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KRLCO-12/15(14)/8/2023-EB



भारत संचार निगम लिमिटेड
 (भारत सरकार का उपक्रम)
 BHARAT SANCHAR NIGAM LIMITED
 (A Govt. of India Enterprise)

Dated at Trivandrum the 12-09-2023

**Expression of Interest (EOI) for product partner integration.
 From Firms having Innovative Make In India [Hardware Software
 Ecosystem] Products supporting/assisting Telecom/Networking needs of EB
 Customer (Non-Exclusive Basis)**

**1.
 Introduction**

BSNL is one of the top telecommunications service providers in India, which is currently operating its 2G & 3G Cellular Mobile services across the Nation except in Delhi & Mumbai and will be rolling out 4G and 5G services in the coming months. BSNL has installed Quality Telecom Network in the country & is now focusing on improvement & expansion of the network, introduction of the new telecom services with ICT applications in villages & winning customer's confidence. BSNL has a vast switching network for landlines comprises of 20,920 exchanges having a capacity of 163.29 Lakh lines and in mobile services the equipped capacity is 1,142.94 Lakhs

BSNL is the only service provider, making focused efforts & planned initiatives to bridge the rural-urban digital divide in the ICT sector. In fact there is no telecom operator in the country to beat its reach with its wide network giving services in every nook & corner of the country & operates across India except New Delhi & Mumbai.

Through this product partner integration program, BSNL envisions to satisfy the arising new age Telecom/Networking needs of Enterprise customers with innovative Make in India [Hardware-Software Ecosystem] Products on a non-exclusive basis. This will help BSNL to gain greater reach with a wider range of customers, customer satisfaction by catering their specific needs, and an enhanced brand image of BSNL.

This includes products Sectors like

1. Augmented Reality (AR) and Virtual Reality (VR) solutions.

2. Video conferencing solutions.
3. Ticket vending machines.
4. Smart Healthcare Solutions.
5. Smart meters.
6. Vehicle tracking devices.
7. IoT-based home and company automation solutions.
8. App-based messaging solutions.
9. Marine radio / vessel tracking system.
10. Wireless communication.
11. Chartered Accountant services.
12. ERP services.
13. Billing software (GST billing) services.
14. Artificial Intelligence services.

In light of the Government Of India thrust on Digital India, e-governance and other initiatives focusing primarily on technology-based services for improving governance and citizen services, BSNL envisions huge potential in the field of telecom/networking sector products with cutting-edge technology and innovative

ideas under the Make in India initiative. BSNL is exploring and is in a position to undertake and execute a wide range of such projects which are being envisioned under these initiatives.

2. Objective:

This Expression of Interest (EOI) aims to identify and establish collaborations with partners possessing the requisite expertise, capabilities, and experience to Individually / jointly create innovative solutions that cater to the escalating demands of the telecom industry and thus the BSNL Enterprise Business customers.

2.1 Details

1. Name of Work: Empanelment of Product partners for bundled products to BSNL customers of Kerala Circle.
2. Cost of the form : Rs.4720/- (4000+ GST (18%))
3. Sale of form: Can be downloaded from www.Kerala.bsnl.co.in -> Business opportunities
4. Refundable security deposit in the form of bank guarantee worth Rs. 50,000/- valid for 1 year(to be submitted along with EOI). (As in Appendix-A)
5. Last date and time of submission of applications (EOIs): Open Ended (Non Exclusive)

Separate Demand Draft of Rs.4720/-(cost of EOI document) payable at Thiruvananthapuram, drawn from any nationalized /scheduled Bank, in favor of AO(Cash), O/o CGMT, BSNL, Kerala Telecom Circle, Thiruvananthapuram – 695033 should be submitted along with the downloaded EOI Document. The fee for the application is neither transferable nor refundable. The details of the application fee should be clearly mentioned in the application form.

The basic objective of this EOI is to enable BSNL to provide a complete end-to-end solution to its valued enterprise customers. BSNL intends to partner with product partners who can supply, configure, integrate, and maintain customer-end equipment and associated software, as well as coordinate with relevant agencies, to ensure that the equipment and software are compatible with BSNL's services.

The work can be carried out under two categories, each category having

Three models, depending on the requirements of the customer and BSNL.

2.2 Category and Model

1. White label Category : This Category allows the product partner to rebrand the product and sell it under BSNL name.
2. Non White label Category: This Category allows the product partner to brand the product under their own name and sell it Through BSNL (As a BSNL empanelled product partner)
 - a. Capex model: This model involves the initial installation and standalone setup of the application. It includes product deployment, networking, connectivity (CM/CFA), server, and server-side programs hosted at the customer's premises. There will be no further billing but AMC and connected services might be offered to such customer
 - b. Opex model: This model is a yearly plan-based solution for extending services. The server and server-side programs are hosted by the product partner. The partner can use their own IDC at their own premises / BSNL Premises (collocated) or BSNL IDC.
 - c. Mix model: This model is a combination of the Capex and Opex models. It is used in special cases where both models are applicable. (outright purchase of Hardware but software services are billed annually)

A **certification** in this regard must be submitted along with the EOI, specifying which category and model you prefer. If all conditions are accepted, it may also be mentioned.

