

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
Bharat Sanchar Bhawan, HC Mathur Lane,
Janpath, New Delhi- 110001

No: BSNLCO-RPC/11(16)/1/2020-O/o PGM (RPC)-BSNL-CO

Dated: 28/08/2020

Sub: Invitation of Expression of Interest (Eoi) for the Selection of Satellite Business Partners for providing, marketing and selling of additional/add-on services using Global Satellite Phone Services (GSPS) Gateway of BSNL

This Eoi contain 22 pages. Please find enclosed the document in respect of above mentioned EOI which contains the following.

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If interested, kindly submit your offers to work with BSNL on non-exclusive basis and send your EOI in line with the aforesaid requirements to: **GM (Radio), Room No. 04, IR Hall, eastern Court, Janpath, New Delhi 110001.**

Regd. Off.: BSNL, Bharat Sanchar Bhawan, Harish Chandra Mathur Lane Janpath,
New Delhi -110 001. Web: www.bsnl.co.in

Section- 1

DETAILED NOTICE INVITING EXPRESSION OF INTEREST (EOI) FOR SELECTION OF SATELLITE BUSINESS PARTNERS FOR PROVIDING, MARKETING AND SELLING OF ADDITIONAL/ADD-ON SERVICES USING GLOBAL SATELLITE PHONE SERVICES (GSPS) GATEWAY OF BSNL

On behalf of Chairman and Managing Director (CMD), Bharat Sanchar Nigam Limited New Delhi, sealed EOI is invited from Companies for empanelment of Satellite Business Partners (SBPs) of BSNL, **on non-exclusive basis**, for providing, marketing and selling of Additional/add-on services using global satellite phone services (GSPS) Gateway of BSNL

1. **Objective:** BSNL has already launched GSPS Services on PAN India basis w.e.f. 24.05.2017. In order to expanding the additional services like M2M communication, Maritime connectivity etc., BSNL wish to empanel SBPs who will provide necessary hardware and software for these services, market and sell the services to end users and provide after sales support. Acting as a SBP, will entail to the following:
 - a) Supply of end user devices from OEM or Manufacturing of the end user devices in India under CKD / SKD model after obtaining necessary regulatory approvals/permissions and supply of the same to customers,
 - b) Development of necessary Software(s) etc., if required, for providing any value-added services.
 - c) Making investment towards all expenditure required for procurement of end user equipment from OEM and Import of the end user equipment (if required) or manufacturing the end user device(s) in India,
 - d) Setting up of call centre(s) / operation centre(s) in India,
 - e) Marketing and selling the services,
 - f) Providing after sales support & services to the end customers,
 - g) Assisting BSNL in billing and its realisation.
2. **Purchase of EOI Document:** The Eoi document shall be available for downloading from BSNL website (<https://www.bsnl.co.in>) from date of issue of Eoi.
3. **Cost of Eoi Document:** The bidder is required to pay Rs.10,000/- (Rupees Ten thousand Only) towards cost of the Eoi bid document at the time of submission of bid, in the form of crossed demand draft, drawn on any scheduled / Nationalised bank in New Delhi, in favour of 'Accounts Officer (Cash), O/o BSNL Corporate Office, New Delhi, which shall be non-refundable.
4. **Eligibility Criteria:**
 - 4.1 The following criteria shall be met by the prospective bidder to participate in this EOI and only those bidders who qualify with the following conditions / criteria may be considered for empanelment:-
 - a. The Bidder shall be a company registered/incorporated in India under the Indian Companies Act 1956 / 2013.
 - b. The bidder shall have MoU with any OEM for supplying and providing after maintenance support for the end user equipment proposed to be supplied by the bidder. The MOU shall be valid for a minimum period of five years.

OR

The bidder shall have MoU with any OEM for providing technology / knowhow for manufacturing the end user devices in India and for providing maintenance support to the equipment. The MOU shall be valid for a minimum period of five years.

