

EXPRESSION OF INTEREST

**BHARAT SANCHAR NIGAM LTD.
(A Govt. of India Enterprise)**

Bharat Sanchar Nigam Ltd. invites Expression of Interest for empanelment of CLIP Vendors manufacturing the Two-way speaker CLIP instruments and selling the same directly to the customers.

Notice No. : 381-1/2017-18/TPS (XP)

Date of issue: 16-07-2018

Interested companies/firms shall express the interest in prescribed application form/ format & same be sent to the appropriate BSNL authority as mentioned below:

Pan India Level

**NWP – CFA Cell , O/o PGM (NWP-CFA)
Room No. 513, 5th Floor, Bharat Sanchar Bhawan,
H. C. Mathur Lane, Janpath, New Delhi-110001**

The EOI can be downloaded from BSNL's Website www.bsnl.co.in.

Instructions for Companies

1.0 Introduction

Bharat Sanchar Nigam Limited (BSNL), a Public Sector Undertaking of Government of India, is the largest Telecom Service Provider in India having countrywide presence with over 120 million customers. It is also the largest ISP and presently offering Broadband Service on wireline, optical fiber & wireless to its customers. The network of BSNL is currently operating across the nation except in Delhi and Mumbai.

2.0 Purpose of the EOI

BSNL intends to provide one more alternative of buying the Two-way speaker CLIP instrument directly from the Vendors as empaneled by BSNL.

Area of service: -

The interested company/firm shall apply on Pan India level. Accordingly, the application should be sent at the address as mentioned below. The agreement will be signed at Pan India level with BSNL.

Pan India Level
NWP – CFA Cell , O/o PGM (NWP-CFA) Room No. 513, 5th Floor, Bharat Sanchar Bhawan, H. C. Mathur Lane, Janpath, New Delhi-110001

3.0 Eligibility Criteria

- 3.1 The CLIP Vendor shall be a company registered under Indian Companies Act 1956/2013 or as amended from time to time.
- 3.2 The eligible CLIP Vendors shall be manufacturer or CLIP Vendor/Supplier of the Two-way speaker CLIP instruments in India and have obtained clearance from RBI, wherever applicable.
- 3.3 The CLIP Vendors shall submit valid TAC/TSEC issued by QA/Inspection Circle BSNL/TEC for the Two-way speaker CLIP instrument against the specifications mentioned in clause 6.0 of the EOI.
- 3.4 CLIP Vendors / suppliers shall submit undertaking / authorization from authorized signatory of OEM of Two-way speaker CLIP instruments (with contact details like Name, Telephone No., Fax No., E-mail ID, etc. of the authorized signatory) along with valid TAC/TSEC issued by QA/Inspection Circle BSNL/TEC for the Two-way speaker CLIP instrument, against the specifications mentioned in clause 6.0 of the EOI.
- 3.5 Valid PAN No of the company/Vendor.
- 3.6 Valid Goods and Services Tax Registration Certificate No(s).

- 3.7 A self-declaration along with the evidence that the bidder is not black listed by GST authorities.
- 3.8 In case the CLIP Vendor gets black-listed during the tenure of BSNL contract, then no loss of Input Tax credit shall be borne by BSNL due to default of supplier and the Vendor shall indemnify BSNL against such loss of ITC, if any.
- 3.9 In case of multiple GST numbers, all the numbers should be provided as separate Annexure duly stamped & signed by the authorized signatory of the Vendor.

4.0 Instructions to Applicants for EOI

One EOI shall be submitted by the applicant fulfilling the eligibility criteria in format as specified in **Annexure-I** along with the documents (**Annexure-V**).

