



BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

No: GJCO-12/15(11)/1/2020-GJ-EB Dated at Ahmedabad 06th February, 2024

Application For Empanelment of System Integrators (SIs)

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. for the Enterprise customers of BSNL

(Please check that all the 34 pages are intact in the document.)

Issued by:

Signature:

Name:

Designation:

Date:

**Enterprise Business Unit
Gujarat Telecom Circle**

Non refundable Application Fee: Rs. 2000 + GST

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As a token of acceptance of all Clauses



BHARAT SANCHAR NIGAM LIMITED

(A Govt. Of India Enterprise)

O/o Chief General Manager, Gujarat Telecom Circle, C.G.Road, Navrangpura, Ahmedabad – 380006

Invitation

Expression of Interest (EOI) for Empanelment as System Integrator

Applications in prescribed Performa are invited by the Chief General Manager, BSNL, Gujarat Telecom Circle, Ahmedabad from the interested and eligible parties for 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. for the Enterprise customers of BSNL.

Name of Work	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. for the Enterprise customers of BSNL.
Cost of the form	Non-refundable Rs. 2000/- + GST in the form of DD in favour of "Account Officer(Cash), BSNL" payable at Ahmedabad
Sale of form	Can be downloaded from http://www.gujarat.bsnl.co.in/pdf/Open_EOI_System_Integrator.pdf
Last date of submission	Open ended
Security Deposit to be deposited along with Application form	As mentioned at point 8.1 of EOI

Eligible parties/individuals, after carefully going through all the terms and conditions along with eligibility conditions may apply to AGM(EB) O/o CGM Gujarat Telecom Circle, Ahmedabad.

EOI documents for National/Circle/Circle-Silver category should be submitted to AGM(EB), O/o CGM, Gujarat Telecom Circle, 8th floor, "B-wing", Telephone Bhavan, C.G. Road, Navrangpura, Ahmedabad-380006 and for BA-Silver category it should submitted to DGM(EB)/AGM(EB) of concerned BA (Business area – **List of BA attached at last page**). EOI documents should be submitted with clear superscription "**EOI for Empanelment of System Integrator**" along with the security deposit for the applied category with all the necessary documents.

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Invitation from the prospective System Integrators (SI) for Design, Supply, Configuration and Maintenance of WAN/ LAN/ IT Services, end user connected equipment (wired/wireless) like Wi-Fi, blue-tooth, IoT or non-IoT devices / CCTV etc. on turnkey basis for Enterprise customers of BSNL.

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

1.1 It offers all kinds of telecommunication services like basic (both fixed and wireless), Cellular, Data, National long distance, Internet etc. Keeping pace with the technological trend to provide latest and varied value added services to its customers, BSNL has started a state of art Multi-Protocol Label Switching (MPLS) Virtual Private Network (VPN).

1.2 It is implemented over a high capacity robust MPLS Network that has inherent redundancies in routing capability guaranteeing specified service levels. The technology enables secure Virtual Private Networks (VPN) to be built and allows scalability that will make it possible for BSNL to offer assured growth to its customers without having to make significant investments.

1.3 BSNL would now be geared to provide Bandwidth on demand, Video Conferencing, Voice over IP(VoIP) and a host of other value added services that could revolutionize the way a corporate business works.

1.4 The basic Objective of this EOI is to enable BSNL to provide complete Networking end to end solution to esteemed customers, BSNL intends to have a tie up with System Integrator(SI) who will do Design, Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN /IT Services, end user connected equipment (wired/wireless) like Wi-Fi, blue-tooth, IoT or non-IoT devices / CCTV etc. for 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.

1.5 The BSNL's MPLS VPN Nodes are presently located at approx. 500+ places. In addition to this approximately 785 districts have been designated as virtual nodes. However, the VPN can be extended to any corner of India using a mix of Leased Lines and MPLS-VPN etc. Further details of the MPLS network capabilities, Service Level Agreement (SLA) etc. will be shared with the selected SI's.

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2.0 Eligibility Criteria:

BSNL requires services of System/Network Integrators, who will be responsible to supply network equipment, configuration and integration with existing network, operation, maintenance and support for WAN/ LAN/ IT Services, end user connected equipment (wired/wireless) like Wi-Fi, blue-tooth, IoT or non-IoT devices / CCTV or various networking products like computers, computer related software & peripherals, servers, modems, routers, remote access servers, ISDN backup devices, EPABX, MUX etc. related to customers.

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

2.1 Table- A - Model Eligibility Criterion:

Category of SI	Basic Criteria		Booking of Business	Delivery of Business
National	Turnover	Rs. 20 Cr.	Any business of the Circle/Unit	PAN India
	Experience	Rs. 10 Cr.		
	Performance Bank Guarantee (PBG)	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 (PBG)	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 (PBG)	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 Home BA Including adjoining BAs or three BAs
	Experience	Rs. 5 Lakh		
	Performance Bank Guarantee (PBG)	Rs. 25,000		

Note:

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

a) National SIs:

- (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. 1 Cr and above.
- (ii) Circles to invite quotes from all(India) such empanelled National SIs along with their locally empanelled SIs through e-tendering for projects having total SI Component values Rs. 1 Cr and above.
- (iii) However such National SIs shall be free to decide whether to work or not in Circles where the SIs have not been empanelled(Other than Home Circle and Non-Consented Circles).

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- (iv) A National SI can also get empanelled in other Circles with submitting a consent letter (Appendix-A).
- (v) National SIs empanelled at their initial/first empanelment Home Circle or submitted consent letter 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.

b) Circle SIs:

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 Rs. 1 Lakh per Circle, provided such SI is meeting the SI eligibility criteria of that Circle(s).

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

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SN	National SIs and Circle SIs	Circle-Silver SIs and BA- SIs
	cases, complaint may be attended within eight hours.	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's customers and ensure its compliance. In case SLA commitments are not met, SI shall be responsible for payment of penalties, if any, imposed by the customer.	
(x)	Validity of the empanelment agreement shall be Five years, with provision of renewal for another two years, based on performance.	
(xi)	SI cannot be a TSP/ISP and If any SI after registration becomes TSP/ISP then the SI agreement will be cancelled.	

