



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

EOI Reference No.: CIT/6-1/2018/EOI Live Web cast

16th February, 2018

Sub: Invitation of proposal for Providing Live Web Cast Services in BSNL.

Security Deposit	Rs. 5,000/- (Rupees Five Thousand only)
EOI Publish Date	16th February , 2018
Last Date and Time for Submission of proposal	on or before 12th March, 2018 by 1500 Hrs.
Address for submission of proposal	AGM (CIT-III) ,Work Station 8001 Corporate IT Cell, O/o GM(CIT), Bharat Sanchar Bhawan H.C Mathur Lane, Janpath, New Delhi- 110001. Tel.: 011-23328883, Mob. 9868528182
Venue, Date and time of opening of Technical Bids	Room No. 716, Bharat Sanchar Bhawan H.C Mathur Lane, Janpath, New Delhi-110001 Date: 12th March , 2018 at 1530 Hrs
Contact details for any clarifications/ suggestion/feedback	1) Sh. Vijay Kumar Deputy Manager (CIT) Tel.: 011-237117711 Mob. 09463600601 Email: vijay.kumar.co@bsnl.co.in 2) Sh. Ankit Goel Assistant Manager (CIT-III) Tel.: 011-23711771 Mob.: 9868123646 Email: ankit87goel@gmail.com

Regd. & Corporate Office, Bharat Sanchar Bhawan, H.C mathur Lane, Janpath,
New Delhi-110001.

Corporate Identity No.(CIN): U74899DL2000GOI107739
www.bsnl.co.in

EXPRESSION OF INTEREST FOR LIVE WEB CAST SERVICES IN BSNL

Part-'A'

1. Introduction:

BSNL is a government owned leading Telecommunication Service Provider in India. It provides services for retail customers and offers business solutions for corporate customers, including voice, data and other value-added telecommunications services both on wire-line and wire-less.

To leverage this position, BSNL conducts high profile meetings at Delhi and at times, it is required to percolate the message of the meeting effectively to all its employees or stakeholders. For this, a live webcast of the meeting is required. Through this Expression of Interest, BSNL intends to engage a service provider for live webcast of high profile events in BSNL.

2. General Terms and Conditions:

- i. The proposal document may be downloaded from the BSNL website (www.bsnl.co.in) from the following link i.e http://tender.bsnl.co.in/bsnltenders/bsnltender/tender_live_view_main.jsp from 16th February, 2018.

www.bsnl.co.in → Tenders → On BSNL Portal → Business Opportunity

- ii. The proposal shall be Single Stage submission. Each service provider shall submit the proposal in two separate sealed envelopes. Envelope No. 1 will contain Part 'A' of EOI, Undertaking along with security deposit demand draft (Please mark the envelope as "No. 1 – Technical Bid"), Envelope No. 2 will contain only Price Schedule i.e Annexure I (Please mark the Envelope as "No.2 – Financial Bid"). Both the sealed envelopes bearing No. 1 and 2 are to be kept in one separate envelope.
- iii. The sealed proposal duly super scribed, "Proposal for Live Webcast Services in BSNL" should be addressed to AGM(CIT-III), BSNL C.O, New Delhi and sent at the address given below either by registered post/speed post/or by hand so as to reach on or before 12th March, 2018 by 1500 Hrs.

Address:

AGM (CIT-III)

Corporate IT Cell,

Work Station 8001,

Bharat Sanchar Bhawan

H.C Mathur Lane, Janpath,

New Delhi- 110001.

Tel.: 011-23328883, Mob. 9868528182.

- iv. Each and every page of this proposal is to be signed and stamped by authorised signatory and the same should be kept in envelope No.1 as their unconditional acceptance to the terms and conditions prescribed by the BSNL. Details/supporting documents wherever applicable, if attached with the proposal should also be duly signed and stamped by the authorised signatory.
- v. The Technical Bid shall be opened on 12th, March, 2018 at 1530 Hrs in the Room No. 716, Bharat Sanchar Bhawan, H.C Mathur Lane, Janpath, New Delhi-110001 in the presence of authorised person of the applicants, who wish to be present. No separate communication will be sent in this regard. In the event of due date being a close holiday or declared Holiday for Central Government offices, the due date for opening of the bids will be the following working day at the same time and venue.

