



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

**No.: 1-8/2016-NB dated 28.03.2018**

**[revised up to 29.01.2024]**

**Expression of Interest (Open Ended)**  
**For**  
**“Empanelment of Application Service Providers”**  
**On Non-Exclusive and Revenue Share Basis**

**New Business Cell, BSNL Corporate Office, New Delhi**

**Sub: Invitation of EOI for empanelment of Application Service Providers for providing various ICT based New Business solutions to BSNL Enterprise customers especially in Government/semi-Government sectors.**

**Introduction:**

Bharat Sanchar Nigam Ltd (BSNL), a wholly owned Public Sector Enterprise of the Govt of India is a leading Telecom Service Provider in the country with PAN-India presence except in Delhi and Mumbai Metro Cities. It has dominant market share in landline telephony, Cellular Mobile, Internet and Broadband services, Leased line/MPLS-VPN connectivity, Internet Data Centres etc with a large enterprise customer base all over the country. BSNL has also State-of-the-Art Tier-III Data Centers located at seven major locations across India at Ahmedabad, Faridabad, Ghaziabad, Ludhiana, Jaipur Mumbai and Chennai. From these Data Centres BSNL provides cloud based and hosted data centre services to its various clients.

For functional convenience, BSNL has divided its business in four broad verticals namely Consumer Mobility, Consumer Fixed Access, Enterprise Business and New Business. Due to M-Governance, E-Governance, Digital India, Smart Cities policies of Govt, the demand for a wide range of services based on ICT platform involving M2M and internet of things (IOT) etc has increased manifold in recent times. The coming years are likely to see a big boom in the areas of E/M-Governance, IT/ITes Digitisation and Smart City Solutions, besides the other applications of M2M and IOT. In the wake of Government thrust on initiatives focussing primarily on technology-based services for improving governance and citizen services, BSNL envisages huge potential in the field of ICT, IT/ITes and E/M-Governance services. BSNL being a major service provider having largest coverage area in the country and having in-house data centre facilities at important locations can drive its business growth by making focussed efforts and planned initiatives in these new emerging areas.

Accordingly, BSNL invites proposal from Application Service Providers (ASP) who has the capability of providing customised ICT based solutions for Govt Departments, PSUs, Enterprise customers etc and is willing to work with BSNL in the New Business areas. The ASP should have sound domain knowledge of the target customers so that it can conceptualise, develop, implement and support cutting edge solutions, utilising the mobile, and Internet and data centre services of BSNL. ASP should have experience of integration of the software application, Mobile App with SDP, OTA, and SMSC etc.

The responsibility of exploring the opportunity, bringing/designing solution, hardware, software and managing the same will be that of BSNL partners i.e. ASP. A variety of business models viz CAPEX based, OPEX based, CAPEX & OPEX based can be required to be implemented as per the decision of the customer. BSNL intends to target the emerging new areas like E/M-Governance, IT/ITes, M2M/IOT, Smart City and Digitisation projects and will offer ICT based solutions to its customers on turnkey basis by utilising its in-house strength of connectivity and IDC services.

**Salient points regarding eligibility conditions, list of documents required, scope of work and other terms and conditions are given below: -**

**1.0 Eligibility Qualifications**

The bidder is required to meet the following criteria and submit documentary proof as under seriatim along with their offer:

- (i) The bidder should be a corporate entity duly incorporated in India under the relevant law and engaged in the business of providing ICT based solutions viz E-GOV, M-GOV, M2M, IOT, digitisation, IT/ITes and Smart City Solutions. (Copies of MOA, Article of Association, Certificate of incorporation to be submitted).
- (ii) The bidder's profile alongwith its turnover in the last three years shall be submitted. The bidder must have a minimum average annual turnover of **Rs.10 Crore** (Rupees Ten Crore) during the three-year period. (Attach documentary evidence). However, this turnover & experience conditions will be relaxed in case of start-up companies certified by DIPP, Min of Commerce, Govt of India (Certificate of recognition issued by DIPP, MOC& I to be submitted)
- (iii) The bidder should have a positive net worth in consecutive last three years. (Copy of the same certified by CA to be submitted)
- (iv) The bidder should have a valid GST/TIN registration certificate. (Copies of relevant tax/registration certificates to be submitted)
- (v) Joint venture/consortium (with maximum 2 members/partners) for qualifying as Application service provider shall be acceptable. The technical & financial criterias can be met separately. However, the member fulfilling the technical criterias will be the lead member of the consortium.
- (vi) The bidder or any of the promoters/directors/consortium & joint venture partner or member should not have been defaulted/blacklisted regarding bad performance/ delayed delivery / Bank NPA, CDR (Corporate Debt Restructuring), SDR ((Spl Debt Restructuring), NCLT or for any other defaulting reason by any Central/State Govt departments, Autonomous bodies, Bank and Financial Institutions, PSUs from participating in the projects either individually or as a member of a consortium as on the date of submission of EOI (Attached an Undertaking).
- (vii) The bidder must comply with all regulatory and legal guidelines issued by GOI/DOT/TRAI regarding IT/ITes, M-Gov, E-Gov, IOT/M2M, and Digitisation & Smart City Solutions. (Attach an undertaking confirmation)
- (viii) The bidder should have prior experience of supply, installation and commissioning of solutions with a minimum of 3 corporate customers including Govt. Deptt. /Organisation, PSU & ULBs. (The Project completion certificates, alongwith a copy of Work Order/ Contract/ Agreement from the Client/ Owner to be submitted)

- (ix) The bidder should also submit a declaration stating that in case BSNL jointly participates in the tender with the bidder then the bidder should be ready to submit the performance security/EMD etc on back-to-back basis as per value/amount required by the tendering authority.
- (x) The bidder should submit a declaration that they are ready to undertake a pilot project at his own cost if so desired by BSNL or the customer.
- (xi) The bidder should have experience of implementing any three ICT based M-Gov, E-Gov M2M/IOT Digitalisation, IT/ITes and Smart City Solutions of more than 5 Crore value during the last three years. (Documentary proof to be submitted)

OR

The bidder should have implemented at least one ICT based software system capable of collecting, processing and analysing data on daily basis and of value more than 5 cr. The system must be collecting data from multiple locations in geographical areas. (Copy of purchase order and/or completion certificate for having implemented such system should be provided)

## **2.0 Scope of Work**

The scope of work in general but not limited to the following is given below:

- (i) The ASP should be capable of conceptualizing, developing and marketing on its own, innovative cutting-edge ICT based solutions.
- (ii) ASP's system should be capable of integrating with GSM network elements like SMSCs, OTA, SDP etc for extending various solutions for masses helping BSNL to generate additional revenue from these services.
- (iii) Integration of Application servers with the SMSC/ SDP/ OTA etc over SMPP/ PARLEX/ XML/ CORBA or any other protocol specified by the customer shall be responsibility of the ASP
- (iv) The real time MIS shall be made available for BSNL officials regarding statistics of the SMS traffic MO and MT for short codes based on key words so that appropriate billing can take place.
- (v) Providing a set of tools to enable all relevant parties to retrieve statistical information regarding all system activities such as number of transactions for each department, delivery reports, transactions effected by each mobile service provider network etc. The tools shall be capable of generating standard reports and shall be able to provide customised reports. The reporting system shall offer the web interface with a login. Summary reports should also be possible to be delivered/retrieved from mobile phones by the designated officials.
- (vi) The ASP's solutions in general should be able to enhance and scale the software application to meet the changing needs of the customer, the changing technologies and changing regulatory environment as well.

