



BHARAT SANCHAR NIGAM LIMITED

(A Govt of India Enterprise)

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

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EOI for empanelment of SaaS Provider

Introduction

BSNL is one of the top Telecom Service Provider Company in India, which is currently operating its 2G & 3G Cellular Mobile services across the Nation except in Delhi & Mumbai and has a subscriber base of more than 116 million. BSNL has installed Quality Telecom Network in the country & is now focusing on improvement & expansion of the network, introduction of the new telecom services with ICT applications in villages & winning customer's confidence.

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

Software as a service (SaaS) is a way of delivering applications over the internet – as a service. Instead of installing and maintaining software, an organisation can simply access it via the internet, freeing itself from the complex software and hardware management. SaaS application run on a SaaS provider's server and the provider manages access to the application including security, availability and performance.

In wake of the Government thrust on Digital India, e- governance and other initiatives focusing primarily on technology based services for improving governance and citizen services, BSNL envisage huge potential in field of SaaS and is in a position to undertake and execute wide spectrum such projects which are being envisaged under these initiatives.

BSNL intend to Tie-up with the Companies which are interested to provide Software as a Service (SaaS) to BSNL customers in the market. By signing this alliance, both the parties will be benefited.

Proposals are invited from interested and eligible companies to become partner for providing Software as a Service to BSNL customers on non-exclusive and revenue sharing basis. The eligible companies can offer the services to BSNL's customers after entering into an agreement with BSNL for providing SaaS. BSNL will scrutinize such proposal and will enter into an agreement within 15 days from the date of empanelment.

BSNL reserves the right to reject any proposal without assigning any reason.

Salient points regarding eligibility conditions, documents required and major terms & conditions are given below:-

1. Eligibility Conditions:

The empanelment of SaaS partner will be at two levels:

- i. **National Level:** The SaaS partners empanelled at National Level (to be referred as **National SaaS**) would be entitled to take up business throughout the country in all licensed areas of BSNL. Empanelment of such SaaS partners may be done at BSNL CO level or at any Circle of SaaS partner's choice.
- ii. **Circle Level:** The SaaS partner empanelled at the circle level (to be referred as **Circle SaaS**), including Chennai & Kolkata Metro Districts, would be entitled to take up business in the concerned circle only.
Empanelment of SaaS partners for Partner Development/ Start-Up Empanelment (to be referred as **Circle Silver SaaS**) will also be done at Circle level.

1.1 Eligibility criteria for National SaaS: For the empanelment at the National level, the prospective company/applicant should fulfil following eligibility criteria: -

- i. The company should be registered & incorporated under the Indian Companies Act, 1956/2013. (Copies of MOU, Article of Association, Certificate of incorporation, company's profile to be submitted).
- ii. The company must have a minimum average annual turnover of **Rs. 5 Crore** (Rupees Five Crore) during the last three years.

The company will have to submit copies of Balance Sheets and Turnover certificates issued by the company's Auditors/ CAs to this effect.

- iii. The bidder should have prior experience of providing Solutions/Services in one of following areas or any combination thereof, to a minimum of 100 enterprise customers / 1000 retail customers or equivalent (a mix of both with 1 Enterprise Customer is equal to 10 retail customers):
 - a) SaaS or
 - b) Telecom applications / VAS or
 - c) ICT /IT based solutions/ applications, or
 - d) e/m-governance solutions.

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

- iv. The period of non-exclusive agreement will be 3 years.
- v. The bidder should have a positive net worth in consecutive last three years. (Copy of the same certified by company's Auditors/ CAs to be submitted).

