardware from the date of Commissioning . Warranty cost will be included in the cost of equipment. For any unforeseen delays not due to customer / BSNL reasons the warranty will be limited to 12 months after Commissioning or 15 months from the date of delivery of equipment at site, which ever is earlier. After warranty support, SI should also provide the AMC of the Customer's End Equipments, their network on LAN / WAN etc. for minimum additional two years extendable further as per customer demand beyond the warranty. Annual AMC charges should be quoted separately.
- 4.22 In case of BSNL being lead bidder and the terms and conditions required by customers are different and stringent then the terms and conditions as required by customers would override the standard conditions of this EOI. Customer's conditions will have to be satisfied on back to back basis. The decision of BSNL will be final and binding.
- 4.23 SI shall carry out regular preventive visit to each site, if the equipment are under warranty or AMC with the SI.
- 4.24 Any sum of money due and payable to the SI shall be appropriated by BSNL and the same may be set off against any claim of BSNL for payment of a sum of money arising out of this Agreement or under any other Agreement / contract made by the SI with BSNL.
- 4.25 The liability to insure the merchandise, if any, in the outlet(s) and in the possession of the SI will be of the SI and the liability for any loss or damage due to any fire, burglary, theft, etc. will be that of the SI.
- 4.26 The SI shall be fully responsible for the employment or payment of wages to its employees and shall fully comply with all laws, rules, regulations, notifications, directions orders etc. of the Govt. whether Central, State, Local or Municipal relating to such employment, payment of wages etc. and all others matter connected therewith and hereby indemnifies and agrees to continue indemnifying BSNL in this regard.
- 4.27In the event of termination of this agreement consequent upon breach of any of the terms of this agreement by SI, or if SI fails to perform / execute the contract, SI shall be debarred by BSNL as decided by competent authority for all future dealings with BSNL.
- 4.28The BSNL shall have no liability or obligation for any State or Local Govt. Levies / Taxes for providing services by SI under this Agreement.

Name of SI

5. OBLIGATIONS OF BSNL:

- 5.1. The **tariff** by the **BSNL** for the Services are the sole prerogative of the **BSNL** and the **System Integrator** shall not represent to subscribers any charges other than those as prescribed by the **BSNL** for subscription to the Services.

 Normally the std tariff are available on the official web site of **BSNL corporate office** and the same can be taken as BSNL offered prices by the System
 Integrator for marketing and selling of the services. Over and above, **BSNL** shall inform the **SYSTEM INTEGRATOR** of any other charges/discounts and tariff changes to facilitate him to conduct the business on behalf of **BSNL**.
- 5.2. Incase of competitive tariff from the competitor and / or any specific requirement of the customer the System Integrator will bring it to the notice of nodal officer for necessary decision. As per the decision further action will be taken by the BSNL.
- 5.3. The specific decisions so taken by the BSNL is for a particular case only and the System Integrator is not authorized to quote the same to other parties unless and until the same has been authorized by BSNL.
- 5.4. **BSNL** shall provide certain benefits to the **SYSTEM INTEGRATOR** during the tenure of this Agreement as per the policies of **BSNL** which shall be announced and intimated to the **SYSTEM INTEGRATOR** from time to time. However in case the **SYSTEM INTEGRATOR** starts dealing in promotion and marketing of services of any competitor of **BSNL** or this agreement is terminated for any reason whatsoever, the **BSNL** shall forthwith withdraw the aforesaid benefits.
- 5.5. BSNL reserves the right to appoint any number of System Integrator in this category or sell directly or through other channels also. BSNL also reserves the right to create other categories of System Integrator to serve a particular segment of customers.
- 5.6. Delivery of equipments purchased through SI for the customers as per customers requirements will be SI's responsibility at their cost. They are supposed to transfer the equipments from the place of supply to their local office and then supply the equipments locally to customers under proper receipt. Timely supply is SI's responsibility.