- c. The OEM of the bidder shall be a manufacturer of satellite based user equipment for any MSS Service operator. However, the end user equipment proposed to be supplied shall be compatible with BSNL's GSPS Gateway.
- d. The Bidder shall have minimum 1 (one) years' experience of providing and marketing satellite based communication services which may include GSPS/Inmarsat Services or any other satellite Phone Services or VSAT based satellite communication services. However, the start-up companies, who are manufacturing the end user equipment in India, are exempted from the experience criteria.
- e. The bidder shall have a minimum annual turnover of Rs. One Crore during the last financial year 2018-19. Certified Copy of Audited Balance Sheet shall be attached in the bid. However, the start-up companies, who are manufacturing the end user equipment in India, are exempted from the turnover criteria.

Note-1: The financial eligibility of Bidder Company or its parent company or holding company of the Parent company shall also be considered.

- f. The Bidder shall have at least one Customer Support / Repair Centre in India or the bidder shall setup the same within six months of the empanelment by BSNL.
- g. The Bidder shall have the necessary resources (manpower and infrastructure) to undertake the manufacturing, market & sell the services and provide support including Annual Maintenance Contract (AMC) to end users. The bidder shall provide these details in his business plan.
- h. The bidder shall have valid PAN issued by Income Tax Department.
- i. The bidder shall have valid Goods and Service Tax (GST) registration number.
- j. The Bidder shall submit a proposal/business plan and other credentials for selling of the GSPS/Inmarsat services into markets where the bidder considers there will be demand for such services.

5. Date & Time of Submission of EOI bid: The EOI is open till further intimation.

6. Processing of EOI Bids Received: Application as per EOI shall be submitted by an applicant in format as in Annexure-VII as specified for empanelment with BSNL by those companies who fulfill all the eligibility criteria's along with the various documents. The bids received from the prospective bidders will be processed on case to case basis and an expert committee will scrutinize the application submitted by the prospective applicants and if required, BSNL may call for follow-up action or completing missing information/information's if any. Decision of the BSNL in the matters of empanelment will be final. BSNL reserve the rights to reject EOI bid received without assigning any reason.

7. Other Instructions to Bidder:

- a) The bidder shall either have valid Dealers Possession License (DPL) issued by WPC, Department of Telecommunications, Govt. of India for end user terminals or shall obtain the DPL from WPC with three months of empanelment by BSNL.
 - b) The solution proposed by the bidder shall be validated/ tested by BSNL team before empanelment. However, in case the solution of the bidder is already validated / tested by BSNL, same will be considered against this EOI.
 - c) The bidder shall obtain necessary approval(s) from concerned authorities of Government for manufacturing the end user devices in India.
 - d) In case of foreign collaboration, approval of RBI, if required, will have to be taken by the bidder.
 - e) The entire funds will be invested by the partner for procurement of end user equipment from OEM and Import of the end user equipment (if required) or manufacturing the end user device(s) in India and providing service. BSNL will not invest any fund for these activities.
 - f) The tariff for the services will be finalised by BSNL in consultation with the bidder, however, the decision of BSNL shall be final.
 - g) The bidder shall also be responsible for getting LI testing done in coordination with BSNL and obtain other clearance(s) required from concerned authorities for provisioning of the services.
 - h) BSNL will raise bills to the end users, however, the bidder shall provide necessary support or billing software to BSNL free of cost, if required.
 - i) BSNL may provide space to the SBP for setting up of call centre / repair centre etc. on payment basis.
 - j) There will be revenue sharing arrangement between BSNL and the partner. The tariff and commission structure will be finalised by BSNL in consultation with the SBP and based on the business plan of the SBP.
8. In case of selection for empanelment, the bidder shall sign Non Discloser Agreement (NDA) and Commercial Agreement for providing the additional/add-on services with BSNL. The empanelled partner shall also be required to submit Empanelment Bank Guarantee (EBG) of Rs. 10 Lakh to BSNL as per format given in **Section-5A**, 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". or
 - ii) Bank Guarantee from a Nationalised / Scheduled Bank drawn in favour of BSNL which should be valid for **three years** from the date of empanelment. The EBG will be renewed periodically afterwards, within one month before expiry of the submitted EBG, for another three years.
9. CMD, BSNL reserves the right to accept or reject any or all EOI bids without assigning any reason.
10. The Bidder shall furnish a declaration under his signature that no addition / deletion / corrections have been made in the downloaded EOI document being submitted and it is identical to the EOI document appearing on BSNL website www.bsnl.co.in. In case of any

