

Policy document for empanelment of System Integrators (SIs)

NO: MTNL/CO/EB & Mktg./SI EMPANELMENT Policy/2017-18

Dated:

**Walk-In
for
Empanelment of System Integrators (SIs) in MTNL
for
Supply, Configuration and Maintenance of Networking elements, Customer End Equipments
etc for integration work & AMC thereof on turnkey basis for data services or any customized
solution offered by MTNL on business model with SLA and Terms and Conditions desired by
MTNL's customers.**

The eligible firm/company should be a Public Limited, a Private Limited, Partnership Company, or proprietary firms registered in India and should have capability as a Network/System integrator. The eligible firm/company should meet all the eligibility criteria mentioned in clause 3 of this policy document including average turnover of last two years more than 20 Lakhs (Twenty Lakhs).

The eligible firm/company interested to become 'Empanelment as System Integrators in MTNL' may submit the proposal to the O/o AGM(EBG-2),5th Floor,Telephone House,V.S Marg,Prabhadevi,Mumbai-28 in the unit of Executive Director MTNL Mumbai, in duplicate (two copies) along with eligibility document as specified in the Annexure-D of this Policy Document under "Application for Empanelment of SYSTEM INTEGRATORS (SIs)".

This empanelment will not have any effect/interference on the terms and condition of the agreement of the existing SIs who is already empanelled.

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

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SECTION I

1. Introduction

1.1. MTNL, is a Navaratana PSU under Department of Telecom, Ministry of Communications & IT, Government of India. MTNL is a well-reputed organization for providing Telecom service in Delhi and Mumbai. Its subsidiary i.e. "Millennium Telecom Ltd. (100% subsidiary of MTNL) and a joint ventures i.e. MTNL-STPI, have all requisite capability to supply, install and integrate IT network elements and infrastructure. MTNL has a long list of experience in executing prestigious and strategic projects in ICT for various ministries at Center as well as at State level in last 27 years.

- a. It offers wide range of telecommunication services like Basic (both fixed and wireless), Cellular, PRI, Leased Line, Virtual Private Network (VPN), Internet, Broadband, VoIP, IP TV etc.
- b. Keeping pace with the technological trend to provide latest and varied value added services to its customers; MTNL also provided turnkey solutions as per requirement of customers.
- c. The MTNL has its own MPLS VPN Nodes, which are presently located at Delhi and Mumbai. However, this VPN nodes can be extended to any corner of India using MTNL network through a mix of Leased Line and MPLS VPN etc.

1.2 MTNL intend to provide a single window approach solution to its customers in implementation of their ICT infrastructure project. This will include supply of network equipments/CPE, hardware and software etc, configuration, installation and commissioning, integration, maintenance and support for any customized solution on business model with SLA and Terms and Conditions desired by customers.

1.3 Some of the Customers i.e. Government Ministry/PSUs etc are inviting bids through open tender for setting up of WAN/ ICT solution for them. MTNL intends to participate in these tender with the empanelled SIs.

1.4 Government of India has also come up with various missions like Digital India, Smart City Mission wherein MTNL intends to provide complete end to end ICT Solutions with SIs, which includes the Bandwidth Provisioning as well as other IT Hardware/Software/Sensors/Smart Elements/Command and Control Centre etc.

1.5 Accordingly, MTNL invites proposal from eligible Network/System Integrators who has the capability of providing customised ICT solutions with leveraging the existing Communication Network/Infrastructure of MTNL.

2. OBJECTIVE OF THE POLICY:

- 2.1 The Indian telecom industry has undergone a transformational change in the last decade. Telecom Operators is adopting innovative models to sustain in the recent years. Government of India has also come up with various missions like Digital India, Smart City Mission etc, which enable new demands in the market to be catered through innovative models. To cater such demands in the market, MTNL is allowing open ended policy for empanelment of System Integrators (SIs) in MTNL.
- 2.2 The objective of this Policy document is to enable MTNL to provide single window complete end-to-end solution to its esteemed customers. MTNL intends to have a tie up with Network/System Integrators who can do all the activities including supply of network equipments / CPE, hardware and software etc, configuration, installation and commissioning, integration, maintenance and support.
- 2.3 The successful system integrator should enter into an agreement with MTNL for supply of network equipments/CPE, hardware and software etc, configuration, installation and commissioning, integration, maintenance and support for any customized solution on business model with SLA and Terms and Conditions desired by customers. However, the successful vendor/company should not enter into any agreement with other competitors of MTNL in this regard for the same work.
- 2.4 Some of the Customers i.e. Government Ministry/PSUs etc are also inviting bids through open tender for setting up of WAN/ ICT solution for them. In order to acquire the new business, MTNL has to participate and compete in the government tender with empanelled System Integrators. In such cases also MTNL requires services of System Integrator, who will be responsible to supply network equipments, configuration and integration with existing network, operation, maintenance and support related to customers.
- 2.5 The System Integrators as per this Policy Document shall be categorized for performance in
- A. Delhi,
 - B. Delhi and Anywhere in India,
 - C. Mumbai,
 - D. Mumbai and anywhere in India.

System Integrators will have to indicate their preference of the category in their application/proposal for empanelment as SIs in MTNL.

3. Scope of Work

The General Scope of Work is given below.

3.1. Design of the entire WAN, supply, Installation, Commissioning of the required network components like Routers, Switches, Leased line Modems, servers, PCs and other items required for the provisioning of the requirements given by the customer. If required by the customer, any existing LAN should be integrated with the proposed WAN.

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

3.3. Smooth Data/voice/video connectivity between the WAN Connected Premises/ICT infrastructure and the Central Location is to be ensured.

3.4. Software upgrades for the networking components such as routers, switches etc. should be done free of cost for the period which may be mutually agreed to by MTNL and the empanelled SI on a project to project basis.

3.5. Maintenance, Support Services, Annual Maintenance Contract etc. in respect of equipments supplied to the customer

Modus-operandi

3.6. The modus-operandi of various types of possible arrangement are as mentioned below. It will be based on the criteria that who is perusing to the customer, SI or MTNL.

3.6.1. Scenario First: If work is allotted to MTNL on nomination basis by the customer with the efforts of SI.

The technical specification/Complete solution will be framed by the concerned empanelled SI and get authenticated from the customer. Subsequently, financial enquiry from the panel of SIs will be called. SIs will submit their financial quotes within timeline as may be given by the MTNL/end user customer. In case the SI through whom the business has been secured is not the L1 bidder for select or all the items, then first right of refusal by "Counter Offer" will be given to that concerned SI through whom the business has been secured for matching the L1 price for that select or all the items. In case the concerned SI accepts it then concerned SI will be considered as a selected SI for the project of the customer otherwise the selected SI for the project will be the actual L1 bidder. In case of any discrepancy MTNL decision in this regard is final and

binding.MTNL margin will depend on case to case basis at sole discretion of the MTNL. However if work is allotted to MTNL by the customer directly and without SI help,then work will be awarded to the select SI on their financial quote of L1 as per the terms and condition of the EOI.