5.0 Company shall submit all below mentioned documents along with the application form:

- 5.1** Certificate of Incorporation / Registration of the company.
- 5.2** A printed copy of the latest Annual Report of Company/firm with whom the Agreement is contemplated to be entered into/to be signed, in case the printed copy is not available, Xerox copy of the same duly certified by the Company Secretary/Director/Managing Director/Partner of such Company/Firm or any authorized signatory of such Company/Firm.
- 5.3** Updated Copy of the Memorandum of Association and Articles of Association of the Company / Vendor.
- 5.4** List of all the Directors name(s) along with their Director Identification Number [DIN] and address(es) along with contact telephone numbers of office and residence.
- 5.5** Certified true copy of the Board's/Management's Resolution authorizing the official of Company / Firm(s) to sign Agreement on their behalf by the Company(s) / Firm(s) to sign Agreement.
- 5.6** Specimen signature(s) of authorized official duly attested by Company's /Firm's Banker.
- 5.7** Corporate Identity Number [CIN] of the Company / Firm.
- 5.8** Company's PAN and Goods and Services Tax Registration Certificate No (s).
- 5.9** Distribution details and List of names of contact person along with address & telephone / FAX No, who may be contacted by BSNL staff as well as by customers for purchase of BSNL approved Two-way speaker CLIP instruments (Attached as Annexure-III).
- 5.10** Duly signed list of authorized dealer/ distributors of the company through which the BSNL customer can buy Two-way speaker CLIP instruments directly.
- 5.11** The CLIP Vendor shall submit the undertaking and also provide the warranty of Two-way speaker CLIP instrument to the BSNL customer for the period of one year after sale and shall be new and free from any defects and faults.

5.12 Duly signed list of contact no. of service centers where BSNL customers can approach for any faults/ defects observed during warranty period and thereafter.

5.13 In case CLIP Vendor is not OEM of Two-way speaker CLIP instruments, in that case undertaking/ authorization is required from authorized signatory (with contact details like Name, Telephone No., Fax No., E-mail ID, etc. of the authorized signatory) of OEM of Two-way speaker CLIP instrument for signing this empanelment agreement.

5.14 Certificates from all Directors of the CLIP Vendor stating that none of their near relatives are working in BSNL (Performa attached as Annexure-IV)

6.0 Technical Specifications of Two-way speaker CLIP instruments

S. No.	Item Description	Technical Spec. No.
1.	Two-way speaker CLIP instrument	The Technical specifications shall be as per TEC GR No. TEC/GR/CP/TEL-002/06/September-17 (excluding the features mentioned in Table-I below).

Note: The copy of the above said technical specifications vide TEC GR No. TEC/GR/CP/TEL-002/06/September-17 with latest amendment may be obtained from TEC, Khurshid Lal Bhawan, Janpath, New Delhi – 110001.

6.1 The Technical specifications shall be as per TEC GR No. TEC/GR/CP/TEL-002/06/September-17 (excluding the features mentioned in Table-I below).

6.2 BSNL QA/ Inspection Circle may issue TSEC certificates to CLIP Vendors already having TSEC for 2010 GR against GR no. TEC/GR/CP/TEL-002/05/Jan.-10 or having TSEC for 2017 GR against `GR No. TEC/GR/CP/TEL-002/06/September-17 excluding the features mentioned in Table-I below.

Table-I

Clause No. of GR	New GR (September-17)
3.1.1	It shall be possible to adjust the speech volume in minimum 3 levels meeting RLR values defined in Clause 4.1.1.1 at the maximum level.
5.3.2	The telephone instrument shall be capable of working in environmental conditions viz. Vibration, High Temperature (Dry Heat), Damp Heat (Steady State), Low Temperature (Cold), Rapid Temperature Cycles, Tropical Exposure (Damp Heat Cyclic), Corrosion (Salt), Drop, Toppling, Bump and Dust tests as specified for Category – 'B' of TEC SD document QM-333/Issue- MARCH 2010 (Specification for environmental testing of Telecommunication Equipments).
6	EMI/EMC Requirements as per TEC Standard No. TECSD/RD/EMC-002/02 OCT 2016
7.2.3	The protection measures against over voltages and over currents as specified in ITU-T recommendation K.21 shall be provided on line interface.
9.1.2	It shall be possible to display calling line identification (CLI) or incoming calls.

	It shall be possible to dial out from stored directory.
9.3.3	Dialing out Local/STD/Landline & Mobile calls: (b) CLI for received local call shall be saved in the memory with area code. It shall be possible to retrieve and dial the number without dialing area code, by pressing designated key(s).
9.8	(C) Protection: <ul style="list-style-type: none"> • Adequate protections shall be incorporated to avoid accidental hazards to human life and exchange equipment due to AC leakage. The details of protection provided shall be indicated by the manufacturer. • Adequate protections shall be incorporated for over voltage, under voltage and spikes.
10.2.1	The volume control range should span the value of the receiving loudness rating which is equal to that of the corresponding handset telephone, as well as an RLR value about 10dB lower. The tolerance limit for RLR shall be as per Clause 4.1.1.1
10.1.2	The noise produced by the set in sending path shall not exceed -64 dBm0p.
10.2.2	The noise level shall not exceed -49 dBPa (A).