correction/addition/alteration/omission in the EOI document, the EOI bid shall be treated as non-responsive and shall be rejected summarily.

- 11. The bidder shall submit his bid complying all eligibility conditions, other terms and conditions of Eol document to be read along with the clarifications and amendments, if any, issued in this respect. All the documents submitted must be attested by the authorized person. General Power of Attorney in the name of authorised person should be submitted along with the bid.**

Note 2: All documents submitted in the bid offer shall be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the Bidder shall attach an English translation of the same duly attested by the Bidder & the translator to be true copy in addition to the relevant certificate.

Note 3: The following documents are to be submitted by the bidder:

Sl.	Name of document	Details
1.	Certificate of Incorporation / registration of company	
2.	Memorandum of Associations	
3.	Audited balance Sheet of previous year (if applicable)	
4.	Documents in support of experience of providing and marketing satellite based communication services which may include GSPS/Inmarsat Services or any other satellite Phone Services or VSAT based satellite communication services (if applicable)	
5.	Copy of Dealer Possession License issued by WPC, DoT (if available)	
6.	Detail of accommodation (Office Space, Customer Support / Repair Centre) available with the bidder	
7.	Details of manpower available in the roll of the bidder	
8.	Business plan for providing the proposed end user equipment and services	
9.	Copy of PAN Card issued by Income Tax Department	
10.	Copy of GST Registration Certificate	
11.	Copy of Eol Document/subsequent amendments & clarifications (if any) dully signed on each page	
12.	Proof of payment of Cost of Eol Document i.e. Eol fee.	
13.	All forms and undertaking as per Eol Documents mentioned in Clause-4 of Section-2	
14.	General Power of Attorney in the name of authorised person should be submitted along with the bid.	

Section- 2

EOI Information

1. **EOI Validity Period / Validity of:** The EOI is open till further intimation.
2. **EOI Offer for acceptance by BSNL:** The bidders will be intimated after due examination of the Eols bids received.
3. The EOI offer in Envelope shall contain one set of the following documents only:
 - a. Copy of proof of payment of cost of the EOI documents i.e. EOI fee.
 - b. Copy of Power of Attorney for signing EOI document.
 - c. Copy of DPL issued by WPC, DoT, if available.
 - d. Following certificate(s) showing fulfilment of the eligibility criteria(s) stated in Clause 4 of Section -1.
 - i. Certificate of Incorporation/Registration of Company.
 - ii. Copy of MoU signed with the OEM for supply / manufacturing the end user equipment.
 - iii. Experience certificates for having provided VSAT services / Inmarsat services / Satellite Phone services such as copy of purchase orders, certificates issued by Customers etc. (if applicable)
 - iv. Certified Copy of Audited Balance Sheet for the Year 2018-19 or undertaking for manufacturing of the end user equipment in India. (if applicable)
 - v. Document(s) in support that the bidder is having necessary resources (manpower and infrastructure) to undertake the manufacturing, market & sell the services and provide support including Annual Maintenance Contract (AMC) to end users
 - vi. Document(s) in support that the bidder is having at least one Customer Support / Repair Centre in India (if available)
 - vii. Copy of PAN card
 - viii. Copy of valid GST Registration Certificate(s).
 - ix. Proposed Business Plan of the bidder for the Services
 - e. Article or Memorandum of Associations
 - f. List of Directors including their name(s) , Director Identification Number(s) and address along with contact number (Office and Residence)
 - g. Non relation Certificates from all Directors of the bidder company as per **Section-4 (B)**
 - h. Bidder's Profile & Questionnaire duly filled & signed as per **Section-6**.
 - i. Undertaking & declaration in Performa duly filled & signed as per **Section-4A**
 - j. Bid Form dully filled & signed as per **Section-7**
 - k. Document(s) in support that the end user equipment proposed is compatible with BSNL's GSPS Gateway
 - l. EOI documents along with any clarifications/ corrigendum/ amendments issued by BSNL duly signed for having read it & accepted it.