- vi. The bidder should have a valid GST/TIN registration certificate. (Copies of relevant tax/registration certificates to be submitted)
- vii. The bidder should submit a declaration that they are ready to undertake a pilot project at his own cost if so desired by BSNL or the customer.
- viii. The company will be required to submit a non-refundable Empanelment Fee of Rs Three Lakhs plus GST along with the proposal, in the form of DD in favour of Accounts Officer (Cash), BSNL CO, New Delhi/ Accounts Officer (Cash), BSNL Circle Name.
- ix. The company should not be a licensed service provider to provide Basic services/ Cellular Services/ Internet services/ Unified access services/ NLD services anywhere in India.
- x. The bidder company should not have substantial equity stake (10% or more) or vice versa in / of any Basic services/ Cellular Services/ Internet Services/ Unified Access Services/ National Long distance Services operating company (ies) in India or their promoters. Even at a later date, if there is substantial change in the ownership structure of the company leading to the above mentioned types of companies / promoters getting more than 10% stake, then BSNL reserves the right to terminate the contract. PSUs under Department of Telecommunications are exempted from this requirement. A self – certification regarding the same shall be submitted by bidder.

1.2 Eligibility criteria for Circle SaaSP: For the empanelment at the Circle level, the prospective applicant should fulfil following eligibility criteria:

- i. The company should be registered & incorporated under the Indian Companies Act, 1956/2013. (Copies of MOU, Article of Association, Certificate of incorporation, company's profile to be submitted).
- ii. The company must have a minimum average annual turnover of **Rs. 2 Crore** (Rupees Two Crore) during the last three years.
- iii. The company will have to submit copies of Balance Sheets and Turnover certificates issued by the company's Auditors/ CAs to this effect.
- xi. The bidder should have prior experience of providing Solutions/Services in one of following areas or any combination thereof, to a minimum of 50 enterprise customers / 500 retail customers or equivalent or equivalent (a mix of both with 1 Enterprise Customer is equal to 10 retail customers):
 - a) SaaS or
 - b) Telecom applications/ VAS or
 - c) ICT /IT based solutions/applications, or
 - d) e/m-governance solutions.

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

- iv. The period of non-exclusive agreement will be 3 years.
- v. The bidder should have a positive net worth in consecutive last three years. (Copy of the same certified by company's Auditors/ CAs to be submitted).
- vi. The bidder should have a valid GST/TIN registration certificate. (Copies of relevant tax/registration certificates to be submitted)
- vii. The bidder should submit a declaration that they are ready to undertake a pilot project at his own cost if so desired by BSNL or the customer.
- viii. The company will be required to submit a non-refundable empanelment fee of Rs Two Lakhs plus GST along with the proposal, in the form of DD in favour of Accounts Officer (Cash), of concerned circle.
- ix. The company should not be a licensed service provider to provide Basic services/ Cellular Services/ Internet services/ Unified access services/ NLD services anywhere in India.
- x. The bidder company should not have substantial equity stake (10% or more) or vice versa in / of any Basic services/ Cellular Services/ Internet Services/ Unified Access Services/ National Long distance Services operating company (ies) in India or their promoters. Even at a later date, if there is substantial change in the ownership structure of the company leading to the above mentioned types of companies / promoters getting more than 10% stake, then BSNL reserves the right to terminate the contract. PSUs under Department of Telecommunications are exempted from this requirement. A self – certification regarding the same shall be submitted by bidder.

1.3 Eligibility Criteria for Circle Silver SaaS: For developing Partners/Vendors for offering ICT based software solution/services, the prospective applicant partner should fulfil following eligibility criteria:

- i. The bidder should be a Startup companies duly incorporated in India under the relevant law and certified by DIPP, Min of Commerce, Govt of India (Certificate of recognition issued by DIPP, bidder's profile shall be submitted).
- ii. The bidder must have a minimum average annual turnover of **Rs. 50 Lakh** (Rupees Fifty Lakh) during the last two years period. The company will have to submit copies of Balance Sheets and Turnover certificates issued by the company's Auditors/ CAs to this effect.
- iii. The bidder should have prior experience of providing Solutions/Services in one of following areas or any combination thereof, to a minimum of 10 enterprise customers / 50 retail customers or equivalent (a mix of both with 1 Enterprise Customer is equal to 10 retail customers):
 - a) SaaS or
 - b) Telecom applications/ VAS or
 - c) ICT /IT based solutions/applications, or
 - d) e/m-governance solutions.