6. Finalization of Rates/Prices:

- 6.1 All the empanelled System Integrators should get registered in e-tender portal https://etenders.gov.in/eprocure/app . BSNL will follow e-tendering mechanism for floating the Tenders / RFPs/RFQs/EOIs etc, bringing transparency and more automation in the system.
- 6.2 The bids shall be invited through limited e-tendering from all the eligible empanelled vendors/Integrators for various types of procurements / solutions / services etc.
- 6.3 Typically, eligible SIs for a BA may be defined as per following: -

Name of SI

- (i) BA SIs of the executing BA
- (ii) All the Circle-Silver SIs
- (iii) All the Circle SIs
- (iv) All the Empanelled National SIs who have submitted Consent in the Circle.
- (v) All the Empanelled National SIs for projects having SI Component value ≥1Cr as applicable.

Note: BA SIs will not be eligible for Circle/Other BA's Business.

- 6.4 The quote shall specify validity of the prices, delivery period, penalty, AMC etc. The rates shall be finalized after observing all the formalities. Depending upon the requirements, order could be placed on the empanelled vendors at the finalized rates. However, before placement of Purchase Order, the reasonability of rates with reference to prevailing market price must be ensured.
- 6.5 For participation in Projects through open tender, in order to be competitive, standing committee BSNL to explore the best rates with the empaneled vendors.
- 6.6 It may not be possible to fix the prices of all the items as depending upon the requirement of the customers, there may be variations in the specifications. The standing committee could invent the best prices of such items with these selected vendors and place orders on any of the empaneled vendor at such price.
- 6.7 In a situation when the customer desires to expand the existing network, the procurement of add on equipment becomes proprietary in nature. Keeping in view the requirement of the customer and the fact that ultimately the customer will be paying for the cost of equipment, this Standing Committee may finalize the prices of proprietary equipment as above.

7. Allocation of Work:

- 7.1 "Bring It Get It": It is appreciated that, on-Boarding of customer, on nomination basis is most difficult and an important step in Enterprise Business Chain. Though BSNL is having its own Sales Teams and mechanism but the help of SIs is very crucial as they are domain knowledge experts. BSNL shall encourage SIs to bring on board more and more customers on behalf of BSNL. SI who makes all efforts in On-boarding the customer (SI) shall be extended all out support and shouldn't be subjected to undue competition.
- 7.2 But it is also a fact that most of the business on nomination comes out of customer's faith in the fair and transparent policies of BSNL at large. It becomes more important when the end customer is Government or its subsidiary and awards work to BSNL on nomination basis, BSNL itself being a Govt. Company. So, with a larger business interest in view, the policy of "Bring It Get It" on back-to-back basis can only be adopted in rare cases where the client gives clear choice for a particular SI, with its rates and the solution. Otherwise, the prevalent practice of exploring best rates from empanelled vendors/SIs by the Circle Standing Committee / RFP/Tender / RFQ shall continue.
- 7.3 Efforts of SI can't be undermined in bringing the customer on board may it be a Government or Private and involves continuous visits presentations and perusals

at different levels. To appreciate the same and in order to give an edge to such SIs, who nurtured the business, must be given:

- (i) For the business with SI Component value up to Rs.5Lakh: CGMT is authorized to straightaway award work to the SI (who brought the business), subject to the condition that his rates are found to be reasonable & competitive by Circle Standing Committee. Since in such cases, price discovery of SI component is not through competitive process rather awarding the work on nomination basis, the profit margin of BSNL shall be decided by standing committee on case to case basis.
- (ii) For business with SI Component >Rs.5 Lakh: SI to be given a choice if he is eligible and can meet the competition by way of providing "First Right of Refusal" at the L1 rates, determined by Limited e-Tendering method from the eligible sources.
- (iii) In case the SI is non L1 and chooses not to accept L1 rates, the work will be awarded to L1 SI. In case L1 SI is not able to execute the work/ refuses to work, then he shall be debarred for one year to participate in tenders from the date of refusal, along with other penal actions under empanelment.
- (iv) The genuineness of rates however would continue to be vouched by the Circle/BA Standing Committee.