3. Scope of work

The General Scope of product partner is as given below, but not limited to as it depends on the requirement of the customer.

1. The award of work from our customer may be Direct , by nomination basis or through tender process
2. The SLA/Agreement/PBG conditions executed between BSNL and customer will be directly applicable to the product partner, except for issues caused by BSNL or the customer side.
3. A separate memorandum of understanding (MOU) will be signed for each product sector. With each partner after considering their proposal in this regard, selected model/s (Capex,opex,mix or whitelabel) and Empanelment Level (Enterprise, SME or Startup).
4. Design of the customer side Network (wired or wireless) -Specific licenses wherever required shall be obtained by the product partner before signing MOU.
5. Partner should arrange POC to provide relevant equipment or connected software solutions free of cost for demonstrating the capability of the solution, if the same is required by the customer.
6. BSNL and product partner will jointly address the network requirements of the customer along with any other services required by the customer. product partner will coordinate the BSNL agencies till commissioning and the commissioning reports signed by the customers also to be obtained
7. Necessary training to be provided to the customer if required.
8. Spare maintenance with annual operation and maintenance of the hardware / software to be provided for a minimum 5 years to be ensured.
9. Provide necessary up gradation and modification on both software and hardware to meet the customer requirements from time to time. Software upgradation to be done free of cost for 5 years.

10. Smooth functioning of the various applications and software provided to the customer should be ensured by Product partner
11. Partner will also conduct technical seminars for BSNL Officers to make them conversant about their product capabilities vis-à-vis customer requirements.
12. Maintenance, Support Services, Annual Maintenance Contract etc. in respect of equipment supplied to the customer.
13. Support centers established by the product partner should be capable of catering to the needs of customers wherever located .An undertaking in this regard to be submitted.
14. Shall provide a 24X7 help center either web-based or IVR based. Product Partner shall ensure consultation, assistance and advice within four hours or as defined in SLA entered with the customer.
15. ISP should not be allowed to become Product Partner, and if any Product Partner after registration becomes ISP then the Product Partner agreement should be canceled.
16. We are promoting Make in India products, but under special circumstances, we will allow partners to offer imported products with a valid original equipment manufacturer (OEM) agreement. This agreement must include the provision of parts availability , service, and compatible equipment replacement within a minimum of three years from the supply of the products. The product partner must obtain approval from the concerned BSNL authority in the relevant business area (BA) or circle before offering imported products.
17. BSNL brand cannot be used by the product partner . In customer applications Customer logo (after such concurrence from the customer) and BSNL logo to be displayed. (Powered by -Product partner name may be used with intensity less than 60 percent)

4. Eligibility Criteria / Conditions:

The empanelment of product partners will be at three levels:

1. Enterprise Level:
2. SME Level:
3. Startup Level:

The eligibility criterion for each level can be relaxed by CGMT ,Kerala Circle in consultation with the standing committee.

The product partners of all levels must have a strong track record of success in the innovative product industry, a deep understanding of BSNL's customer needs, and the ability to integrate their products with BSNL's services seamlessly and efficiently and They must also be able to provide support for BSNL's customers.

4.1 Eligibility criteria for Enterprise Level product partner:

For the empanelment at the Enterprise Level, the prospective company/applicant should fulfill following eligibility criteria: -

- i. The company should be registered & incorporated under the Indian Companies Act, 1956/2013. (Copies of MOU, Article of Association, Certificate of incorporation, company's profile to be submitted).
- ii. The company must have a minimum average annual turnover of **Rs. 5 Crore** (Rupees Five Crore) during the last three financial years. The company will have to submit copies of Balance Sheets and Turnover certificates issued by the company's Auditors/ CAs to this effect.
- iii. The company will be entitled to take up a Single project cost below 50% of the average 3 year annual turnover at the time of EOI submission. Empanelment Bank Guarantee to be submitted is 1.5 Lakhs (As in Appendix-C) . Validity of this Empanelment BG required to be 3 years from the date of "Letter of intent" and a claim validity date of 6 more months to be added from the end date. The agreement to be executed is as in the Appendix -B. The refundable security deposit submitted at the time of application for empanelment would stand released thereafter. A Performance Bank Guarantee worth 5% of the project cost to be ensured annually with

BSNL.

iv. The bidder should have prior experience of providing Solutions/Services in one of following areas or any combination thereof, to a minimum of 20 purchase orders from enterprise customers(a mix of both with 1 Enterprise Customer is equal to 10 retail customers):

- a. Product partner or
- b. Telecom applications / VAS or
- c. ICT /IT based solutions/ applications, or
- d. E/m-governance solutions.