In this regard, the bidder company will have to submit Experience Certificates or Project Completion Certificates Or Copies of Work orders/Contracts/Agreements/Purchase Order

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

- iv. The bidder should have a positive net worth in consecutive last two years. (Copy of the same certified by company's Auditors/ CAs to be submitted)
- v. The bidder should have a valid GST/TIN registration certificate. (Copies of relevant tax/registration certificates to be submitted).
- vi. 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.
- vii. Empanelment of Circle-Silver SaaSP shall be only in one Circle of his choice.
- viii. Empanelment of such SaaSPs shall be only for one year from the date of signing of Agreement. Further renewal of Agreement in existing Circle / further empanelment in other Circles will be considered only after achievement of minimum annual commitment / target revenue defined in the EOI. However, if such SaaSP are able to achieve 50% of the minimum annual commitment / target revenue, during the agreement period of one year, then such SaaSPs shall be allowed for empanelment in two more circles of their choice.
- ix. The company will be required to submit a non-refundable empanelment fee of Rs One Lakh plus GST along with the proposal, in the form of DD in favour of Accounts Officer (Cash), of concerned circle.
- x. The company should not be a licensed service provider to provide Basic services/ Cellular Services/ Internet services/ Unified access services/ NLD services anywhere in India.
- xi. The bidder company should not have substantial equity stake (10% or more) or vice versa in / of any Basic services/ Cellular Services/ Internet Services/ Unified Access Services/ National Long distance Services operating company (ies) in India or their promoters. Even at a later date, if there is substantial change in the ownership structure of the company leading to the above mentioned types of companies / promoters getting more than 10% stake, then BSNL reserves the right to terminate the contract. PSUs under Department of Telecommunications are exempted from this requirement. A self – certification regarding the same shall be submitted by bidder.

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

- 2.1 Copy of the Certificate of Incorporation, Article of Association & Memorandum of Association and company's profile.
- 2.2 List of Directors including their names(s) and address(es) alongwith contact telephone numbers, DIN of each director & CIN of the company.
- 2.3 Certified True copy of Board's/ Management's resolution in favour of authorized signatory.
- 2.4 Specimen signature along with initials of the authorized official duly attested by Company's/authorized signatory's Banker.

- 2.5 Audited Annual Report for last three years of the company, in case printed copy is not available then copy of the same duly certified by the Company Secretary/ Director/ Managing Director of the company/Authorized Signatory of the company.
- 2.6 Turnover certificate for last three years along with balance sheets from the company's Auditors/ CA mentioning the field of turnover as required under the eligibility conditions.
- 2.7 Positive net worth certificate of last three years duly certified by CA as per the required eligibility conditions.
- 2.8 Experience Certificates or Project Completion Certificates Or Copies of Work Orders/ Contracts/ Agreements/Purchase Order along with copies of Invoices and TDS certificate or any other verifiable documents, supporting / substantiating his experience, issued by the end customers or by any licensed Service Providers/ Carriers/Operators through whom said services have been offered to the customers as required under the eligibility conditions.
- 2.9 Non-refundable Empanelment fees of Rs Three/Two/One lakh plus GST in the form of DD in favour of Accounts Officer (Cash), BSNLCO, New Delhi/ Accounts Officer (Cash), BSNL Circle name as required under the eligibility conditions.
- 2.10 Copy of GST/TIN registration certificate/ PAN Card.
- 2.11 Undertakings, in support of company not being a Licensed Service Provider to provide Basic services/ Cellular Services/ Internet services/ Unified access services/ NLD services anywhere in India
- 2.12 A declaration that bidder ready to undertake a pilot project at his own cost if so desired by BSNL or the customer
- 2.13 A self – certification regarding Bidder Company does not have substantial equity stake (10% or more) or vice versa in / of any Basic services/ Cellular Services/ Internet Services/ Unified Access Services/ National Long distance Services operating company (ies) in India or their promoters.
- 2.14 Non Disclosure Undertaking (NDU), duly notarized on non judicial stamp paper of Rs.50/- (NDU format enclosed).
- 2.15 Contact details i.e. Name, mail id, phone no., mobile no., fax no. of a responsible person for liaising in this matter.
- 2.16 Complete details of software products with specifications & features, prospective clients etc.
- 2.17 Copy of Certificate of Start-up recognition issued by DIPP, Ministry of Commerce, Govt of India (in case of **Circle Silver Empanelment**).