- (vii) These features are indicative and not exhaustive. Any other details of the software/services to be offered may also be provided with the specific proposal to the concerned customer after the approval by BSNL.
- (viii) After completely understanding the requirement of the customer, ASP will be responsible to prepare a techno-commercial proposal and submit the same to BSNL. BSNL will examine the same and offer them to the customer after adding costs of BSNL services alongwith its administrative costs.
- (ix) The Smart City, E-Governance, M-Governance and M2M solutions generally involves devices also that need to be managed (Provision, de-provision, suspend, control, trouble shoot, test, map to a Connection ID etc). Thus, the ASP will be responsible for providing the hardware as well as software apart from all such devices wherever required by the customer.

### **3.0 Role & Responsibility of the Application Service Provider**

Apart from the responsibilities assigned in the scope of work, the Application Service Provider will be also responsible for the following:

- (i) To analyse the market and find out the possibility of new business by providing ICT based solutions.
- (ii) To explore the new ideas for digitalization of public utility services in Govt/semi-Govt organisations.
- (iii) To explore the possibility for optimum utilisation of BSNL available infrastructure in providing digital solution to different Govt/semi-Govt/Corporate organisation.
- (iv) The Application Service Provider should be capable of performing all activities (except providing telecom connectivity & IDC services) required for end-to-end delivery of the services to the customers.
- (v) The ASP shall have to evaluate and select a right M2M devices (Smart Communication Device) for the solution as per requirement of the customer.
- (vi) The ASP shall have to do integration of hardware testing with the application in real environment before finalising an M2M device (Smart Communication Device)
- (vii) The ASP shall have to do all operation and management of the M2M device including warranty.
- (viii) The ASP shall have to provide FMS Services if required by the customer.
- (ix) A separate "Addendum" will be required to be signed with already empanelled ASPs inter-alia suitably incorporating the amended clauses.

### **4.0 Role and Responsibility of BSNL**

- (i) BSNL will do interaction with its customers individually or jointly with the Application Service Providers.
- (ii) BSNL will provide Telecom connectivity as well as IDC services for ICT based solution as per requirement of the customer.
- (iii) BSNL will provide short codes, long code & Access Point Names (APNs) where ever required for SMS, USSD, IVR etc.

- (iv) BSNL will provide Subscriber Identity Module (SIM) for the M2M solution as per requirement of the customer.
- (v) BSNL will prepare special tariff plans for M2M/IOT customers as per requirement and feasibility.
- (vi) BSNL will provide support for network related problems.

## 5.0 Process for empanelling Application Service Providers

After scrutinizing the document submitted by ASPs, they will be called for a technical presentation which will include future planning and road map for executing the services in BSNL.

## 6.0 Signing of Agreement

- a. 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.
- b. BSNL intends to sign a master service agreement with the ASP partner in which majority of terms & condition shall be available, however if required, an addendum agreement may be signed with the ASP depending upon the commercials of the project. The addendum agreement and other requirements of the project shall be finalized in discussion with the ASP. The master service agreement with the ASP shall be signed after empanelment.

## 7.0 Engagement with BSNL Customer:

| S<br>N | Type of Business Engagements                                                                          | Approach                                                                                                                                                                                                                                                                                |
|--------|-------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | Customer floated Tender/RFP.                                                                          | <p>Scenario-1: BSNL, individually or jointly, participate in Tender/RFP floated by customer</p> <p>Scenario-2 ASP participated in this Tender/RFP floated by customer.</p>                                                                                                              |
| 2      | BSNL approaches Customer or vice-versa for Nomination Business.                                       | <p>Scenario-1: Customer ready to reimburse the cost quoted by BSNL, as jointly decided in consultation with selected ASP.</p> <p>Scenario-2: Customer wants competitive price/cost to be discovered for solution.</p> <p>Scenario-3: Customer asks BSNL to float an open ended EOI.</p> |
| 3      | ASP approaches customer or vice versa for award of work to BSNL on nomination basis or through tender | <p>Scenario-1: BSNL to quote price / cost to customer in consultation with this ASP.</p> <p>Scenario-2: In case of tender by existing BSNL client for scaling up or extension of the same service, then the same ASP should be selected as partner.</p>                                 |