4. The following documents are required to be submitted offline to GM (Radio), Room No. 04, IR Hall, eastern Court, Janpath, New Delhi 110001 after floating of the Eol in a sealed envelope. The envelope shall bear the Eol number DD/ Banker's cheque towards cost of Eol i.e. Eol fees.
 - i. Power of Attorney in accordance with clause-7 of this section and authorization for executing the power of Attorney.
 - ii. Copy of valid PAN Card issued by Income Tax Department and copy of document towards valid Goods and Services Tax (GST) Registration Number/(s) of the Bidder Company.
5. **Clarifications:** A prospective bidder, requiring any clarification on the EOI documents shall submit its queries to GM (Radio), Room No. 04, IR Hall, eastern Court, Janpath, New Delhi 110001. BSNL shall issue clarifications to any request for the clarification of the Bid Documents, which it receives not later than 15 days after the date of receipt of the request. Copies of the query (without identifying the source) and clarifications by BSNL shall be placed on the BSNL website and the bidders are advised to visit the website.

6. Power of Attorney:

- a) The Power of Attorney shall be executed by a person who has been authorized by the Board of Directors of the bidder company in this regard, on behalf of the Company/ Institution/ Body Corporate.
- c) The Power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- d) In case, the representative of bidder company, who submits the documents using his Signature, is different from the authorised signatory for the bid (Power of Attorney Holder) then the representative who submits the documents using his signature, then his name shall also be made as one of the Power of Attorney Holder by the Bidder Company, in addition to authorised signatory of the bid.

7. NEAR-RELATIONSHIP CERTIFICATE:

7.1 The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the Eol. The certificate will be given by all the Directors of the company excluding Government of India / Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the State and full time Directors of PSUs both State and Central. Due to any breach of these conditions by the company or any other person the Eol bid may be treated as cancelled and Empanelment Security may be forfeited, whenever it is noticed and BSNL will not be liable to pay any damage to the company or the concerned person.

7.2 The Company may also be debarred for further participation in the concerned unit.

7.3 The near relatives for this purpose are defined as:-

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

7.4 The format of the certificate is given in Section 4 (B).

8. Amendment of EOI Document:

- a) At any time, prior to the date of submission of EOI, BSNL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify / amend the EOI documents.
- b) The amendments shall be notified on BSNL's web site, i.e. at "<https://www.bsnl.co.in>" These amendments will be binding on all the prospective bidders.