7.0 General Instructions to CLIP Vendor

7.1 Guidelines/Specification for empanelment: BSNL Corporate Office, New Delhi shall be authorized for empanelment of CLIP Vendors to supply Two-way speaker CLIP instrument directly to the BSNL customers with the following terms & conditions:

- 7.1.1** CLIP Vendor should be either Original Equipment Manufacturer (OEM) of Two-way speaker CLIP instruments or CLIP Vendors/Suppliers. CLIP Vendor shall submit undertaking / authorization from authorized signatory of OEM (Original Equipment Manufacturer) of Two-way speaker CLIP instrument (with contact details like Name, phone No., Fax No., email etc. of authorized signatory) for signing this empanelment agreement along with valid TAC/TSEC issued by QA/ Inspection Circle BSNL/TEC for the Two-way speaker CLIP instrument, against the specifications mentioned in clause 6.0 of the EOI.
- 7.1.2** The offered model of Two-way speaker CLIP instruments shall be tested by QA/ Inspection Circle against the technical specification of CLIP Vendor. However, QA/ Inspection Circle shall also ensure, that the Technical specifications shall be as per TEC GR No. TEC/GR/CP/TEL-002/06/September-17 (excluding the features mentioned in Table-I) (Refer clause 6.0).
- 7.1.3** Testing fee against CLIP empanelment as applicable for issuance of TSEC certificate.
- 7.1.4** After getting TSEC certificate for any Model from QA/ Inspection Circle, CLIP Vendor can enter into agreement with BSNL Corporate Office, New Delhi.
- 7.1.5** The documents as per BSNL Corporate Office, New Delhi as per para 5.0 shall be required for entering into agreement with CLIP Vendor for empanelment.
- 7.1.6** CLIP Vendor shall be permitted to print BSNL logo with tag line "BSNL Certified" on the packaging box (not on the Two-way speaker CLIP instrument body/on the device). CLIP Vendor shall also print instructions on packaging box that "Warranty and maintenance support shall be provided by the empaneled CLIP Vendor and BSNL is not responsible for any kind of defects in device & please contact the seller of the Two-way speaker CLIP instrument directly for the same".

- 7.1.7** CLIP Vendor shall limit the maximum sale price of its approved make and model of Two-way speaker CLIP instrument to the BSNL prevailing offered sale price to the customer of same technical specification of Two-way speaker CLIP instrument.
- 7.1.8** BSNL may also inspect the inventory of approved Two-way speaker CLIP instrument periodically i.e. quarterly to check and verify the quality standards and technical specification through QA/ Inspection circle or any competent authority.
- 7.1.9** Empaneled CLIP vendor shall have to intimate BSNL Corporate office about the model no.(s) which is/are TAC/TEC approved.
- 7.1.10** Empanelled CLIP vendor have to supply at least one set of each make & model to all the Telecom Circles free of cost, which can be further used for display purposes.
- 7.1.11** Circles/Districts shall make available the contact details of CLIP Vendor at Circle website, Customer Service Centers (CSCs) and other BSNL customer outlets.
- 7.1.12** Agreement for empanelment shall be for a period of two years from the date of signing, subject to fulfilment of all eligibility conditions by the CLIP Vendor as per EOI.
- 7.1.13** After completion of 2 years, agreement for empanelment may be renewed on year to year basis. Renewal or extension of the agreement shall be based on the performance of the CLIP Vendor as per prevailing policy of BSNL at that time or mutually agreed terms and conditions. The performance of the company would be a key determinant for extension.
- 7.1.14** After sales service of Two-way speaker CLIP instrument shall be CLIP Vendor's responsibility as per the understanding between the customer & the CLIP Vendor. BSNL shall have no role in payment & after sale services of Two-way speaker CLIP instrument purchased by customers from the CLIP Vendors. CLIP Vendor shall not cast any obligation on BSNL of any kind.
- 7.1.15** At any point of time during the agreement period, agreement may be cancelled based on customer's complaints and / or non-fulfillment of after sales obligations or any other issues / problems. Notwithstanding any terms and conditions herein, this agreement may be terminated by giving one month prior notice in writing on either side. The termination of the agreement shall be without prejudice to the accrued rights and liabilities of the parties at the date of termination. The effective date of termination of agreement will be one 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.
- 7.1.16** On termination of this agreement, Two-way speaker CLIP instruments already sold by CLIP Vendor may continue to be used by the BSNL customers and the CLIP Vendor shall continue to fulfill the service obligation as per the understanding between the customer & them. However CLIP Vendor shall not be further permitted to print the BSNL logo on Two-way speaker CLIP instruments boxes and sell such Two-way speaker CLIP instruments. BSNL shall no longer popularize the CLIP Vendor and its Two-way speaker CLIP instrument among BSNL customers for purchase of Two-way speaker CLIP instrument. The violation of the same shall attract a legal action as per the laid legal procedures for the same. BSNL may blacklist the CLIP Vendor and shall stop their sale of Two-way speaker CLIP instruments for BSNL customers.
- 7.1.17** A draft sample agreement to be signed with CLIP Vendor is placed at **Annexure-II** along with valid TAC/TSEC issued by QA/ Inspection Circle BSNL/TEC for the Two-way speaker CLIP instrument, against the specifications mentioned in clause 6.0 of the EOI.