2.3 Empanelment process: The Empanelment can be requested by interested Indian registered Firms/Companies/LLPs/Individuals after submitting the necessary Self-Attested documents signed and stamped by authorized signatory as mentioned below & detailed in annexure-I:

1	Area of Empanelment National/Circle level/Circle Silver/BA Silver							
1.1	Specialization area, if any							
2	Registration particulars of Firm / Company	Registration No.						
2.1	In case of company – List of Directors / CEO / COO including their name (s) and address(s), Director Identification number [DIN] of all the Directors and Corporate identity number [CIN].							
2.2	In case of Firm- Details of Owner/Partner indicating Name, email-id, phone no, mobile no, fax no., Address, ID Proof, Aadhar No., PAN No. etc.							
2.2.1	Notarized Self-Declaration in case of Proprietorship Firm/ Partnership Deed in case of Partnership firm, showing details of all the partners and their shareholdings in the firm and Proof of Proprietorship concern having TAN/PAN/ Memorandum of Association &Articles of Association in case of Company.							
2.3	Self-Attested Copy of the TIN/PAN card							
2.4	Authorized Signatory: <ul style="list-style-type: none"> In case of company – As authorized by the Board / Management. Copy of the resolution authorizing the official to sign the EOI & Agreement. In case of Proprietorship Firm: Proprietor, enclose in original the Notarized Affidavit. In case of Partnership Firm: All partners or authorized partner as per Partnership deed / Submission of Authorization letter through power of attorney in original. 							
2.5	Specimen signature(s) of authorized official duly attested by company's / Firm's Banker.							
2.6	Contact details i.e. Name, email-id, phone no, mobile no, fax no. of responsible person for liaison in this matter.							
3	Turnover during last two financial years as mentioned in the clause no. 2.1 for the applied category of empanelment.	<table border="1"> <thead> <tr> <th>Fin. Year</th> <th>Rs. (Cr.)</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Fin. Year	Rs. (Cr.)				
Fin. Year	Rs. (Cr.)							
3.1	As required under the eligibility conditions for Turnover:- A copy of Balance sheet from the company's Auditors / CA or in other cases, IT returns, for last two financial years.							
4	No near relative certificate from all the directors/partners/proprietor/individual, as the case may be, as per annexure-E.							

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5	An undertaking on the letterhead of the firm/company to be submitted stating : "I/We hereby solemnly declare that any of our partners jointly or severally and / or individually or our firm / company / associate company have not been black listed by the Central Govt., Central Govt. PSU or any State Govt. or its undertaking. I/We hereby further declare that, the above declaration is found untrue, BSNL shall be entitled to take any action against us severally and / or individually or our firm/ company in this regard in any manner as may be deemed fit by BSNL."
6	Undertaking that your organisation is not working as an ISP

3.0 **Terms and conditions:**

- 3.1 It is a Non-exclusive agreement.
- 3.2 The System Integrator is free to develop their network in Circle either directly or through partners. The Agreement shall not restrict BSNL from contracting for identical or similar services from any other person / party.
- 3.3 BSNL will engage SI for Design, Supply, Configuration and Maintenance of WAN/ LAN/IT Services, end user connected equipment (wired/wireless) like Wi-Fi, blue-tooth, IoT or non-IoT devices / CCTV etc. on turnkey basis for customers of BSNL.
- 3.4 The prospective company/vendor need to sign an SI agreement with BSNL as per format specified in Annexure-C.
- 3.5 The System Integrator need to submit the Performance Bank Guarantee in time as per format specified in Annexure. Normally the time period is 3 to 4 weeks.
- 3.6 BSNL and SI will jointly address the network requirements of the customer along with any other services required by the customer.
- 3.7 SIs will adhere to SLA, which BSNL has offered to its customers. System Integrator shall support SLA requirements of BSNL's customers and ensure its compliance. In case SLA commitments are not met, Network/System Integrators shall be responsible for payment of penalties, if any, imposed by the customer.
- 3.8 For providing last mile connectivity to the customer, SI will coordinate and pursue with concerned BSNL authorities as well as other agencies/dept.(Like MTNL, regional offices of BSNL)to enable the same and complete the project in time.
- 3.9 SI will also conduct technical seminar for BSNL officers to make them conversant about their product capabilities vis-à-vis customer requirement.
- 3.10 SI will also provide relevant equipment free of cost for demonstrating the capability of VPN/solution, if the same is required by the customer. If any BSNL resource is required, then the same will be provided free of cost.
- 3.11 Tie-ups for extending the services nationally and internationally will be permitted.
- 3.12 For the customers serviced through SI, the SI shall provide to BSNL 24X7 helpdesk either web based or call centre or number (for Circle Silver/BA Silver category). The booking of complaint to SI can be made by customer, BSNL NOC/Call Centre/Node. For emergency case specifically for situation where critical node is down, SI shall ensure that the consultation, assistance and advice within four hours or as defined in SLA entered with the customer. In other cases, the complaint must be attended within eight hours.
- 3.13 SI shall supply spares directly or through back end tie up with the OEM to address any equipment related problem within 12 hours in the same city and within 48 hours for outstation site.
- 3.14 The SI's need to mention the make of the equipments/IT solution which they will be supplying. Though exact requirements will be as per customers request yet the

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- general technical specification of the Customer's End Equipments, their network on LAN/WAN etc. shall be submitted by SI to BSNL.
- 3.15** Whenever any SI's proposes to supply equipments/IT solution from any new vendor then the SI should provide letters of support from that OEM stating that their products/solution as proposed by SI will be supported for at least two years and as per customer's requirement.
- 3.16** SI will also help Key/National Account managers of BSNL.
- 3.17** Empanelled SI can also be engaged by the other CGM Telecom Circles/Regions for providing support to customers. This will be based on the quality and quantum of support envisaged. This is to ensure customer friendly pre and post one point after sales services to the customers.
- 3.18** SI will use their own distribution network. The area of operation will be across the country.
- 3.19** 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.
- 3.20** The Commissioning of VPN/solution provision will be the responsibility of SI. The hardware and services required for Commissioning of VPN/solution must be made available as per schedule given in PO. Normally the Commissioning of the project will be within twelve weeks from the date of advance Purchase Order or as per customer requirements.
- 3.21** SI will depute appropriate resources to monitor and manage the progress of the project.
- 3.22** SI should give on-site warranty of twelve months from the date of commissioning of VPN/solution. Warranty cost will be included in the cost of equipment. For any unforeseen delays not due to customer/BSNL reasons the warranty will be limited to 12 months after commissioning or 15 months from the date of delivery of equipment at site, whichever is earlier. After warranty support, SI should also provide the AMC of the customer's end equipments/solution, their network on LAN/WAN etc. for minimum two years and as per customer's requirement beyond the warranty. Annual AMC charges should be quoted separately.
- 3.23** 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.
- 3.24** SI shall provide maintenance and support services to BSNL in respect of the Equipments/Solution for new customer sales.
- 3.25** SI shall carry out quarterly preventive visit to each VPN/solution site, if the equipments are under warranty or AMC with the SI.
- 3.26** 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.
- 3.27** 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.
- 3.28** 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

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therewith and hereby indemnifies and agrees to continue indemnifying BSNL in this regard.