Scope of Work

1. Bharat Sanchar Nigam Limited (BSNL), a Public Sector Enterprise of Government of India, is one Telecom Service Provider in India having a countrywide presence with over 100 million customers and offer hosts of other services like Wire-line voice, GSM 2G/3G, CDMA, Wi-MAX Data communication, National long distance, International Long Distance, Internet, Broad band, VSAT Services, Leased Line, etc. It is also the largest ISP offering broadband services on ADSL 2+ and FTTH to its customers. BSNL is currently operating across the Nation except in Delhi and Mumbai.
2. BSNL has deployed Satellite Gateway in India and providing Global Satellite Phone Services (GSPS) using Inmarsat Satellite. Now BSNL wish to provide additional satellite-based services through the GSPS Gateway such as M2M communications, communication in Vessels in sea etc.
3. The business model shall be as given below:
 - a. The SBP shall procure the end user equipment from OEM / manufacture the end user equipment in India for supplying to end customers. The end user equipment should be compatible with the BSNL's GSPS Gateway and the bidder shall obtain necessary approval(s) from concerned authorities of Government for manufacturing the end user devices in India. The SBP shall do marketing and selling of the end user devices & services and generate the business,
 - b. The SBP shall invest the capital required for the proposed business. BSNL will not invest any money.
 - c. There will be revenue share arrange between BSNL and the SBP for sharing revenue earned from the sale of the end user equipment and service(s).
 - d. The Satellite resources will be provided by BSNL. The service provisioning will be done by BSNL, for which necessary support will be provided by the SBP.
 - e. The support services to end user will be provided by the SBP.
 - f. The SBP will setup billing platform, if needed.
 - g. The tariff and commission structure for the services will be finalised by BSNL in consultation with the SBP and based on the business plan of the SBP.
 - h. The SBP shall provide only such service/(s) for which he will be authorised by BSNL.
4. The SBP shall provide maintenance, repair and warranty support for the end user equipment to end customers.
5. The SBP shall provide customer care on a 24 x 7 basis to all the customers who utilize the Services.
6. The SBP must follow and must require End Customers to follow the procedures ("Procedures") established by the entities that supply the Services and Equipment. The SBP acknowledges that the Procedures may be modified from time to time by BSNL. BSNL will provide SBPs with a copy of the applicable Procedures upon execution of the Agreement and at any time when the Procedures are modified.
7. The SBP shall obtain Customer Acquisition Form (CAF) from customers and handover the completely filled CAF to BSNL before providing services to new customers.

8. The SBP shall support BSNL in realisation of bills from customers and also in the take-up and growth of these services in India.
9. The SBPs are required to be technically and financially capable and therefore able to operate in the market in a fairly autonomous manner. However, it should be noted that BSNL is committed to make this business a success and, as such, will provide support as requested to make our joint business a success.
10. The SBP will be required to submit an initial and thereafter an annual Business Plan in which, as a minimum, they will need to specify which types of users they will be seeking to secure business from, what investment or resources they will be devoting to this activity, what level of sales they are forecasting over a rolling 3 years period and what support they would like to have from BSNL and Inmarsat.
11. Regulatory approval, if required will be obtained by BSNL and the SBP shall provide full support to BSNL for the same.

Section- 3B

Procedure for empanelment of SBP and delivery of services

1. **Procedure for empanelment:** After receipt of the response against the EOI from prospective bidders, the EOI will be evaluated by BSNL team. The solution proposed by the bidder will be validated / tested without any cost to BSNL. However, in case the validation / proof-of-concept testing has already been completed successfully by BSNL, same may be considered. In case the bidder is shortlisted for empanelment, he will be asked to submit Empanelment Bank Guarantee (EBG) and other related documents as per the EOI conditions.
 - 1.1. The empanelment will be on non-exclusive basis.
 - 1.2. The bidder is expected to start delivering the services within two months of empanelment.
 - 1.3. If bidder fails to generate minimum business of Rs. 50,00,000/- (Rs. Fifty Lakh only) per year, BSNL reserves to forfeit the guarantee and black list the bidder for a period of three years for doing any type of business with BSNL.
 - 1.4. If bidder fails to sustain the services for committed period to any customer, BSNL reserves to forfeit the guarantee and black list the bidder for a period of three years for doing any type of business with BSNL.
2. **Procedure for Delivery of services and managing of Services:** This will be based on the involvement of CAPEX and obligations of the SBP and extent of sharing of Infrastructure and will be finalised on case to case basis after empanelment.