7.2 Roles & Responsibilities of BSNL empaneled CLIP Vendor:

- 7.2.1** Interested CLIP Vendor shall submit the application along with contact details (Name / contact No / address) and technical data sheet. Technical data sheet shall contain technology type, model no. & technical specifications of the Two-way speaker CLIP instrument.
- 7.2.2** To deposit testing fee as applicable (as defined in clause 7.1.3) for issuance of TSEC certificate at BSNL QA/ Inspection Circle and coordinate for testing of CLIP instrument.
- 7.2.3** After receiving the TSEC certificate from QA/ Inspection Circle, agreement to be signed with BSNL Corporate Office, New Delhi. CLIP Vendors shall be permitted to print the BSNL logo on approved Two-way speaker CLIP instruments Boxes (not on the Two-way speaker CLIP instrument body/ not on the device).
- 7.2.4** CLIP Vendors shall introduce themselves to field units & BSNL Corporate Office, New Delhi by providing the details like location, contact number & contact person from where the Two-way speaker CLIP instrument can be purchased by the customer directly including contact no. for providing after sales services.
- 7.2.5** CLIP Vendors shall inform customers that BSNL has no role in Two-way speaker CLIP instrument payment, warranty and after sale services of Two Way CLIP instruments purchased directly from the CLIP Vendors & inform customers about the process of after sale services in detail.

7.3 Roles & Responsibilities of BSNL:

- 7.3.1** To inform SSAs/Field units about the empaneled CLIP Vendor by giving details of technical specifications, contact person, contact number with full address, from where the Two-way speaker CLIP instruments can be purchased by the BSNL customers directly. Contact details of CLIP Vendors shall be made available at Circle website, Customer Service Centers (CSCs) and other BSNL customer outlets, etc.
- 7.3.2** Customers may be informed that BSNL has no role in payment, warranty and after sale services of Two-way speaker CLIP instruments purchased from the BSNL approved CLIP Vendors and customers may approach the Vendor directly for any grievances / information / feedback / enquiry, etc.
- 7.3.3** Empanelment shall be done initially for a period of two years, subject to satisfactory performance by the CLIP Vendor. At any point of time during empanelment, if there are lots of customer complaints and Vendor is not able to fulfill after sale obligations or there is some other issue / problem, then the Circles/ SSAs/Field units shall inform to BSNL Corporate Office, New Delhi for further action in this regard.
- 7.3.4** After the completion of two years of agreement period, the renewal of agreement, based on past performance of CLIP Vendor, shall be processed and further extended, if required, based on mutual consent.
- 7.3.5** To receive testing fee as applicable, from the interested CLIP Vendor (as defined in clause 7.1.3) for issuance of TSEC certificate. The TSEC certificate shall be issued by QA(Inspection Circle) if tested OK as per the testing schedule.
- 7.3.6** Testing of the Two-way speaker CLIP instruments as per the technical specifications defined in clause 6.0 of the EOI.