- 3.29** In 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 for a period of 3 years for all future dealings with BSNL.
- 3.30** The BSNL shall have no liability or obligation for any State or Local Govt. Levies/Taxes for providing services by SI under this agreement.
- 3.31** The charges and other tariff charges by the BSNL for the services are the sole prerogative of the BSNL.
- 3.32** In case of competitive tariff from the competitor and/or any specific requirement of the customer the SI will bring it to the notice of nodal officer for necessary decision. As per the decision, further action will be taken by the System Integrator.
- 3.33** 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.
- 3.34** BSNL reserves the right to engage SI on mutual terms and conditions for various support systems as agreed between the parties for improving the customer confidence, for providing support, either fully or partially.
- 3.34.1** One window interface for all its requirements for provisioning, operation and after sales services.
- 3.34.2** Fast provisioning of the services.
- 3.34.3** Reliable quality services during operations.
- 3.34.4** In case of fault, attending the same within reasonable period of time and with desired promptness.
- 3.34.5** For providing improved SLA to customers.
- 3.35** Delivery of equipments/solution 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.

4.0 Scope of the Work:

- 4.1** BSNL intends to capture a sizeable portion of growing data market. To achieve it and to provide complete solution in a strict time frame, empanelment of eligible SIs is proposed to be done.
- 4.2** The SI shall do Design, Supply, Configuration and Maintenance of WAN/ LAN/ IT Services, end user connected equipment (wired/wireless) like Wi-Fi, blue-tooth, IoT or non-IoT devices / CCTV etc. on turnkey basis for customers of BSNL.
- 4.3** The modus-operandi of various types of possible sales is as mentioned below. Now a day's customer desires to have a complete solution from the service provider, which includes the customer's requirements. The possible customer requirements have also been explained below. The provisioning of customers requirements, if required by customer, will also be dealt as per the procedure explained in types of possible sales.
- 4.4** In order to ensure that important specific project related EOIs are not delayed/hampered, only those SIs who are already empanelled on the date of issue of that specific EOI shall be eligible to apply in that EOI and the ones' whose applications are pending for empanelment as SI shall not be considered for that specific EOI.

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4.5 **Types of Possible Sales:** It will be based on the criteria that who is Lead Bidder to the customer? SI or BSNL

4.5.1 **Lead Bidder : SI**

4.5.1.1 "Bring It Get It" on back-to-back basis can only be adopted in rare cases where the client gives clear choice in writing that the case has been processed through a particular SI either through a letter on their letter head or by endorsing on the form itself, with its rates and the solution.

4.5.1.2 For the business with SI Component value up to Rs. 5 Lakh: CGMs are 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.

4.5.1.3 BSNL is only responsible for BSNL portion of services.

4.5.1.4 For Customers requirements of non-BSNL products/services, the SI is directly dealing with the party and receiving the payment. BSNL is not coming in picture, hence is not responsible for the same.

4.5.2 **Lead Bidder : SI without Tender:**

4.5.2.1 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.

4.5.2.2 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.

4.5.3 **Lead Bidder : BSNL – without Tender – Customer does not mention in writing that case has been processed through SI.**

4.5.3.1 Case will be dealt as per procedure given for the case, where BSNL will participate in tender. The same is mentioned below:

4.5.4 **Lead Bidder : BSNL – By Tender/Competitive bidding process.**

4.5.4.1 Limited enquiry among the panel of SI's of Gujarat Telecom Circle will be called for as per the customer requirement.

4.5.4.2 BSNL will quote the rates as per the market conditions, keeping in consideration the rates quoted by L1 bidder. The L1 bidder will be awarded the work.

4.5.4.3 Once payment is received it will be given back to the party as per payment terms / PO conditions.

4.5.4.4 In case customer places additional component order for existing sites where one SI was already engaged through earlier process and keeping the same SI is desirable as per situation and BSNL decides so, the existing SI shall not deny such orders and shall accept such order for additional component on same terms and condition or as per customer terms depending on case to case basis. Further the SI shall furnish a certificate to BSNL that the charges made to customers for Customer's such requirement are fair and reasonable.

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4.5.5 Maintenance of Existing business:

- 4.5.5.1** If customer is not satisfied with the maintenance of existing SI, BSNL reserves the right to assign maintenance work to any other empanelled SI and back to back penalty will be implemented on existing SI.
- 4.5.5.2** If customer is not satisfied with the maintenance of existing SI and gives in writing that the case may be processed through other/specific SI either through a letter on their letter head or by endorsing on the form itself. BSNL has reserves right to consider and award maintenance work to that other/specific SI.
- 4.5.5.3** After completion of committed period of project, if customer remains with BSNL for the existing service than BSNL reserves the right to assign maintenance work to any empanelled SI.

4.6 Requirements of Customer:

The possible requirements other than the BSNL services could be as follows. It is just an illustrative list and not the exhaustive one. The guiding principle is anything asked by customer, is customers' requirement.

- 4.6.1** All equipments/services/IT integration asked by the customer apart from BSNL data services.
- 4.6.2** At times customer wants the equipments and services to have on Lease. In such cases the investments will be done by SI, if they so like. Back to back payment will be done after deducting 5% BSNL non-refundable charges. The SI's willing to supply equipments on lease will be maintained separately and quotation from such cases will only be asked from such SI's.
- 4.6.3** In case the equipments/solutions needed by the customer are available with BSNL then the same will be supplied unless and until the same is refused by the customer due to compatibility or any other issues.