Section- 4
Undertaking and Declaration

4(A) - For understanding the terms & condition of EOI & Scope of work

a. Certified that:

1. I/We have read, understood and agree with all the terms and conditions, specifications and agreement included in the EoI, Clarifications/Amendments (if any) documents & offer to become Satellite Business Partner of BSNL for providing, marketing and selling of additional/add-on services using Global Satellite Phone Services (GSPS) Gateway of BSNL
2. If I/ We fail to enter into the commercial agreement with BSNL or fail to commence the services in time, the Empanelment Bank Guarantee deposited by us will stand forfeited to the BSNL.

b. The Bidder hereby covenants and declares that:

1. All the information, documents, photo copies of the documents/ certificates enclosed along with the EoI offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to terminate the agreement for empanelment of the Service providers and forfeit the EBG / Bill amount pending with BSNL. In addition, BSNL may debar the bidder from participation in its future EoI/ tenders.

Date:

Signature of Bidder

Name of Bidder

Along with date & Seal

Place:

4 (B): NEAR-RELATIONSHIP CERTIFICATE:

(Format of the Certificate to be given by the bidder in respect of status of employment of his/ her near relation in BSNL)

The certificate is to be submitted by all Director of the bidder company:-

"I.....s/o.....r/o..... functioning as Director of M/s _____ hereby certify that none of my relative(s) as defined in the EoI document is/are employed in BSNL unit as per details given in EoI document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me."

Name:

Signature:

Company Name:

With date and seal

Section- 5
PROFORMA

5 (A): For the Empanelment Bank Guarantee (To be typed on Rs.100/- non-judicial stamp paper)

Dated:.....

Sub: Empanelment Bank Guarantee.

Whereas _____ Bharat Sanchar Nigam Limited, having registered office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath New Delhi(hereafter referred to as BSNL) has issued an EoI no. Dated/...../20.... for the Selection of Satellite Business Partners for providing, marketing and selling of additional/add-on services using Global Satellite Phone Services (GSPS) Gateway of BSNL and has agreed to empanel(Company Name).... having registered office at(hereafter referred as Bidder) as his satellite business Partner for providing, marketing and selling of additional/add-on services using Global Satellite Phone Services (GSPS) Gateway of BSNL and BSNL has asked him to submit a empanelment bank guarantee in favour of DGM(MMT) BSNL CO, Delhi for Rs. Ten Lakh/- (hereafter referred to as "E.B.G. Amount") valid up to...../...../20.....(hereafter referred to as "Validity Date")

Now at the request of the Bidder, We.....(Bank Name)....Branch....(Branch Name).... having(branch 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 Bidder 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 E. B.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 Bidder 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 Bidder 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 Bidder 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 Bidder

or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder 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 E.B.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 "AO (Cash) BSNL CO" 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

Section- 6

Bidder's Profile & Questionnaire

(To be filled in and submitted by the Bidder)

A. Bidder's Profile

- 1. Name of the Individual/Company:.....
- 2. Present Correspondence Address:

Telephone No.:

Mobile No.:

Fax No:

Email:

- 3. Address of place of Works/
Manufacture:

Telephone No.:

Mobile No.:

Fax No:

Email:

- 4. State the Type of Firm: Sole proprietor-ship/ Partnership firm / Private Limited Company / Public Limited Company: (Tick the correct choice)

- 5. Name of the Sole Proprietor/ Partners/ Director(s) of Pvt. Ltd Co / .:

S. No.	Name	Father's Name	Designation	DIN
1				
2				
3				
4				
5				
6				

- 6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorised(in case of partnership/private Ltd. Company):
.....

- 7. Permanent Account No. :

- 8. Details of the Bidder's Bank for effecting e-payments:

- a. Beneficiary Bank Name:.....
- b. Beneficiary branch Name:.....
- c. IFSC code of beneficiary Branch.....
- d. Beneficiary account No.:.....
- e. Branch Serial No. (MICR No.):.....