Expression of Interest for empanelment of CLIP Vendors manufacturing the Two-way CLIP instruments and selling the same directly to the customers.

Notice No.

Date of issue:

Letter of Application (on Company's letter head)

To

Pan India Level
NWP – CFA Cell , O/o PGM (NWP-CFA) Room No. 513, 5th Floor, Bharat Sanchar Bhawan, H. C. Mathur Lane, Janpath, New Delhi-110001

Sub: - Submission of Expression of Interest (EOI) for empanelment of CLIP Vendors manufacturing the Two-way CLIP instruments and selling the same directly to the customers.

Sir,

With reference to the above invitation for Expression of Interest (EOI), we have examined and understood the instructions, terms and conditions and eligibility criteria provided in EOI. We hereby enclose our Application in the prescribed format as mentioned in EOI along with along with all required documents.

We confirm that we agree with the instructions, terms and conditions provided in the EOI. The undersigned declares that the statements made and the information provided in the duly completed application are complete, true, and correct in very detail.

We also understand that BSNL is not bound to accept the offer either in part or in full. If BSNL rejects the offer in full or in part, it may do so without assigning any reasons thereof.

Yours faithfully,

Authorized Signatory

(Name & Designation, seal of the firm)

Date:

Place:

Enclosure : As Above

Sample AGREEMENT for empanelment of CLIP Vendor

THIS Agreement entered into on ----- day of ----- by----- and between:

BHARAT SANCHAR NIGAM LIMITED (hereinafter referred to as "BSNL"), CIN U74899DL2000GOI107739 a company incorporated under the Companies Act 1956, having its Registered Office and Corporate Office at Bharat Sanchar Bhawan, H.C.Mathur Lane, Janpath, New Delhi-110001, represented by Shri..... Dy. General Manager (NWP-CFA), BSNL CO or any authorized signatory of BSNL CO (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(hereinafter referred to as "CLIP Vendor" a company incorporated under the Companies Act 1956, having its Registered Office -----, represented by Shri....., (Designation)....., the authorized signatory (Hereinafter called _____, which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) of the SECOND PARTY

BSNL & CLIP vendor shall be collectively referred as 'parties' and individually as 'party'.

WHERE AS BSNL is in the business of providing Basic Telephony Services, Cellular Mobile Telephony Services (CMTS), Internet & broadband services and National Long Distance Services (NLDS) in its licensed areas of operation in the geographical territory of India.

AND the "CLIP Vendor" is seller of Two-way CLIP instrument (As per TEC specification)

Whereas BSNL floated an Expression of Interest (EOI) No. ----- dated ----- for empanelment of CLIP vendors manufacturing Two way speaker CLIP instrument and selling the same directly to the customers of BSNL.

Whereas in response to said EOI No. ----- dated ----- CLIP Vendor "M/s" has approached BSNL Corporate Office, New Delhi to get empanelled as BSNL approved CLIP Vendor for sale of its approved Two-way CLIP instrument to BSNL customers based on the terms and conditions contained here under.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The CLIP Vendor has approached BSNL to get empaneled as BSNL approved CLIP Vendor for sale of its approved Two-way CLIP instrument to BSNL customers and has requested to sign an agreement for provision of such empanelment in PAN India and has further assured to BSNL that the CLIP Vendor have appropriate and sufficient arrangements for infrastructure, equipment and skilled manpower and other facilities to provide the services under the agreement. Whereupon and in pursuance to the said request and based upon such assurance, BSNL has agreed to sign the agreement with the CLIP Vendor for two years for provision of said arrangement / services as per terms and conditions contained in this agreement.
2. Pre-requisites stated as per relevant clauses of EOI.