In this regard, the bidder company will have to submit Experience Certificates or Project Completion Certificates Or Copies of Work Orders/ Contracts/ Agreements/Purchase Order along with copies of Invoices and TDS certificate or any other verifiable documents, supporting / substantiating his experience, issued by the end customers or by any licensed Service Providers/ Carriers/Operators through whom said services have been offered to the customers.

v. Validity of the non-exclusive initial empanelment will be 3 years, and extension of validity for 2 more years can be considered on request and by evaluating the performance level of the partner.

vi. The bidder should have a positive net worth in consecutive last three years. (Copy of the same certified by company's Auditors/ CAs to be submitted).

vii. The bidder should have a valid PAN, GST/TIN registration certificate. (Copies of relevant tax/registration certificates to be submitted)

viii. The bidder should submit a declaration that they are ready to undertake a pilot project at his own cost if so desired by BSNL or the customer.

ix. The company should not be a licensed service provider, providing Basic services/ Cellular Services/ Internet services/ Unified access services/ NLD services anywhere in India (Self certification required)

x. The bidder company should not have substantial equity stake (10% or more) or vice versa in / of any Basic services/ Cellular Services/ Internet Services/ Unified Access Services/ National Long distance Services operating company (ies) in

India or their promoters. Even at a later date, if there is substantial change in the ownership structure of the company leading to the above-mentioned types of companies / promoters getting more than 10% stake, then BSNL reserves the right to terminate the contract. PSUs under the Department of Telecommunications are exempted from this requirement. A self – certification regarding the same shall be submitted by bidder.

4.2 Eligibility criteria for SME product partner:

For the empanelment at the SME level, the prospective applicant should fulfill following eligibility criteria:

- i. The company should be registered & incorporated under the Indian Companies Act, 1956/2013. (Copies of MOU, Article of Association, Certificate of incorporation, company's profile to be submitted).
- ii. The company must have a minimum average annual turnover of **Rs. 2 Crore** (Rupees Two Crore) or above during the last three financial years. The company/firm will have to submit copies of Balance Sheets and Turnover certificates issued by the company's Auditors/ CAs to this effect.
- iii. The company will be entitled to take up a Single project cost below 50% of the average 3 year annual turnover at the time of EOI submission. Empanelment Bank Guarantee to be submitted is 1 Lakhs (As in Appendix-C) . Validity of this Empanelment BG required to be 3 years from the date of "Letter of intent" and a claim validity date of 6 more months to be added from the end date. The agreement to be executed is as in the Appendix -B. The refundable security deposit submitted at the time of application for empanelment would stand released thereafter. A Performance Bank Guarantee worth 5% of the project cost to be ensured annually with BSNL.
- iv. The bidder should have prior experience of providing Solutions/Services in one of following areas or any combination thereof, to a minimum of 10 POS from enterprise customers or 100 retail customer (a mix of both with 1 Enterprise Customer is equal to 10 retail customers):
 - a. Product partner or

- b. Telecom applications/ VAS or
- c. ICT /IT based solutions/applications, or
- d. E/m-governance solutions.

In this regard, the bidder company will have to submit Experience Certificates or Project Completion Certificates Or Copies of Work orders/Contracts/ Agreements/Purchase Order along with copies of Invoices and TDS certificate or any other verifiable documents, supporting / substantiating his experience, issued by the end customers or by any licensed Service Providers/ Carriers/Operators through whom said services have been offered to the customers.

- v. Validity of the non-exclusive initial empanelment will be 3 years, and extension of validity for 2 more years can be considered on request and by evaluating the performance level of the partner.
- vi. The bidder should have a positive net worth in consecutive last three years. (Copy of the same certified by company's Auditors/ CAs to be submitted).
- vii. The bidder should have a valid GST/TIN registration certificate. (Copies of relevant tax/registration certificates to be submitted)
- viii. The bidder should submit a declaration that they are ready to undertake a pilot project at his own cost if so desired by BSNL or the customer.
- ix. The company should not be a licensed service provider, providing Basic services/ Cellular Services/ Internet services/ Unified access services/ NLD services anywhere in India.
- x. The bidder company should not have substantial equity stake (10% or more) or vice versa in / of any Basic services/ Cellular Services/ Internet Services/ Unified Access Services/ National Long distance Services operating company (ies) in India or their promoters. Even at a later date, if there is substantial change in the ownership structure of the company leading to the above mentioned types of companies / promoters getting more than 10% stake, then

BSNL reserves the right to terminate the contract. PSUs under Department of Telecommunications are exempted from this requirement. A self – certification regarding the same shall be submitted by the bidder.

4.3 Eligibility Criteria for Startup Level product partner:

For the empanelment at the Startup level product partner , the prospective applicant should fulfill following eligibility criteria:

- i. The bidder should be a Startup companies duly incorporated in India under the relevant law and certified by DIPP, Min of Commerce, Govt of India (Certificate of recognition issued by DIPP, bidder's profile shall be submitted).The product partner must be a proprietorship / partnership (having MSME and startup registration) or limited liability partnership / limited company (under the Companies Act).
- ii. The bidder must have a minimum average annual turnover of **Rs. 50 Lakh** (Rupees Fifty Lakh) during the last two years period but within the limits of ₹1 crore. The company/firm will have to submit copies of Balance Sheets and Turnover certificates issued by the company's Auditors/ CAs to this effect.
- iii. The company will be entitled to take up a Single project cost below 50% of the average 2 year annual turnover at the time of EOI submission. Empanelment Bank Guarantee to be submitted is 50,000/- (As in Appendix-C). Validity of this Empanelment BG required to be 1 year from the date of "Letter of intent" and a claim validity date of 6 more months to be added from the end date.The agreement to be executed is as in the Appendix -B. The refundable security deposit submitted at the time of application for empanelment would stand released thereafter . A Performance Bank Guarantee worth 5% of the project cost to be ensured annually with BSNL.
- iv. The bidder should have prior experience of providing Solutions/Services in one of following areas or any combination thereof, to a minimum of 5 purchase orders received from enterprise customers.or 50 retail customer (a mix of both with 1

Enterprise Customer is equal to 10 retail customers):

- a. Product partner or
- b. Telecom applications/ VAS or
- c. ICT /IT based solutions/applications, or
- d. E/m-governance solutions.