4.7 Non-performance Clause:

- 4.7.1** SIs who will become dormant for last two years will be reviewed. On asking for meeting, 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.
- 4.7.2** 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 will be terminated 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.

5.0 Payment Terms:

- 5.1** The customer will make all payment including cost of bandwidth and Customer's End Equipments/Solution, their network on LAN/WAN/IT service etc. to BSNL (either in lump sum or in instalment as the case may be).
- 5.2** Back to back payment arrangement will be there from BSNL to SI for design, supply, configuration and maintenance of Customer's End Equipments/Solution, their network on LAN/WAN/IT service (for SI portion only. Not including cost of BSNL's service)etc.

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- 5.3 For each project as per the customer's requirement, BSNL will issue a PO for non-BSNL portion to SI containing details of products/services along with approved price, terms and conditions of the same.
- 5.4 90% payment will be made on delivery, installation and acceptance of the same from the customer and balance 10% after satisfactory working of the same for a period of three months from the date of Commissioning, after receipt of payment from the customer.
- 5.5 The AMC payment, wherever entered will be made quarterly and after the expiry of quarter subject to fulfilment of SLA and maintenance schedule.
- 5.6 **Penalty Clause:**
- 5.6.1 **Delayed Supply:** Any delay in supply of equipment shall attract liquidated damages (LD) @ 0.5% of the total value of the delayed equipment for a delay of every week or part thereof for the first three weeks and @ 0.7% per week thereafter, subject to maximum LD of 5% of the total value of the delayed equipment.
- 5.6.2 **Delayed Commissioning:** The commissioning of total network including supply of the equipment is to be completed as per PO from the date of receipt of PO to SI. A penalty at the rate of 0.5% of the cost of hardware and bandwidth charges of the location not completed shall be payable per week of delay or part thereof subject to a maximum of 5% for that site. If the delay is more than two weeks, then BSNL shall have the right to terminate the project with a penalty of 5% of total work order cost and get the work done at the cost and risk of the SI from any other vendor.
- 5.6.3 If any project is having other than the above mentioned penalty clauses and is more stringent then the same will be applicable and it will be mentioned in the PO.
- 5.7 Non-adherence to SLA, which BSNL has committed to customer: BSNL may also deduct the amount at actual which BSNL needs to pay to customer on account of non-adherence to SLA/PO (Service Level Agreement/Purchase Order), from SI's balance payment or security deposits, if due to failure on the part of SI's, BSNL could not meet the SLA/PO conditions.
- 5.8 Also if the SI does not submit any quotation for such limited enquiry for Two years addressed to them, without any sufficient reasons, the agreement is liable to be terminated and the PBG may be en-cashed by BSNL.
- 5.9 Without prejudice to its rights and any other remedy, BSNL may en-cash PBG in case of any breach of terms and conditions of the agreement or in case of business loss suffered by BSNL due to failure of service on the part of SI.

6.0 **AGREEMENT:**

- 6.1 **Duration of Agreement:** This agreement shall be valid for a period of **FIVE YEARS** from the date of signing the Agreement unless revoked earlier for whatever reasons. If at any stage during the tenure of this agreement, it comes to the notice of BSNL, directly or through some other complaint, that the System Integrator had misrepresented the facts or submitted any false information or hidden any information, which could have affected the signing of this agreement with the System Integrator, this agreement shall stand terminated immediately under intimation to the System Integrator.
- 6.2 **Extension of Agreement:** Validity of the empanelment agreement shall be Five years, initially and renewal for two years, based on performance. After the expiry of

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

- 6.3** **Restrictions on 'Transfer of agreement'** The SI shall not assign or transfer its right in any manner whatsoever under this agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the agreement to any third party either in whole or in any part i.e. no sub-contracting/ partnership/ third party interest shall be created.
- 6.4** **Liability**: Except as provided in this Agreement, herein above, neither party shall be liable to other party or any other party by virtue of termination of this Agreement for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leases, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of this Agreement.
- 6.5** **Suspension, Revocation or Termination of agreement**
- 6.5.1** BSNL reserves the right to suspend the operation of this agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities. In such a situation, BSNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the agreement will not be a cause or ground for extension of the period of the agreement and suspension period will be taken as period spent. During this period, no charges for use of the facility of the System Integrator shall be payable by BSNL.
- 6.5.2** BSNL may without prejudice to any other remedy available for the breach of any conditions of agreement by a written notice of three month issued to the System Integrator at its registered office, terminate or suspend this agreement under any of the following circumstances:
- 6.5.2.1** The System Integrator failing to perform any obligation(s) under the agreement.
- 6.5.2.2** The System Integrator failing to rectify, within the time prescribed, any defect as may be pointed out by BSNL.
- 6.5.2.3** Non adherence to SLA which BSNL has committed to customer.
- 6.5.2.4** The System Integrator going into liquidation or ordered to be wound up by competent authority.
- 6.5.2.5** Either party may terminate the agreement, by giving notice of at least three month in advance. The effective date of surrender of agreement will be three month counted from the date of receipt of such notice by the other party or the authority that signed the agreement on behalf of other party.
- 6.5.2.6** If the System Integrator is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to BSNL in writing. In that case, the written notice period can be modified by BSNL as deemed fit under the circumstances. BSNL may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as it feels fit under the circumstances.
- 6.5.2.7** It shall be the responsibility of the SI to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for

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termination at risk and cost of SI and Performance Bank Guarantee shall be forfeited, without any further notice.

6.5.2.8 Breach of non-fulfilment of Agreement conditions may come to the notice of BSNL through complaints or as a result of the regular monitoring. Wherever considered appropriate BSNL may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the System Integrator or not? The SI shall extend all reasonable facilities and shall endeavour to remove the hindrance of every type upon such inquiry.

6.6 Actions pursuant to Termination of Agreement

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

6.6.1 Neither Party shall represent the Other Party in any of its dealings.

6.6.2 Neither Party shall intentionally nor otherwise commit any act(s) as would keep a third party to believe that the other Party is still the former Party's service provider, as the case may be.

6.6.3 Each party shall stop using the other Party's name, trademark, etc., in any audio or visual form.

6.6.4 The expiration or termination of the agreement for any reason whatsoever shall not affect any obligation of either Party having accrued under the agreement prior to the expiration or termination of the agreement and such expiration or termination shall be without prejudice to any liabilities of either Party to the other Party existing at the date of expiration or termination of the Agreement.

