

**Expression of Interest (EOI) for empanelment
of Service Provider(s) to provide BSNL
branded Digital Locker Service to Indian
residents**

TABLE OF CONTENTS

Clause No.	Title	Page No.
1.	Subject	3
2.	Introduction	3
3.	About Digital Locker Managed Service	3
4.	Eligibility Conditions	4
5.	Roles and Responsibilities of DLMSP	5
6.	Roles and Responsibilities of BSNL	5
7.	Application Process for Empanelling DLMSP	6
8.	Selection Process for DLMSP	7
9.	Broad Scope of Agreement	7
10.	Agreement	8
11.	Terms and Conditions	8
Annexure A	Format for EOI Application	10
Annexure B	Bidder's Business Plan	11
Annexure C	Company profile of Bidder to be submitted	12
Appendix 1	Technical Details	14
Appendix 2	Agreement to be signed between BSNL and DLMSP	22

1. SUBJECT: Invitation of Expression of Interest (EOI) for empanelment of Service Provider(s) to provide BSNL branded Digital Locker Service to Indian residents.

2. INTRODUCTION

- a. Bharat Sanchar Nigam Limited (“BSNL”) is a leading, Government-owned, telecommunications service provider in India. It provides services for retail customers and provides business solutions to corporate and institutional customers including voice, data and value added services via wired and wireless mode.
- b. The Digital India Program is aimed at transforming India into a digitally empowered society where every Indian resident has a personal digital locker that is a part of a national digital locker eco-system. Each individual may choose a digital locker of his choice from amongst options provided by Government, public or private sector digital locker service providers.
- c. Digital lockers are a commercial opportunity as well as a national goal, and the potential market comprising 130 Crore Indian residents is very substantial.
- d. BSNL, being perfectly positioned to be the leading player in this new industry, wishes to gain first-mover advantage and market a BSNL branded digital locker to its own large customer base, as well as to the general public.
- e. BSNL Digital lockers will provide Indian residents a private space on the cloud enabling each Indian resident’s documents/certificates to be available online in his/her private space on cloud. The BSNL digital locker system will span Government issued documents as well as the locker user’s non-Government and personal digital documents.
- f. It is the stated intention of Government to establish a regulated eco-system for empanelled digital lockers provided by Government, or corporate digital locker service providers. BSNL intends that BSNL digital lockers will be empanelled as part of this eco-system whenever the national eco-system is established.
- g. BSNL therefore intends to launch a digital locker service, and this EOI invites offers from digital locker managed service provider(s) (“DLMSP”) to provide BSNL, on a non-exclusive basis, a managed service to create, operate, upgrade and manage BSNL branded digital lockers. The selected party, or parties, would offer the service after entering into an agreement with BSNL that incorporates all the terms and conditions in this EOI.
- h. With the Government’s emphasis on providing better rural access and connectivity and with mobile penetration continuing to rise, the BSNL digital locker will be extended to all Indian residents, whether urban or rural.
- i. With the government’s intent laid out in the Digital India programme, there is an emphasis to digitize all documents and records of the residents and make them available on a real-time basis. The digital locker managed service provider should align themselves to the programme and adhere to the rules and regulations laid out therein.
- j. BSNL will consider bidder(s) who are looking at partnering with BSNL in delivering digital lockers to Indian residents.

3. ABOUT DIGITAL LOCKER MANAGED SERVICE

- a. DLMSP is an entity that has developed digital locker technology and can immediately provide a digital locker system to store, access and manage electronically stored documents. Such documents may be created and stored by locker users themselves or they may be created by authorized issuers and delivered to any Indian resident’s locker using the locker system as a repository.
- b. The Digital Locker service / system shall be in compliance with the Gazette notification issued by Ministry of Electronics & Information Technology (Preservation and Retention of Information BY Intermediaries Providing Digital locker Facilities) Rules, 2016 under Information Technology Act(2000) and any further amendment rules. Digital locker service /

system shall also be in accordance with any other notifications/ guidelines/ License conditions issued by Ministry of Electronics and IT and DLA or any other concerned Govt. Agency from time to time. Empanelment shall be subject to the terms and conditions, if any, imposed / amended by the Licensing Authority from time to time.

- c. DLMSPL shall provide a managed digital locker service to BSNL wherein DLMSPL will create, supply, maintain and upgrade BSNL-branded digital lockers, with data stored on Government approved data centres. Users will access the service via web browsers and iOS / Android smart-phones. The service shall provide BSNL customers with a digital locker that shall offer commercially attractive functions and features that will meet, and preferably exceed, the technical specifications that may be imposed by the Digital Locker Authority of the Government of India (Ministry of Electronics and Information Technology) digilocker.
- d. BSNL and DLMSPL shall independently market BSNL digital lockers to existing and potential BSNL customers and to all Indian residents.
- e. Revenue share percentage payable to DLMSPL on the subscription price of BSNL Digital Locker Service shall be as follows:
 - Flat revenue share of 30% to BSNL & 70 % to DLMSPL.
 - The Intellectual Property Rights (IPR)/ Royalty payouts applicable shall be borne by the DLMSPL from its revenue share.
- f. The payment of revenue share shall be made to DLMSPL on the realized amount after the deduction of applicable statutory levies (like license fees, service tax etc.) and/or taxes applicable from time to time, on the amount billed on account of provisioning of BSNL Digital Locker Service to the customers. All such taxes/levies would be paid to the respective statutory bodies by BSNL. Levies payable on billed amount to the statutory bodies shall be calculated & deducted from the collected amount. Thereafter, revenue-sharing shall be done in the prescribed ratio.
- g. Pricing of the services shall be fixed in consultation with BSNL.
- h. The subscription charges for the first month for every customer shall be kept by BSNL and shall not be shared with the DLMSPL. This fund shall be maintained by BSNL for payment to subscribers as restitution fee, if required.
- i. There is a licensing requirement for any agency for launching the Digital Locker service commercially. BSNL shall apply for license in its name. Therefore after preliminary selection (based on eligibility and other conditions as mentioned in the EOI) of the DLMSPL by BSNL expert team the solution/ platform of the DLMSPL shall be subject to the scrutiny (refer guidelines issued by Digital Locker Authority of India) of Digital Locker Authority of India.
- j. DLMSPL shall make payment towards PBG (Rs. 2 cr.) required to be submitted for obtaining the License and also bear the expenditure towards any audit (one time, half yearly internal audit or annual) done by STQC (Standardization Testing and Quality Certification). DLMSPL shall bear any other unforeseen cost required for obtaining license or operations of the service which may be reasonably attributed to the DLMSPL. Any levis/ fines/ charges etc. in connection with the license/ regulatory compliances shall be passed on by BSNL to the DLMSPL.
- k. DLMSPL shall provide BSNL with Managerial panel for viewing and analysing reports for assessing bandwidth utilization, storage, number of customers, account usage, account creation, account modifications, account deletion patterns etc.
- l. **The Cost of EOI document is 500Rs/- and this money will be received in form of DD in favour of AO (Cash), O/o CGM (NCNGN) Circle,CTS Compound, Netaji Nagar, New Delhi-110023.**

4. ELIGIBILITY CONDITIONS

a) General

- i) The bidder shall be registered/ incorporated in India under the company's act 1956 or 2013.
- ii) The bidder shall never have been barred, blacklisted or banned from having business dealings with / by any of the Government Agency.