8. Non-performance Clause

- (i) BSNL will review empanelment of all SIs dormant for the last two years. Meetings with all such SIs will be held at CGM level to resolve their issues, if any. However, if such SIs do not respond for the meeting or do not still show any interest towards BSNL Enterprise Business, their empanelment may be terminated as per the applicable covenants of the agreements. This action is to be taken by the Circle / BA unit who has empanelled such SIs.
- (ii) To review the empanelment of those System Integrators who are dormant for the last two years and also compete directly or indirectly with BSNL. All such empanelment should be terminated following the due procedure by the Circle / unit who have empanelled such SIs in order to safeguard the BSNL's interests and to check leakage of rates/information during tendering process or otherwise and the depleting BSNL revenues.

9. <u>Dispute Settlement:</u>

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

- A party wishing to commence arbitration proceeding shall revoke Arbitration by giving 60day's 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 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. 5crores	3 Arbitrators	One arbitrator by each party and the 3rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel

- 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 persons shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise, he shall proceed de novo.
- e. Parties agree that neither party shall be entitled for any pre-reference or pendentelite interest on its claim. Parties agree that any claim for such interest made by any party shall be void.
- f. Unless otherwise decide by the parties , Fast Track procedure as prescribed in Section 29B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is upto Rs 5crores

- [29B.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 fats track procedure, may agree that 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 sub-section (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 29A 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.
- 7). The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and	Period for making and publishing of the award (counted
Counter Claims from the date the arbitral tribunal enters upon the referen	
Upto 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.

8. In case of 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.

- 9. The Arbitration proceeding shall be held at MH Circle or SSA Headquarter (as the case may be).
- 10. 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

2. APPLICABLE LAW AND JURISDICTION

- (a) The supply order for Goods 'or' Services, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Court at the place from where the Purchase Order has been placed.
- (b) Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

10. Intellectual Property:

- i. The intellectual property rights of the solution offered to and implemented by BSNL shall be with the purchaser. All documents, raw data, research, processes, technology, film, artwork, engravings, dies, paper tapes, magnetic media, programs, designs and inventions (collectively referred to as the "information") conceived of, collected, completed or produced in the course of performance of the contract by the System Integrator, for BSNL or provided to the System Integrator by BSNL shall be the exclusive property of BSNL and shall be kept confidential.
- ii. The System Integrator, including all Personnel shall not disclose, divulge, share, discuss, lend, license or sell to any third party any information, data, databases, documents, software, proprietary information, taxpayer information or technical material ("information") supplied to or by BSNL in the performance of the Agreement.

Name of SI

- iii. The Contractor shall not retain any information related to the Assignment, in any medium, and shall return all copies. All materials prepared at the request of and for BSNL shall remain the property of BSNL except with the written consent.
- iv. All information and documents supplied to the System Integrator under the Agreement and all reports, programs, procedures, documents and information produced under the Agreement are the property of BSNL and shall be returned upon completion of contract.
- v. Neither party will use the other party's name nor marks, refer to or identify the other party in any advertising or publicity releases or promotional or marketing correspondence to others without such other party's written approval.

11. Indemnification:

- 11.1 The System Integrator agrees to protect, defend, indemnify and hold harmless to BSNL and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:
 - a. Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party;
 - b. Any breach of the terms and conditions in this agreement by the System Integrator.
 - c. Any claim of any infringement of any intellectual property right or any other right of any third party or of law by the System Integrator;
 - d. This clause shall survive the termination or expiry of this Agreement.
 - e. Relationship: Each party understands that it is an independently owned business entity and this Agreement does not make it, its employees, associates or agents as employees, agents or legal representatives of the other party for any purpose whatsoever. Neither party has express or implied right or authority to assume or to undertake any obligation in respect of or on behalf of or in the name of the Other Party or to bind the Other Party in any manner. In case, any party, its employees, associates or agents hold out as employees, agents, or legal representatives of the other party, the former party shall forthwith upon demand make good any/all loss, cost, damage including consequential loss, suffered by the other party on this account.