**7.1** As shown in above table, there are different modes of engagement with enterprise customer. The field units will follow these modes of engagement while dealing with

business opportunities with any Govt./Enterprise customer. Procedure for different engagements is as follows:

**(i) Customer floated RFP/Tender**

- a) **Scenario-1:** Selection of ASP will be at sole discretion of BSNL. Before bidding, BSNL may enter into negotiation with empanelled ASPs and select the one based on technical and financial competency to execute the project, revenue to BSNL etc. For this, detailed technical solution writeup may be obtained from the ASPs empanelled by NB cell, Corporate Office and then after evaluating the technical competencies, as well as required compliances for the particular tender, one of them may be selected to be the backend partner of BSNL in the RFP/ Tender. The bid price will be decided in consultation with the ASP wherein the revenue share will be as per Para 8.1.4.

When the tender is won by BSNL, it will go along with the same partner for implementation with whom the bid is won. Once the ASP participates in a particular tender as BSNL backend partner and the tender/EOI is cancelled for any reason, the same ASP would be allowed to partner with BSNL in case the tender /EOI is recalled with or without modification.

- b) **Scenario-2:** ASP participated in EOI/RFP floated by customer. If more than one ASP is participating in EOI/RFP, BSNL may partner with any one or more partners to be decided on case-to-case basis.

**(ii) BSNL approaches Customer or vice-versa for Nomination Business.:** In this case BSNL may select one of empanelled ASP or go for the EOI among centrally empanelled ASPs based on customer's requirement.

- a) **Scenario-1: Customer ready to reimburse:** If customer is ready to reimburse the cost of the project as per their requirement, then the BSNL may engage with any of ASP based on requirement of customer and other commercials and quote the cost of the project to customer after including BSNL's charges and other License Fee/Corporate tax etc.
- b) **Scenario-2: Customer agrees for centrally engaging with BSNL empanelled vendors:** BSNL may ask quotes from empanelled ASPs as per the requirement and selects one ASP. Quote of the selected ASP may be sent to customer after including BSNL's charges and other License Fee/Corporate tax etc.
- c) **Scenario-3: Customer asks BSNL to float an EOI:** If customer wants a competitive price for their requirement and ask BSNL to float an open ended EOI, then BSNL draft & float an EOI in consultation with customer as per their requirement and ASP will be finalized by BSNL for Customer as per EOI Terms & Conditions. Centrally empanelled ASPs are also free to participate in EOI.

**(iii) ASP approaches customer or vice-versa for award of work to BSNL on nomination basis or through tender:**

- a) **On nomination basis:** If ASP approaches customer with solution as per their requirement and customer agree & approve the solution of ASP the case (lead) will be locked for the particular ASP. Then BSNL may enter into the negotiation with the ASP and enter into the agreement as per agreed commercials. Circle CGMs are fully empowered to offer special tariff plans for the telecom component viz bandwidth, PRI Lines, IVR, SMS etc in such cases keeping in mind the site condition, technical feasibility, market competition etc.

- b) Through Tender:** If an existing client is going for tender for scaling up or extension of the same service including minor deviation / modification then the same ASP who has partnered with BSNL in the original work should be selected to bid with BSNL in this case also if their preference has been satisfactory in the earlier phase.
- c) Through Swiss Challenge Method:** If centrally empanelled ASP (CEASP) approaches the customer with an unique innovative idea / proposal / solution and the same is liked by the customer, BSNL may adopt "Swiss Challenge Method" to improve the solution and to discover the price of the offered innovative idea / proposal / solution, if agreed by the customer.