- iii) The Company and its parent or holding company or its Directors shall not be black listed or facing any legal enquiry in any part of the world.
- iv) The DLMSMSP can be an independent company or can be a consortium. The parties intending to be part of the consortium shall enter into the 'consortium agreement' before bidding. The 'lead bidder' shall submit the bid, subject to fulfilment of eligibility criteria by the 'consortium partners' as per 4(b)(iii). BSNL shall transact only with 'lead bidder' on successful bidding. The consortium agreement signed by and between all the consortium partners shall be submitted along with the bid/ application.

b) Financial

- i) The bidder shall be a corporate entity duly incorporated in India under the Indian companies Act, 1956 or under Indian Companies Act 2013 (Copies of MOU, Article of Association, and Certificate of Incorporation are required).
- ii) The bidder shall have a valid CST / State VAT / TIN registration certificate. (Copies of relevant tax / registration certificates to be submitted.)
- iii) The DLMSMSP or consortium shall have an average turnover of Rs 5 crore over last 2 years.

c) Operational readiness

- i) The bidder shall demonstrate its technology during the EOI evaluation.
- ii) The bidder shall have arrangements for storage of all data on a Government approved cloud.
- iii) The bidder shall - within 3 months of signing contract with BSNL, be able to implement launch BSNL branded digital locker with high-scalability (50,000 concurrent users, 200 million lockers)

5. ROLES AND RESPONSIBILITIES OF DLMSMSP

- i) The eligible DLMSMSP shall provide a managed service as is described herein.
- ii) The eligible DLMSMSP shall have the necessary technical capabilities to offer a range of features, and enable the digital locker service to offer selected features from within the capability set at the time of launch and/or to amend these features in the post launch phase according to business needs.
- iii) Please refer to Appendix 1 for the detailed list of required capabilities and features.
- iv) The following works shall be done by the bidder :
 - a) Website formation
 - b) Customer billing
 - c) Customer complaint handling
 - d) Lawful interception
- v) The DLMSMSP shall be responsible to independently market the service through conventional, digital or any other means. The cost shall be borne by DLMSMSP for its efforts.

6. ROLES AND RESPONSIBILITIES OF THE BSNL

- a) BSNL shall be responsible to provide DLMSMSP mutually agreed support necessary to enable the DLMSMSP to provide end-to-end delivery of Digital Lockers to end subscribers. This may include:
 - i) IP addresses and URLs to host the Digital Locker System. Such URLs will be registered under the domain of BSNL and the BSNL will be responsible to ensure that the domain names remain active during the time the Digital Locker managed service is in force.
 - ii) SMS gateway services to send notifications from the Digital Locker System to end subscribers.
 - iii) Access phone numbers and/or email address for a Helpdesk to provide customer support.
 - iv) In case of technical issues, DLMSMSP shall keep BSNL informed about the progress of the problem resolution.

- v) Apart from DLMSB BSNL will also market the service independently via conventional and digital media used by BSNL for promoting their other services. The cost shall be borne by BSNL for its efforts.
- vi) BSNL will allow all its end-users to access and subscribe to the Digital Locker system.
- vii) BSNL will provide the necessary hooks in their end-user portals to launch the Digital Locker system directly. Such hooks will be included in apps provided by BSNL to their end-users e.g. web-based as well as mobile apps.
- viii) BSNL will work with the DLMSB to integrate, where required, the Digital Locker system with BSNL's existing end-user portals and apps in a seamless manner to enhance the end-user experience.
- ix) BSNL shall provide access to relevant BSNL interfaces, protocols or relevant operational support systems if these are reasonably required.

7. APPLICATION PROCESS FOR EMPANELLING DLMSB

- a) Application for EOI shall be submitted by bidder fulfilling the eligibility criteria in format as specified along with the documents.
 - i) An agreement as per the terms and conditions of the EOI shall be signed with selected company (ies).
- b) DLMSB Company shall submit all below mentioned documents along with the application
 - i) Attested copy of the certificate of Incorporation.
 - ii) Articles and Memorandum of Association or partnership deed as the case may be.
 - iii) Turnover certificate from CA for average turnover over last two years i.e. 2014-15 and 2015-16.
 - iv) Copy of relevant tax certificates.
 - v) Undertaking (signed by Authorized signatory) that the DLMSB has never been barred, blacklisted or barred, blacklisted or banned from having business dealings with / by any of the Government agency / Company/ PSU.
 - vi) Undertaking (signed by Authorized signatory) that the Company and its parent or holding company or its Directors is not be black listed or facing any legal enquiry in any part of the world.
 - vii) Business plan as per clause 7©.
 - viii) Technical details of the solution as per clause 7(d).
 - ix) Certificate (signed by authorized signatory) that the data shall be stored on Government empanelled cloud storage and service provider system. Along with the certificate copy of related document from Govt. Of India (Ministry of Electronics and IT) shall also be submitted.
 - x) Clause by clause compliance of the EOI along with application format(s).
 - xi) Self-signed certification by Cloud Service Provider (CSP) that capacity is of over 250 Racks in each facility to be used by DLMSB
 - xii) Consortium agreement signed by and between all the consortium partners.
 - xiii) In case of consortium, an irrevocable undertaking shall be submitted by all consortium partners that they are jointly and severally responsible for performance of the contract and neither of them shall have option to 'exit' before termination/ expiry of the contract.
- c) Business plan for the proposed terms of agreement.
 - i) DLMSB shall provide target market segments, service area and its 'go to market' strategy.
 - ii) Subscriber rolling forecast for 5 years.
- d) The Company shall need to provide the service's Network Architecture (interface and protocols) with diagram which shall be scrutinized by competent BSNL Technical Team.

- e) Bidder shall meet all clauses of the EOI to be submitted along with the application for the EOI. Bidder must submit a clause by clause compliance to BSNL along with application.