12. Submission of application:

a. Application giving the details is to be made on the company's letter

Name of SI

- head. A copy of this EOI duly signed in on all pages as a token of acceptance of all clauses be submitted along with application form.
- b. The cost of EOI document is Rs 2260/-. If the same has not been purchased from BSNL against payment, and has been downloaded from BSNL site, then a DD for Rs 2260/- to be attached with the application form. The demand draft should be from any scheduled bank drawn in favor of "Accounts Officer (F&A), BSNL O/o CGMT, Maharashtra Telecom Circle, Mumbai-54" and should be payable at Mumbai or Concerned District BA Head Office. The form issued from BSNL is nontransferable.
- c. The following documents in addition to signed copy of EOI as well as DD are required to be submitted along with the application.
 - i. Certificate of Incorporation with copy of Articles & Memorandum of Association.
 - ii. Latest Income Tax Return Certificate to be submitted.
 - iii. Annual reports of latest last two years, together with copies of Audited balance sheets.
 - iv. Organizational chart & Infrastructural details with the list of marketing office at major cities of the country. They should also submit their web site details.
 - v. Certificate of experience as defined in eligibility criteria along with customer details, project profile with dates, addresses & telephone numbers of the customers.
 - vi. Letter from all the OEM's (Original Equipment manufacturer) whose make of equipment they proposed to supply as reseller. Further, preferably from OEM or else SI must state that, if required, the products / solution proposed by SI will be supported for at least **two** years and as per customer requirement. The support beyond warranty will be on payment basis.
 - vii. The SI's are supposed to submit along with their application the product catalogue along with price list of the OEM's to whom they are sales partner and through which they propose to operate. It is fully understood that catalogue and price list is only for information to BSNL and is subject to change without any intimation to BSNL.
 - viii. The SI's are also supposed to submit suggested format to monitor and evaluation of the projects being carried out by them. They are supposed to make a web based system through which the live status of the project will be achievable.
 - ix. Willingness letter to work across India/Circle/BA level.
 - x. Undertaking that they will submit PBG for Rs. 15 Lakhs for national, Rs. 3 Lakhs for circle, Rs. 50,000 for Circle Silver level and 25,000 for BA-Silver SIs respectively within 4 weeks of approval, in the format specified in the EOI.

Name of SI

- xi. Any other documents as per eligibility conditions.
- d. All costs & expenses associated with submission of application shall be borne by the company submitting the application and BSNL shall have no liability in any manner in this regard or if it decides to terminate the process of short-listing for any reason whatsoever.
- e. The application may be sent in a sealed cover marked "Empanelment as System/ Network Integrators / Solution or Service Providers/ Equipment suppliers / procurement of equipment required for execution of turnkey projects for WAN/ LAN/ IT Services, end user connected equipment (wired/wireless) like Wi-Fi, blue-tooth, IoT or non-IoT devices / CCTV etc to BSNL customers".to Deputy General Manager (EB-MH), CGM Maharashtra Telecom Circle, Mumbai-400054 or concerned BA Head District Office
- f. The evaluation of the application will be carried out by taking into consideration the eligibility criteria as mentioned in Table (A) and (B) of EOI. Those who are found fulfilling all eligibility criterion will be empanelled by Maharashtra Circle as National / Circle/ Circle Silver / BA level SI.
- g. The right to suspend the short-listing process or part of the process to accept or reject any or all applications at any stage of the process and / or to modify the process or any part thereof at any time without assigning any reason therefore is reserved by BSNL without any obligation or liability whatsoever.

Annexure- B

PROFORMA FOR PERFORMANCE BANK GUARANTEE

To The Chief General Manager MH Telecom Circle 5th floor, B wing, BSNL ADMN BLDG, Santacruz (W) Mumbai - 54 In consideration of the BSNL having agreed to sign an agreement M/s (hereinafter called 'System Integrator') to 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 (hereinafter called 'the Service') to BSNL subscribers as per the agreement terms and conditions contained in the said agreement, which inter-alia provides of Rs..... for production of a Bank Guarantee to the extent

- 3. We, the Bank hereby, in pursuance of the terms of the said agreement, absolutely, irrevocably and unconditionally guarantee as primary obligor and not merely as surety the payment of an amount of Rs._____ (Rupees _____ Only) to the BSNL to secure due and faithful performance by System Integrator of all his/their obligations under the said agreement.
- 4. We, the Bank hereby also undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand

Name of SI

from the BSNL stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the BSNL by reason of breach by the said System Integrator of any of the terms or conditions contained in the said agreement or by reason of System Integrator 's failure to perform any of it's obligations under the said agreement."