- vi. Correction and overwriting may be avoided. Every corrections and overwriting must be authenticated with full signature of the authorised signatory, otherwise the proposal is liable to be rejected.
- vii. The proposal received after the stipulated date and time shall not be entertained. The BSNL shall not be liable for any postal delays whatsoever and the proposal received after the stipulated date and time is liable to be rejected summarily without giving any reason.
- viii. The quoted amount submitted by applicant in the Price schedule are to be mentioned both in figures as well as in words. In case of any discrepancy, amount in words will be considered as correct and will be taken for evaluation.
- ix. At any time prior to the last date of receipt of the offers, BSNL may for any reason whether at its own initiative or in response to a clarification requested by the Service Provider modify this document and all formats including Annexures by issuing clarification and/or amendment. In order to provide the Service Providers reasonable time to take the amendment into account in preparing their offers, BSNL may, at its sole discretion, extend the last date for receipt of offers and or make other changes in the requirement set out in this document.
- x. The Servicer Provider shall be responsible for any legality/ litigation in case of security breach. In any such incident the service provider shall face the litigation on its own, any kind of financial or logistics burden shall not be shared by BSNL.
- xi. If any information provided by the Servicer Provider is found to be incorrect at any stage it would render his or her proposal liable for rejection and forfeiture of Security Deposit/PBG.
- xii. BSNL reserves the right to cancel the EOI at any stage or to cancel / reject any one or more proposal without incurring any liability.

3. Eligibility Conditions:

The following eligibility criterion shall be met by the service provider who intend to participate in this proposal:-

- i. The applicant company shall be a corporate entity duly incorporated in India under the Indian companies Act, 1956 or under Indian Companies Act 2013.
- ii. The applicant company should not have been barred, blacklisted or banned from having business dealing with/by any of the Government Agency.
- iii. The applicant company shall have a valid PAN registration certificate.
- iv. The applicant company shall have a valid GST registration certificate.
- v. The applicant company shall have at least five distinct clients, out of which minimum one should be Central Government/State Government/Public Sector Undertaking/Autonomous bodies/Statutory Bodies to whom webcasting services have been provided during the period of F.Y 2015-16 to F.Y 2017-18.

4. Scope of Work:

(a) General:

- i. The service provider shall provide live HD webcast service for high profile events in BSNL, New Delhi. The successful service provider shall be engaged for a period of 2 years starting from the date of issue of agreement.

- ii. Normally, BSNL shall inform the service provider about the event at least 3 calendar days in advance. In case of special conditions, service provider should be able to provide services even in case of short notice of just 1 day before the event. A work order for each event shall be given by BSNL as per agreement.
- iii. It is expected that around 10 days of web cast service will be required during the contract period. However, BSNL reserves the right to increase or decrease the number of days by 2 days of the services specified in the EOI without any change in the unit price or other terms and conditions during the period of contract. Normally, the duration of web cast will be up to 10 hours per day. The performance of the service provider shall be reviewed time to time during the contract period and BSNL reserves the right to terminate the agreement at any time.
- iv. The contract may be extended by BSNL for a further period of 1 year (for upto 5 days of live webcast) with mutual consent on same rates and terms & conditions subject to the satisfactorily performance during the contract period by giving one week notice in writing, subject to its acceptance by the service provider.