8. SELECTION PROCESS FOR DLMSP

- a) An expert committee shall scrutinize the applications submitted by DLMSP bidders and if required, BSNL may call for follow-up action or missing information.
- b) If deemed essential by BSNL, the bidders may be called for a presentation to assess their eligibility criterion, strengths, DLMSP business plans, target segments, target services and launch road map. BSNL reserves the right to request a presentation on the company's proposal as part of the evaluation process.
- c) A Committee of experts constituted by BSNL shall assess capabilities and strengths of the bidder before finalizing the DLMSP partners.

9. Broad SCOPE OF AGREEMENT

- a) The agreement to be signed between BSNL and DLMSP, post DLMSP empanelment, shall broadly consist of below Terms & conditions. The template of agreement is available at Appendix 2.
- i) The agreement with the eligible company shall be signed for 60 months, extendable up to 10 years on mutual agreement of both the parties. The bidder shall launch BSNL branded digital locker service within 3 months of signing the agreement with BSNL.
- ii) Renewal or extension of the agreement shall be based on the performance of the DLMSP and as per prevailing policy of BSNL at that time. The performance of the company shall be a key determinant for extension.
- iii) The Operational annexure of agreement shall be provided with structure of support services offered.
- iv) Revenue share percentage payable to Selected Company on the subscription price of BSNL Digital Locker Service shall be as follows:
- v) Flat revenue share of 30% to BSNL & 70 % to Selected Company.
- vi) The Intellectual Property Rights(IPR)/ Royalty payouts applicable shall be borne by the company on 'own cost' basis.
- vii) The payment of revenue share shall be made to Selected Company on the realized amount after the deduction of applicable statutory levies (like license fees, service tax etc.) and/or taxes applicable from time to time, on the amount billed on account of provisioning of BSNL Digital Locker Service to the customers. All such taxes/levies would be paid to the respective statutory bodies by BSNL. Levies payable on billed amount to the statutory bodies would be calculated & deducted from the collected amount. Thereafter, revenue-sharing would be done in the prescribed ratio.
- viii) In view of requirement of restitution fee as per license requirements the subscription charges for the first month for every customer shall be kept by BSNL and shall not be shared with the DLMSP. This fund shall be maintained by BSNL for payment to subscribers as restitution fee, if required. **Restitution fee no exceeding the cost involved in opening a digilocker account shall be paid to subscribers for ceasing Digilocker services by BSNL.**
- b) DLMSP shall comply with, any applicable regulations issued from time to time by the Govt. of India in respect of digital lockers.
- c) DLMSP shall ensure that User Terms specify that it is the responsibility of each user to ensure that the digital content stored by users in their respective digital lockers complies with applicable Indian laws.
- d) As part of the empanelment, the DLMSP shall submit Performance Bank Guarantee (PBG) of Rs. 10 Lakhs (Ten Lakhs), valid for 6 years before signing of agreement between DLMSP and BSNL but after a formal communication by BSNL that the DLMSP is eligible for signing the agreement with BSNL. After the completion of 60 months, another bank guarantee of Rs 10 Lakhs (valid for a period of 6 years) shall be submitted by DLMSP to BSNL. A

- e) separate PBG of 2 crores valid for a period of 6 years shall be submitted for obtaining the digital locker license as and when BSNL asks for it. After the completion of 60 months, another bank guarantee of Rs 2 crores (valid for a period of 6 years) shall be submitted to BSNL.

The other details regarding this PBG of Rs. 2 crores including conditions for forfeiture, release etc. shall depend upon such conditions applicable to BSNL's PBG with DLA. These will be suitably communicated as and when such conditions are intimated by DLA.

However DLMSM shall agree to submit/ make payment towards this **back to back PBG** of Rs. 2 cr. required to be submitted for obtaining the License.

It will be in the discretion of BSNL to encash the PBG submitted by the entity / bidder, if licensing authority encashes the PBG submitted by BSNL in case of non-fulfilment of 'licensing conditions' stipulated from time to time."

- f) BSNL may, without prejudice to other rights and remedies available to BSNL,
- I. bar the DLMSM from doing business with BSNL for one year.
 - II. encash /forfeit the PBG of RS. 10 lakhs,
IF
 - i. The DLMSM fails to launch the service in reasonable time; or
 - ii. There is a sustainable loss to consumer because of digital locker service provided by DLMSM; or
 - iii. Any complaints by **Lawful Interception; or**
 - iv. Any Anti-social/Anti national activity directly related to the DLMSM; or
 - v. Any breach of terms and condition of the agreement by DLMSM.
 - III. BSNL shall recover a penalty -as levied by Digital Locker Authority / Government on DLMSM on every incident of security breach attributable to the vendor/ solution.
 - IV. The DLMSM shall be responsible for any legality/ litigation in case of security breach. In any such incident the vendor shall face the litigation on its own, any kind of financial or logistics burden shall not be shared by BSNL.
- g) **Exit clause** – "BSNL and DLMSM are eligible to move out of the agreement after giving a notice of 7 months to other party, only when if there are no dues and litigation of exiting party on other party. The exit framework however shall be governed by the license conditions."
- h) Pricing of the services shall be fixed in consultation with BSNL.

10. AGREEMENT

- a) Post selection of DLMSM as per eligibility condition in this EOI, BSNL will sign an agreement with DLMSM as per the terms and conditions of this EOI. The validity of the agreement with empanelled DLMSM shall be subject to approval of License for Digital Locker service for BSNL by DLA. The DLMSM shall support BSNL in getting all the necessary formalities done for the approval of Digital Locker License.
- b) The duration of Commercial Agreement shall be 5 years which may be extended or curtailed based on the performance of individual organization.
- c) If the DLMSM fails to fulfil their obligations expressed in this document, BSNL may black list the DLMSM without prejudice to other rights remedies available to BSNL.

11. TERMS AND CONDITIONS

- a) All costs & expenses associated with submission of application shall be borne by the Company submitting the application and BSNL shall have no liability in any manner in this

regard. BSNL reserve the right to terminate the process of short-listing for any reason whatsoever.