## **7.2 Procedure for selection of ASP:**

- i) Sealed quotes wherever required as per provisions at Para 7.1 (excluding the scenario 7.1 (i) a & 7.1 (iii) b will be asked from Centrally Empanelled ASPs (CEASP) as per requirements from customers. The centrally empanelled ASPs will quote only for his services and product excluding the cost of telecom connectivity and IDC services. In all other cases, the commercial & technical terms & conditions will be negotiated with the selected ASP keeping in mind the requirement of the customer.
- ii) First right of refusal should remain with the CEASP whose Prototype (product/services) was selected by customer. It means, the quote of other EASP, if found to be L1, then such L1 rate may be offered first to the CEASP whose Prototype/proposal was selected by customer. If such CEASP does not accept the offered L1 rate, the work may be awarded to the CEASP who quoted the L1 rate. In case the L1 CEASP refuses to accept its own quoted rate, suitable punitive action viz. for forfeiture of BG and / or black listing of the ASP will be taken against it.

Possible defaults by the Bidder Company / empanelled ASP and the actions to be taken by BSNL is attached at Annexure-I.

- 7.3** In any of the above scenarios, in case of two or more ASPs are having similar technical competencies as well as required compliance for participation in any tender invited by the Customer, and/or have quoted same rates in the sealed tender invited from all ASPs for discovery of rates, one of them may be selected on H1 basis i.e., ASP offering maximum revenue share (mark-up) to BSNL will be selected for participation in the tender or for award of nomination business. BSNL will invite sealed offers from such ASPs quoting Variable Revenue Share for BSNL, over and above minimum value of X fixed by the Circle as per as per clause 8.1.3 of the EOI.

- 7.4** The proposal should be submitted by ASP, signed by authorized signatory.

- 7.5** If required, a Proof of Concept (POC) testing may be conducted at a zonal/circle/SSA level to check the technical feasibility or to conduct a Demo for customer. BSNL will provide the necessary connectivity and other hosting infrastructure for POC on no additional cost to BSNL

- 7.6** BSNL may sign a separate agreement with Customer and ASP or may sign a combined tripartite agreement based on the proposal and discussions with Customers on case-to-case basis.

- 7.7** In case BSNL signs separate agreement with Customer and ASP and there is a technology partner to the ASP as well, in such a case BSNL may sign a quadri-

partite agreement (BSNL – ASP-Technology Partner - Customer) making the technology partner a party in the agreement.

## **8.0 Commercial Terms & Conditions**

**8.1** Salient points for Commercial model for New Business services are as follows:

- 8.1.1** ICT based solution & services are a novel approach in telecom domain and presently in its progressive stage in India. Like standard BSNL policies and services it is not feasible to fix standard revenue share with ASP. For such services, Fixed and variable revenue share for BSNL is introduced.
- 8.1.2 Fixed revenue share for BSNL:** Fixed minimum revenue share for BSNL is for using its name and goodwill for grabbing opportunities
- 8.1.3 Variable revenue share for BSNL (X):** Rest of the share will be divided between BSNL and ASP as per proportionate investment planning. In a scenario where the investment in Equipment is done by the vendor and telecom services, infrastructure, customer interfacing etc is being handled by BSNL then the total cost of the project is calculated and revenue share is being taken in proportion. The revenue share will be finalized after negotiation with ASP on case-to-case basis and on the matrix of responsibilities defined to each as per requirements of customer. Value of X shall be calculated on basis of quantum of work & responsibilities handled by BSNL i.e., Telecom services (Connectivity, SIM etc.), infrastructure (like Data Centers, Towers etc), customer interfacing, manpower for field service etc.
- 8.1.4 Revenue share:** On the quoted price of ASP, BSNL will add at least 10% margin towards its administrative cost, besides a variable component X. The variable component on the hardware and software items will be decided separately by the Director (CFA) when the offer is given by NB Cell, Corporate Office. In case the offer is being given by the Circle, the concerned CGM will take this decision.
- 8.1.5** The turnkey ICT solutions often includes a significant portion of connectivity Requirements also. The revenue earned from the connectivity portion is not shared with the ASPs who are instrumental in bringing the lead and getting the business for BSNL. Hence in order to incentivise the ASPs for enhancing to prospect of including the connectivity component in all such turnkey ICT projects / works, the incentive as per BSNL "Channel Partner Policy" issued vide No BSNL/EB-II /CPP-2017 dtd 08.03.2017 will be payable for Telecom Component in those cases where BSNL will get the work on nomination basis through leads generated by the particular ASP.