(b) Technical:

Responsibility of Service Provider shall be (but not limited to) following:

- i. Provide live HD webcast service with adaptive bit rate.
- ii. Provide audio-visual equipment as may be required including: 2 Professional HD Camera with tele-lens(if required) to support long zoom-in (on speakers or participants), tripod, electricity extension (as required), HD Audio-Video Recorder, Video switcher, hardware Encoders or any other item required to webcast the event.
- iii. Stream delivery should be through global CDN server with edge locations in India.
- iv. The service provider should shoot the event in High Definition.
- v. HLS (HTTP Live Streaming Protocol) on laptops, desktops, tablets & mobile devices (on all platforms) in the following resolutions – 180p, 280p, 360p, 480p, 720p.
- vi. Integration of power point presentation, audio video clippings with the camera feeds as may be required simultaneously.
- vii. Overlay Graphics – logo, speaker names/designations (Aston Band), supers overlay.
- viii. IFRAME Code should be made available for embedding on the websites at least 24 hours before the event. IFRAME Code to be compatible on all HLS capable platforms/ devices (Windows, Linux, MAC, smart phones and tablets).
- ix. Professional camera persons along with professional technical team to operate various technical equipment involved at different stages.
- x. A dedicated team member should be available before and during the event to coordinate.
- xi. Dry run should be done one day prior to event or as required.
- xii. Live webcast recording in high definition should be provided within 3 days after the event in form of DVD's (5 copies).
- xiii. The service provider will set up a Google Analytics account and share its access with BSNL to view Google Analytics report to view detailed report of the event.
- xiv. Service provider has to give undertaking / take responsibility of keeping the data secret and ensure that all measures are taken to maintain the secrecy and avoid any possibility of data leakage.
- xv. The service provider would make its own arrangement for installation of various equipment & manpower required for webcasting.
- xvi. The provided stream should be restricted to BSNL domain only.

5. BSNL Responsibility:

BSNL shall only be responsible for providing the following infrastructure for conducting the event:

- i. Uninterrupted Power supply.
- ii. Internet connectivity of required bandwidth.
- iii. Audio feed.

6. Security Deposit:

- i. The Service Provider shall furnish the proposal Security Deposit of Rs. 5,000/- (Rupees Five Thousand only) in the form of Demand Draft drawn in favour of "AO (Cash), BSNL, C.O. New Delhi" and payable at "New Delhi" only.
- ii. Proposal received without the prescribed Security Deposit shall not be entertained and shall be rejected summarily.
- iii. The Security Deposit of all the unsuccessful applicants will be refunded normally within 30 days of selection of successful applicant. The Security Deposit of the successful bidder will be refunded after signing of the agreement with successful service provider. The refund of Security Deposit will be without any interest/Bank commission/collection charges.

6.1 Forfeiture of Security Deposit:

The security deposit of the applicant shall be liable to be forfeited in the following circumstances:-

- i. Withdrawal of the offer at any stage;
- ii. Non-submission of the PBG / signing of the agreement by the successful service provider
- iii. Any other justified reasons e.g. misleading or wrong information or fake documents in the proposal, violation of the terms and conditions of this document, involvement in forming ring / cartel, submission of multiple bids in different names etc.

7. Evaluation Criteria:

- i. The evaluation shall be done in two stages. (a) Technical and (b) Financial.
- ii. Financial Evaluation shall only be done on the total cost for the indicated quantities quoted by the technically qualified services provider as per price schedule available at Annexure-I.
- iii. Financial proposal of only technically qualified service provider will be opened.

8. Performance Bank Guarantee (PBG)

The successful service provider to whom the contract is awarded shall furnish the Performance Guarantee of Rs. 50,000/- (Rupees Fifty Thousand Only) in one of the following ways:

- i. Demand Draft/Banker's Cheque drawn in favour of "AO (Cash), BSNL, C.O. New Delhi" and payable at "New Delhi".
- ii. Bank Guarantee from the scheduled bank as per proforma available at Annexure III drawn in favour of DGM (CIT), Bharat Sanchar Nigam Limited, Corporate Office, New Delhi which should be valid for the entire duration of the contract plus three months beyond the contract period.

Note: The Performance Bank Guarantee will be furnished within the stipulated period failing which security deposit will be forfeited and agreement will not be signed.