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

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

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

except with the previous consent	of the BSNL in writing.
Guarantee shall be restricted to I in force until Six year from the Guarantee is made on us in writ	g contained above, our liability, under the Rs and our Guarantee shall remain date hereof. Unless a demand or claim under this ting within this date i.e. all your rights under the d we shall be released and discharged from all
Date Bank)	Day (Name of
In the presence of Witnesses:	
Signature	Signature
Name	Name
Occupation	Occupation
Address	Address
Place	Place
DATE	DATE

We the BANK undertake not to revoke this Guarantee during its currency

7.

ANNEXURE - C

AGREEMENT PROFORMA

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

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

AGREEMENT

AGREEMENT with M/s for "Empanelment as System/ Network Integrators / Solution or Service Providers/ Equipment suppliers / procurement of equipment required for execution of turnkey projects for WAN/ LAN/ IT Services, end user connected equipment (wired/wireless) like Wi-Fi, bluetooth, IoT or non-IoT devices / CCTV etc to BSNL customers".
This agreement is signed on the
AND
M/s , a company registered under the Companies Act 1956, having its registered office
WHEREAS

2. The BSNL is desirous of appointing System Integrator (hereinafter referred as Name of SI Signature of SI/Applicant

BSNL is a telecom service provider licensed to provide various kinds of

As a token of acceptance of all Clauses.

1.

TELECOM SERVICES within India.

- SI) to market and sell its BSNL SERVICES. The SI has approached BSNL for authorizing it to act as its System Integrator for Marketing & Selling of BSNL Services & 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 to BSNL customers".
- 3. The System Integrator has requested to sign an agreement for marketing & Selling of BSNL Services & 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 to BSNL customers". whereupon and in pursuance to the said request, BSNL has agreed to sign this Agreement with the System Integrator .

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In consideration of the due observance & performance of all the terms and conditions mentioned in this agreement along with the EOI terms and condition issued vide umber, which are part and parcel of this agreement, BSNL and the M/Sagree to sign agreement for marketing & Selling 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 to BSNL customers.
- 2. It shall be valid for a period of **Five Years** from the date of signing unless revoked earlier. Further extensions will be considered as per the provisions of FOI.
- 3. M/sand BSNL hereby agrees and unequivocally undertakes to fully comply with all terms and conditions stipulated in agreement without any deviation or reservations of any kind, unless mutually agreed between the parties at any given time.
- 4. The laws of land as promulgated/modified/amended or replaced from time to time shall govern this Agreement. BSNL reserves the right to appoint more than one System Integrator in this category in each circle.
- 5. This Agreement shall not be amended or modified or altered or changed in any way except in writing and duly executed by the authorized representative of each party.
- 6. The Agreement is a confidential document. M/sand BSNL shall not divulge any part of this Agreement either through oral or written communication or through any other mode to any third party.

7.	The System	Integrate	or submit	tted a Pe	rforma	nce b	ank (Guarante	e (PB	G) of
	Rs		(in word	ls) a	s a sec	curity	towa	rds due	obser	vance
	and perform	mance of	terms &	condition	ons of	this	Agree	ement.	This	bank
	Guarantee	No		Dated				issued	by	Bank
	Name				is v	valid f	or]	The SI
	agrees to re	enew the	PBG fron	n time to	time	till ex	piry o	of agreer	ment	or till
Name of	f SI							ure of SI/A		

As a token of acceptance of all Clauses.

BSNL is satisfied that the terms & conditions of said agreement have been fully and properly carried out by the SI. Without prejudice to its rights of any other remedy, on failure of the SI to provide services under this agreement or in case of any breach in terms and conditions of the Agreement, BSNL shall en-cash / forfeit the said Performance bank Guarantee.