3.6.2. Scenario Second: Work without Tender- If work is allotted to MTNL on preferential basis by various Govt. Bodies, PSU and other Private industries:

The technical specification/Complete solution will be framed and get authenticated from the customer. MTNL may take the help of Empanelled SIs in framing the specification. Subsequently, financial enquiry from the panel of SIs will be called. SIs will submit their financial quotes within timeline as may be given by the MTNL/end user. SI having L1 quote will be considered and after due diligence MTNL will offer commercial proposal to customer however, SI may be asked to offer further discount if the end customer does so. The SI having L1 quote will be awarded it's portion of work, if SI have to accept decision of MTNL / customer back to back for extending the same discount.

3.6.3. Scenario Three: Work through Tender- If MTNL participates in any Tender/Competitive bidding process:

Financial enquiry from the panel of SIs will be called for as per the customer's specification. SI with L1 quote will be considered MTNL will quote the rates as per the market conditions, keeping in consideration the rates quoted by L1 bidder. Selected SI may be asked to offer further discount in case the end customer does so during negotiation. The L1 bidder will be awarded it's portion of work. Once payment is received it will be given back to the SI as per payment terms / PO conditions. In this regard, all the cost relating to the tender process i.e. tender document cost, EMD and PBG etc will be borne by SI. All the terms and condition of the tender document related to the work carried out by SIs will be applicable on SIs back-to back.

3.6.4 Managed Services Model:

MTNL with the help of SI's to launch the Products / Services as a Managed Service on CAPEX / OPEX Model with guaranteed SLA (Service Level Agreements) on pay per use model. The SI must have the core competency themselves on the proposed Products / Services or through the Technology or Solution Partners / OEMs (Original Equipment Manufacturer) / Authorized Resellers / Partners / Distributors etc. The tariff of the services will be decided initially at the recommendations of the concerned SI by the committee consisting of MTNL and SI representative and later on it will be adopted as per experience gained, market intelligence,

and / or discovered as per market conditions. Quarterly / or as per mutual agreement review meetings with the SI will be done. The decision of the MTNL shall be final in this regard. Discounts / Customization on card tariff, if demanded by customer will be considered jointly with the Partner on case to case basis. The MTNL margin will be decided on case to case basis subject to minimum of 10% on such services. The scheme will be reviewed annually.

4. Eligibility Criteria for the Empanelment

	Eligibility Criteria	Documents to be submitted
4.1	Network/System integrator should be a Public Limited, a Private Limited or partnership company, Proprietary firms registered in India.	(a) Certificate of Incorporation, (b) Memorandum and Article of Associations (c) DIN of all Directors
4.2	System Integrator shall be an IT/Networking company.	(d) Latest annual report. (e) Partnership deed (As Applicable)
4.3	The SI should have a valid TIN/GST registration certificate.	Copies of relevant tax/registration certificates.
4.4	Network/System Integrator shall be a direct owner of technology or have a direct teaming agreement with each of technology companies that form the core building block for WAN or related project implementation. The core building blocks may be classified as servers, computers, computer peripherals, routers, LAN Switches/hubs, firewall, leased line modems, ISDN back up devices, connectors and basic computers related software etc.	a) Letters from OEM (Original Equipment Manufacturer)/ SI having direct teaming agreement with OEM stating that they will support the product/solution through the network/System Integrator for the next five years or as per the requirement of customer. (b) If the SI is a manufacturer of the product then Registration certificate from State Director of Industries or from Secretariat for Industrial approval from Ministry of Industries Government Of India.
4.5	Turnover (for empanelment under category as mentioned under 4.9)	a) Profit and Loss Account for last two years.
4.6	Minimum experience of implementation of two IT/ Networking project.	a) P O copies b) Satisfactory Completion

		Certificate from the Customer	
4.7	The System Integrator should have at least one support centre in Delhi/NCR or/and Mumbai, depends on Category A, B, C and D as per clause 2.5 of section I.	a) Addresses of the Support Centers with Fixed Line Contact Number.	
4.8	The near relatives of all MTNL employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of MTNL.	Near Relative Certificate as per Format D Annexure D.	
4.9	Eligibility criteria in respect of Turn Over Vs. Empanelment category will be as Follows:		
	Category	Average turnover for last two years.	Will be entitled to execute the work up to
	I	Rs. 20 Lakhs	Rs. 1 Crore
	II	Rs. 50 Lakhs	Rs. 2.5 Crore
	III	Rs. 1 Crore.	Rs. 5 Crore
	IV	Rs. 2.5 Crore.	Rs. 12.5 Crore and above
4.10	Higher experience will not debar any empanelled SI for executing the work of lower value.		
4.11	The bidder should not be black-listed / Holiday Period by any central/State Govt. ministry or PSU or department or GST or indirect Tax Authorities.		

5. GENERAL TERMS AND CONDITIONS

5.1. AGREEMENT

5.1.1 The selected System integrators have to sign an agreement with MTNL as per the format specified in the Annexure C

5.1.2 The agreement is of non-exclusive nature. The agreement shall not restrict MTNL from contracting for identical or similar services from any other person /party. Also MTNL intends to empanel multiple number of SIs through this present empanelment process. MTNL reserves the

right to appoint any number of SIs in this category or sell directly or through other channels also. MTNL also reserves the right to create other categories of SIs to serve a particular segment of customers.

5.1.3 Duration of Agreement: This agreement shall be valid for a period of FIVE YEARS from the issue of empanelment letter unless revoked earlier for whatever reasons. If at any stage during the tenure of this agreement, it comes to the notice of MTNL, 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.

5.1.4 Extension of Agreement: MTNL may extend, if deemed expedient, the period of agreement by ONE YEAR at one time, suo-moto or in mutual agreement with the System Integrator on mutually agreed terms. The decision of MTNL shall be final in regard to the grant of extension. After the expiry of initial agreement period of five years, MTNL reserves the right to refuse the request for extension, modify some/ all the clauses of the agreement.

5.1.5 Restrictions on Transfer of agreement: The System Integrator 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.

5.1.6 Liability: Except as provided in this Agreement, hereinabove, 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.

5.2 Suspension, Revocation or Termination of agreement:

5.2.1 MTNL 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, MTNL 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 MTNL.