8.1 Forfeiture of PBG:

- i. The Service Provider does not execute the work after issuing of work order for a particular event.

- ii. Any justified reason(s) which come to the notice of BSNL during the period of contract e.g. misleading or wrong information or fake documents, violation of the terms and conditions of this document, involvement in forming ring / cartel, submission of multiple bids in different names etc.
- iii. Any breach of terms and condition of the agreement by Service Provider.

9. Documents to be submitted:

In response to this EOI, the service provider shall submit the following documents signed by Authorized Signatory:

- i) Security deposit as per clause 6.0
- ii) Copy of Certificate of Incorporation, if applicable.
- iii) Copy of Article of Memorandum of Association or partnership deed as the case may be, if applicable.
- iv) Copy of valid PAN / PAN registration certificate.
- v) Copy of valid GST / GST registration certificate.
- vi) Original Certificate from Board/ Management in favour of authorised signatory for signing the Expression of Interest (EOI) and all other documents which becomes part of the offer for providing Live Web Cast Services in BSNL.
- vii) Undertaking as per Annexure IV.
- viii) Technical details of the solution with process flow of the event including how the webcast service will be delivered and analytics report will be generated.
- ix) Copies of work orders/ PO/ client certificate to establish that the service provider has provided webcast services as required under Clause 3.
- x) Price Schedule in sealed separate envelope as per 2 (ii).
- xi) The authorised signatory of service provider must sign and stamp all pages of this document as a token of acceptance of the terms and conditions of the EOI. Also all other documents submitted as part of the offer should also be signed and stamped.

10. Payment Terms

100 % Payment shall be released on the basis of completion of following:

- i. Successful webcast of the event.
- ii. Handing over the recording of complete event in the form of DVDs (5 copies).
- iii. Handing over of the Google traffic analytic report along with total session's details.
- iv. Submission of invoices in original and duplicate.

11. Penalty

- a) Penalty will be charged (imposed) proportionately on the percentage of total event hours by which the webcast is delayed/interrupted as detailed below.
 - i) If event webcast is delayed/ interrupted upto 20% of total event duration hours than penalty amounting to 40% of event cost will be imposed.
 - ii) If event webcast is delayed/ interrupted from 20% to 50% of total event duration hours than penalty amounting to 60% of event cost will be imposed.
 - iii) If event webcast is delayed/ interrupted beyond 50% of total event duration hours than penalty amounting to total event cost will be imposed.

12. Signing of Agreement:

BSNL shall sign an agreement with the selected service provider as per the indicative draft of the agreement available at Annexure-II of this document. The terms and conditions defined in this document shall form an integral part of the agreement.

13. Termination of Agreement

- i. Without prejudice to any other provision for termination in this Agreement, BSNL shall be entitled to forthwith terminate this Agreement, without any liability to BSNL, by providing notice in writing to the Servicer Provider of this Agreement upon the occurrence of any of the following events:
 - (a) If the Service Provider commits any breach of any of the terms and conditions of this Agreement and in case such breach is capable of being remedied, the Service Provider fails to remedy the same within thirty (30) days after receipt of a notice in writing from BSNL giving full particulars of the breach and requiring it to be remedied; or
 - (b) If the Servicer Provider commits breach of any of the terms and conditions of this Agreement and if such breach is not capable of being remedied; or
 - (c) If Servicer Provider is found involved in fraud or other illegal or unethical activities in relation to any subject matter associated with this Agreement; or
 - (d) If Servicer Provider is found in breach of Intellectual Property Rights/ Confidentiality/ Data security obligations or for any other act of wilful misconduct attributable to Service Provider.
- ii. BSNL may, without prejudice to other rights and remedies available to BSNL, terminate the agreement and bar the service provider from doing business with BSNL for one year in the following circumstances:
 - a) Any complaints by Lawful Interception; or
 - b) Any Anti-social/Anti national activity directly related to the service provider; or
 - c) Any breach of terms and condition of the agreement by Service provider.