In this regard, the bidder company will have to submit Experience Certificates or Project

Completion Certificates Or Copies of Work

orders/Contracts/Agreements/Purchase Order along with copies of Invoices and TDS certificate or any other verifiable documents, supporting / substantiating his experience, issued by the end customers or by any licensed Service Providers/ Carriers/Operators through whom said services have been offered to the customers.

- v. The bidder should have a positive net worth in consecutive last two years. (Copy of the same certified by company's Auditors/ CAs to be submitted)
- vi. The bidder should have a valid GST/TIN registration certificate. (Copies of relevant tax/registration certificates to be submitted).
- vii. The bidder should submit a declaration that they are ready to undertake a pilot project at his own cost if so desired by BSNL or the customer.
- viii. Empanelment of such product partners shall be only for one year from the date of signing of Agreement. Further renewal of Agreement in kerala Circle will be considered only after achievement of minimum annual commitment / target revenue defined in the EOI. However, if such product partner are able to achieve 50% of the minimum annual commitment / target revenue, during the agreement period of one year, then such product partners shall be renewed for empanelment in two more years, by evaluating performance of the partner
- ix.

The company should not be a licensed service provider, providing Basic services/ Cellular Services/ Internet services/ Unified access services/ NLD services anywhere in India.

x.

The bidder company should not have substantial equity stake (10% or more) or vice versa in / of any Basic services/ Cellular Services/ Internet Services/ Unified Access Services/ National Long distance Services operating company (ies) in India or their promoters. Even at a later date, if there is substantial change in the ownership structure of the company leading to the above-mentioned types of companies / promoters getting more than 10% stake, then BSNL reserves the right to terminate the contract. PSUs under the Department of Telecommunications are exempted from this requirement. A self – certification regarding the same shall be submitted by the bidder.

5. Project Implementation:

Upon identification of projects/ requirements from the customer which require such expertise, BSNL will release an RFP to the empaneled product partner of that sector/s. BSNL will evaluate submitted RFPs based on eligibility criteria and shortlist qualified product partners. Applicants are required to sign all documents submitted during the RFP process.

In a single project , If different sectors are involved, The partners will respond to the RFP and if required, BSNL will collaborate to deliver the requisite solutions. In such case the partners will bear joint or several responsibility for fulfilling project obligations. Interested partners should submit their complete Proposal along with supporting documents.

6. Eligibility Evaluation (RFP):

Eligible applicants will be chosen to cater their specific expertise and capabilities concerning the mentioned products and solutions, which are poised to contribute to the expansion of BSNL and innovative telecom solutions to BSNL customers. (An undertaking in this regard to be submitted as in Appendix-D)

1.

The bid evaluation will be as per the public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific

Goods/Products.

2.

The prospective bidder may ensure restriction on procurement from a bidder/OEM of a country which shares a land border with India as per guidelines published by Ministry of Finance, Department of Expenditure, Public Procurement division, dated 23-07-2020 and 08-02-2020 vide letter No. F. 18/37/2020-PPD and its subsequent Orders/Notifications amendments if any.

3.

If any of the L2/L3 agree for L1 rate, a maximum of 40% of total requirement might be diverted to such agreed L2/L3 partners. If BSNL finds that the L1 is unable to cater the demand of the customer, L2,L3 etc will be called for detailed evaluation.

7. Experience Criterion:

A. Bidders must be an Original Equipment Manufacturer (OEM) of the product (Make in India) and possess testing facilities. Alternatively, a valid notarized agreement with an OEM vendor producing Make in India products is acceptable.

B. Capacity to supply the product per month must be certified.

C. All relevant products may necessitate a server/cloud with application software, customer end hardware, customer end software, etc., within the Product partner scope. Specifications regarding server/cloud costs and requirements must be provided alongside the Product partner's proposal. If the RFP mandates BSNL IDC/on-premise Server (BSNL or Customer), this must be explicitly stated in the proposal.

8. List of documents to be submitted as part of the proposal:

8.1 Copy of the Certificate of Incorporation, Article of Association & Memorandum of Association and company's profile.

8.2 List of Directors including their names(s) and address(es) alongwith contact telephone numbers, DIN of each director & CIN of the company.

8.3 Certified True copy of Board's/ Management's resolution in favour of authorized Signatory. Or Power of Attorney attested by Notary with signature of all directors Or proprietor self declaration with registration details..

8.4 Specimen signature along with initials of the authorized official duly attested by Company's/authorized signatory's Banker.