6.7 Dispute Settlement:

6.7.1 In the event of any question, dispute or difference arising under this agreement or in connection there- with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CGM Gujarat Circle, BSNL. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.

6.7.2 There will be no objection to any such appointment on the ground that the arbitrator is a BSNL Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CGM Gujarat Circle, BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

6.7.3 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

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6.7.4 The venue of the arbitration proceeding shall be the office as decided by CGM Gujarat, BSNL, or such other places as the arbitrator may decide.

7.0 **Bid Security(Security Deposit) and Performance Bank Guarantee:**

7.1 **Bid Security Deposit:**

7.1.1 For National category Rs. 1 Lakh, for Circle category Rs. 50,000/-, for Circle-Silver category Rs. 10,000/- and for BA-Silver category Rs. 5,000/- either in BG valid for one year or Demand Draft from any scheduled bank.

7.1.2 Bid security deposit shall be forfeited in case

(a) If a bidder withdraws or makes any modification in the terms and conditions of the EOI before acceptance of the tender, which are not acceptable to the company or

(b) If the successful bidder fails to submit the PBG in the prescribed format within 3 to 4 weeks after approval of empanelment/issuance of LOI.

7.2 **Performance Bank Guarantee:**

7.2.1 Each empanelled SI's will need to submit Performance Bank Guarantee (PBG) of Rs. 15 lakh, Rs. 3 lakh, Rs. 50,000/- and Rs. 25,000/- for National, Circle, Circle-Silver and BA-Silver categories before signing the agreement and submission of proposal to the customer, for ensuring full compliance of agreement conditions. Initially, the PBGs shall be valid for at least five and half years(66 months) from the date of signing of agreement (effective date) of the service and shall be renewed from time to time till the expiry of agreement and till all outstanding dues to BSNL, if any, have been fully paid and its claims are satisfied or discharged and also discharge of all responsibilities with regard to design, supply, configure and maintenance of customer end equipment for the full period of warranty/AMC as applicable. The validity of the PBG will be minimum three months more than the project duration. The Project duration includes warranty and AMC, if any required by the customer.

7.2.2 Amount of PBG shall be reviewed at the end of the first year and thereafter on yearly basis. After the first year PBG shall be 5% of total payment received by the SI from BSNL in the previous year or bank guarantee prescribed above, whichever is higher. The bank guarantee for the difference of additional amount(if any) is paid by the SI within 30 days of the start of the New Year. Any failure to do so, shall amount to violation of the terms of the agreement and entitle BSNL to en-cash the bank guarantee and to convert into a cash security without any reference to the SI and his risk and cost. No interest or compensation whatsoever shall be payable by BSNL on such encashment.

8.0 **Force-Majeure:**

If at any time, during the continuance of this agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the System Integrator, fire, floods, natural calamities or any act of God (hereinafter referred to as **event**), provided notice of happenings of any such event is given by the affected party to the other, within

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

9.0 **CONFIDENTIALITY OF INFORMATION & INTELLECTUAL PROPERTY:**

9.1 Subject to conditions contained in this Agreement, the System Integrator shall take all necessary steps to safeguard the privacy and confidentiality of any information about BSNL and its subscribers from whom it has acquired such information by virtue of the Service provided and shall use its best endeavours to secure that:

9.1.1 No person acting on behalf of the System Integrator or the System Integrator himself divulges or uses any such information except as may be necessary in the course of conducting business.

9.1.2 Provided, the above para shall not apply where BSNL has consented in writing to such information being divulged or used and such information is divulged or used in accordance with the terms of that consent; or the information is already open to the public.

9.2 The System Integrator shall take necessary steps to ensure that the System Integrator himself/herself and any person(s) acting on its behalf observe confidentiality of customer information.

9.3 The System Integrator shall prior to commencement of this agreement, confirm in writing to BSNL that the SI has taken all necessary steps to ensure that it and its employees shall observe confidentiality of customer information.

9.4 This clause shall survive the termination or expiry of this agreement.

9.5 Intellectual Property:

9.5.1 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 SI, for BSNL or provided to the SI by BSNL shall be the exclusive property of BSNL and shall be kept confidential.

9.5.2 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.

9.5.3 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.

9.5.4 All information and documents supplied to the System Integrator under the agreement and all reports, programs, procedures, documents and information produced under the agreement are the property of BSNL and shall be returned upon completion of contract.

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9.5.5 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.

10.0 Indemnification: The System Integrator agrees to protect, defend, indemnify and hold harmless BSNL and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:

10.1 Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party;

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

10.3 Any claim of any infringement of any intellectual property right or any other right of any third party or of law by the System Integrator;

10.4 This clause shall survive the termination or expiry of this agreement.

10.5 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.

11.0 Submission of application:

11.1 Application giving the **full details is to be made on the company's letter head**, accompanying all the requisite documents, as enlisted in the eligibility criteria with a copy of this EOI duly signed on all the pages as a token of acceptance of all clauses be submitted along with the application.

11.2 EOI documents can be downloaded from www.gujarat.bsnl.co.in and the price of EOI document is Rs. 2000/- (Govt. Taxes extra) DD for the same must be attached with the application form. The demand draft should be from any scheduled bank drawn in favour of "Account Officer(Cash), BSNL" and should be payable at Ahmedabad. EOI application received without application fee, security deposit in the form of bank guarantee will be summarily rejected.

11.3 Following document need to be attached with application:

11.3.1 Annual reports of last two financial years, together with copies of audited balance sheets of last two financial years

11.3.2 Certificate of experience as defined in eligibility criteria along with customer details, project profile with dates, addresses & telephone numbers of the customers.

11.3.3 Letter from the OEM's (Original Equipment manufacturer) or through its dealer/associate whose make of equipments 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's requirement. The support beyond warranty will be on paid basis.