14. General instructions to Service Provider:

Service provider's team should reach venue well in advance. The testing of the equipment on site and a trial run must be completed in advance. They should make the equipment's and set-up ready before commencement of webcast. Webcasting should start sharp at the scheduled time. Any delay in this regard may attract penalty to the service provider as per clause 11.

- i. Service provider shall be ready to provide web casting services on Saturdays, Sundays and public holidays, if required.
- ii. The Servicer Provider shall bear all cost associated with the preparation and submission of its response to this document including cost of demo/presentation for the purpose of clarification of the offer if so desired by BSNL. BSNL will in no case be responsible for these costs regardless of the conduct or outcome of the above process.
- iii. While this document 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 document even if any loss or damage is caused by any act or omission on their part. Service Providers who are willing to work with BSNL terms and conditions mentioned in this document may kindly send their proposal in line with the aforesaid requirements to

Assistant General Manager (CIT-III)
Bharat Sanchar Nigam Limited,
CIT Cell, Bharat Sanchar Bhavan,
HC Mathur Lane, Janpath, New Delhi - 110001.

Price Schedule

S. No.	Description/Particulars	Rate (A)	Indicative Quantity (B)	Amount (C) C=A*B	Tax Rate in % (D)	Tax in Rs. (E) E=C*D	Amount (incl. of taxes) (F) F=E+C	SAC Code
1	Price quote for webcast of events (upto 8 hours duration) as per the defined scope on per day basis with upto 7500 sessions per day as per google analytics report.		2					
2	Price quote for additional 4 hours of webcast in case the event is continued for more than 8 hours a day (with total 7500 sessions for total event duration)		2					
3	Price quote for additional session, if total sessions exceed the per day limit of 7500 sessions .(i.e. rate per additional session)		10000					
Total Amount Quoted in INR (Inclusive of all taxes)								
Total Amount Quoted in INR in words (Inclusive of Tax)								

Note: - Number of session will be as per google analytics report.

Financial evaluation criteria:

The financial evaluation shall be done on the basis of total amount as quoted by the bidder in the above table for the indicative quantities for each item as mentioned above.

Quoted amount submitted in the Price schedule are to be mentioned both in figures as well as in words. In case of any discrepancy amount in words will be considered as correct and will be taken for evaluation.

(Signature of Authorized Signatory)

Name.....

Official Seal

UNDERTAKING

Annexure-II

To,

The AGM (CIT-III)
W.S No. 8001,
Bharat Sanchar Bhawan
Janpath, New Delhi-110001.

Sub: Proposal for providing Live Web Cast Service in BSNL.

Sir,

This is with reference to your EOI no: _____ seeking proposals for providing Live Web Cast Service in BSNL due to be opened on _____. We are interested to participate in this EOI for providing live webcast service in BSNL. We declare that:-

- i) We have read and understood all the terms and conditions given in the EOI Document and we accept and agree to comply with all of them.
- ii) We are fulfilling all the requirements mentioned in the EOI document.
- iii) We have never been barred, blacklisted or banned from having business dealings with / by any of the Central Government/State Government/Public Sector Undertaking/Autonomous bodies/Statutory Bodies.
- iv) No addition/deletion/corrections have been made in the downloaded EOI document being submitted and it is identical to the EOI document appearing on the BSNL website.
- v) In support of this Proposal, all the documents/information furnished by us are true and correct to the best of our knowledge and belief. If at any stage, the information / documents are found to be false, misleading or incorrect then this Proposal/Work order shall be cancelled at our cost and risk and we shall indemnify the BSNL for the loss caused due to the cancellation and we shall be liable for penal / legal action including black listing.
- vi) We understand that BSNL reserves the right to cancel the EOI at any stage or to cancel / reject any one or more proposal without incurring any liability.
- vii) We have signed and stamped all the pages of the EOI along with all the relevant documents furnished by us.