- 8. BSNL reserves the right to provide such services on its own or to enter into Agreement with other parties / persons / service providers for providing similar services from time to time in future without any restriction on number of persons / parties / System Integrator , the System Integrator shall have no objection whatsoever. SI agrees to adherence to this provision and the same is a material obligation of this Agreement.
- 9. All terms and condition as mentioned in EOI for vide number CGMT/MH/EB-MH/Open Ended EOI/SI/2023-24/01 Dt. 24-01-2024 is valid and forms part of this agreement.

and forms part of this agreeme	ent.
-	to have caused this Agreement to be executed epresentatives on theday of, 20
Signed for and on behalf of BSNL by GM (EB-MH), 5/B, BSNL Admin Bldg	g, Santacruz (W), Mumbai - 400 054.
-S/d-	
•	by Shri , the authorized wer of Attorney datedexecuted in passed by the Board of
In the presence of Witnesses: Signature Name Occupation Address	Signature Name Occupation Address

Place Place DATE DATE

Name of SI

Annexure-D

I _______ hereby on behalf of M/s _______ agreed to submit PBG Rs. 15 Lakhs / Rs. 3 Lakhs / Rs. 50,000/ Rs 25,000/- after approval of empanelment / issue of LOI as National/Circle / Circle Silver/BA Silver level System Integrator respectively within 4 weeks. In the event of failing to do so will result forfeiting of my PBG and cancellation of empanelment as National / Circle / Circle Silver / BA Silver level System Integrator. Name: Signature: Stamp: Place & Date:

Annexure-E

To be submitted on Company Letter Head

	<u>C</u>	<u>Certificate</u>			
I	authorized certify that,	we are not			-
Provider(TSP)/Internet	Service Provide	er(151 ²) .			
			Name:		
			Signature:		
			Stamp:		
			Place & Da	te:	

Details about the Firm (Applicant) Annexure F

Sl	Details Required	Response from the Applicant
1	Full Name of the firm (in capital letters)	
2	Address of the Firm	
3	Contact No. of the firm	
4	Contact person Name/ email / contact No.	
4	Details of the authorized signatory	Name:
		Designation:
		Phone:
		Mobile:
		e-mail:
		Address:
	Website of the firm	
5	Type of firm (Proprietary / Partnership/Ltd. / Pvt. Ltd.)	
6	Income Tax Account No /PAN number (Latest income tax return Certificate to be attached with Proposal)	
7	GSTN No. (Copy to be attached)	
8	Board of Directors	

I hereby certify that the above-mentioned particulars are true and correct.

Signature Designation & seal of Firm Signature of SI/Applicant As a token of acceptance of all Clauses.

Name of SI

APPENDIX-A

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

1 ()
	CGMT,
	Circle,

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

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

- (ii) That, the applicant is interested to get empanelled as SI in your Circle also.
- (iii) That, the applicant is eligible under this policy to be empanelled as National/Circle SI.
- (iv) That, the applicant on appointment as SI, would abide by the procedure as decided from time to time by BSNL and its officers in executing the network assignments as approved for the purpose.
- (v) It is declared that the intended additional empanelment in your Circle would not affect the quality and speed of the works in my existing empanelled Circle.
- (vi) It is well understood, that Enterprise Business leads are of utmost importance and have got commercial value for BSNL and would not be mis-utilised in any form which may be detrimental to the Business interests of BSNL.
- (vii) That the quotes given by me against the queries of BSNL would be firm and to be abided by me.
- **(viii)** That, the acceptance of my offer against any goods or services would be at the sole discretion of BSNL and my Company would have no claim or right on any business.
- (ix) That all the terms and conditions as applicable to me in my home Circle of empanelment would be enforceable in your Circle mutatis mutandis.
- (x) That, the policy is non exclusive in nature and the applicant can't claim any right to any business, customer, area or product etc.
- (xi) That, the applicant is aware of the additional empanelment is mutual and can be cancelled by either side on a due notice as per policy of BSNL.
- (xii) The applicant authorises existing Home Circle Head to have lien on the BG submitted by me for any non performance committed in your Circle. For this purpose CGM of home Circle would act as per the advice of your Circle.
- (xiii) The applicant is well aware that if at any stage/juncture it is established that the applicant as SI has misrepresented BSNL and acted in a manner Name of SI

 Signature of SI/Applicant

As a token of acceptance of all Clauses.

detrime	ntal to t	he bus	sines	s interests	of BSNL,	BSNL w	ould	be fr	ee to	make
good it	s losses	from	the	applicant	without	prejudio	ce to	any	other	legal
remedie	s it may	have.								

Dated:	
At:	()
Copy: CGMT, (Home Circle)	,