8.5 Audited Annual Report for last three years of the company (2 years in Startup Level), in case printed copy is not available then copy of the same duly certified by the Company Secretary/ Director/ Managing Director of the company/Authorized Signatory of the company.

8.6 Turnover certificate for last three years (2 years in Startup Level) along with balance sheets from the company's Auditors/ CA mentioning the field of turnover as required under the eligibility conditions.

8.7 Positive net worth certificate of last three years duly certified by CA as per the required eligibility conditions.

8.8 Experience Certificates or Project Completion Certificates Or Copies of Work Orders/Contracts/ Agreements/Purchase Order along with copies of Invoices and TDS certificate or any other verifiable documents, supporting / substantiating his experience, issued by the end customers or by any licensed Service Providers/ Carriers/Operators through whom said services have been offered to the customers as required under the eligibility conditions.

8.9 Copy of GST/TIN registration certificate/ PAN Card.

8.10 Undertakings, in support of company not being a Licensed Service Provider to provide Basic services/ Cellular Services/ Internet services/ Unified access services/ NLD services anywhere in India.

8.11 A declaration that bidder ready to undertake a pilot project at his own cost if so desired by BSNL or the customer.

8.12 A self – certification regarding Bidder Company does not have substantial equity stake (10% or more) or vice versa in / of any Basic services/ Cellular Services/ Internet Services/ Unified Access Services/ National Long distance Services operating company (ies) in India or their promoters.

8.13 Non Disclosure Undertaking (NDU), duly notarized on non judicial stamp paper of Rs.200/- (NDU format enclosed in Appendix-E).

8.14 Contact details i.e. Name, mail id, phone no., mobile no., fax no. of a responsible person for liaising in this matter.

8.15 Complete details of software products with specifications & features, prospective clients etc.

8.16 Copy of Certificate of Start-up recognition issued by DIPP, Ministry of Commerce, Govt of India (in case of **Startup Level Empanelment**).

9. Policy for conducting proof of concept (POC):

The decision for requirement of POC will be taken on case to case basis based on merit of service, revenue potential of the service, prevailing conditions in the market or any other condition as deemed fit by BSNL at the time of decision. product partner may request BSNL for POC along with submission of non-refundable processing fee Rs. 10,000/- or BSNL may ask the product partner for conducting the POC before commercial agreement with the same condition of payment. product partners will be allowed to conduct POC with no additional cost to BSNL. product partners are not allowed to use the infrastructure deployed for POC for commercial purpose and gain any benefit by advertising the same. They will have to indemnify BSNL in all respects. BSNL may issue detailed guidelines from time to time keeping these aspects in mind.

10. product partner Revenue share Policy:

- a. Revenue sharing is the basic feature of product partner working. All the agreements between BSNL and product partners will be on Non-exclusive basis and BSNL's revenue share will be $(20+X)\%$.
- b. Value of X will be decided by the BSNL (Tariff Committee), on the basis of merits of service, revenue potential of the service, prevailing conditions in the market or any other conditions as deemed fit by BSNL (like - quantum of work & responsibilities handled by BSNL in terms of customer interfacing, manpower for field service/deployment of service/solution/ day-to-day Operation & Maintenance, etc.) to make the service ready and deliverable to the Customers.
- c. All statutory levies like License Fee/ spectrum charges etc arising on account of revenue earned due to product partner will be deducted before distributing revenue share between BSNL and the intended product partner provider

10.1 Procedure for release of Revenue share to product partner:

BSNL will raise the bills / invoice to the customers as the work will be awarded to BSNL by its customers and the product partner will provide the service as a back end partner of BSNL.

1. All statutory levies like License Fee/ spectrum charges etc arising on account of revenue earned due to product partner will be deducted before distributing revenue share between BSNL and the intended product partner provider.
2. It has to be ensured that share to the product partner is to be given only on receipt of the amount from the customer.
3. Payment shall be made to the product partner on a back to back basis. product partner shall submit the bill on monthly basis or as per the periodicity mutually agreed.
4. The payment shall be made to the product partner after deduction of TDS amount as per provisions of the Income Tax Act, 1961.
5. In case of any dispute/complaints from the subscribers regarding any defect or non delivery and consequent refund request, product partner shall be responsible for providing the conclusive evidence of performance at its end within a month, failing which the disputed charges will be deducted from the payment of product partner.
6. BSNL will adopt new mechanisms/ processes evolved for seamless & timely payment of revenue share to business partners.

i.

11. Performance responsibility (Annual Targets) for Partner:

11.1 Telecom product partner has to fulfill the annual business volume commitment of following value on which share is payable to BSNL:

- i. Enterprise Level Level: 50 Lakhs in Telecom Circle.
- ii. SME Level: 15 Lakhs in Telecom Circle.
- iii. Startup Level Level (under Partner Development): Rs.5 Lakhs for first one year and Rs.15 Lakhs at the time of renewable/migration/upgradation to regular Circle level Franchise after 12 month of service period.

11.2 The product partner should maintain the database of BSNL POs issued with consequent details , and provide user credentials/APIs to be shared to BSNL for regular auditing purposes(Dashboard).