- 5.2.2 MTNL 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:
- a. The System Integrator failing to perform any obligation(s) under the agreement.
 - b. The System Integrator failing to rectify, within the time prescribed, any defect as may be pointed out by MTNL.
 - c. Non adherence to SLA which MTNL has committed to customer.
 - d. The System Integrator Limited going into liquidation or ordered to be wound up by competent authority
 - e. 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 months 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. However SI having been awarded a work wants to terminate the agreement during execution of work. MTNL has the right to decline his request. In case SI leaves the work incomplete, the remaining work will be got completed by any other agency at the risk and cost of the SI to whom the work was awarded originally.
 - f. 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 MTNL in writing. In that case, the written notice period can be modified by MTNL as deemed fit under the circumstances. MTNL 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.
 - g. It shall be the responsibility of the System Integrator 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 termination at risk and consequent of System Integrator and Performance Bank Guarantee shall be forfeited, without any further notice.
 - h. Breach of non-fulfillment of Agreement conditions may come to the notice of MTNL through complaints or as a result of the regular monitoring. Wherever considered appropriate MTNL 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 System Integrator shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry.

5.2.3 Actions pursuant to Termination of Agreement: Notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement.

- a. Neither Party shall represent the Other Party in any of its dealings.
- b. 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.
- c. Each party shall stop using the other Party's name, trademark, etc., in any audio or visual form.
- d. 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 of 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.

5.3 Performance Bank Guarantee

5.3.1 There are two types of PBG i.e. PBG at the empanelment and Project specific PBG.

(a) PBG at the empanelment

Each empanelled SI's shall furnish a Performance Bank Guarantee (PBG) for value for eligible category as follows:

PBG to be deposited at the time of empanelment	Turnover eligibility of SI Average turnover for last two years.	SI will be entitled to execute the work up to
For Category I – PBG Rs. 1 Lakh	Rs. 20 Lakhs	Rs. 1 Crore
For Category II – PBG Rs. 2.5 Lakhs	Rs. 50 Lakhs	Rs. 2.5 Crore
For Category III – PBG Rs. 5 Lakhs	Rs. 1 Crore.	Rs. 5 Crore
For Category IV – PBG Rs. 12.5 Lakhs.	Rs. 2.5 Crore.	Rs. 12.5 Crore and above

PBG shall be in the Performa given at Annexure B from any scheduled Bank in India within one month from the date of Issue of the letter of acceptance. Performance Bank Guarantee (PBG)

should be submitted before signing the agreement, for ensuring full compliance of agreement conditions. In case the furnishing of Performance Bank Guarantee is delayed by the System Integrator beyond the afore-mentioned period, MTNL may withdraw the said letter of acceptance and forfeit the Earnest Money Deposit. Initially, the bank guarantee(s) shall be valid for a period of at least five and half years 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 MTNL, if any, have been fully paid and its claims are satisfied or discharged and also discharge of all responsibilities with regard to supply, configure and maintenance of customer end equipment for the full period of warranty / AMC as applicable. The validity of the PBG will be six months more than the project duration. The Project duration includes warranty and AMC, if any required by the customer.

(b) Project specific PBG.

System Integrator should submit additional PBG of at least 5% of the P.O. value, or as desired by the end customer, valid for the duration of the project/work, whenever a project/work is awarded to System Integrator. Any failure to do so, shall amount to violation of the terms of the agreement and entitle MTNL to encash the bank guarantee and to convert into a cash security without any reference to the SI at his risk and cost. No interest or compensation whatsoever shall be payable by MTNL on such encashment.

5.4 Dispute settlement

5.4.1 The parties shall endeavour to resolve any dispute under the Agreement through mutual discussions and negotiations.

However, If, after thirty (30) days from the commencement of such negotiations, the efforts to resolve all or any of the disputes through negotiations fails, then, such disputes or differences, whatsoever arising between the parties in respect of this Agreement shall be referred to Arbitration, unless the matter is time barred as per the law of Limitation, in accordance with the following provisions:

(a) Matters to be arbitrated upon shall be referred to a sole Arbitrator where the total value of claims does not exceed Rs. 20 crores. Beyond the claim limit of Rs. 20 crores, there shall be three Arbitrators.

(b) For this purpose the MTNL shall publish a Panel of Arbitrator, meeting the requirements of the Arbitration and Conciliation Act as amended from time to time, consisting of eminent persons having wide experience in Telecom, Telecom Finance, Civil and Electrical fields. This

panel will be of serving or retired officers of Government Departments or of Public Sector Undertakings of the rank of Joint Secretary to Govt of India or above.

(c) For the disputes to be decided by a sole Arbitrator, the party invoking the Arbitration Clause shall submit a list of three Arbitrators from the aforesaid Panel alongwith the letter invoking the Arbitration. The other Party shall convey its consent for one of the said Arbitrators from the said list within 15 days of receipt of such request.

(d) For the disputes to be decided by a Panel of three Arbitrators, the party invoking the Arbitration Clause shall submit a one name from the aforesaid Panel, as its Nominee, alongwith the letter invoking the Arbitration. The other Party shall convey the name of its nominee from the aforesaid Panel to the Party invoking the Arbitration, within 15 days of receipt of such request. Both the nominated Arbitrators shall nominate a third Arbitrator from the aforesaid Panel, who shall act as the presiding Arbitrator;

(e) The Arbitration and Conciliation Act, 1996, as amended from time to time, and the rules made thereunder shall be applicable. The Arbitration proceedings shall be held in Delhi/Mumbai only.

(f) In the event of such an Arbitrator(s) to whom the matter is originally referred, being vacating his office or neglecting his work or being unable to act for any reason whatsoever, the new Arbitrator(s) shall be appointed after following the procedure as enumerated hereinabove. The person(s) so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

(g) The Arbitration proceedings shall be in English language.

(h) The law of land as promulgated/modified/amended or replaced from time to time shall govern this agreement. The agreement shall be subject to exclusive jurisdiction of courts at New Delhi/Mumbai.

(i) No person other than the Empaneled Arbitrators of MTNL shall be appointed as an Arbitrator to adjudicate the dispute between the SI and the MTNL.

5.4.2 In case of SI is a PSU/central government department/ central government organization, then dispute, differences, controversies / differences of opinions, breaches and violation arising from the Agreement between MTNL and other PSU/central government department/ central government organization, shall referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises (DPE) to be nominated by Secretary to the Government of India In charge of DPE. The Arbitration and Conciliation Act 1996 shall not be applicable to Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties.

5.5 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 21Calendar 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 MTNL 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.

5.6 Penalty Clause

5.6.1 Liquidated Damages-Liquidated Damages, wherever referred under this EOI/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the SI agrees to pay in the event of delay in delivery of stores, installation, commissioning, breach of contract etc. as the case may be. Liquidated Damages is not a penalty but is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by the MTNL on account of delay/breach on the part of the SI.

5.6.2The date of delivery of the stores and Installation and/or Commissioning stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances subject to conditions as enumerated in the contract/tender including levying of Liquidated Damages in terms of Clause 5.6.3 below.