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

The decision for requirement of POC is to be taken on case to case basis based on merit of service, revenue potential of the service, prevailing conditions in the market or any other condition as deemed fit by BSNL at the time of decision. SaaS may request BSNL for POC along with submission of non-refundable processing fee Rs. 10,000/- or BSNL may ask the SaaS for conducting the POC before commercial agreement with the same condition of payment. SaaS will be allowed to conduct POC with no additional cost to BSNL. SaaS are not allowed to use the infrastructure deployed for POC for commercial

purpose and gain any benefit by advertising the same. They will have to indemnify BSNL in all respects. BSNL may issue detailed guidelines from time to time keeping these aspects in mind.

4. SaaS Revenue share Policy:

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

4.1 Procedure for release of Revenue share to SaaS Provider:

- (i) BSNL will raise the bills / invoice to the customers as the work will be awarded to BSNL by its customers and the SaaS Provider will provide the service as a back end partner of BSNL.
- (ii) All statutory levies like License Fee/ spectrum charges etc arising on account of revenue earned due to SaaS will be deducted before distributing revenue share between BSNL and the intended SaaS provider.
- (iii) It has to be ensured that share to SaaS Provider is to be given only on receipt of amount from customer.
- (iv) Payment shall be made to SaaS Provider on back to back basis. SaaS Provider shall submit the bill on monthly basis or as per the periodicity mutually agreed.
- (v) The payment shall be made to SaaS Provider after deduction of TDS amount as per provisions of the Income Tax Act, 1961.
- (vi) In case of any dispute/complaints from the subscribers regarding any defect or non-delivery and consequent refund request, SaaS Provider shall be responsible for providing the conclusive evidence of performance at its end within a month, failing which the disputed charges will be deducted from the payment of SaaS Provider.
- (vii) BSNL will adopt new mechanisms/ processes evolved for seamless & timely payment of revenue share to business partners.

4.2 Goods & Service Tax (GST):

- (i) BSNL will raise GST compliant Invoice to its customers for SaaS provided or agreed to be provided and deposit GST with GST department, Govt of India.
- (ii) SaaS Provider will issue GST compliant invoice in conformity with Rule 46 of CGST Rules 2017 to BSNL for claiming its revenue share and make all necessary GST compliances within time specified under the GST laws so that BSNL can avail Input Tax Credit (ITC) against the GST payable on output service.
- (iii) SaaS Provider shall be responsible for timely issuance and delivery of invoice/ DN/ CN for its revenue share to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.
- (iv) Tax amount will be paid to the SaaS Provider only after it declares the details of the invoices in its return in GSTR 1 and the GST is paid to Govt. by filing return GSTR-3B within stipulated time period under GST law and the same is reflected in GSTR-2A of BSNL on GSTN portal.
- (v) SaaS Provider to issue all necessary documentation and perform all necessary compliances for BSNL to be eligible to claim the input tax credit of GST to them. In case BSNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the SaaS Provider in his revenue share invoice would be recovered from him.
- (vi) GST TDS as applicable under CGST Act, 2017 shall be deducted from the payments to be made to supplier.