12 Service level Agreement (SLA) & Penalty:

12.1 Partner shall commit to appropriate laid down service levels as per a service level agreement (SLA) agreed with BSNL prior to going live, which shall inter alia define the criteria for planned maintenance downtimes, weekend downtimes, etc. as well as assured quality levels to be adhered to by the Service Provider.

However, during working hours the entire system, including hardware must ensure 99.5% uptime, 24/7, failing which there will be a penalty @ 5% of the particular month's revenue. This will be deductible from the revenue share /performance guarantee paid by the Partner . However, if the downtime is more than 5% in a calendar month, the contract is liable to be terminated.

System should be capable of generating reports regarding down time. Service Provider will provide mechanism for logging and recording of server down time, which should be acceptable to Clients, comes under this policy.

12.2 In case of any litigation arising due to defects in services/excess charges etc during the entire period of agreement with Partner , they will be solely responsible. Any damages/penalty awarded by any authority/customer will be deducted from the Payment of Partner or deducted from their PBG.

13. ARBITRATION, APPLICABLE LAW AND JURISDICTION:

If any dispute or difference of any kind whatsoever were to arise between the parties of the agreement and the dispute cannot be amicably settled within

sixty days following the response of the aggrieved party, then the dispute shall be referred to Arbitration as per Arbitration and Conciliation Act, 1996 or of any statutory amendment thereto or any reenactment thereof for the time being in force. The venue of the arbitration proceeding shall be at Trivandrum or such other places as the arbitrator may decide. Any order/directions/Awards of the Arbitrator shall be final and binding on both the parties. The Arbitrator so appointed shall pass a speaking award. In case of any dispute, the Courts in Kerala alone shall have the territorial jurisdiction to adjudicate upon the matter

This will be conducted as per the provisions of the Arbitration and Conciliation (Amendment) Act, 2015 (3 of 2016), as per guidelines issued vide BSNL Letter No. MMS/135-1/2011-12 (Pt.)/70 dated 28.12.2017 or any amendment thereof and any notification issued or rules made there under from time to time.

14 Force- Majeure:

14.1 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 BSNL and Product partner, 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 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the agreement, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance.

14.2 Provided Service under the agreement shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. The decision of BSNL as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive.

14.3 However, the Force Majeure events noted above will not in any way cause extension in the period of the agreement.

15. Exit Clause:

Either party may terminate the agreement by giving 60 days' notice. However, at

the time of the exit, the Product partner will not have the right of removal of software and hardware integrated with BSNL for the continuity of service to the customer. However, product partner may be given an option to remove software and hardware after successfully migrating, at his own cost and risk, all services/customers to any other existing Product partner without impacting the service to the customers.

16 Indemnification:

Product partner agrees to protect, defend, indemnify and hold harmless BSNL and its employees, officers, directors, agents, dealers, distributors, retailers or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:

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

Any breach of the terms and conditions in this Agreement by the Product partner;

Any claim of any infringement of any intellectual property right or any other right of any third party or of law by the Product partner;

Any claim made by any third party arising out of sale of the software as a service and arising in connection with faults in said software/ service.

The Product partners shall comply all the laws, Directives; guidelines etc of the land and shall be fully responsible for the same. They shall Indemnify BSNL for any liability arising out of non compliance of the same.

17 Set Off:

Any sum of money due and payable to Product partner under the Agreement or otherwise shall be appropriated by BSNL and the same may be set off against any claim of BSNL for payment of a sum of money arising out of the Agreement or under any other Agreement made by Product partner with BSNL.

18. Blacklisting:

As per conditions listed below the firm may be blacklisted.

(a) Misbehaviour/threatening of departmental and supervisory officers during execution of work/tendering process.

- (b) Involvement in any sort of tender fixing.
- (c) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
- (d) Persistent and intentional violation of important conditions of contract.
- (e) Security consideration of the State i.e., any action that jeopardizes the security of the State.
- (f) Submission of false/fabricated/forged documents for consideration of a tender.

G If the product partner Failure to meet quality standards, Non-compliance with regulations, Financial problems. Fraud or misconduct and Negative publicity of the firm. In the above circumstances, initially a warning letter will be issued to the firm. If the issue is not resolved within a month's time, a Strong warning letter will be issued with 2 weeks time for resolution and thereafter blacklisting procedure will be initiated.

Blacklisting a product partner is a serious decision, and it will only be done after careful consideration of all the factors involved.

19. Submission of Proposal:-

1.

Interested and eligible Companies/Firms for empanelment Product partner Empanelment may submit their proposals along with all the requisite documents as per the EOI on any working day to EB Unit Kerala Telecom circle.

**Principal General Manager(EB),
Office of The Chief General Manager Telecom,
Door Sanchar Bhavan, BSNL, PMG Jn,
Thiruvananthapuram 695033**

Note: This policy is open ended and any company/firm which is interested and meets the eligibility conditions may submit its proposal on any working day. BSNL will examine the proposal and decide on case to case basis whether to enter into agreement or not. BSNL would, however, reserve the right of periodic review of the entire policy or any elements thereof based on its business needs.

Appendix-A

BID SECURITY FORMAT

(To be typed on Rs.200/- or as applicable non-judicial stamp paper)

To
The Chief General Manager,
BSNL, Kerala Circle,
Thiruvananthapuram.