5.6.3 While granting extension of delivery period as per clause 15, the liquidated damages shall be levied as follows:

- a. (i) For delivery of stores: Should the SI fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the MTNL, without prejudice to other remedies available to the MTNL shall be entitled to recover Liquidated Damages, for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another TEN weeks of delay.
- (ii) Installation & Commissioning: Should the SI fail to install and commissioning the project with the stipulated time the MTNL shall be entitled to recover Liquidated Damages, 0.5% of the value of the purchase order for each week of delay or part thereof or a period upto 10(TEN) weeks and thereafter @0.7% of the value of the purchase order for each week of delay or part thereof or another 10(TEN) weeks of delay. In cases where the delay affects installation/commissioning of only a part of the project and part of the equipment is already in commercial use, then in such cases, LD shall be levied on the affected part of the project.
- (iii) Provisions contained in clause 5.6.3 (a) (i) shall not be applicable for durations (periods) which attract L.D. against clause 5.6.3 (a) (ii) above.
- (b) DP extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on case to case basis, by the Executive Director, or any other officer, looking after the work of Executive Director/CGM concerned, in case of tenders floated by Units and by the CMD in case of tenders floated by Corporate Office, stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.
- (c) In the case of package supply/ turnkey projects when the delayed portion of the supply materially hampers installation and commissioning of the systems, LD charges shall be levied as above on the total value of the concerned package of the Purchase Order.
- (d) Quantum of liquidated damages assessed and levied by the MTNL and decision of the MTNL thereon shall be final and binding on the SI, further the same shall not be challenged by the SI either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration.
- (e) The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) i.e. LD shall be levied up to 20 weeks only as per provision at Para (a).

- (f) The Liquidated Damages shall be calculated on the all inclusive Price CIF-destination inclusive of Freight, Forwarding Packing, insurance, any other incidental charges and other non-creditable taxes after discount, if any but excluding GST and other creditable taxes
- (g) If the deliveries are made after expiry of the contracted delivery period, without prior concurrence of the MTNL and accepted by the consignee, such delivery will not deprive the MTNL of its right to recover liquidated damages under clause 16.2 above.
- 5.6.4 In cases where the scheduled delivery period is distributed month-wise or is in installments, the liquidated damages shall be imposed for delay in each scheduled month/ installment. Liquidated damages shall be calculated separately for quantities to be supplied in every month/ installment and the corresponding delay. If the SI supplies full quantity before the expiry of the scheduled delivery period of the last month/ installment but there is delay in month-wise/ installment-wise supply, then also liquidated damages shall be levied on the supplies against the earlier months/ installments that have been delayed. Twenty (20) weeks for the purpose of additional BG and grant of DP extension shall be counted from the last month/ installment.
- 5.6.5 Notwithstanding anything contained in this Agreement or any other agreement between the parties, the MTNL may, without prejudice to its right to effect recovery by any other method, deduct the amount of Liquidated Damages from any money belonging to the SI in its hand in relation to this or any other contract between the parties (which includes MTNL's right to claim such amount against invoices raised by the SI or Bank Guarantees submitted by the SI under this Contract or any other contract) or which may become due to the SI. Any such recovery of Liquidated Damages shall not in any way relieve the SI from any of its obligations to complete the Works or from any other obligation and liabilities under the Contract.
- 5.6.6 To facilitate recovery of Liquidated Damages from the invoices raised by the SI, the Credit Note shall be issued by the SI, failing which the MTNL shall adjust the amount to be recovered from the pending payments by issuing an invoice/debit note for the corresponding amount, at the risk and cost to the SI including applicable GST, interest and penalty, if any.
- 5.6.7 If any MTNL's customer 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.
- 5.6.8 Non-adherence to SLA, which MTNL has committed to customer: MTNL may also deduct the amount at actual which MTNL 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, MTNL could not meet the SLA/PO conditions.

- 5.6.9 Whenever a new project is to be taken MTNL may float limited enquiry among empanelled system integrators .If the System Integrator submits the quote and if the work is awarded to the System Integrator, S.I has to sign separate agreement with additional PBG as specified in the limited enquiry. If the S.I fails to execute such an agreement and/or fails to submit additional PBG as specified, MTNL may terminate the agreement and forfeit the present PBG submitted along with this agreement. Also of the S.I does not submit any quotation for such limited enquiry for three consecutive limited enquiries addressed to them, without any sufficient reason, the agreement is liable to be terminated and the PBG may be en-cashed by MTNL.
- 5.6.10 Without prejudice to its rights and any other remedy, MTNL may en-cash PBG in case of any breach of terms and conditions of the agreement or in case of business loss suffered by MTNL due to failure of service on the part of SI.

5.7 Payment Terms

- 5.7.1 Normally, MTNL shall not make any financial investments in the projects acquired through System Integrators. MTNL will act as a payment collection agent for the services to the customer and the revenue share of SI services will be passed on to the SI after deduction of license fees, taxes and government levies etc and only the MTNL portion will be considered as MTNL revenue. The customer will make all payment including cost of MTNL voice/data services and Customer's end network equipments/Customer Premises Equipments (CPE) its installation, configuration, integration, maintenance and support etc. to MTNL (either in lump sum or in installment as the case may be). Back to back payment arrangement will be there from MTNL to SI for supply of network equipments /Customer Premises Equipments (CPE) etc and its installation, configuration, integration, maintenance and support.
- 5.7.2 The Payments to the SI's will be on back to back basis. Once payment is received from the Customer, it will be sufficient condition for release of payment to the SI. However this will not include any advance payment made by the customer to MTNL.
- 5.7.3 In case of advance money received by MTNL, the 90% of the advance equivalent same can be released to the SI only against the requisite bank guarantee (BG) for equivalent amount. Subsequently, advance amount will be adjusted in running bills of the SI.

- 5.7.4 At any time of reconciliation, MTNL reserves the right to adjust any amount due to MTNL and payable by SI to MTNL from the any payments due from MTNL and the Performance Bank guarantee to MTNL.
- 5.7.5 For each project as per the customers requirement, MTNL will issue a PO for non-MTNL portion to SI containing details of products/services along with approved price, terms and conditions of the same.
- 5.7.6 In case of MTNL participate in any government or PSU tender/competitive bidding process with SI as a consortium partner or as a back end partner basis, then in both cases all the payments from customer will be received by MTNL and released to the concern SI on back to back basis arrangement after deduction of applicable taxes and MTNL's margin mutually decided in a separate agreement in this regard. Accordingly, in such scenario, the whole contract will be on back to back basis, further, any change in terms and condition by the customer shall be binding on the SI on back to back basis. Customer's tender payment terms and conditions will prevail for release of payments to the SI also.
- 5.7.7 Penalty if any, due to any deficiency on the part of SI is imposed by the customer, the same shall be adjusted from the payment of the SI.