4.3 Statutory Taxes and Duties: Both parties i.e BSNL and SaaS provider shall comply all statutory taxes, duties and levies if any, levied by the Govt of India, State Governments and local authorities applicable at present and in future.

5. Roles and Responsibilities:

5.1 Roles & Responsibility of Software as a Service Provider (SaaS):

The SaaS shall be responsible for complete implementation of software solution during the period of agreement with customer including comprehensive AMC (including warranty etc.) wherever required by the customer. Complete implementation means full responsibility to implement Software solution for customer as specified by them. Further comprehensive AMC means full responsibility to undertake effective & efficient Operation & Maintenance activities as specified. This includes all incidentals/ services/ materials/ manpower/ permissions/ liaison/ licenses/ spares/ consumables etc., whether explicitly listed or implicitly required for the satisfactory completion and performance of the System as per the specifications, meeting international codes and standards. SaaS should be capable of performing all (except providing telecom Connectivity) activities involved in end to end delivery of software value chain, including, but not limited to following:

- (i) SaaS shall have to install servers/platforms including hardware/ other software/database etc in a location finalized as per the requirements of customers, within India.
- (ii) SaaS shall have to do all the Operation & management of the Requisite Software (including warranty) application on 24x7x365 basis.
- (iii) SaaS shall be responsible for arranging the hosting infrastructure for the requisite software application at its own cost.
- (iv) SaaS shall have to do all Analytics and reporting as per requirement of customer & BSNL and to prepare Dashboard to access all reports and other details of software solution
- (v) SaaS shall have to do Full Life cycle state management designed to cover wide range of use-case scenarios
- (vi) While offering the services, SaaS shall be totally bound and obliged to comply with all applicable laws, norms and directions issued time to time by the Regulator (TRAI) or the Licensor (DOT) or Govt. of India or BSNL and any new condition/ direction/ amendment/ stipulation which may be brought in force by the Regulator/ Licensor/ Govt. of India/BSNL subsequent to the execution of agreement under this EOI, at no additional cost to BSNL during the whole agreement period. All such conditions/ directions/ amendments/ stipulation should be deemed to be automatically included in this agreement.
- (vii) All after sale support of SaaS will be the responsibility of SaaS Partner.
- (viii) Sales Tax or any other tax liability on sale of SaaS shall be responsibility of Partner. BSNL shall not be responsible for any claim related to partner's Software.
- (ix) The SaaS shall ensure the Quality of Service (QoS) as prescribed by TRAI (Regulator) time-to-time. The SaaS shall operate and maintain its Network conforming to Quality of Service standards subject to such other directions as the competent authority of BSNL may give time to time and shall also adhere to such QoS standards and provide timely information as required therein.
- (x) The SaaS shall be responsive to the complaints lodged by BSNL. He shall rectify the anomalies within the specified MTTR and maintain the history sheets for each installation, statistics & analysis on the overall maintenance status and the same shall be made available to BSNL at desired intervals in prescribed format/ Performa.
- (xi) SaaS will use its best endeavour and in good faith to ensure that it does not do or permit to be done or omit or permit the omission of any matter in relation to its network, which will cause damage to BSNL's network or result in the interference with the operation of the BSNL's network.

- (xii) Any other activity (ies) necessary for the successful implementation, provisioning of services.