Dear Sirs,

In accordance with your EOI enquiry No..... dated M/s.....
having its registered office at (hereinafter called the 'Bidder') wish to
participate in the said EOI for..... As an irrevocable Bank
Guarantee against Bid Guarantee for an amount of Rs.50,000/- / - valid up to.....
(up to 365 days) is required to be submitted by the Bidder as a condition preset for
participation in the said EOI, which amount is liable to be forfeited on the
happening of any contingencies mentioned in the EOI/ bid documents.

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

This guarantee shall be irrevocable and shall remain valid 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 its stamped on
this

..... Day of20 at

Designation.....

Bank's Seal.....

Attorney as per power of

Attorney No.....

Witness Signature.....

Name

Appendix-B

(To be typed on Rs.200/- or as applicable non-judicial stamp paper)

AGREEMENT

THIS AGREEMENT made on this day of , 20__ , at Thiruvananthapuram between Bharat Sanchar Nigam Limited having its Regd. Office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi – 110001 (hereinafter referred to as “BSNL”) which expression shall include its successors and assigns on the one part and

M/s_____ (hereinafter referred to as “Product Partner ”) which expression shall include its successors and assigns on the other part.

WHEREAS BSNL intends to empanel Product Partner for From Firms having Innovative Make In India [Hardware Software Ecosystem] Products supporting/assisting Telecom/Networking needs of EB Customer (on Non-Exclusive Basis)

AND WHEREAS the said Product Partner who is having all the wherewithal is hereby empanelled as **Enterprise / SME / Startup Level** Product Partner (***strike out which ever is not applicable***) to undertake all such jobs as and when assigned by BSNL on the terms and conditions as set out in this agreement.

WHEREAS both the parties to the Agreement agree to the following terms and conditions:

01. The Product Partner shall nominate the team, their name(s), address (es) and telephone nos. (Residence included) for better co-ordination.
02. The Product Partner shall make available the complete contact address of its Directors and local heads as applicable to BSNL.
03. BSNL being a service organization, many of the requirements could be of emergency nature. The agencies have to respond to such demands despite holidays/beyond office hours.
04. Mere empanelment does not confer automatic rights to a Product Partner to secure/procure jobs.
05. BSNL will not pay any extra charges related to presentation at BSNL and customer premises and training to client’s representatives for operation & maintenances.
06. The projects will involve supply, execution and O&M subcontracts. Therefore at the project proposal preparation stage itself, back up offers from the prospective subcontractors should be obtained. The needed agreements should be signed immediately on award of the contract. These agreements should clearly define the deliverables, terms, schedules, penalties, and guarantees so as to protect the BSNL’s interests.
07. BSNL shall invite sealed quotations/bids/Proposals from empanelled Product Partners for various types of projects related to Customers for finalization of the rates.

The quotation/bid/Proposal shall specify validity of the prices, delivery period, penalty, AMC etc. The rates for such project costs shall be finalized after observing all the formalities. Depending upon the requirements, order could be placed on the empanelled SIs at the finalized rates. However, before placement of Purchase Order, the prices may be negotiated taking into account the reasonableness with reference to prevailing market price.

08. For participation in Projects through open tender, in order to be competitive, standing committees can further negotiate the rates with the empanelled Product Partners.

09. It may not be possible to fix the prices of all the items as depending upon the requirement of the customers, there may be slight variations in the specifications. BSNL could negotiate the prices of such items with these selected vendors and place orders on any of the empanelled vendor at negotiated price.

10. In a situation when the customer desires to expand the existing network, the procurement of add on equipment becomes proprietary in nature. Keeping in view the requirement of the customer and the fact that ultimately the customer will be paying for the cost of equipment, the BSNL may finalize the prices of proprietary equipments after negotiations.

11. Process and Payment Terms

- i. Normally, all the offers to the customer will be in the name of BSNL and by the BSNL.
- ii. The customer will make all payments towards project cost to BSNL.
- iii. Back to back payment arrangement will be there from BSNL to Product partner for procurement, installation, configuration, commissioning, O&M of the equipment at the customer sites.
- iv. For each requirement of Customized project solution, BSNL will issue a purchase order (P.O.) to Product Partner containing details of equipment along with agreed price, terms & conditions.
- v. Payment to the Product Partner will be made in installments depending upon the payment that the BSNL will get from the Purchaser.
- vi. The AMC payment, wherever entered will be made on quarterly basis and after the expiry of quarter subject to fulfillment of Service Level Agreement (SLA) and maintenance schedule.
- vii. Depending on customer, market position, BSNL will be charging a commission on the Product Partner invoices value.

12. The terms and conditions in the EOI document No_____ shall form a part of this agreement.

13. Commencement & Duration:

- a. This agreement shall commence from the Day of , 20_ for a period of Three years up to .
- b. BSNL may extend, if deemed expedient, the period of agreement by TWO YEARS at one time depending on satisfactory performance of the empanelled Product Partner.

14. Modifications in terms: Any changes in the terms and conditions contained herein shall have effect only prospectively, and shall be valid only if recorded in writing and

signed by the authorized officers of the BSNL and the Product Partner.