- b) Due diligence shall be exercised while providing information against the EOI. Unnecessary or irrelevant information will not give any advantage to the DLMSP. Only relevant and precise information should be provided. If any information provided by the DLMSP is found to be incorrect at any stage it would render his or her request liable for rejection.
- c) BSNL reserves the right to have any documents submitted by DLMSP Company included as part of the evaluation process.
- d) The application for Expression of interest in format as specified in Annexure along with all required documents shall be submitted in sealed envelopes, super scribed “Expression of interest for Digital Locker Managed Service Provider on BSNL” and addressed to the contact person indicated in this EOI. The envelope shall indicate the name and address of the Company.
- e) Application giving the details is to be made on the Company’s letter head. A copy of this EOI duly signed in all pages meaning by acceptance of all clauses be submitted along with application form.
- f) Eligible bidders that are willing to work with BSNL on non-exclusive basis may kindly send their EOI in line with the aforesaid requirements to :
Chief General Manager (NCNGN) Circle
Bharat Sanchar Nigam Limited
HC Mathur Lane, New Delhi 11 00 01
- g) Participation in this EOI does not guarantee any association with BSNL unless notified by BSNL in writing.
- h) This Agreement is non-exclusive and nothing in this Agreement will be construed to prevent either Party from entering into a similar Agreement with any other Party or to restrict such party from directly engaging in related activities.
- i) This EOI does not constitute and shall not be deemed to constitute any commitment or confirmation on part of BSNL for any empanelment or agreement with the DLMSPs.
- j) While this EOI has been prepared in good faith neither BSNL nor its employees make any representation or warranty, express or implied or accept any responsibility or liability whatsoever in respect of any statement or omission herein or the accuracy, completeness or reliability of information and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this EOI even if any loss or damage is caused by any act or omission on their part.
- k) BSNL reserves the right of rejecting any offer without assigning reasons.
- l) There is neither a business guarantee nor any commitment for funding support from BSNL to the companies entering into agreement.
- m) Any company which is interested and meets the eligibility conditions may submit its proposal on any working day.

EOI APPLICATION

Expression of Interest to provide a managed service offering BSNL branded digital lockers to Indian residents.

Notice No. _____

Date: _____

Letter of Application (on Company's letter head)

(To be submitted with EOI Application by Bidder)

To,

CGM (NCNGN),
BSNL CO,
H C Mathur Lane, New Delhi- 110001

Sub: - Application for Expression of Interest (Eol) for providing Digital Locker Managed Service with BSNL.

Sir,

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

We confirm that we agree with the instructions, terms and conditions provided in the Eol. The undersigned declare that the statement 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 reasons thereof.

Yours faithfully,

Authorized Signatory

(Name & Designation, seal of the firm)

Date:

Place:

Bidder's Business Plan

1) What is your Target Market segment?

2) Do you already have a customer base? If yes, give details.

3) Your Go-To market strategy.

4) Your estimated subscriber base for the next five years.

Company Profile of Bidder to be submitted

Date: DD/MM/YYYY

To,

CGM (NCNGN),
BSNL CO,
H C Mathur Lane, New Delhi- 110001

Subject: Expression of Interest for launching Digital Locker Managed Service in partnership with BSNL

Dear sir,

This is with reference to your advertisement inviting DLMSPs to submit EOI to launch DLMSP services. Please find below the details of my company / organization for your consideration.

1 Name of the Organization:

Website:

2 DLMSP Services:

a) What services do you plan to offer?

b) Which Service Areas?

3 Details of the Contact Person:

Name :

Address:

Telephone:

Fax:

E-Mail:

4 Year of Incorporation

5 Type of Organization

- a. Public Sector/Limited/Private Limited / Partnership / Proprietary / Society / Any other
- b. Whether 'Foreign Equity Participation (Please give name of foreign equity participant and percentage thereof)
- c. Names of Directors of the Board / Proprietors
- d. Name and address of NRI(s), if any

6 Category of the firm: Large/Medium/Small scale unit

7 Total number of employees

8 Address of the Registered Office:

9 Number of Offices with addresses (Excluding Registered Office):

India

Abroad

10 Certificate of registration in India

11 Permanent Account Number

12 Service Tax/Sales Tax /CST/State VAT/TIN registration certificate

13 Status of ISO9001/ISO27001 Certification (if any)

14 Turnover certificate from CA for average turnover over last two years i.e. 2014-2015 and 2015-16.

Appendix 1 for Expression of Interest for Digital lockers

Technical Details

1. Digital Locker System Features and Product Capabilities

The DLMSPP's Digital Locker product shall be in compliance with the Gazette notification issued by Ministry of Electronica & Information Technology (Preservation and Retention of Information BY Intermediaries Providing Digital locker Facilities) Rules, 2016 under Information Technology Act(2000) and any further amendment rules. Digital locker service / system shall also be in accordance with any other the notifications/ guidelines/ License conditions issued by Ministry of Electronics and IT and DLA or any other concerned Govt. Agency. As minimum requirement Product/ solution / system, shall have following capabilities:

1.1. General Capabilities

- 1.1.1. The Digital Locker system shall be easily customizable to have a BSNL brand and custom content for the splash page
- 1.1.2. The Digital Locker system shall be able to support multiple languages including but not limited to English, Hindi and other Indian languages
- 1.1.3. The Digital Locker system interface shall be accessible via web browsers including Internet Explorer 9 or higher, Google Chrome 38 or higher, Mozilla Firefox 35 or higher.
- 1.1.4. The Digital Locker system interface shall be accessible via mobile web browsers such as mobile Safari on iOS 6 or higher and Mobile Chrome Web browser on Android 4.0 or higher.
- 1.1.5. The Digital Locker system shall have mobile apps for the iOS 6 or higher and Android 4.0 or higher platforms and windows 7 or higher platforms.
- 1.1.6. The mobile apps shall be BSNL branded and be made available in the Google Play Store, Apple App Store and windows App store.
- 1.1.7. The functionality available through the web browser and through mobile apps shall be equivalent
- 1.1.8. The Digital locker system shall enable access through a BSNL owned URL
- 1.1.9. An audit trail of all activities shall be maintained by the system.
- 1.1.10. All access to the system shall be adhering the HTTPS protocol.

1.2. User Management and Lifecycle

- 1.2.1. The Digital Locker system shall enable users to register by providing personal details and selecting a unique username and a strong password
- 1.2.2. The Digital Locker system shall provide mechanisms for integration with BSNL's user data so that, at its choice, existing BSNL users may be invited or pre-provisioned into the locker.
- 1.2.3. The Digital Locker system shall enable the user to update their profile, their password and other details such as communication preferences.
- 1.2.4. The Digital Locker system shall enable users to refer their friends to sign up for a locker.
- 1.2.5. The Digital Locker system shall support lockers to be suspended (on non-payment or misuse of the locker). Users shall be notified of such suspension.
- 1.2.6. The Digital Locker system shall support lockers to be restored to an active state (on subsequent payment)
- 1.2.7. The Digital Locker system shall support lockers to be deleted after a fixed duration of the suspension.

1.3. Access Control

- 1.3.1. End user access to the locker shall be via a username and a password.
- 1.3.2. The user name shall be a phone number or an email address
- 1.3.3. Passwords shall enforce standard guidelines on password strength
- 1.3.4. The system shall provide the facility for 2 factor authentication (2FA) by sending a One-Time-Password (OTP) to the phone number associated with the account. The 2FA capability should be capable of being, at BSNL's discretion, made mandatory for all users, made optional per the user's choice or turned off entirely.
- 1.3.5. The Digital Locker system shall, if required, have the capability of single sign-on with BSNL authenticated applications.
- 1.3.6. The system shall provide a logout capability to terminate the session and prevent further access to that user's data without logging in again.
- 1.3.7. The system shall time-out a user session after a set amount of inactivity and prevents further access to that user's data without logging in again.
- 1.3.8. The user shall be able to securely reset their password in case they forgot it.