5.2 Roles & Responsibility of BSNL

- (i) BSNL will do interaction with customer individually or jointly with SaaS.
- (ii) BSNL will provide telecom connectivity to integrate / access SaaS hosted application software solution, as per requirement of customer. Types of connectivity are SMPP connectivity for SMSC, PRI connectivity for voice response system & WAP connectivity, Broadband connectivity for Internet, Subscriber Identity Module (SIM), etc., which will be billed by BSNL directly to customer and there will be no revenue share with SaaS for such service/ components.
- (iii) BSNL will provide Short codes, Long Codes & Access Point Name (APN)s for SMS, USSD, IVR etc, as per as per requirement of customer.
- (iv) BSNL may use its man-power for deployment, field support for day to day operation & Maintenance (O&M), if required and feasible.
- (v) BSNL will provide support for Telecom network related problems or its services.
- (vi) BSNL shall ensure complete compliance of all licensing and Regulatory guidelines related to its network during the whole agreement period.
- (vii) Any service/component/infrastructure required by SaaS to make the service workable will be provided by BSNL on chargeable basis as per BSNL existing policy/tariff plans
- (viii) BSNL will issue customer bills and assist SaaS for revenue collection from the customer in the time bound manner, as per the existing process in the CDR system.

The above broad roles & responsibilities are only indicative/ tentative and may differ on case to case basis at the time of discussions with the SaaS based on type of solution proposed and responsibility matrix finalized. The actual roles & responsibility shall be made part of agreement in each case, on case to case basis

6. Business Acquisition and Selection of SaaS:

Empanelment under existing SaaS policy/EOI is on non-exclusive basis and therefore, there may be multiple empanelled SaaS Providers for providing the same service to the end customers, on the same tariff/rate card (to be approved by BSNL).

Accordingly, for business acquisition and allocation among the SaaSs, providing similar service, following methodology shall be followed:

- a. Business acquired by any SaaS provider directly from the Customer, will be directly booked / allocated to the respective SaaS provider.
- b. In case, Customer/business is acquired by BSNL on nomination basis or otherwise, the business will be allocated between the different SaaS providers, on H1 basis. The BSNL Circle/BA, who acquires the business, will call for sealed quotes/bid from empanelled SaaS providers (providing similar service) to offer additional revenue share to BSNL [in (plus) percentage over and above the minimum revenue share decided by BSNL for that service as per relevant provisions in the EOI]. Business garnered by BSNL will be allocated to the SaaS provider offering maximum revenue share for that specific business opportunity/deal.
- c. In the cases where any SaaS provider had assisted or coordinated with the customer to nurture the business in the name of BSNL, that SaaS provider will be given a choice by way of providing "First Right of Refusal" at the H1 revenue share to BSNL, determined through sealed bid method, defined in previous para.
- d. The incumbent SaaS provider (who is given first right of refusal) will have the option not to accept H1 offer. In such situation, the business will be awarded to the SaaS provider who quoted H1 share to BSNL. In case, the H1 SaaS provider refuses to accept his own quoted share/rate, he shall be barred for one year (from the date of refusal) to participate in the above process of business allocation, along with other penal actions under empanelment. In such case, H2 shall be offered H1 share/rate and to execute the project/business, and so on.
- e. Additional business from an existing SaaS Customer will go to the SaaS provider who is already providing services to that Customer.

7. Card Rate/Tariff of the Service:

- a. BSNL will offer / launch only those Software Solutions/Services as SaaS which are quantifiable as standard packaged service and for which tariff rate card (in terms of per user/per customer/per license/per month, etc.) could be pre-defined/approved.
- b. Pricing model, discounts etc for the offered Software Solutions/Services shall be detailed in the agreement which will be signed between BSNL and the SaaS provider. BSNL will pre-approve/finalise the pricing model/tariff rate card for the Software Solutions/Services for the End Customers, in due consultation with empanelled SaaS partner.
- c. SaaS Partner will propose Tariff Rate Card for the Software Solution/Services that he intends to provide to BSNL's Customers along with justification on reasonability of rates, prevailing market comparative tariffs of other providers offering similar solutions/services, etc. The same will be referred to a nominated Standing Tariff Committee at BSNLCO / Circles for considerations / recommendation for the final approval of Competent Authority in BSNL, as per following:
 - i. For National SaaS providers: NB Cell BSNL CO will process / finalise the tariff/rate card for approval through appropriate Standing Tariff Committee.
 - ii. For Circle SaaS providers and Circle Silver SaaS providers: Nodal cell of the concerned Circle will process the case for finalisation of tariff rate card for the said Software Solutions/Services, through a Standing Tariff Committee at Circle level, and will

forward the proposal to NB Cell BSNO CO with due recommendation of CGM and concurrence of circle IFA, for approval of Corporate Office (for maintaining the uniformity in tariffs rates in different Circles for similar services offered through same or any other SaaSP).