15. Termination:

a. Either party may terminate this agreement by giving three months notice in writing to the other. The obligations of the parties shall continue during the notice period.

b. However, if the services of the Product Partner are not found satisfactory, BSNL shall have the right to cancel the contract at any time without assigning any reason and without any financial compensation to the Product Partner.

16. Dispute Resolution/Arbitration

If any dispute or difference of any kind whatsoever were to arise between the parties of the agreement and the dispute cannot be amicably settled within sixty days following the response of the aggrieved party, then the dispute shall be referred to Arbitration as per Arbitration and Conciliation Act, 1996 or of any statutory amendment thereto or any reenactment thereof for the time being in force. The venue of the arbitration proceeding shall be at Trivandrum or such other places as the arbitrator may decide. Any order/directions/Awards of the Arbitrator shall be final and binding on both the parties. The Arbitrator so appointed shall pass a speaking award. In case of any dispute, the Courts in Kerala alone shall have the territorial jurisdiction to adjudicate upon the matter

This will be conducted as per the provisions of the Arbitration and Conciliation (Amendment) Act, 2015 (3 of 2016) , as per guidelines issued vide BSNL Letter No. MMS/135-1/2011-12 (Pt.)/70 dated 28.12.2017 or any amendment thereof and any notification issued or rules made there under from time to time.

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

BSNL

Product Partner through its authorized representative

WITNESSES:

Appendix-C

FORMAT OF THE BANK GUARANTEE

(To be typed on Rs.200/- or as applicable non-judicial stamp paper)

Re: Bank Guarantee in respect of Agreement subsequent to letter of intent vide no dated against EOI no-dated _ between Bharat Sanchar Nigam Limited, (BSNL in short) (A Government of India Enterprise), at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane Janpath, New Delhi – 110001 (hereinafter referred to as "BSNL") and M/s , A company registered under The Companies Act, 1956 and having its Registered Office at ***(may be suitably changed in case of proprietor/ partnership Concern/LLP/ Individual)*** (hereinafter called " Product Partner ") whereby BSNL has agreed to empanel System Integrator (SI in short) for execution of Customer's Private Network on turnkey basis on the terms and conditions exclusively mentioned therein.

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

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

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

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

03. We, the Bank further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect for the period up to _ from the date of commencement of the agreement or the term of this guarantee whichever is later. But if the period of the said agreement is extended either pursuant to the provisions in the said Agreement or by mutual agreement between the System

Integrator and the BSNL, the Bank shall renew the period of the Guarantee for such period which expires 6 (six) months after the renewed period of the said agreement failing which it shall pay to the BSNL the said sum of **Rs** /- (**Rupees..... only**) on written demand by BSNL demanding the payment of the above sum.

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

05. The Bank further agrees that in case this Guarantee is required for a larger period and it is not extended by the Bank beyond the period specified above in Clause 3, the Bank shall pay to BSNL on written demand by BSNL having to demand the payment of the said sum of **Rs.** /- (**Rupees.....only**) on the last day on which the Bank Guarantee is due to expire.

06. Notwithstanding anything herein contained;

(a) The liability of the Bank under this guarantee is restricted to **Rs.....** /- (**Rs.only**) and it will remain in force for a period of **days** i.e. up to .

(b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before _ .

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

(Authorized Signature of the Bank Official)
Power of Attorney Number:

Signature of bidder

Undertaking

(To be typed on Rs.200/- or as applicable non-judicial stamp paper)

Appendix-D

Date:

To,

Dear Sir,

Ref.: Supply of _____

We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD,

dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a vendor/OEM of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority (where applicable evidence of valid certificate to be attached). We certify that we and our OEM fulfill all the requirements in this regard.

Signature of authorised official

Name:

Company seal:

Appendix-E

FORMAT OF THE NON-DISCLOSURE UNDERTAKING

(To be submitted duly notarized on non-judicial stamp paper of Rs.50/- only)

M/s _____, a company registered under Companies Act 1956/2013, having its registered office at _____

acting through Shri _____, the authorized signatory (which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) hereby declare and undertake that we shall not divulge any part of this agreement either through oral or written communication or through any mode to anyone.

We further undertake and declare that we shall be responsible for safe custody of the papers/documents including the Agreement proposed to be entered into between M/s BHARAT SANCHAR NIGAM LIMITED and ourselves. We shall ensure all necessary steps to safeguard the privacy and confidentiality of the Agreement and shall use our best endeavors to secure that no person acting on our behalf or ourselves divulge or disclose or use any part of the Agreement without the written consent of M/s BHARAT SANCHAR NIGAM LIMITED. We further declare and undertake that if we declare not to sign the above Agreement with M/s BHARAT SANCHAR NIGAM LIMITED, we shall return back the copy of

the

Agreement (in original) back to designated official acting on behalf of M/s BHARAT SANCHAR NIGAM LIMITED within one month without preserving any copy of the same, in any form, whatsoever.

We further declare and undertake to indemnify M/s BHARAT SANCHAR NIGAM LIMITED

for any loss or damage(s) caused to it by virtue of any default from our side in compliance to the aforesaid conditions.

Signed on behalf of M/s _____ by
Shri _____

(Name and Designation) authorized signatory