1.4. Locker storage and file formats

- 1.4.1. The Digital Locker system shall provide digital lockers with defined initial storage space allocated to each locker – such storage space to be expandable for any individual user who wishes to add more storage capacity to his/her digital locker.
- 1.4.2. The maximum file size shall be configurable but, at a minimum, should support 25MB file sizes.
- 1.4.3. The system shall be able to recognize and handle commonly used digital file types and formats across text files, images, audios and videos.
- 1.4.4. The system shall allow rule based restrictions of specific file types.
- 1.4.5. The system shall impose a configurable quota of size per locker. This shall be configurable both by BSNL and changeable by the user based on subscription plan.

1.5. Locker capabilities

- 1.5.1. The Digital Locker system shall allow users to add files, photos, audio and video from their devices-PC, smart phones, smart phone cameras and via email.
- 1.5.2. The system shall allow users to download or print their files.
- 1.5.3. The system shall enable users to organize, label, filter and search their files.
- 1.5.4. The system shall allow users to perform bulk operations on multiple files at once.
- 1.5.5. The system shall allow users to view their files without requiring explicit downloads and requiring additional software on their device (for all common formats such as MS Office, PDF, images, audio and video formats)
- 1.5.6. The system shall allow users to view password protected PDF files.
- 1.5.7. The system shall allow users to eSign their files with the use of Aadhaar-based eSign capabilities via a government-approved Certifying Authority.
- 1.5.8. The system shall allow users to view and verify that files have been digitally signed by issuers or esigned by a locker owner.
- 1.5.9. The system shall allow users to share (with expiration and revocation capability) parts of or entire lockers to other users.
- 1.5.10. The system shall allow users to share links (with expiration) to anyone via a variety of messaging or social networks.

1.6. Notifications and Messaging

- 1.6.1. The system shall provide BSNL branded messaging via emails or via SMS. Messaging should be for specific actions that have occurred in the locker.
- 1.6.2. The system shall provide for in-app messaging for alerts and notifications within the user experience of the locker.
- 1.6.3. The system shall provide for mobile push notifications.

1.7. Subscription and payment

- 1.7.1. The system shall allow creation of "plans" and add-ons to which the user can subscribe to. The definition and pricing of the plans and add-ons will be configurable
- 1.7.2. Users shall be allowed to update their plans and add-on choices. This will result in additional or reduced storage or other capabilities.
- 1.7.3. The system shall enable users to pay for their subscribed services using a payment method of their choice including credit card, debit cards, net banking or eWallets.
- 1.7.4. Payment received from subscribed services shall be deposited in Escrow Account (jointly controlled by BSNL & DLMSP Company).

1.8. Integrations

- 1.8.1. The system shall allow ReST based API access for specific capabilities such as depositing files to user lockers.
- 1.8.2. The system shall, if required, allow the ability to integrate with BSNL's order management system.
- 1.8.3. The system shall, if required, allow the ability to integrate with BSNL's billing management system.
- 1.8.4. The system shall, if required, allow the ability to integrate with BSNL's customer service management system.

2. Digital Locker System Security

- 2.1. The Digital Locker system shall enforce that access is via secure protocols (such as HTTPS).
- 2.2. The Digital Locker system shall enforce access to any service in the API is via authenticated and signed APIs. APIs will require a secure token passed with each request.
- 2.3. All requests from user sessions shall pass a secure authenticated user token. Users tokens are to be validated with each request.
- 2.4. The system shall ensure that any local (client side) storage is via IP locked sessions using HTTPS only cookies.
- 2.5. The system shall ensure that no user data or protected data is stored in client side cookies
- 2.6. The system shall take extra precautions to protect against hacking of "at-rest" files using additional algorithms to make at-rest files secure.
- 2.7. All file encryption shall use AES256 encryption.
- 2.8. Passwords shall not be stored in a fashion that they can be retrieved in clear-text. Under no circumstances shall the system be able to reverse an encrypted password and obtain the original form. Under no circumstances should user credentials be conveyed via email / SMS or other means.
- 2.9. Sensitive database information shall be stored in an encrypted form.
- 2.10. Web servers and application servers shall be protected via firewalls, disallow directory traversal and only required routes are exposed to public or protected networks

3. Application SLA for the DLS

The DLMSP shall agree to a SLA, the salient points of which are highlighted below:

3.1. Responsibilities

3.1.1. DLMSPP responsibilities

The DLMSPP shall:

- Ensure relevant software, services and equipment are available to the end users in line with the uptime levels listed below.
- Respond to support requests within the timescales listed below.
- Take steps to escalate and resolve issues in an appropriate, timely manner.
- Notify Customers about all scheduled maintenance.
- Maintain effective and timely communication with the BSNL.

3.1.2. BSNL responsibilities

BSNL will:

- Notify the DLMSPP of issues or problems which come to BSNL’s notice in a timely manner.

3.2. Uptime levels

To enable the end users of the BSNL to use the DLS effectively, the DLMSPP shall ensure uptime of their system and services based on the priority level defined below:

Priority level	Expected Uptime
High	99.5%
Medium	99.0%
Low	98%

3.3. Response Times

The DLMSPP shall agree to and set in place the following response times

		Issue severity (see Severity levels section, below)			
		Fatal	Severe	Medium	Minor
Item Priority	High	30 minutes	30 minutes	60 minutes	90 minutes
	Medium	60 minutes	60 minutes	90 minutes	120 minutes
	Low	90 minutes	90 minutes	120 minutes	190 minutes

3.4. Severity levels

The severity levels shown in the tables above are defined as follows:

- **Fatal:** Complete degradation — all users and critical functions affected. The service is completely unavailable.
- **Severe:** Significant degradation — many users or critical functions are affected.
- **Medium:** Limited degradation — a limited number of users or functions affected.
- **Minor:** Small degradation — few users or one user affected.