## **8.2 Performance Bank Guarantee (PBG):**

In case separate PBG is not required by the customer, the ASP shall submit a Bank guarantee of 5% of the cost of the project (i.e., amount quoted to enterprise customer) to BSNL at the time of signing of Agreement / Award of Work Order for execution of the project in both the cases whether the case is awarded to BSNL through tender or on Nomination basis. However, it is to be mentioned that the ASP will be solely responsible for all the activities done by the technology partner (if it exists). PBG shall be valid for the entire duration of agreement with ASP. BSNL shall reserve the right to encash the BG in case the ASP or its partner withdraw from the agreement citing commercial/ business case reasons or any other reason not mentioned in the agreement.

### **8.3 Costs to be taken into account before deciding the of revenue share between BSNL & ASP:**

Following shall be kept in mind while deciding variable component of revenue mentioned in para 8.1.4 above.

- (i) License fee, spectrum charges, and any other levy payable to Licensing Authority pertaining to Telecom service, if any, on actual basis.
- (ii) Any other cost which is mutually agreed

**8.4 Duration of Agreement:** 3 years (36 months) initially and thereafter it will be renewed at the sole discretion of BSNL considering the performance of individual ASP. The revised eligibility criteria will not be applicable in case of those ASPs who have been empanelled initially before the modifications / amendments included in this EOI document.

**8.5 Empanelment Fee:** The vendor/bidder/ ASP has to pay a non-refundable empanelment fee of ₹1.0 Lakh plus 18% GST in the form of DD in favour of Accounts Officer (Cash), BSNL, New Delhi. However, the ASPs centrally empanelled by any Business Vertical here at Corporate Office are exempted from payment of empanelment fee.

**8.6 Submission of BG:** No BG is required to be deposited at the time of empanelment.

**8.7 Performance responsibility (Annual Targets):** Minimum business commitment target of ₹5 Crores per year. For 3 years of initial agreement period (or renewal period), it will be ₹15 Crores.

**8.8 Waiver of Renewal Fee on account of achievement of minimum business commitment target:**

- i. In case, the ASPs achieve assigned minimum business commitment targets during the empanelled period, no fee shall be charged at the time of their renewal.
- ii. In case, the ASP achieves more than 50% of the minimum business commitment targets during the empanelled period, 50% of empanelment fee shall be charged from the ASP at the time of renewal.
- iii. In case, the ASP achieves 50% or less of the minimum business commitment targets during the empanelled period, ASP will be charged full amount of empanelment fee defined above.

### **9.0 Other Terms and Conditions**

- (i) This EOI should not be treated as a commercial tender document and bidders are advised not to offer any price or include any financial aspect with their response.
- (ii) This EOI does not constitute and will not be deemed to constitute any commitment or confirmation on part of BSNL for any purchase/work order to the bidders.
- (iii) These revised terms & conditions of the EOI, except the eligibility conditions will be applicable to all the ASPs who have been empanelled under the original EOI dated 9<sup>th</sup> Aug, 2016.
- (iv) The extract of the terms & conditions of this revised EOI will be circulated among all the field units for their strict adherence while exploring New Business opportunities either through open tender route or through nomination basis.