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- 11.3.4** Willingness to supply equipments on lease as per customer requirements. All investments will be done by SI in such cases. The SI's willing to supply equipments on lease need to mention this. The SI can mention in their willingness letter the value up to which they are willing to supply on lease.
- 11.3.5** The SI's are supposed to submit along with their application the product catalogue.
- 11.3.6** 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.
- 11.3.7** **Security Deposit (SD)** – SD in the form of Bank guarantee of Rs. 1 Lacs for National category, Rs. 50,000/- for Circle category, Rs. 10,000/- for Circle-Silver category and Rs. 5,000/- for BA-Silver from any schedule bank for **one year** validity is to be submitted along with the application form.
- 11.3.8** Undertaking that they will submit PBG(as mentioned in eligibility criteria) within 3 to 4 weeks of approval in the format specified in the EOI. The BG submitted for SD will be returned after submission of PBG.
- 11.3.9** Details of offices and/or undertaking for opening the same, if sufficient offices are not available.
- 11.3.10** Certified list of recent board of directors/ partnership deed/ proprietorship registration document.
- 11.3.11** No near relative certificate from each director/partner/proprietor of the company/firm as per Annexure – 'E'.
- 11.3.12** No black listing certificate on the letter head of the company/firm in the format as mentioned in column 5 of clause 2.3.
- 11.3.13** Service/VAT tax/GST registration certificate.
- 11.3.14** Any other documents as per eligibility conditions.
- 11.3.15** All documents should be **properly spiral binded/filed and self-attested** by the authorized signatory with stamp of the company/firm.
- 11.3.16** If any of the documents required to be submitted along with the technical bid, is found wanting, the offer is liable to be rejected at that stage. However, the purchaser is at it's discretion may call for any clarification regarding the document. The purchaser at it's discretion may also ask for the submission of any additional/ missing document(s) within a stipulated time period. In such case(s) the bidder shall have comply the purchaser's requirement within the specified time.
- 11.3.17** In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.
- 11.3.18** Undertaking that your organisation is not working as an ISP.
- 11.4** 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.
- 11.5** The application may be sent in a cover with proper filing/ spiral binding and indexing. Application cover marked "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. for the Enterprise customers of BSNL" to Enterprise

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Business Unit, O/o CGM, Gujarat Telecom Circle, Telephone Bhavan, C.G. Road, Navrangpura, Ahmedabad – 380006 or concerned Business Unit of BA.

11.6 The evaluation of the application will be carried out by taking into consideration the eligibility criteria as mentioned in clause 2 of EOI.

11.7 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.

12.0 List of BSNL Business Area (BA) for submission of application for the BA-Silver Category empanelment :

Sr.	Business Area	Address
1	Ahmedabad	DGM(EB)/AGM(EB), O/o PGMTD, Ahmedabad
2	Bhavnagar	DGM(EB)/AGM(EB), O/o GMTD, Bhavnagar
3	Bhuj	DGM(EB)/AGM(EB), O/o GMTD, Bhuj
4	Junagadh	DGM(EB)/AGM(EB), O/o GMTD, Junagadh
5	Mehsana	DGM(EB)/AGM(EB), O/o GMTD, Mehsana
6	Rajkot	DGM(EB)/AGM(EB), O/o GMTD, Rajkot
7	Surat	DGM(EB)/AGM(EB), O/o GMTD, Surat
8	Vadodara	DGM(EB)/AGM(EB), O/o PGMTD, Vadodara

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

	PART - A	GENERAL INFORMATION
01	Name the company/ proprietorship/ partnership concern/Limited Liability Partnership (LLP)/Individual	
02	Type of Entity (company/ proprietorship/ partnership concern/ Limited Liability Partnership (LLP)/Individual)	
03	Year of Incorporation as applicable	
04	Application for Category : National SI / Circle SI / Circle Silver	
05	Registered Office:	
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	Head office in Gujarat:	
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 Dept. Exists	
b)	Whether sufficient skilled persons working to meet the project's requirement (Particularly for local head office)	
c)	Details of team members for necessary co-ordination with BSNL.	
d)	Whether the company / proprietorship etc has letter of support from OEMs (Original Equipment Manufacturer) or its authorised channels If so attach the list in detail	
e)	Whether the entity is be a direct owner of technology or have a direct teaming	

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	agreement with each of technology companies that form core of building block of WAN or related project implementation.	
f)	Whether company / firm / proprietorship etc is a ISO 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.	
j)	Undertaking that your organisation is not working as an ISP	

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

	Amount of Draft	Rs.2000/-+ Taxes as applicable
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	i) <u>In case of Company:</u> a) Power of Attorney attested by Notary b) Copy of the board resolution certified by the CS 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.	
2. A	Whether the company is a public limited or a Private limited company or proprietorship, registered in India	<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 <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.	
b.	Area of business: IT/Networking		
3. a	Whether the entity is a direct owner of	Letters from OEM (Original Equipment Manufacturer) or its authorised channels or its dealer/associate stating	

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	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.	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.	
b	Letter of Support from OEM or its authorised channels or its dealer/associate		
4.	ISO certification for services	Copy of the ISO Certification document. The bidders are requested to attach the document as Annexure 4 of their bid document.	
5.	Annual Turnover(for IT/networking business) for last two years	Profit and Loss Account for the last 2 financial Years certified by Chartered Accountant FY __: Rs. _____, FY__ : Rs. _____ The bidders are requested to attach the documents as Annexure 5 of their bid document.	
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 Centres in Gujarat b) No. of Support centres in India	a) Details of support centres (Address, Contact Tel No. , No of staffs etc.) b) Addresses of the Support Centres with supporting documents like rent agreement, landline bill etc (Format C for reference) The bidders are requested to attach the documents as Annexure 7 of their bid document.	
8.	GST Registration No.	Copy of the 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.	

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)

Name of SI

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Full Name _____
 Designation _____
 Address _____

Note:

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

Format - A (for OEM details)

Sl.	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 channel/ dealer	No. of Years of Support available	Authorization attached (Yes/No)

Format - B (Experience of WAN implementation on turnkey basis)

Sl.	Project Information	Details
1	Name of Bidder	
2	Project name & value	
3	PO date and commission date	
4	Number of Geographically separated WAN Nodes	
5	Brief Description of the Project & Scope of Work, role of bidder (Implementation, Operation and Maintenance)	
6	Customer details	
7	Satisfactory completion certificate from customer	

Format - C (Number of Support Centers)

<u>Sl No</u>	<u>Name of the Town/City</u>	<u>Postal address</u>	<u>Name of the Contact Person</u>	<u>Land line Number, Fax Number, Email ID etc.</u>

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

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Annexure – A
Technical Specification of Customer's End Equipments,
their network on LAN / WAN etc. (Only Indicative)

[1] **Router:** The detailed technical specifications are as follows.