3.5. Technical Support

- **Telephone support:** 8:00 A.M. to 10:00 P.M. Monday - Saturday
- **Calls received out of office hours** shall be forwarded to a mobile phone and best efforts shall be made to answer / action the call, however there shall be a backup answer phone service
- **Email support:** Monitored 8:00 A.M. to 10:00 P.M. Monday – Saturday

- **Emails received outside of office hours** shall be collected and responded to on a best effort basis

3.6 SLA Penalty

		Issue severity (see Severity levels section, below)							
		Fatal		Severe		Medium		Minor	
Item Priority		Response time	Penalty per incident	Response time	penalty per incident	Response time	penalty per incident	Response time	penalty per incident
	High	30 minutes	5% of revenue share for delay of every 10 minutes	30 minutes	4% of revenue share for delay of every 10 minutes	60 minutes	3% of revenue share for delay of every 10 minutes	90 minutes	2% of revenue share for delay of every 10 minutes
	Medium	60 minutes	4% of revenue share for delay of every 20 minutes	60 minutes	3% of revenue share for delay of every 20 minutes	90 minutes	2% of revenue share for delay of every 20 minutes	120 minutes	1% of revenue share for delay of every 20 minutes
	Low	90 minutes	3% of revenue share for delay of every 30 minutes	90 minutes	2% of revenue share for delay of every 30 minutes	120 minutes	1% of revenue share for delay of every 30 minutes	190 minutes	0.5% of revenue share for delay of every 30 minutes

- The SLA penalty may be capped at 30% of total revenue of the bill cycle(monthly / quarterly / yearly whichever applicable)
- Revenue share considered for penalty will be monthly revenue share after removing all the deductions as mentioned in the EOI

4. Cloud Service Provider (CSP) Capabilities and SLAs

The DLMSPP shall store data on a Government approved cloud store and a service provider and public cloud system and all the related infrastructure shall be installed at any location within India. The public cloud service provider (CSP) should fulfil the following criteria:

- 4.1. Data Centre Facilities shall be currently operational in India, and DLMSPP shall provide self-signed certification by CSP that capacity is of over 250 Racks in each facility to be used by DLMSPP.
- 4.2. Data Center facilities shall be in compliance with various Acts/_notifications/ guidelines/ License conditions/ rules issued by Govt. OF India/ Ministry of Electronics and IT /DLA or any other concerned Govt. Agency in this respect.
- 4.3. The Data Centre Facility shall at a minimum have:
 - 4.3.1.Routers, Firewalls, LAN, WAN, Internet Access, and Hosting Centres, Backup, Operations Management, and Data Management
 - 4.3.2.Security & Data Privacy (Data & Network Security including Anti-Virus, Virtual Firewall, Single Sign-on, One Time Passwords, Multi Factor Authentication, SSL, DDOS Protection, Rights Management, Web Application Filter, etc.)
 - 4.3.3.Conform to at least Tier III standard, certified under TIA 942 or Uptime Institute certifications by a 3rd party
 - 4.3.4.Assured protection with security built at multiple levels
 - 4.3.5.Cloud platform should be certified for the latest version of ISO 27001 (year 2013), including ISO 27018, by a competent auditing authority

- 4.3.6. Cloud platform shall be certified for Payment Card Industry Data Security Standards Level 1 version 3.1
- 4.3.7. Reports of periodic third party inspections/audits and the certifications should be available online or shared on demand for scrutiny.
- 4.4. The cloud service provider shall be operating at least two cloud regions in India.
- 4.5. The provider shall be in the leader's quadrant of Gartner's Magic Quadrant for technologies used in the data centre including Infrastructure as a service, cloud storage service, database and hypervisor, at a minimum.
- 4.6. The proposed public cloud platform to be used by DLMSP shall be a government approved cloud service provider.
- 4.7. Provision of Primary and Disaster Recovery cloud services data centres.
- 4.8. Minimum 99.90% up time measured monthly for availability of the virtual machines at the respective Data Centre site.
- 4.9. Integrated media streaming services for on-the-fly conversion of the video content to multiple video formats required for various devices: MP4 (HTML5 Web Browser), HLS (iOS and Android), HDS (Flash/ Adobe AIR), Smooth Streaming (iOS and Windows), MPEG-DASH (Windows). This will insure consumption of video across PC (Windows/Mac), Android, iOS and Windows devices.
- 4.10. The proposed application cloud environment shall provide flexibility to scale the environment vertically and horizontally using an automated process without prior notification to the cloud provider:
 - 4.10.1. Vertically: Upscale/downscale the solution to higher configuration Virtual Machines (i.e. VMs with different combinations of CPU and Memory)
 - 4.10.2. Horizontally: Add more Virtual Machines of the same configuration to a load balanced pool.
- 4.11. The cloud data centre shall have assured protection with security built at multiple levels and 24x7 monitoring by provisioning physical security, biometric identification and close circuit monitoring.
- 4.12. The CSP shall provide IP addressing that will support: DHCP, IP address and port assignment on external (public) interfaces, dedicated VPN connectivity and the ability to map Project DNS domains to CSP services addresses enabling services, sites and applications operating in the CSP infrastructure to be viewed as URLs.
- 4.13. The service shall provide a traffic management mechanism to implement both performance and availability based load balancing for virtual Machine Instances.
- 4.14. The CSP shall provide virtual private network (VPN) connectivity from cloud environment in both Site-to-Site and Point-to-Site configurations.
- 4.15. The service provider shall provide an option of extending an MPLS to cloud.
- 4.16. The services provider's infrastructure shall be protected against DDoS
- 4.17. The solution shall provide virtual network isolation capabilities among the virtual machines must support the use of private VLANs
- 4.18. The CSP shall support network level redundancy through MPLS lines from two different service providers, alternate routing paths facilitated at ISP backbone (MPLS), redundant network devices etc. These two network service providers should not share same back end infrastructure.
- 4.19. The infrastructure elements including server, storage (including backup storage) and network of the Cloud shall provide strong tenant isolation, provide granular identity and access management capability and encryption and be logically separate from other tenants.
- 4.20. CSP shall enable encryption of data both in rest and transit
- 4.21. Conduct regular independent third party assessments of the CSP's security controls to determine the extent to which security controls are implemented correctly, operating as

intended, and producing the desired outcome. CSP shall make these reports available to customers via secure portal.

4.22. Allow penetration testing to be done by scheduling it in advance.

5. Scalability

5.1. Operational Scalability shall

- i) meet increased demands, the DLS will be able to support additional user load automatically.
- ii) The DLMSP shall constantly monitor usage and adjust the availability capacity to match user demand and endeavour to enhance capacity without affecting response times.
- iii) The DLMSP shall anticipate peak times on a daily and periodic basis and provide for additional capacity when required.

5.2. Feature Scalability

- i) The DLMSP shall collect requests for features from the BSNL as well as DLS end users and incorporate necessary features into the system to make it more usable.
- ii) The DLMSP shall provide necessary hooks to BSNL to integrate the DLS with existing BSNL applications as necessary.