- (v) New Business opportunities will be handled by Circle EB groups at field level.
- (vi) Bidders shortlisted in the aforesaid EOI shall be required to sign an Agreement with BSNL on mutually accepted terms and conditions. The validity of such Agreement shall be 3 years which may be extended or curtailed at the sole discretion of BSNL on the performance of individual organisation.
- (vii) The bidder shall bear all cost associated with the preparation and submission of its response to this EOI 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 EOI process.
- (viii) EOI document duly completed and signed by the authorize signatory should be submitted in a sealed cover super scribing "EOI for empanelment of Application Service Providers for providing new business solutions to BSNL customers specially in Government/semi-Government sectors".
  - a) Certified True copy of Board's/ Management's resolution in favour of authorized Signatory.
  - b) Specimen signature along with initials of the authorized official duly attested by Company's/authorized signatory's Banker.
- (ix) Due diligence should be exercised while providing information against the EOI. Unnecessary or irrelevant information will not give any advantage to the bidder. Only relevant and precise information should be provided. If any information provided by the bidder is found to be incorrect at any stage it would render his or her bid liable for rejection and the empanelment fee shall be forfeited. Possible defaults by the Bidder Company / empanelled ASP and the actions to be taken by BSNL is attached at Annexure-I.
- (x) 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 prospective bidder modify the EOI document and all formats including Annexures by issuing clarification and/or amendment. In order to provide prospective bidders 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 the invitation for EOI.
- (xi) 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. Bidders who are willing to work with BSNL on non-exclusive basis and strictly on back-to-back terms and conditions may kindly send their EOI in line with the aforesaid requirements to

**Asst. General Manager (NB)**  
**Bharat Sanchar Nigam Limited,**  
**NB Cell, First Floor, Bharat Sanchar Bhavan,**  
**HC Mathur Lane, Janpath, New Delhi, 110001.**

**Note:** This policy is open-ended and any company which is interested and meets the eligibility condition may submit its proposal on any working day. BSNL would further reserve the right of periodic review of the entire policy or any element thereof based on its business needs.

**Action to be taken against defaults by the bidder**

| S. No. | Defaults of the bidder / vendor / ASP.                                                                                                                                                                                                                                                     | Action to be taken by BSNL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A      | B                                                                                                                                                                                                                                                                                          | C                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 1      | Submitting fake / forged                                                                                                                                                                                                                                                                   | i) Rejection of empanelment of respective Vendor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|        | Bank Instruments with the bid to meet terms & condition of EOI in respect of empanelment fee, BG/PBG etc. and detection of default at any stage from receipt of bids till launch of service/Signing of Agreement.                                                                          | ii) Banning of empanelment for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.<br>iii) Termination of <b>agreement</b> , if signed. This implies non- acceptance of further supplies / work & services, except to make the already received material work/complete work in hand. The resources (software and hardware) provided by the Partner / Vendor will be taken over by BSNL for the continuity of the service or till migration of the service. |
|        | <b>Note1:</b> However, in this case the performance guarantee if alright will not be forfeited.<br><b>Note2:</b> Payment for already received material work/completed work shall be made as per Terms & conditions of the EOI/Agreement.                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 2      | Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments etc. and as supporting documents towards other terms & conditions with the bid to meet terms & condition of EOI : |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|        | a) If detection of default is prior to testing and validation of service/ Signing of Agreement.                                                                                                                                                                                            | i) Cancellation of empanelment<br>ii) Forfeiture of empanelment fee.<br>iii) Banning of empanelment for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.                                                                                                                                                                                                                                                                                                |
|        | b) If detection of default during the testing and validation but before launch of service/Signing of Agreement.                                                                                                                                                                            | i) Cancellation of empanelment ,<br>ii) Forfeiture of empanelment fee and setup fee.<br>iii) Banning of empanelment for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.                                                                                                                                                                                                                                                                                |
|        | c) If detection of default after receipt of PG/ SD (DD, BG etc.) and before launch of service/ Signing of Agreement.                                                                                                                                                                       | i) Cancellation of empanelment and termination of agreement if signed<br>ii) Forfeiture of empanelment fee, setup fee & PG/SD.<br>iii) Resources (software and hardware) provided                                                                                                                                                                                                                                                                                                                                                                                                                                   |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
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|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | by the ASP will be returned.<br>iv) Banning of empanelment for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.                                                                                                                                                                                                                                                               |
|   | d) If detection of default after launch of service/Signing of Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | i) Cancellation of empanelment and termination of agreement if signed<br>ii) Forfeiture of empanelment fee, setup fee & PG/SD.<br>iii) Resources (software and hardware) provided by the ASP will be taken over by BSNL for the continuity of the service or till migration of the service<br>iv) Banning of empanelment for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. |
|   | <b>Note 3:</b> However, settle bills for the service provided by the Franchise in case of no violation of any agreement conditions, satisfactory performance, or observance of no malpractice by the company.                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|   | <b>Note 4:</b> No further services are to be accepted except that required to provide the service to the existing customers till migration.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 3 | If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens—BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following:<br><br>a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.<br><br>b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.<br><br>c) Obstructing functioning with the enterprise customers and BSNL employees associated with this service. | Banning of empanelment for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.                                                                                                                                                                                                                                                                                                   |
| 4 | After empanelment and request by BSNL, ASP doesn't submit tariff/rate card of the services, doesn't sign agreement, not come for testing and validation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Forfeiture of Empanelment fee and cancellation of empanelment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 5 | Misuse of empanelment letter issued by the BSNL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | i) Cancellation of empanelment and termination of agreement if signed<br>ii) Forfeiture of empanelment fee, setup fee & PG/SD.<br>iii) Resources (software and hardware) provided                                                                                                                                                                                                                                                                                                                                                         |