9. Whether the firm has Office and Customer Support Centre / Repair Centre? If so state the details and address:

- a. Office:
- b. Customer Support Centre:
- c. Repair Centre:

10. Experience details(if applicable):

11. Details of Products and OEM:

B. Questionnaire

1. Do you think any other detail/ material is required to complete the work specified in the specification? (Yes/ No):-.....

If Yes, Give Details

2. Do you think any other item of work needs to be included in EoI document to complete the work specified in the specification?)(Yes/ No):-.....

If Yes, Give details.....

3. Kindly indicate the maximum volume of business (per annum) you expect to deliver:.....

4. Any other suggestion about the proposed business:

.....

Signature of contractor

Name of Contractor

Place.....

Date

Section- 7

PART-A

BID Form

Dated: dd.mm.yyyy.

From

To

.....
.....
.....
.....

GM (Radio)
Room No. 4, IR Hall
Eastern Court, Janpath,
New Delhi-110001

EOI No.

Date:

Dear Sir,

1. Having examined the conditions of contract and specifications other details included in the Eoi Nos.....the receipt of which is hereby duly acknowledged, we agree to abide by all the terms and conditions of this EOI.
2. If our Bid is accepted for Empanelment, we will submit the required Empanelment Bank Guarantees from a Nationalized / Scheduled Bank (From Delhi Branch) with in 15 days of notification by BSNL and as per terms and conditions of the EOI.
3. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Until a formal Acceptance Letter of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
6. We understand that you are not bound to accept the highest or any bid, you may receive.
7. We understand that the Bid document so submitted by us, is a true copy of BSNL EOI documents available on the BSNL website. Any deviation will result in the rejection of the bid.

Dated this..... day of..... 20

Name and Signature

In the capacity of.....

Duly authorized to sign the bid for and on behalf of.....

Witness

Address

Signature.....

Section-8

Format for NON-DISCLOSURE AGREEMENT

(To be signed by SBP before empanelment)

This agreement is made onday of2020 between BHARAT SANCHAR NIGAM LIMITED a Government of India Enterprise, having its registered office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath New Delhi-110001(hereinafter referred as BSNL) which expression shall unless repugnant to the subject or the context mean & included its successors, nominees or assigns & M/s. _____

a company listed in the Stock exchange /, & having its registered office at_____ herein after referred as “_____” which expression shall unless repugnant to the subject or the context mean & include its successors, nominees or assigns.

Where as in order to pursue the mutual business purpose of this particulars project as specified in Exhibit A (the “Business Purpose”) BSNL & M/s.

_____ recognize that there is a need to disclose to one another certain information, as defined in para 1 below, of each party to be used only for the Business Purpose & to protect such confidential information from unauthorized use & disclosure.

In consideration of the other party’s disclosure of such information, each party agrees as follows:

1. This Agreement will apply to all confidential & proprietary information disclosed by one party to the other party, including information listed in Exhibit A attached hereto & other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party (“Confidential Information”). Information consists of certain specifications, designs, plans, drawings, software, prototypes and/or technical information, & all copies & derivatives containing such information, that may be disclosed to one, another for & during the purpose, which a party considers proprietary or confidential(“Information”). Information may be in any form or medium, tangible or intangible, & may be communicated/disclosed in writing orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall be subject to this agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, & it must be reduced to writing & furnished to the receiving party within thirty (30) days of the initial disclosure.
2. M/s._____ BSNL hereby agreed at during the Confidentiality Period:
 - i. The receiving party shall use information only for Business Purpose, shall hold information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the information, & shall grant access to information only to its

employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined in **exhibit 'A'** shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce information only to the extent essential to fulfilling the purpose, & shall prevent disclosure of information to third parties. The receiving party may, however, disclose the information to its consultants & contractors who need to know, provided that doing so, the receiving party agrees to bind those consultants/contractors to terms at least as restrictive as those stated herein, advise them of their obligations, & indemnify the disclosing party for any breach of those obligations.