5.8 CONFIDENTIALITY OF INFORMATION & INTELLECTUAL PROPERTY:

- 5.8.1 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 MTNL and its subscribers from whom it has acquired such information by virtue of the Service provided and shall use its best endeavors to secure that:
- 5.8.2 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.
- 5.8.3 The System Integrator shall, prior to commencement of this agreement, confirm in writing to MTNL that The System Integrator has taken all necessary steps to ensure that it and its employees shall observe confidentiality of customer information.
- 5.8.4 This clause shall survive the termination or expiry of this Agreement.
- 4.8.8 **Intellectual Property:** The intellectual property rights of the solution offered to and implemented by MTNL shall be with the MTNL. 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 MTNL or provided to the System Integrator by MTNL shall be the exclusive property of MTNL and shall be kept confidential.

5.8.5 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 MTNL in the performance of the Agreement.

5.8.6 The SI 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 MTNL shall remain the property of MTNL except with the written consent.

5.8.7 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 MTNL and shall be returned upon completion of contract.

5.8.9 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.

5.9 Indemnification

5.9.1 The System Integrator agrees to protect, defend, indemnify and hold harmless MTNL 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;

5.9.2 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 MTNL in this regard.

- 5.9.3 The empanelment of SIs by and large is related to work contract instead of Labour contract. SI is fully responsible to follow all the rules and regulations regarding Labour contract for their employee or personnel. For fulfillment of the said contractual work awarded by MTNL under the scope of services agreed between MTNL and SI, the employees and personnel of the SI continued to be personnel/employee of the SI and worked as an independent entity and do not constitute any employment from MTNL.
- 5.9.4 The MTNL shall have no liability or obligation for any State or Local Govt. Levies / Taxes for providing services by SI under this Agreement.
- 5.9.5 The SI shall indemnify the MTNL against all third-party claims of infringement of patent, trademark or industrial design rights etc arising from use of the hardware, software and/or Services or any part thereof in network of the customer.
- 5.9.5 This clause shall survive the termination or expiry of this Agreement.
- 5.10 **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.
- 5.11. **Near relative Condition:** The Company or firm or any other person is not permitted to tender for works in MTNL Unit in which his near relative(s) is (are) working. The firm/company should give a certificate that none of his /her near relative is working in MTNL Delhi or Mumbai. In case of partnership firm certificate should be given by all the partners, and in case of limited company by all the Directors of the company excluding Government of India/Financial Institution nominees and independent non official part time directors appointed by Government of India or Governor of the State. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security

deposit will be forfeited at any stage when it is so noticed. MTNL will not pay any damage to the company or firm or the concerned person. The company or the firm or the concerned person will also be debarred for further participation in tender/work in Delhi or Mumbai. The near relatives for the purpose are defined as:-

- i. Members of a Hindu Undivided family
- ii. They are husband and wife
- iii. The one is related to other in the manner as father, mother, son(s) & son's wife(daughter-in-law), Daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).

5.12. Provisioning of Service

- 5.12.1 MTNL and SI will jointly address the network requirements of the customer along with any other services required by the customer.
- 5.12.2 For providing last mile connectivity to the customer, SIs will coordinate and pursue with concerned MTNL authorities as well as other agencies / Departments (Like regional offices of MTNL) to enable the same and complete the project in time.
- 5.12.3 SI will also conduct technical seminar for MTNL Officers to make them conversant about their product capabilities vis-à-vis customer requirement.
- 5.12.4 SIs will also provide relevant equipment free of cost for demonstrating the capability of solution, if the same is required by the customer. If any MTNL resource is required, then the same will be provided free of cost, at the discretion of MTNL.
- 5.12.5 SIs may conduct CIC (Commercially Important Customer) meet and other promotional events for generating business /creating awareness about MTNL products and services along with their products in consultation with MTNL.
- 5.12.6 Whenever any SI's proposes to supply equipments from any new vendor then the System Integrator should provide letters of support from that OEM (Original equipment manufacturer)/ SI having direct teaming agreement with OEM stating that their products / solution as proposed by SI will be supported for at least next three years, extendable as per requirement of the customer.
- 5.12.7 Empanelled SI can be engaged by the MTL (100% subsidiary of MTNL) for providing services/ solutions to its customers.
- 5.12.8 SI will use their own marketing distribution channel network.
- 5.12.9 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.

5.12.10 The Commissioning of customized project will be the responsibility of SI. The hardware and services required for Commissioning of customized project must be made available as per schedule given in PO. Normally the Commissioning of the project will be within six weeks from the date of Advance Purchase Order or as per customer requirements.

5.3 Maintenance support & Warranty

5.13.1 For the customers serviced through SI, the SI shall provide to MTNL 24 hrs, 7 days a week helpdesk (Call center). The booking of complaint to SI can be made by customer, MTNL NOC/Call Center/Node or SI helpdesk directly. 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.

5.13.2 SI shall supply spares directly or through back end tie up with the Original equipment manufacturer to address any equipment related problem within 12 hours in the same city and within 48 hours for outstation site.

5.13.3 SI will depute appropriate resources to monitor and manage the progress of the project.

5.13.4 SI should give onsite warranty of twelve months from the date of Commissioning. Warranty cost will be included in the cost of equipment. For any unforeseen delays not due to customer / MTNL 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, their network on LAN / WAN etc. for minimum additional two years extendable to six years beyond the warranty. Annual AMC charges should be quoted separately.

5.13.5 SI shall provide maintenance and support services to MTNL in respect of the Equipment for new customer sales.

5.13.6 SI shall carry out quarterly preventive visit to each site or as and when desired by end customer, if the equipments are under warranty or AMC with the SI.

5.13.7 Any sum of money due and payable to the SI (including security deposit refundable to him) under this contract may be appropriated by MTNL or any other person(s) contracting through MTNL and set off the same under intimation to the SI against any claim of MTNL or such other person or person(s) for payment of a sum of money arising out of this contract or under other contract made by the SI with the MTNL or such other person(s) contracting through MTNL."

5.13.8 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.

- 5.13.9 MTNL 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 such as
- a. Single window interface for all its requirements for provisioning, operation and after sales services.
 - b. Fast provisioning of the services.
 - c. Reliable quality services during operations.
 - d. In case of fault, attending the same within reasonable period of time and with desired promptness.
 - e. For providing improved SLA to customers.

5.14 Tariff of MTNL services:

- 5.14.1 **MTNL** shall solely at its discretion promote the High End Services under this Agreement. The expenses for the promotion campaign and the extent and scope of such media advertisements etc. shall be at the sole discretion of the MTNL and the SYSTEM INTEGRATOR shall not have any role assigned in that.
- 5.14.2 The charges and other tariff charges by the MTNL for the Services are the sole prerogative of the MTNL and the SYSTEM INTEGRATOR shall not represent to subscribers any charges other than those as prescribed by the MTNL for subscription to the Services.
- 5.14.3 In case 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.
- 5.14.4 In case of MTNL 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 POLICY DOCUMENT. Customer's conditions will have to be satisfied on back to back basis. The decision of MTNL will be final and binding.