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|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                                                                                                                                                                         | <p>by the ASP will be taken over by BSNL for the continuity of the service or till migration of the service</p> <p>iv) Banning of empanelment for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>                                                                                                                                                                                   |
| 6  | Regulatory guidelines violation (issued by TRAI & BSNL)                                                                                                                 | <p>ASP will be given one month time period to rectify the issue &amp; comply the regulatory guidelines. If not rectify, services will be stopped and following action will be taken:</p> <p>i) Cancellation of empanelment and termination of agreement if signed</p> <p>ii) Forfeiture of empanelment fee, setup fee &amp; PG/SD.</p> <p>iii) Resources (software and hardware) provided by the ASP will be taken over by BSNL for the continuity of the service or till migration of the service.</p>                                                  |
| 7  | Any threat regarding network security/ Cyber Security/Customer data Protection/safety / privacy etc. for BSNL or enterprise customer due to the service provided by ASP | <p>i) ASP to rectify the same immediately, if any loss occurred to BSNL or enterprise customer will be recovered from ASP.</p> <p>ii) Cancellation of empanelment and termination of agreement if signed.</p> <p>iii) Banning of empanelment for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iv) Legal Action will be initiated by BSNL against the Vendor, if required.</p> |
| 8  | Failure to provide the satisfactory service to customer                                                                                                                 | <p>ASP will be given one month time period to improve the services. If not improved, the customers will be migrated to other ASP and in this regard, any expenditure, penalties etc. will be recovered from ASP.</p>                                                                                                                                                                                                                                                                                                                                     |
| 9  | False commitment to customers and hampering the brand image of BSNL                                                                                                     | <p>Any claim made by the customer to BSNL, the same will be recovered from ASP and Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>                                                                                                                                                                                                                          |
| 10 | ASP declared insolvent etc.                                                                                                                                             | <p>i) Any dues owed to ASP will be recovered from the PG/ SD submitted by ASP and resources (software and hardware) provided by the ASP will be taken over by BSNL for the continuity of the service or till migration of the service.</p> <p>ii) Cancellation of empanelment and termination of agreement if signed.</p>                                                                                                                                                                                                                                |