3. CLIP Vendor shall be permitted to print BSNL logo with tag line "BSNL Certified" on the packaging box (not on the Two-way speaker CLIP instrument body/on the device) of Two-way CLIP instrument having Model No CLIP Vendor shall also print instructions on packaging box that "Warranty and maintenance support shall be provided by the empaneled CLIP Vendor and BSNL is not responsible for any kind of defects in device & please contact the seller of the Two-way speaker CLIP instrument directly for the same".
4. BSNL shall make available the contact details of CLIP Vendors at BSNL Circle website, Customer Service Centers (CSCs) and other BSNL customer outlets, etc.
5. Agreement for empanelment shall be for a period of two (2) years from the date of signing, subject to fulfilment of all eligibility conditions by the Vendor as per EOI.
6. After completion of two (2) years, agreement for empanelment may be renewed on year to year basis. Renewal or extension of the agreement shall be based on the performance of the CLIP Vendor as per prevailing policy of BSNL at that time or mutually agreed terms and conditions. The performance of the CLIP vendor would be a key determinant for extension.
7. After sales service of Two-way CLIP instrument will be CLIP Vendor's responsibility as per the understanding between the customer & the CLIP Vendor. BSNL shall have no role in payment & after sale services of Two-way CLIP instrument purchased by customers from the CLIP Vendors. CLIP Vendor shall not cast any obligation on BSNL of any kind.
8. CLIP Vendor shall limit the maximum sale price of its approved make and model of Two-way speaker CLIP instrument to the BSNL prevailing offered sale price to the customer of same technical specification of Two-way speaker CLIP instrument.
9. BSNL may also inspect the inventory of approved Two-way speaker CLIP instrument periodically i.e. quarterly to check and verify the quality standards and technical specification through QA/ Inspection circle or any competent authority.
10. Empanelled CLIP Vendor shall have to intimate BSNL Corporate office about the model no.(s) which is/are TAC/TEC approved.
11. Empanelled CLIP vendor has to supply at least one set of each make & model to all the Telecom Circles free of cost, which can be further used for display purposes.
12. Replacement of faulty instrument, refund due to non-delivery of instrument, refund of cost and interest thereon etc. and service of Two-way speaker CLIP instrument after sales/warranty shall be CLIP Vendor's responsibility. BSNL shall have no role in such payment, refund or replacement etc. & after sale services of Two-way speaker CLIP instrument purchased by customers from the CLIP Vendors. CLIP Vendor shall not cast any obligation on BSNL of any kind. CLIP Vendor shall inform BSNL customers about the process of after sale services and warranty and BSNL shall not be responsible under any circumstances what so ever it may be.
13. Empanelment Agreement shall not be amended or modified or altered or changed, except in writing and duly executed by the authorized representatives of both the parties. However, this agreement shall be deemed to be modified to the extent of any changes/ modifications in BSNL policy/EOI due to change in licensing conditions applicable to this agreement/ EOI.

14. Termination of agreement

- 14.1 BSNL may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of ONE month issued to CLIP vendor at its registered office, terminate this agreement under any of the following circumstances:
 - a) CLIP vendor failing to perform any obligation(s) under the agreement;

- b) CLIP vendor failing to rectify, within the time prescribed, any defect as may be pointed out by BSNL / received from customer(s).
- c) CLIP vendor going into liquidation or ordered to be wound up by competent authority.

14.2 BSNL may terminate the agreement, by giving notice of at least ONE month in advance. The effective date of termination of agreement will be ONE month counted from the date of receipt of such notice by the CLIP vendor.

14.3 If the CLIP vendor 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.

14.4 It shall be the responsibility of CLIP vendor to supply the agreed quality of CLIP instruments to the customers, even during the period when the notice for surrender/termination of agreement is pending. If the agreed quality of CLIP instruments is not supplied during the currency of the agreement or the said notice period, it shall be treated as material breach liable for termination at risk and consequence of CLIP vendor.

14.5 Breach of non-fulfillment of agreement conditions may come to the notice of BSNL through complaints received from customers OR as a result of the regular monitoring OR by any other means. 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 CLIP vendor or not? CLIP vendor shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry.