- a) **Port Bandwidth:** CPE ports with leased line termination at speeds upto 100 Mbps
- b) **Network Protocols:** The device shall support TCP and IP as per latest IETF standard.
- c) **Routing Protocols:** Shall support static, RIP and OSPF for connecting the CPE to BSNL's network Point of Presence.
- d) **Physical Interface:**
 - (i) Serial Port: One/ two with V.35/G.703 interface
 - (ii) Ethernet Port: One / Two
 - (iii) ISDN BRA Interface: Optional
- e) **Other Features:** The CPE router should have following additional feature.
 - a. SNMP support: The port connected to BSNL's network shall support the SNMP ver. 2 management and MIB (Management Information Base) so that it can be used for central monitoring by the NMS.
 - b. Redundancy in control and power supply module. Optional

Note: The SI's can quote multiple models to take care of main and optional requirement.

[2] **Line Driver / Modems:** The detailed technical specifications are as follows.

- (a) **Types:** Following two types of modem are required.
 - (i) Low end Modems with speed ranging from 64 kbps, nx 64 kbps to 256 kbps
 - (ii) High end Modems with speed ranging from 64 kbps, nx 64 kbps to 2 Mbps
- (b) **Physical Interface:** V.35/G703

I Distance: The modems should be in a position to drive at maximum speed up to 10 km on normal cable used in BSNL network. (d) Should work with single pair cable

[3] **Switch:** It is layer 2 Ethernet Switch with 8/16/24 ports

Note: All the three customer end components should work with standard 230 V AC available in India.

[4] PC's / Servers

[5] Following types of features into the CPE specifications are very common these days, and are frequently demanded by customers:-

- a. New small branch office appliances that should have comprehensive security and performance with WAN connectivity and routing.
- b. Unified Threat Management (UTM) security features including Stateful firewall, IPS, Antivirus (Anti-Spyware, Anti-Phishing, Anti-Adware), Anti-Spam, and Web Filtering to protect the network from attack.

The benefits of using Such Devices in Customer Networks are –

1. The UTM CPE's deliver a purpose-built platform with robust security applications, high physical and virtual interface density and advanced routing support to deliver a cost effective consolidation solution. These appliances offer

Name of SI

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Signature of SI
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high performance platforms that enable customers to reduce the number of devices deployed in the network through a combination of high physical port density.

2. Virtualization encompasses an advanced capability called Virtual Systems along with security zones, and virtual LANs (VLAN), all of which combine to divide the network into secure segments using multiple virtual firewalls, each with its own policies, network addressing and management, while maintaining an overall security stance for the organization. High port densities combined with virtualization facilitates a reduction in devices without having to collapse firewall policies and management.

3. To easily integrate into the network, the appliances must support dynamic routing and multiple deployment modes eliminating the requirement for any network topology changes common in many competitive offerings.

4. For reliability the CPE must support Stateful high availability for both firewall and VPN, thereby minimizing the impact an outage may have on the network.

5. The CPE must have centralized, policy-based management that provides them to easily help customers deploy a higher level of security and control.

6. By deploying these type devices the CPE helps to roll out multiple value added services such as : Firewall Services , Anti Virus Services , Anti Spam & Phishing Services, Web Filtering Services , IPS Services without any further additional hardware deployment at customer location .

7. Any other services required by the customers.

Name of SI

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Annexure – B
PROFORMA FOR PERFORMANCE BANK GUARANTEE

To
CGMT, Gujarat Circle
BSNL, Navrangpura, Ahmedabad-6

In consideration of the BSNL having agreed to sign an agreement with M/s to _____(herein after called "System Integrator) 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. for the Enterprise customers of BSNL for services offered by BSNL (hereinafter called 'the Service') to BSNL subscribers as per the agreement No. _____(Herein after called 'the said agreement') on the terms and conditions contained in the said agreement, which inter-alia provides for production of a Bank Guarantee to the extent of Rs. _____(in words) for the service by way of security for the due observance and performance of the terms and conditions of the said agreement.

1. We _____(indicate the name and address and other particulars of the Bank) (herein after referred to as 'the Bank') at the request of System Integrator hereby irrevocably and unconditionally guarantee to BSNL that System Integrator shall render all necessary and efficient services which may be required to be rendered by System Integrator in connection with and/or for the performance of the said System Integrator and further guarantees that the service which shall be provided by System Integrator under the said agreement, shall be actually performed in accordance with terms & conditions of System Integrator to the satisfaction of the BSNL.

2. We, the Bank, hereby undertake to pay BSNL an amount not exceeding Rs. (Rupeesonly) against any loss or damage caused to or suffered or would be caused to or suffered by BSNL by reason of any breach by the said System Integrator of any of the terms and conditions contained in the said agreement including failure to extend the validity of this guarantee or to give a fresh guarantee in lieu of the existing one.

3. We, the Bank hereby, in pursuance of the terms of the said agreement, absolutely, irrevocably and unconditionally guarantee as primary obligor and not merely as surety the payment of an amount of Rs. _____(Rupees _____Only) to the BSNL to secure due and faithful performance by System Integrator of all his/their obligations under the said agreement.

4. We, the Bank hereby also undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the BSNL by reason of breach by the said System Integrator of any of the terms or conditions contained in the said agreement or by reason of System Integrator's failure to perform any of its obligations under the said agreement."

5. We, the Bank, hereby agree that the decision of the BSNL as to whether System Integrator has failed to or neglected to perform or discharge his duties and obligations as aforesaid and/or whether the service is free from deficiencies and defects and is in accordance

Name of SI

Designation

Signature of SI

As a token of acceptance of all clauses

with or not of the terms & conditions of the said agreement and as to the amount payable to the BSNL by the Bank hereunder shall be final and binding on the Bank.

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

(a) the Guarantee herein contained shall remain in full force and effect for a period of **Five and half years** from the date hereof and that it shall continue to be enforceable till all the dues of the BSNL and by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL satisfies that the terms and conditions of the said agreement have been fully and properly carried out by the said System Integrator and accordingly discharged this guarantee.