- d. In the cases, where customer asks for additional / customized software services/solutions which are different from the approved services/solutions mentioned in the rate card; in such cases, tariff / rate card for the additional /customised requirement shall be approved in the manner as defined above, before offering the same to the Customer. These rates will also be included in the standard Tariff/Rate Card for subsequent business and will also be applicable for the other empanelled SaaSPs, offering the same service.
- e. The services/solutions offered under this EOI will not be offered as bundled services/solutions in any tariff package/services offered by BSNL, however, the customer can opt offered SaaS services/solutions as add-on to any package/services being offered by BSNL.

8. Performance Bank Guarantee:

- i. **National SaaSPs** – The SaaSP shall furnish an initial Performance Bank Guarantee (PBG) of Rupees 3 lakhs (Rupees Three Lakhs only), initially at the time of signing of Agreement, towards due observance of the terms and conditions of the agreement. PBG will be reviewed upward annually so as to keep the minimum PBG equal (rounded of) to 3% of annual revenue (including GST etc) from the services during immediately preceding year or Rs. 3 Lakhs, whichever is higher. [e.g., PBG will be reviewed at the beginning of 2nd year on the basis of total revenue in first year and if 3% of total revenue is higher than Rs. 3 Lakhs, the SaaSP shall submit revised/additional PBG to make the total BG equal to 3% of annual revenue).
- ii. **Circle level and Circle Silver SaaSPs:** The SaaSP shall furnish a Bank Guarantee of Rs. One Lakh fifty thousand, initially, towards due observance of the terms and conditions of this agreement. BG will be reviewed upward annually so as to keep the minimum BG (rounded of) equal to 3% of annual revenue (including GST) from services or Rs. 1.5 lakhs, whichever is higher.
- iii. The PBG shall be issued by any Scheduled Bank (except Co-Operative Banks).
- iv. Without prejudice to its rights or any other remedy, BSNL may encash the PBG in case of any breach in terms and conditions of the Revenue Share agreement by SaaSP or in case of business loss suffered by BSNL due to poor quality of services like frequent failure, delayed response, etc. on part of SaaSP.
- v. BSNL shall reserve the right to encash the PBG in case the SaaSP or its OEM partner withdraw from the agreement citing commercial/ business case reasons or any other reason/s not mentioned in the agreement.
- vi. This PBG shall be valid initially for the period of Forty Two Months (agreement period of 3 years plus 6 months).
- vii. SaaSP will submit the revised PBG in case his BG of a part of BG is forfeited due any default under this EOI.

9. Performance responsibility / revenue targets for SaaS Partner and Agreement Renewal:

- a. SaaSP will have to fulfil the minimum revenue commitment target of following value:

- i. **National SaaSps:** For Agreement period of 3 years, total minimum business commitment will be Rs.4.5 Cr (excluding all taxes).
 - ii. **Circle SaaSps:** For Agreement period of 3 years, total minimum business commitment will be Rs.1.5 Cr (excluding all taxes) per Circle.
 - iii. **Circle Silver SaaSps:** Total minimum business commitment will be Rs. 25 Lakhs (excluding all taxes) (Empanelment is restricted only in one Circle of his choice and empanelment period is only one year).
- b. Above condition of Business commitment during the Agreement period, shall be backed with payment of Renewal Fee, in following manner:
- i. In case, the SaaSps achieve minimum business commitment target during the agreement period, no fee shall be charged at the time of their renewal and renewal will be for further 3 years.
 - ii. In case, the SaaSps achieves more than 50% of the minimum business commitment target during the agreement period, 50% of empanelment fee shall be charged from the SaaSps at the time of renewal, and renewal will be for further 2 years.
 - iii. In case, the SaaSps achieves 50% or less, of the minimum business commitment target during the agreement period, SaaSps will be charged full amount of empanelment fee defined in the EOI and further renewal will be only for one year.