15. Actions pursuant to termination of agreement

15.1 Two-way CLIP instrument already sold by CLIP Vendor may continue to be used by the BSNL customers and the CLIP Vendor shall continue to fulfill the service obligation as per the understanding between the customer & them during currency of this agreement as well as after termination of this agreement. However on termination of the agreement, CLIP Vendor shall not be further permitted to print the BSNL logo on Two-way CLIP instruments boxes and sell such Two-way CLIP instruments. BSNL shall no longer popularize the CLIP Vendor and it's Two-way speaker CLIP instrument among BSNL customers for purchase of Two-way speaker CLIP Instrument. The violation of the same, whenever it comes to the notice of BSNL, shall attract a legal action as per the laid legal procedures for the same.

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

- i) CLIP vendor shall not represent BSNL in any of its dealings.
- ii) CLIP vendor shall not intentionally nor otherwise commit any act as would keep a third party to believe that the said CLIP vendor is still BSNL's empanelled CLIP vendor.
- iii) CLIP vendor shall stop using the BSNL's name, trade mark, etc., in any audio or visual form.

15.3 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.

16. Representation & warranties:

The representation and warranties set out in this clause shall survive the execution of this agreement and its related documents and both parties acknowledge that they have entered into this agreement and other related documents in full reliance upon the representations and warranties as mentioned below:

- 16.1 The parties are companies duly formed and validly existing under the laws of India and have all the requisite corporate power, authority and necessary licenses to carry on their business and to enter into perform their obligations under this agreement and other related documents to which they are or will become a party.
- 16.2 The parties have the power to enter into and perform transactions contemplated by this agreement and its other related documents and the parties have taken all necessary corporate action to authorize the execution and delivery of this agreement and other related documents to which they are or will become a party. Additionally, the obligations of the parties there under constitute legal, valid and binding obligations, enforced in accordance with their terms.
- 16.3 They enter into and performance of this agreement shall not violate any judgment, law or any other related document applicable to the parties.
- 16.4 Neither this agreement nor any other related document shall contain any untrue statement of a material fact or omit to state a material fact.
- 16.5 Both the parties are not party to any agreement, instrument, charter or other corporate restriction which individually or in aggregate might have a material adverse effect on this agreement.
- 16.6 None of the party to this agreement has occurred and is continuing or will occur any event of default as a result of the execution or performance of this agreement or any other related document to which it will become a party.
- 16.7 There are no actions suits or proceedings (including arbitration proceedings) pending with respect to the business of both the parties or any transaction contemplated thereby or affecting any clearance or which could have a material adverse effect on this agreement.
- 16.8 All other terms and conditions of EOI except as provided in this agreement shall be applicable to this agreement.

17. Restrictions on "Transfer of agreement"

CLIP Vendor shall not assign or transfer its right in any manner whatsoever under this agreement to a third party or enter into any agreement for subcontracting 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 except with prior written consent of BSNL.

18. Severability:

Should TRAI / DoT declare any part of this agreement unenforceable through direction / order / regulation or if terms of license of BSNL are changed through any amendment or order of the Government, the parties will cooperate and take all appropriate steps to amend, modify or alter this agreement. This agreement shall be binding upon all respective successors of the parties.

19. 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 / Courts. In such a situation, BSNL shall not be responsible for any damage or loss caused or arising out of aforesaid action.

20. **Compliance of laws:**

BSNL and CLIP Vendor shall perform their duties in strict compliance with all applicable laws in India along with rules and regulations of the duly constituted Govt. authorities in India and shall obtain all licenses, restrictions or other approval, if any, required by laws in India in connection with the services to be rendered hereunder.

21. Further, service provided to the customers shall be subject to Indian Telegraph Act 1885, TRAI directions and tariff circulars issued by BSNL Corporate Office time to time.

22. **Indemnification:**

CLIP Vendor 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:

- (a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party; "or"
- (b) Any breach of the terms and conditions of this agreement by the CLIP Vendor.

23. **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.

24. **COURT JURISDICTION:**

This agreement is subject to jurisdiction of Court at Delhi only.

25. **ARBITRATION:**

ARBITRATION (Applicable in case of supply orders/Contracts with firms, other than Public Sector Enterprise) (Not applicable in cases valuing less than Rs. 5 lakhs)

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

- (1) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days' notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
- (2) The number of the arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority
Above Rs. 5 lakhs to Rs. 5 crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL.	BSNL (Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs. 5 crores	3 Arbitrators	One arbitrator by each party and the 3 rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.