6. Service Delivery Mechanism

The DLMSP shall have in place a framework for service delivery and outline a set of tools and processes to enable efficient and timely delivery of service to the BSNL its digital locker end users. The service delivery shall cover, at a minimum, the following aspects:

6.1. Customer On-boarding

6.1.1. BSNL shall be able to invite their existing customers as well as non-customers to register for the DLS.

6.1.2. End customers shall be able to self-register and provide necessary information without BSNL's intervention.

6.2. Customer Support

The DLMSP shall provide the following mechanisms of customer support:

6.2.1 Provide complete customer support and personnel conversant with the Digital Locker system to help end-users with customer support issues.

6.2.2 Email address to log issues and requests

6.1. Issue logging and tracking mechanisms

The DLMSP shall provide a tool accessible by BSNL and end customers. The status of issues and requests will be kept up-to-date by the DLMSP.

6.2. Communication channels for announcements

6.2.2. The DLMSP shall have the capability to reach out to all stakeholders or to specific stakeholders, depending upon the situation.

6.2.3. The DLMSP shall use appropriate communication channels to keep the BSNL and DLS end users informed about the status of the service, make announcements for planned downtime, provide information on problem resolutions.

7. Problem management

The DLMSP shall have a problem management process in place for

- Problem handling
- Problem detection
- Problem logging
- Problem prioritization
- Problem prevention

The DLMSP shall maintain a known error database and provide a roadmap for long-term resolution of known errors.

8. Release management and planning

8.1.2. The DLMSP shall have release management and planning processes in place to ensure quality of the DLS. The DLMSP will have sufficient capability to have separate development, QA and staging environments to be able to test and handle incidents as well as planned releases smoothly and efficiently.

8.1.3. The DLMSP shall have a published roadmap of features and will follow a periodic cycle of feature and maintenance releases.

Appendix 2**TEMPLATE AGREEMENT FOR EMPANELMENT OF SERVICE PROVIDER(S) TO PROVIDE BSNL BRANDED DIGITAL LOCKER SERVICE TO INDIAN RESIDENTS**

This agreement is signed on the _____ day of _____ 2017 by and between BHARAT SANCHAR NIGAM LIMITED, a company registered under the Companies Act 1956 having its registered office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi - 110001 acting through Shri ----- (hereinafter called "BSNL", which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives)

AND

M/s ----- a company registered under the Companies Act, 1956 having its registered office at ----- acting through Shri. ----- 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)

AND WHEREAS BSNL and ----- are hereinafter referred as 'Party A' and 'Party B', respectively and; both the parties namely, BSNL and -----are hereinafter collectively referred as 'Parties' and individually, as a "Party",

Whereas BSNL is a major telecom service provider licensed to provide all types of telecom services (basic, cellular, internet, long distance etc.) throughout the country (except cities of Delhi and Mumbai).

Whereas Party B is engaged in the ----- etc.

Whereas BSNL proposes to launch a digital locker service, in partnership with digital locker managed service provider(s) ("DLMSP"), on a non-exclusive basis, a managed service to create, operate, upgrade and manage BSNL branded digital lockers. .

Whereas the Digital Locker service / system shall be in compliance with the Gazette notification issued by Ministry of Electronics & Information Technology (Preservation and Retention of Information BY Intermediaries Providing Digital locker Facilities) Rules, 2016 under Information Technology Act(2000) and any further amendment rules. Digital locker service / system shall also be in accordance with any other notifications/ guidelines/ License conditions issued by Ministry of Electronics and IT and DLA or any other concerned Govt. Agency from time to time.

Whereas Party B has offered to provide the required technical solution & operational support and compliance to legal/ regulatory requirements for the Digital Lockers service / platform/ framework Party B has assured that they have appropriate and sufficient arrangements for infrastructure, equipment and skilled manpower and other facilities to provide the services during the currency of this agreement and have necessary technical

expertise and capabilities to provide the desired technological platform/support under this agreement (as per requirements of BSNL/ Govt. / Legal/ statutory authorities).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. This agreement including terms & conditions and Annexure I shall not be amended or modified or altered or changed in any way except in writing and duly executed by the authorized representative of each Party by mutual agreement.
2. This agreement is a confidential document. M/s----- and BSNL shall not divulge any part of this agreement either through oral or written communication or through any other mode to any third party.

IN WITNESS WHEREOF the Parties hereto have caused this agreement to be executed through their respective authorized representatives on the -----day of _____ 2017.

Signed for and on behalf of BSNL by Shri -----, -----

Signed for and on behalf of M/s-----, by -----, ---- (Name of the Authorized signatory) the Authorized Signatory.

In presence of the witnesses:

- | | |
|--------------|--------------|
| 1. Signature | 2. Signature |
| Name | Name |
| Occupation | Occupation |
| Address | Address |
| Place | Place |

TABLE OF CONTENTS

COMMERCIAL CONDITIONS

Condition 1	:	Scope of the Work
Condition 2	:	Restrictions on 'Transfer of agreement
Condition 3	:	Suspension, Revocation or Termination of agreement
Condition 4	:	Actions pursuant to Termination of agreement
Condition 5	:	Disputes Settlement
Condition 6	:	Force- Majeure
Condition 7	:	Right to inspect / Audit
Condition 8	:	Confidentiality
Condition 9	:	Indemnification
Condition 10	:	Relationship
Condition 11	:	Liability & Disclaimer of Warrenties
Condition 12	:	Intellectual Property Rights/ Copyrights
Condition 13	:	Set-off

TERMS & CONDITIONS**COMMERCIAL CONDITIONS****1. Scope of the Work**

1.1. This agreement shall be driven by the EOI no.---- dated available at Annexure I to this agreement. All the terms and conditions as mentioned in the said EOI including commercial, Financial and technical conditions shall form an integral part of this agreement.

1.2. It is specifically agreed by M/s ---- that it shall, at no point of time, use the connectivity and / or services under this agreement for unsolicited / SPAM messaging in conformity with TCCCP regulation of TRAI or any other use not explicitly permitted by BSNL. In case of failure, M/s ----- agrees to indemnify BSNL as provided herein.

1.3. Miscellaneous: Any other activity(ies) necessary for the successful implementation/ provisioning of services shall be done by M/s----- in consultation with BSNL.

2. Restrictions on 'Transfer of Agreement: M/s----- shall not assign or transfer its right in any manner whatsoever under this agreement to any other third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the agreement to any other third party either in whole or in part i.e. no sub-contracting/ partnership/ third party interest shall be created, except as permitted by BSNL, without the prior written consent of BSNL.

3. Suspension, Revocation or Termination of agreement

Refer clause 9 and clause 10 of the EOI.

4. Actions pursuant to Termination of agreement

4.1. On termination or surrender or expiry of the agreement, both parties shall ensure clearance of dues, if any, which they are liable to pay.