(Signature of the Authorised Signatory)

Printed Name Designation

Official seal/ stamp

Date:

(To be typed on Rs.100/- non-judicial stamp paper)

Dated:.....

Sub: Performance Bank Guarantee.

Whereas BSNL CO, Delhi R/o (hereafter referred to as BSNL) has issued a letter No. Dated/...../2018 awarding the work of.....to M/s..... R/o..... (hereafter referred to as "Service Provider") and BSNL has asked him to submit a performance guarantee in favour ofBSNL CO, Delhi of Rs...../- (hereafter referred to as "P.G. Amount") valid up to/...../(hereafter referred to as "Validity Date")

Now at the request of the Service Provider, WeBankBranch having (Address) and Regd. Office address as.....(Hereinafter called "the Bank") agreed to give this guarantee as hereinafter contained:

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the service Provider 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 limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Service Provider 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 Bidder 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 Service Provider and BSNL regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. 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 Service Provider and to forebear 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 Service Provider or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Service Provider 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.
6. Notwithstanding anything herein contained
 - a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
 - 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 its validity date.

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "A.O (Cash) BSNL C.O" payable at New Delhi.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

Annexure IV

TEMPLATE OF AGREEMENT FOR PROVIDING LIVE WEB CAST SERVICES IN BSNL

This agreement is signed on the _____ day of _____ 2018 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) and invited proposal of engaging the Service Provider for Live Web Cast services for BSNL

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

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.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. This agreement including terms & conditions and Annexures 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. All the terms and conditions of this EOI no. ----- shall be binding on both the parties and form an integral part of this agreement.
3. 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 _____ 2018.

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

Name

Occupation

Address

Place

2. Signature

Name

Occupation

Address

Place

TERMS & CONDITIONS OF THE AGREEMENT

1. This agreement shall be driven by the BSNL offer (Reference no. CIT/6-1/2018/EOI Live webcast dated 16th February, 2018). All the terms and conditions as mentioned in the said offer shall form an integral part of this agreement.
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 use not explicitly permitted by BSNL. In case of failure, M/s ----- agrees to indemnify BSNL as provided herein.
3. **Miscellaneous:** Any other activity (ies) necessary for the successful implementation/ provisioning of services shall be done by M/s..... in consultation with BSNL.
4. **Restrictions on 'Transfer of Agreement:** M/sshall 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.
5. **Suspension, Revocation or Termination of agreement**
Refer clause 13 of the BSNL offer (Reference no. CIT/6-1/2018/EOI Live webcast dated 16th February, 2018).
6. **Actions pursuant to Termination of agreement**
 - 6.1 On termination or surrender or expiry of the agreement, both parties shall ensure clearance of dues, if any, which they are liable to pay.
 - 6.2 Notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement:
 - 6.2.1 Neither Party shall represent the Other Party in any of its dealings.
 - 6.2.2 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 agreement partner/Network provider, as the case may be.
 - 6.2.3 Each Party shall stop using the other Party's name, trade mark, etc., in any audio or visual form.
 - 6.2.4 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 or termination of the agreement and such expiration or termination shall be without prejudice to any liabilities of either Party to the other Party existing at the date of expiration or termination of the agreement.
7. **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 there upon 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.

8. 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.

9. Confidentiality

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.

10. Indemnification

10.1.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:

10.1.1. 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;

- 10.1.2. Any breach of the terms and conditions in this agreement by M/s-----;
- 10.1.3. 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;
- 10.1.4. 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.
- 10.1.5. 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-----.
- 10.1.6. In case of any fraud / security breach attributable to technical capability / incapability of the solution.

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

11. 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.

12. 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.

13. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 13.1. 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-----.
- 13.2. 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.
- 13.3. 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").

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

13.5. 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 13 along with its sub-parts shall survive the termination or expiry of this agreement.

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

EOI Document (Reference no. CIT/6-1/2018/EOI Live webcast dated 16th February, 2018)

All the terms and conditions of the EOI document as referred above form an integral part of this agreement and are binding upon both the parties.

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