6 How to apply for empanelment:

- 6.1 The interested firm/company for their empanelment as SIs in MTNL can download the policy document from MTNL [website.....](#). Firm/company may check their eligibility as per the eligible criteria mentioned in the policy document under clause 3 of section I. If required, firm/company may take clarification from the nodal officer of MTNL.
- 1.2 The eligible firm/company interested to become 'Empanelment as System Integrators in MTNL' may submit the proposal in duplicate (two copies) in sealed envelope along with eligibility document as specified in the Annexure-D of this Policy Document under "Application for Empanelment of SYSTEM INTEGRATORS (SIs)" to the concern Nodal Officer in the unit of Executive Director MTNL Delhi / Mumbai:

S. No.	To be Empanelled as System Integrators in MTNL for area	Concern Nodal Officer
1.	For Delhi Only.	Sri (Officer Nominated by ED Delhi) DGM (EB) MTNL Delhi O/O GM(EB) MTNL Delhi Room No.Eastern Court Janpath New Delhi – 110001 Email..... Mob: Phone No: 011-2332.....
2.	For Delhi and all India.	
3.	For Mumbai Only.	Sri (Officer Nominated by ED Mumbai) DGM(EBG2), MTNL Mumbai O/o GM(EB), 5 th Floor, West Wing, Telephone House, Prabhadevi, Dadar (West), Mumbai-400 028 Email: Mobile: Phone No: 022-.....
4.	For Mumbai and all India.	

- 1.3 The application/proposal to be submitted by the firm/companies should contain the following documents.
- (i) **Filled Application in the prescribed Performa in Annexure D of Section II of the policy document along with specified documents.**
 - (ii) **Application fee in the form of DD amount of Rs 2100+ GST, in favor of MTNL Delhi payable at Delhi for empanelment in MTNL Delhi Unit or in favor of MTNL Mumbai payable at Mumbai for empanelment in MTNL Mumbai Unit.**

- (iii) **EMBG amount of RS 2 Lakhs (Two Lakhs) as bid security** in the form of a Bank Guarantee (as per the format in Annexure A) to be issued by a scheduled bank in favor of MTNL Delhi/MTNL Mumbai valid for a period of 1 year from the date of applied for empanelment. **Instead of bid security, firm/companies may also submit a Demand Draft from any nationalized Bank amount of Rs 2 Lakhs in favor of MTNL Delhi payable at Delhi for empanelment in MTNL Delhi Unit or in favor of MTNL Mumbai payable at Mumbai for empanelment in MTNL Mumbai Unit**
- (iv) **A copy of the POLICY DOCUMENT signed, in the bottom of all pages as a token of acceptance of all terms and conditions.**

- 1.4 Envelope submitted by the applicant/Entity should be super scribed “Application for empanelment of system Integrators (SIs) in MTNL”. The proposal/applications received during the every calendar month period will be scrutinize and evaluate based on the eligibility criteria of the POLICY DOCUMENT. Subsequently, Nodal officer of MTNL shall invite the prospective applicant/entity to submit performance bank guarantee of requisite amount as per specified format as given in the POLICY DOCUMENT document and sign a non exclusive agreement as per format specified in POLICY DOCUMENT document. After submitting the proposal to Nodal Officer of MTNL, the empanelment process is expected to be completed within a month time. The proposal received during a month time to the nodal officers will be reviewed and finalized in the coming next month.
- 1.5 At the time of the agreement, a certified true copy of Board Resolution needs to be enclosed with the agreement, wherein the official has been authorized to sign the agreement on behalf of the company.
- 1.6 The SI needs to enter into one non-exclusive agreement with the field unit (i.e. MTNL Delhi or MTNL Mumbai) for Area specified for empanelment. However if any SI opts to work both in Delhi as well as Mumbai, then they will have to enter into separate agreement with both Units. This Agreement will be an arrangement with SI for Five (5) years period on non-exclusive basis from the date of signing the Agreement, which can be further extended on mutual agreement basis.
- 1.7 The application fee **amount of Rs 2100+ GST** for the empanelment is neither transferable nor refundable. The details of the application fee should be clearly mentioned in the application form. However the bid security **amount of RS 2 Lakhs (Two Lakhs)** returned to the firm/companies as follows:
- a) The Bid Security of the unsuccessful firm/companies will be discharged/ returned as promptly as possible.

- b) The successful firm/companies bid security will be discharged upon the firm/companies acceptance of the offer for signing the contract furnishing the Performance bank guarantee. The bid security of successful firm/companies may be forfeited :
 - i) if a firm/company wants to withdraw his proposal for empanelment.
 - ii) in the case of successful firm/company, if the firm/company fails to sign the agreement for empanelment with MTNL or to furnish performance security (PBG).
- 1.8 All costs & expenses associated with submission of application shall be borne by the firm/company submitting the application and MTNL 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.
- 1.9 SI shall be responsible for all compliance relating to GST.
- 1.10 Firm/companies note that MTNL reserves 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 MTNL without any obligation or liability whatsoever.
- 1.11 MTNL reserve the right to decide the number of empanelment SIs, stopping the empanelling process and reject all POLICY DOCUMENTs at any time prior to the award of the empanelment without assigning any reason(s) whatever and without thereby incurring any liability towards the affected participant(s) on this ground.

Section II

Annexure-A

To

CMD MTNL,
MTNL Corporate office,
Mahanagar Doorsanchar Sadan
9, CGO Complex, Lodhi Road,
New Delhi-110003.

Dear Sirs,

In accordance with your Policy Document for SIs empanelment vides No..... dated M/s..... having its registered office at (hereinafter called the 'Applicant') Intend to be empanelled as System Integrators in MTNL under the terms and conditions of the above said Policy Document.

As an irrevocable Bank Guarantee against Bid Guarantee for an amount of Rs 2 (Two) lakhs valid upto..... is required to be submitted by the(firm/company name) as a condition preset for empanelment as SI in MTNL as per terms and condition of the above said Policy document, which amount is liable to be forfeited on the happening of any contingencies mentioned in the Policy document.

We, theBank at having our head office at guarantee and undertake to pay immediately on demand by MTNL 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 Applicant.

This guarantee shall be irrevocable and shall remain valid upto (upto 365 days). If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. on whose behalf guarantee is issued.

In witness whereof the Bank, through its authorized officer has set it's stamped on this Day of2013 at

Designation.....
Bank's Common Seal.....
Attorney as per power of Attorney
No.....

Witness
Signature.....

Name

Annexure- B
PROFORMA FOR PERFORMANCE BANK GUARANTEE

To

CMD MTNL,
MTNL Corporate office,
Mahanagar Doorsanchar Sadan
9, CGO Complex, Lodhi Road,
New Delhi-110003.