- (3) Neither party shall appoint its serving employee as arbitrator.
- (4) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise, he shall proceed de novo.
- (5) Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- (6) Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is upto Rs. 5 crores.

[29B. Fast track procedure – (1) *Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section (3).*

(2) *The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.*

(3) *The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-*

- (a) *The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;*
- (b) *The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;*
- (c) *An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;*
- (d) *The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.*

(4) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.

(5) If the award is not made within the period specified in sub-section (4), the provisions of sub-sections (3) to (9) of Section 29 A shall apply to the proceedings.

(6) The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.]

7. The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and Counter Claims	Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)
Up to Rs. 5 crores	Within 6 months (Fast Track procedure)
Above Rs. 5 crores	Within 12 months

However, the above time limit can be extended by the Arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the Act.

8. In case of arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay, etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.

9. The Arbitration proceeding shall be held at New Delhi.

10. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

IN WITNESS WHEREOF the Parties here so have caused this agreement to be duly executed through their representative / authorized representatives on the --- day of -----.

Signed for and on behalf of BSNL by

Signed for and on behalf of _____, the authorized signatory, in accordance with Board Resolution dated ..., month, year, passed by the Board of Directors.

In the presence of the witnesses:

1.
Signature

Name

Occupation

Address

Place

2.
Signature

Name

Occupation

Address

Place

Details of Contact Person(s)

S.No	Name of the contact person	Postal Address	Telephone Numbers Minimum 2 nos.	Mobile No.	Fax No.	e-mail address
1						
2						
3						
4						
5						
6						
7						
8						

NEAR RELATIONS CERTIFICATE

(Certificate to be given by the CLIP Vendor in respect of status of employment of his/ her near relative (s) in BSNL)

**"I.....S/D/o.....r/o.....
.....
.....hereby certify that none of my relative(s) as defined in the EOI Document is/are employed in BSNL unit as per details given in EOI Document. In case at any stage, it is 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."**

Signature of the CLIP Vendor
with date and seal

List of documents to be submitted by CLIP Vendor at the time of signing of agreement for the empanelment of Two Way speaker CLIP Instrument.

- 5.1** Certificate of Incorporation / Registration of the company.
- 5.2** A printed copy of the latest Annual Report of Company/firm with whom the Agreement is contemplated to be entered into/to be signed, in case the printed copy is not available, Xerox copy of the same duly certified by the Company Secretary/Director/Managing Director/Partner of such Company/Firm or any authorized signatory of such Company/Firm.
- 5.3** Updated Copy of the Memorandum of Association and Articles of Association of the Company / Vendor.
- 5.4** List of all the Directors name(s) along with their Director Identification Number [DIN] and address (es) along with contact telephone numbers of office and residence.
- 5.5** Certified true copy of the Board's/Management's Resolution authorizing the official of Company / Firm(s) to sign Agreement on their behalf by the Company(s) / Firm(s) to sign Agreement.
- 5.6** Specimen signature(s) of authorized official duly attested by Company's /Firm's Banker.
- 5.7** Corporate Identity Number [CIN] of the Company / Firm.
- 5.8** Company's PAN and Goods and Services Tax Registration Certificate No (s).
- 5.9** Distribution details and List of names of contact person along with address & telephone / FAX No, who may be contacted by BSNL staff as well as by customers for purchase of BSNL approved Two-way speaker CLIP instruments.
- 5.10** Duly signed list of authorized dealer/ distributors of the company through which the BSNL customer can buy Two-way speaker CLIP instruments directly.
- 5.11** The CLIP Vendor shall submit the undertaking and also provide the warranty of Two-way speaker CLIP instrument to the BSNL customer for the period of one year after sale and shall be new and free from any defects and faults.
- 5.12** Duly signed list of contact no. of service centers where BSNL customers can approach for any faults/ defects observed during warranty period and thereafter.
- 5.13** In case CLIP Vendor is not OEM of Two-way speaker CLIP instruments, in that case undertaking/ authorization is required from authorized signatory (with contact details like Name, Telephone No., Fax No., E-mail ID, etc. of the authorized signatory) of OEM of Two-way speaker CLIP instrument for signing this empanelment agreement.
- 5.14** Certificates from all Directors of the CLIP Vendor stating that none of their near relatives are working in BSNL.