- ii. Upon the disclosing party's request, the receiving party shall either return to the disclosing party all information or shall certify to the disclosing party all information or shall certify to the disclosing party that all media containing information have been destroyed. Provided, however, that an archival copy of the information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the information.
3. The foregoing restrictions on each party's use or disclosure of information shall not apply to information that the receiving party can demonstrate;
 - a) Was independently developed by or for the receiving party without reference to the information, or was received without restriction; or
 - b) Has become generally available to the public without breach of confidentiality obligations of the receiving party; or
 - c) Was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or
 - d) appropriate protective order; or
 - e) Is disclosed with the prior consent of the disclosing party; or
 - f) Was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party & was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or
 - g) The receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.
 4. Each party agrees not to remove any of the other party's confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any confidential information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Each party agrees to comply with any & all terms & conditions the disclosing party may impose any such approved removal, such as conditions that the removed confidential information & all copies must be returned by a certain date, & that no copies are to be made off of the premises.

5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's confidential information all copies thereof.
6. Each Party recognizes & agrees that all of the disclosing party's confidential information is owned solely by the disclosing party (or its licensors) & that the unauthorized disclosure or use of such confidential information would cause irreparable harm & significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any & all other rights & remedies available at law or in equity for such a breach.
7. Access to information hereunder shall not preclude an individual who has seen such information for the purposes of this agreement from working on future projects for the receiving party which relate to similar subject matters, provided that such individual does not make reference to the information & does not copy the substance of the information during the confidentiality period. Furthermore, nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know-how developed by the receiving party's personnel under this agreement, if such disclosure & use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the information.
8. As between the parties, all information shall remain the property of the disclosing party. By disclosing information or executing this agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. **THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS & ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION.** Execution of this agreement & the disclosure of information pursuant to this agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.
9. Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.
10. This agreement will be construed in, interpreted & applied in accordance with the laws of India.
11. That in case of any dispute or differences, breach & violation relating to the terms of the agreement. The said matter or dispute, difference shall be referred to sole arbitration of CMD, BSNL or any other person appointed by him. That the award of the arbitrator shall be final & binding on both the parties. In the event of such Arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or otherwise or refuse to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CMD, BSNL shall appoint another person to act as Arbitrator in place of outgoing Arbitrator & the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by his predecessor. The M/s.....will have No OBJECTION in any such appointment, that arbitrator so appointed is employee of BSNL. The said Arbitrator shall act under the provisions of the Arbitration & conciliation Act, 1996 or any statutory modifications or re-enactment thereof or any rules made thereof.

12. This agreement & Exhibit A attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with information disclosed hereunder & supersedes all prior oral & written agreements & discussions with respect thereto. The parties can amend or modify this agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this agreement without first securing the other party's written consent.
13. This agreement will remain in effect for five year from the date of the last disclosure of confidential information, at which time it will terminate, unless extended by the disclosing party in writing.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized officers or representatives.

M/s. _____

Signature: _____

Printed Name: _____

Title: _____

BHARAT SANCHAR NIGAM LIMITED

Signature: _____

Printed Name: _____

Title: _____

Exhibit A

Business Purpose:. Providing, marketing and selling of additional/add-on services using Global Satellite Phone Services (GSPS) Gateway of BSNL

Confidential Information of BSNL:

- i. All databases such as relating to customer profile, billing profile, Network Architecture etc.
- ii. All network details
- iii. All information shared in oral or in written form by BSNL with M/s.....
- iv. Any information desired by M/s.....shall be justified for.
- v. Information downloaded or taken in physical form shall be returned/destroyed after use and not copied.
- vi. Draft technical specification for the various projects and EoI documents for the same.
- vii. The confidentiality of the documents shall be maintained by the consortium partners/teaming partner of the Franchisee, its employee and subcontractors.

Confidential information of M/s.....

- i.
- ii.
- iii.
- iv.

(add more lines as per requirement)