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

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

4.2.2. Neither Party shall intentionally nor otherwise commit any act(s) as would keep any other third Party to believe that the other Party is still the former Party's Party / agreement partner / Network provider, as the case may be.

4.2.3. Each Party shall stop using the other Party's name, trade mark, etc., in any audio or visual form.

4.2.4. The expiration or termination of the agreement for any reason whatsoever shall not effect any obligation of either Party having accrued under the agreement prior to the expiration of termination of the agreement and such expiration or

4.2.5.termination shall be without prejudice to any liabilities of either Party to the other Party existing at the date of expiration or termination of the agreement.

5. Dispute Settlement

Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy, or differences arising out of or relating to this agreement, or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60(sixty) days from the date of making of such request.

Where parties are unable to settle the disputes through conciliation, the same shall be referred to the authority in BSNL(CMD) for referral of such disputes to a sole arbitrator(chosen from the name(s) provided by BSNL), to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof, and any notification issued or rules made thereunder from time to time.

The venue of the arbitration proceeding shall be New Delhi.

6. Force- Majeure

If at any time, during the continuance of this agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of M/s-----), 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. Provided the service under this 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. The term of this Agreement shall be extended corresponding to the period of force majeure event.

7. Right to inspect/Audit

7.1. BSNL or its authorized representative / Govt. agency/ DLA etc. shall have right to inspect the sites used for extending the Service by M/s----- and in particular but not limited to, have the right to have access to leased lines, junctions, terminating interfaces, hardware/software, memories of semiconductor, magnetic and optical varieties, wired or wireless options, distribution frames, and conduct the performance test including to enter into dialogue with the digital locker solution/ system through Input/output devices or terminals. M/s----- will provide the necessary facilities for continuous monitoring of the solution/ system, as required

by BSNL or Govt. or DLA or its authorized representative(s). The inspection will ordinarily be carried out after reasonable notice except in circumstances where giving such a notice will defeat the very purpose of the inspection.

- 7.2. Wherever considered appropriate BSNL may conduct any inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of terms & conditions of the agreement by M/s----- or not. In case of such inquiry, M/s----- shall extend all reasonable technical facilities without any hindrance.
- 7.3. M/s----- are obliged to facilitate auditing of digital locker system at no cost to BSNL.

8. Confidentiality

- 8.1. Subject to conditions contained in this agreement, M/s----- and BSNL shall take all necessary steps to safeguard the privacy and confidentiality of any information about other Party and its network from which it has acquired such information by virtue of the Service provided.

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

9. Indemnification

- 9.1. M/s ----- 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:

- 9.1.1. Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, or regulator attributable to such Party as the case may be;

- 9.1.2. Any breach of the terms and conditions in this agreement by M/s-----;

- 9.1.3. Any claim of any infringement of any intellectual property right or any other right of any third party or of law by M/s----- as attributable to the Party's role in the services herein;

- 9.1.4. Any claim made by any third party arising out of the use of the services and arising in connection with interruptions or degradations of service caused.

- 9.1.5. Any breach or non performance or of any of its undertaking, warranty or obligation under this Agreement including any loss or damage or claims due to any compromise in data integrity solely contributable to the technical issues of the platform provided by M/s-----.

- 9.1.6. In case of any fraud / security breach attributable to technical capability / incapability of the Digital Locker platform.

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

10. Relationship

Each Party understands that it is an independently owned business entity and this agreement does not make it, its employees, associates or agents as employees, agents or legal representatives of the other Party for any purpose whatsoever. Neither Party has express nor implied right or authority to assume or to undertake any obligation in

respect of or on behalf of or in the name of the Other Party or to bind the Other Party in any manner. In case, any party, its employees, associates or agents hold out as employees, agents, or legal representatives of the other party, the former Party shall forthwith upon demand make good any/all loss, cost, damage including consequential loss, suffered by the other Party on this account.

11. Liability and Disclaimer of Warranties

Except as provided in this agreement, hereinabove, neither Party shall be liable to other Party nor any other virtue of termination of this agreement for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leases, capital improvements or any other commitments made by the other Party in connection with their business made in reliance upon or by virtue of this agreement.

12. INTELLECTUAL PROPERTY RIGHTS (IPR)

12.1. The Intellectual Property Rights of BSNL and M/s----- shall remain their own and this agreement shall not affect their ownership in any way unless mutually agreed upon. IPR to the service provided by M/s----- shall at all times remain the property of M/s-----.

12.2. M/s----- shall ensure that no profiling information regarding the subscribers of BSNL using these services is collected, analyzed, sold, transferred or otherwise disclosed to any third Party or utilized for the purpose of promoting the other than agreed products/ services of M/s----- and/or any third party.

12.3. M/s----- shall not use BSNL's trademarks, trade names, service marks, copyrights, patents, trade secrets, trade dress or BSNL Logos, etc. without BSNL's prior written consent.

12.4. M/s----- recognizes that subject to M/s-----'s rights in the service and the M/s----- Platform. BSNL is the sole owner of all right, title and interest in the trademark patents, copyrights, trade dress, trade secrets, operating practices/ procedures or other Intellectual Property Rights relating to services offered by BSNL, the advertising and promotional material and Customer/ Subscriber information related to the services provided by BSNL, all other items tangible or intangible, used presently or in future and the goodwill which is or which shall become attached to any of the foregoing (collectively, the "BSNL Intellectual Property").

12.5. Neither Party shall knowingly interfere nor cause any third Party to knowingly interfere with BSNL or M/s----- Intellectual Property Rights.

12.6. Notwithstanding anything contained herein, both parties indemnify and hold the other Parties harmless against any loss, liability, costs (including legal costs & expenses), fine, penalty, demands or damages arising by reasons of any claim of infringement, passing off or dilution of IPR / copyright / patent / trademark, etc. arising from provision of services under this agreement between the parties and use of same or any part thereof by BSNL or M/s----- in platform/Wallet solution service, in Telecom Network of BSNL, as the case may be to the extent provided in this agreement.

Clause 12 along with its sub-parts shall survive the termination or expiry of this agreement.

13. Set Off

Any sum of money due and payable to M/s----- under this Agreement or otherwise shall be appropriated by BSNL and the same may be set off against any other claim of

BSNL Limited Invitation of Expression of Interest – BSNL Digital Locker

BSNL for payment of a sum of money arising out of this Agreement or under any other Agreement made by M/s-----, with BSNL.

Annexure I- EOI No.-----

IN WITNESS WHEREOF, the parties have executed this agreement on the day and the year written above.

For and on behalf of BSNL

For and on behalf of M/s -----

In presence of the witnesses:

1. Signature

Name

Occupation

Address

Place

2. Signature

Name

Occupation

Address

Place