In consideration of the MTNL having agreed to sign an agreement with M/sregistered office address..... (hereinafter called 'System Integrator') for empanelment as System Integrators as System Integrators in MTNL to supply, configure and maintain the Customer's End Equipments, their network on LAN / WAN etc. offered by MTNL (hereinafter called 'the Service') to MTNL subscribers as per the terms and condition contained in the policy document No, 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 agreement to be signed with MTNL. We ----- (indicate the name and address and other particulars of the Bank) (hereinafter referred to as 'the Bank') at the request of System Integrator hereby irrevocably and unconditionally guarantee to MTNL 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 MTNL.

2. We, the Bank, hereby undertake to pay MTNL an amount not exceeding Rs.....(Rupeesonly) against any loss or damage caused to or suffered or would be caused to or suffered 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..... (RupeesOnly) to the MTNL 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 MTNL stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the MTNL 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 MTNL 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 MTNL 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 MTNL and by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till MTNL 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 MTNL 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 MTNL 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 MTNL or any indulgence by the MTNL 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 MTNL 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 MTNL 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 Year 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

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 Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for Data Services for MTNL customers.

This agreement is signed onthe day by and between **MAHANAGAR TELEPHONE NIGAM LIMITED**, a company registered under the Companies Act 1956 having its Registered office and Corporate office at Mahanagar Doorsanchar Sadan, 9, CGO Complex, New Delhi-110003 acting through the(Office address of the Nodal Officer) (hereinafter called **MTNL** 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 officeacting 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. MTNL is a telecom service provider licensed to provide various kinds of Telecom services within DELHI and MUMBAI.
2. The MTNL is desirous of appointing System Integrator (hereinafter referred as SI) for Supply, Configuration and Maintenance of Networking elements, Customer End Equipments etc for integration work & AMC thereof on turnkey basis for data services or any customized solution offered by MTN on business model with SLA and Terms and Conditions desired by customers.
3. The System Integrator has requested to sign an agreement for Supply, Configuration and Maintenance of Networking elements, Customer End Equipments etc for integration

work & AMC thereof on turnkey basis for data services or any customized solution offered by MTN on business model with SLA and Terms and Conditions desired by customers whereupon and in pursuance to the said request, MTNL has agreed to sign this Agreement with the System Integrators for Supply, Configuration and Maintenance of Networking elements, Customer End Equipments etc for integration work & AMC thereof on turnkey basis for data services or any customized solution offered by MTNL on business model with SLA and Terms and Conditions desired by customers.

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 policy document terms and condition issued vide No:(MTNL Policy document No), which are part and parcel of this agreement, MTNL and the M/Sagree to sign agreement for Supply, Configuration and Maintenance of Networking elements, Customer End Equipments etc for integration work & AMC thereof on turnkey basis for data services or any customized solution offered by MTN on business model with SLA and Terms and Conditions desired by 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 policy document.
 1. M/sand MTNL 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.
 2. The laws of land as promulgated/modified/amended or replaced from time to time shall govern this Agreement. MTNL reserves the right to appoint more than one System Integrator in Delhi and Mumbai.
 3. 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.
 4. The Agreement is a confidential document. M/sand MTNL shall not divulge any part of this Agreement either through oral or written communication or through any other mode to any third party.

5. The System Integrators has submitted a Performance bank Guarantee (PBG) No.....amount 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 five and half years 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 MTNL 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, MTNL shall en-cash / forfeit the said Performance bank Guarantee.
6. MTNL 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.
7. All terms and condition as mentioned in Policy document for vide number is valid and are to be complied.
8. The System Integrator shall, under the contract, complete the assignment within the stipulated time frame. In case the System Integrator is not able to complete the assignment as per time line due to reasons other than those specified in the para 4.5 i.e. Force Majeure clause, then MTNL may also levy a penalty as mentioned under penalty clause. This amount shall be deducted from the amount payable to the SI by MTNL. In case the SI is not able to complete the assignment on time, MTNL also reserves the right to withhold the payment i.e. amount payable to it, unless the delay is condoned by MTNL for good and sufficient cause.
9. In case of any default on the part of the SI in completion of the work within the time schedule agreed to between the parties as herein above, MTNL shall be at liberty to get the work completed from any other SI at the risk and cost of the SI.
10. The SI shall not disclose to any unauthorized person any document, information and/or data that may be supplied to him/it by the MTNL, or by any other organization, under the directions of the MTNL, or any information that may have come to him/its knowledge directly or indirectly by virtue of the assignment. All such documents, data

or information shall be the property of the MTNL. Similarly, all DPR reports, data, survey results, etc, to be submitted by the SI under this agreement shall be the exclusive property of the MTNL and the SI shall not disclose the contents of such DPR reports, data, survey results, etc, to any third party without the consent of the MTNL. This condition shall survive any foreclosure, termination or cancellation of this agreement.

11. The SI undertakes that this assignment shall not be in conflict with prior or current obligations of the SI to other clients nor shall it place him/it in a position of not being able to carry out the assignments objectively and impartially.
12. The SI shall not assign this agreement or sub-contract any portion of it without the prior written consent of MTNL.
13. The SI shall indemnify and hold harmless MTNL against any and all claims, demands or judgment of any nature brought against MTNL arising out of the services provided by the SI under this agreement. MTNL shall be entitled to deduct the monetary loss, if any, suffered by it from the amount payable to the SI or in case no such amount is payable, to get the same reimbursed from the SI. MTNL may also at its discretion terminate the agreement in such circumstances and encash the Performance Bank Guarantee to compensate the monetary loss suffered by it, without prejudice to the obligation of the SI under this paragraph which shall survive the termination of this agreement.
14. The SI undertakes to carry out the assignment in accordance with the high standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that its staff assigned to perform services under this agreement shall conduct themselves in a manner consistent herewith.
15. The SI shall be responsible for taking appropriate insurance coverage in respect of all matters relating to the services to be provided under this agreement, including general liability insurance so as to indemnify MTNL from any loss arising out of or in connection with services provided under this agreement.
16. This agreement, its meaning and interpretation and relations between the parties shall be governed by the laws of India as may be applicable.
17. In the event of any dispute arising between MTNL and the SI in any matter covered under this Agreement or arising directly or indirectly there from or connect or

concerned with the said agreement in any manner of its implementation of any terms and conditions of the said agreement, the matter shall be referred to the ED, MTNL Delhi/Mumbai who may himself act as sole arbitrator or may nominate an officer of MTNL as sole arbitrator, notwithstanding the fact that such officer has been directly or indirectly associated with this agreement. The SI will not be entitled to raise any objection for the appointment of such officer of MTNL as the sole arbitrator. The award of the arbitrator shall be final and binding on both the parties to the agreement subject to provisions of Arbitration and Conciliation Act, 1996 and rules made there under. The parties expressly agree that the arbitration proceedings shall be held at New Delhi (For Empanelment in Delhi Unit)/Mumbai (For Empanelment in Mumbai Unit). The language of arbitration shall be in English/Hindi only.

18. The payment to the SI shall be made by MTNL after the deduction of tax at source in accordance with law for the time being in force in India.