(b) The BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance of any obligations by the said System Integrator from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said System Integrator and to forbear or to enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation or extension being granted to the said System Integrator or forbearance act or omission on the part of the BSNL or any indulgence by the BSNL to the said System Integrator or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

(c) Any claim which we have against System Integrator shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of the BSNL exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of us hereunder remains owing and outstanding.

(d) This Guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by System Integrator.

7. We the BANK undertake not to revoke this Guarantee during its currency except with the previous consent of the BSNL in writing.

8. Notwithstanding anything contained above, our liability, under the Guarantee shall be restricted to Rs. and our Guarantee shall remain in force until years from the date hereof. Unless a demand or claim under this Guarantee is made on us in writing within this date i.e. all your rights under the Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

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

In the presence of Witnesses:

Signature:	Signature:
Name:	Name:
Occupation:	Occupation:
Address:	Address:

Place:	Place:
DATE	DATE

Name of SI	Designation	Signature of SI
		As a token of acceptance of all clauses

ANNEXURE – C
AGREEMENT PROFORMA

(To be furnished on Rs.(As per State Govt)/- stamp paper)

To be executed on non-judicial stamp worth Rs. (As per State Govt) 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 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. for the Enterprise customers of BSNL for services offered by BSNL.

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

AND

M/s _____, a company registered under the Companies Act 1956, having its registered office..... acting through Mr/Ms _____, (Designation), the authorized signatory (hereinafter called as **System Integrator or SI**), which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) of the SECOND PARTY.

WHEREAS

1. BSNL is a telecom service provider licensed to provide various kinds of DATA SERVICES within India.
2. The BSNL is desirous of appointing System Integrator (hereinafter referred as SI) 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. for the Enterprise customers for services offered by BSNL. The SI has approached BSNL for authorizing it to act as its System Integrator 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. for the Enterprise customers for services offered by BSNL.
3. The System Integrator has requested to sign an agreement 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. for the Enterprise customers for services offered by BSNL where upon and in pursuance to the said request, BSNL has agreed to sign this Agreement with the System Integrators 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. for the Enterprise customers for services offered by BSNL.

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 number _____, which are part and parcel of this agreement, BSNL and the M/s _____

Name of SI

Designation

Signature of SI

As a token of acceptance of all clauses

- agreed to sign agreement 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. for the Enterprise customers for services offered by BSNL.
2. It shall be valid for a period of Five Years from the date of signing unless revoked earlier. Further extensions will be considered as per the provisions of EOI.
 3. M/s and 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 Integrators agreed to submit Performance Bank Guarantee(PBG) of Rs. (in words) _____ as a security towards due observance and performance of terms & conditions of this Agreement. This bank Guarantee shall be valid for _____ from the date of signing of this Agreement. The SI agrees to renew the PBG from time to time till expiry of agreement or till BSNL is satisfied that the terms & conditions of said agreement have been fully and properly carried out by the SI. Without prejudice to its rights of any other remedy, on failure of the SI to provide services under this agreement or in case of any breach in terms and conditions of the Agreement, BSNL shall en-cash/forfeit the said Performance bank Guarantee.
 8. BSNL reserves the right to provide such services on its own or to enter into Agreement with other parties/persons/service providers for providing similar services from time to time in future without any restriction on number of persons/parties/System Integrators, the system Integrator shall have no objection whatsoever. SI agrees to adherence to this provision and the same is a material obligation of this Agreement.
 9. All terms and condition as mentioned in EOI for vide number is valid and are to be complied.

Penalty Clause: As per clause no. 5.6 of the EOI.

Non-performance Clause:

- i. SIs who will become dormant for last two years will be reviewed. On asking for meeting, 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.
- ii. BSNL will 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 will be terminated 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.

Name of SI

Designation

Signature of SI
As a token of acceptance of all clauses

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

Sd/-

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

AGM (**EB**), Telephone Bhavan, C.G. Road, Navrangpura, Ahmedabad-380006

Signed on behalf of **M/sPRIVATE LIMITED**, by **Shri**, the authorized signatory and holder of General Power of Attorney dated executed in accordance with the Resolution dated _____ assed by the Board of Directors of the company.

In the presence of Witnesses:

Signature:	Signature:
Name:	Name:
Occupation:	Occupation:
Address:	Address:

Place
DATE

Place
DATE

Name of SI

Designation

Signature of SI
As a token of acceptance of all clauses

Annexure - D
(Bank Guarantee-Bid Security Deposit Format)

To

Chief General Manager
Gujarat Telecom Circle
Bharat Sanchar Nigam Limited
Telephone Bhavan, C.G. Road, Navrangpura,
Ahmedabad-380006

Dear Sirs,

In accordance with your EOI enquiry No..... dated
M/s..... having its registered office at (herein after called
the „**Bidder**”) wish to participate in the said EOI for.....

As an irrevocable Bank Guarantee against Bid Guarantee for an amount of Rs. (One Lakh/ Rs. 50,000- / Rs. 10,000- / Rs. 5,000/-)..... valid up to** is required to be submitted by the Bidder as a condition preset for participation in the said EOI, which amount is liable to be forfeited on the happening of any contingencies mentioned in the EOI/ bid documents.

We, theBank at Having our head office at guarantee and undertake to pay immediately on demand by BSNL the amount* (in figures and words) without any reservation, protest, demur and recourse. Any such demand made by said owner shall be conclusive and binding on us irrespective of any dispute or differences raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid up to** (**up to 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’s Common
Seal.....
Attorney as per power of Attorney
No.....

Witness

Signature.....

Name

Name of SI

Designation

Signature of SI
As a token of acceptance of all clauses

ANNEXURE - E

Certificate regarding no close relatives working in BSNL

(To be submitted by all the Owner/ Partners/Directors of the Company)

“I.....s/o.....r/o..... here by certify that none of my relative(s) as defined in the EOI document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it found that the information given by me is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit / without any prior intimation to me.”

The near relatives for this purpose are defined as:-

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

Dated this Day of 20...

Seal and Signature:

Name of SI

Designation

Signature of SI
As a token of acceptance of all clauses

Annexure - F
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/organisation/company, -----(herein after called applicant), is already empanelled as a System Integrator in - (Name of Home Circle)-----Circle as National/Circle Level System Integrator.
- (ii) That, the applicant is interested to get empanelled as SI 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 of 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, (Home Circle),.....

Name of SI

Designation

Signature of SI

As a token of acceptance of all clauses