19. MTNL reserves right to foreclose, terminate or cancel the empanelment of the SI without assigning any reasons. In such an event, the SI shall not be entitled to claim damages from MTNL.

20. All notices, communications and other correspondence required or permitted by this agreement shall be in writing and shall be sent by (a) Facsimile, with confirmation copy sent by registered post, (b) by personal delivery with acknowledgement of receipt or (c) by registered mail, return receipt requested and postage prepaid, to the following address:

If to MTNL, at its Nodal office address:

Deputy General Manager (EB & Mktg),

O/o GM(EB, & Mktg),

.....

MTNL Delhi/Mumbai,

PIN -.....

Telephone:

Fax:.....

Email:.....

If to System Integrator, at its registered office.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorized representatives on theday of 2013.

Signed for and on behalf of MTNL by
(Name of Nodal Officer with address).

Signed on behalf of M/s ,by
Shri , the authorized signatory and holder of General
Power of Attorney dated executed in accordance with the Resolution dated passed by the
Board of Directors of the company.

In the presence of Witnesses:

Signature
Name
Occupation
Address

Signature
Name
Occupation
Address

Annexure D

APPLICATION FOR EMPANELMENT OF SYSTEM INTEGRATORS (SI)

Supply, Configuration and Maintenance of Networking elements, Customer End Equipments etc for integration work & AMC thereof on turnkey basis for data services or any customized solution offered by MTNL on business model with SLA and Terms and Conditions desired by customers.

S. No.	PART A	GENERAL INFORMATION
1.	Name the company	
2.	Type of Incorporation (Public Limited, Private Ltd, Partnership, Proprietary)	
3.	To be empanelled for area of operation: a) Delhi Only b) Delhi and All India c) Mumbai Only d) Mumbai and All India	
4.	To be empanelled for Category: 1. Category I : (Entitled to execute the work upto Rs. 1 Crore) 2. Category II : (Entitled to execute the work upto Rs. 2.5 Crore) 3. Category III : (Entitled to execute the work upto Rs. 5 Crore) 4. Category IV : (Entitled to execute the work upto Rs. 12.5 Crore and above)	
4	Year Incorporated	
5	Address for communication	
6	Contact Person	
7	Name	
8	Designation	
9	Phone No.	
10	FAX NO.	
11	Mobile No.	
12	Email address	
PART B1: Details of Application Fee		
1	Amount of Draft	Rs 2100/- + GST
2	Issue Date	
3	D.D. No.	
4	Name of the bank	
5	Branch	

PART B2: Details of EMBG		
1	Amount	Rs 2 Lakhs
2	Issue Date	
3	EMBG No/DD No if any	
4	Name of the bank	
5	Branch	

PART C: APPLICATION DETAILS

Sl.No	Required Information	Filled in Details	Documents to be attached in Annexure
1	Name and address of the Person Signing the document.		a) Power of Attorney attested by Notary b) Copy of the board Resolution certified by the Company secretary for appointing the Power of Attorney. Attach as Annexure 1
2	Whether the company is a Public Limited or a Private Limited Company or a partnership company, Proprietary firms registered in India.		a) Certificate of Incorporation b) Memorandum of Article and Article of Associations
3	Name of the Directors with DIN Numbers		c) Partnership deed d) Latest Annual report e) Proof of Listing
4	Area of Business: IT/Networking company/ Telecommunication company		Attach as Annexure 2
5	Whether the Network/System Integrator is a direct owner of technology or have a direct teaming agreement with each of technology companies that form the core building block for WAN or related project implementation.	Attach details as per Format A	(a) Letters from OEM (Original Equipment Manufacturer) stating that they will support the product/solution through the System Integrator for the next five years. (b) If the SI is a manufacturer of the product then Registration

			certificate from State Director of Industries or from Secretariat for Industrial approval from Ministry of Industries Government Of India. Attach as Annexure 3 along with Format A.
6	Annual Turnover (for IT/networking/Telecommunication business) for last two years	2015-16 :Rs 2016-17:Rs	ITR and Balance Sheet/ Profit and Loss Account for the last two financial Years (Attach as Annexure 5)
7	Experience of WAN implementation on turnkey basis	Attach details as per Format B	a)P O copies b)Satisfactory Completion Certificate from the end Customer Attach as Annexure 6 along with Format B
8	Number of Support Centers		Addresses of the Support Centers with Fixed Line Contact No. Attach as Annexure 6 along with Format C
9	(a) GST Registration		Copy of the GST registration Attach as Annexure 7 Bidder has to submit a valid Goods and Services Tax Identification Number (GSTIN). If bidder has opted Composition Scheme under GST, it should be clearly mentioned by bidder in bid document. In case the bidder intend to supply goods and services from multiple state locations then Goods and Services Tax Identification

			Number (GSTIN) of all the states where from the supplies are planned to be made should be provided.
10	Income TAX PAN No.		Copy of PAN Attach as Annexure 8
11	Near relative Certificate		Near relative certificate as per Format D Attach as Annexure 9 along with Format D
12	Acceptance of all terms and conditions in the policy document		A copy of the policy document signed, in the bottom of all pages as a token of acceptance of all terms and conditions. Attach as Annexure 10
13	The bidder should not be black-listed / Holiday Period by any central/State Govt. ministry or PSU or department or GST or any indirect Tax Authorities.		Affidavit on Stamp paper Attach as Annexure 11`

Signature:

Name:

Designation:

(All documents should be signed and stamped by the authorized signatory of the company in each page of the document submitted)

FORMAT A:

FORMAT FOR OEM DETAILS

S.No.	Name of the OEM	Products Supplied	HQ of the OEM	No. of Years of Support available from April 2014	Whether Authorization from OEM attached

FORMAT B

Experience of WAN implementation on turnkey basis

Sl.No	Information required	Details
1	Name of the firm/company	
2	Name of the Project	
3	P.O Date	
4	Commissioning Date	
5	Role of the firm/company	
6	Number of Geographically separated WAN Nodes	
7	Value of the Project	
8	Contact details of the Customer	
9	Brief Description of the Project & Scope of work (Implementation , Operation and Maintenance)	
10	Testimonial Attached on Satisfactory Completion of the Project	

FORMAT C

Number of Support Centers

Sl No	Name of the City	Postal address	Fixed Telephone Number	Name of the Contact Person

Format D

Near Relative Certificate

I.....S/o.....R/o.....
.....hereby certifies that none of my relative(s) is /are employed in MTNL , as per details given in the policy document. In case at any stage, it is found that the information given by me is false /incorrect, MTNL shall have the absolute right to take any action as deemed fit/ without any prior intimation to me.

Dated this.....day of.....

Signature:.....

(Name in BLOCK letters of the Signatory)

.....

In the capacity of.....

Note:-In case of proprietorship firm certificate should be given by the Proprietor, for partnership firm certificate should be given by all the partners and in case of limited company by all the Directors of the company.