10. Signing of Agreement:

Separate Agreements will be signed between the BSNL and SaaSps for providing agreed services. From BSNL side, NB Cell will sign the agreement for empanelment done at corporate level and Nodal officer of concern circle will sign the agreement for circle level empanelment.

The draft agreement, containing the complete commercial, financial and technical conditions shall be forwarded to the eligible companies only after evaluating the proposal containing the above documents and after finalization of the service/s & their respective card rate/tariff.

10.1 Methodology to extend/Terminate agreements:

- i. Extension of the agreement is approved after considering following:
 - a) Revisions in revenue share, due to change in marketing conditions, by holding negotiations through a committee.
 - b) Service continuity to existing subscribers is of paramount importance
 - c) Feedback from User Agency
 - d) Performance of SaaSps
 - e) Revenue Potential of the Service
 - f) To maintain Service Portfolio to match competition
- ii. BSNL may terminate the agreement any time by giving one month notice to the SaaSps in case of violation of any agreement conditions, non performance, or observance of any malpractice by the company or keeping in view BSNL's business interests. Possible defaults by the Bidder Company / empanelled SaaSps and the actions to be taken by BSNL is attached at Annexure-I.

- 11. Submission of BG to Customer:** In case BG is required to be submitted by BSNL to customer, equivalent amount of BG may be got deposited by SaaSP to BSNL for the same duration. In case BG submitted by BSNL is revoked due to any reason directly or indirectly attributable to SaaSP, BSNL may also encash the BG submitted by SaaSP.
- 12. AMC/Management of service:** Terms & Condition of AMC are supposed to be finalized along with project proposal as a part of OPEX. All the guidelines of the SaaS policy are applicable including the handling charges.

13. Service level Agreement (SLA) & Penalty:

- i. SaaSP shall commit to appropriate laid down service levels as per a service level agreement (SLA) agreed with BSNL prior to going live, which shall inter alia define the criteria for planned maintenance downtimes, weekend downtimes, etc. as well as assured quality levels to be adhered to by the Service Provider. In case of customized orders acquired through tender, the SLA will be subject to SLA provisions of those contracts

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

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

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

14. Marketing of services:

- i. Partners will at its own cost undertake marketing, advertising, promotion, etc. of SaaS offerings.
- ii. Partners will take prior permission from BSNL for using the logo in advertisement, banners, posters, TV shows, website or any other mode of promotion or marketing of SaaS by Partners.
- iii. Data Centre services will be offered by BSNL as an optional service to the SaaSP for marketing their product. However, the SaaSP will bear the expenses of Data Centre services provided by BSNL through its commercial Internet Data Centers as per the BSNL standard card rate with applicable discounts etc.

15. Data Privacy and IPRs:

The SaaSP shall be fully responsible for maintaining the data privacy of the BSNL customers as well as any infringement in the IPRs of third party and BSNL will not be responsible for any liability arising out of any such dispute.

With reference to section 75 of the Information Technology Act-2000, the Computer Systems or Networks that a SaaS uses/installs for providing service to a customer will be located in India

16. Arbitration, Applicable Law and Jurisdiction:

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

Where parties are unable to settle the disputes through conciliation, the same shall be referred to the authority for referral of such disputes to arbitrator/s (chosen from the name(s) provided by BSNL), to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation (Amendment) Act, 2015 (3 of 2016), as per guidelines issued vide BSNL letter no. MMS/135-1/2011-12 (Pt.)/70 dated 28.12.2017(attached) or any amendment / notification issued.

The venue of the arbitration proceeding shall be New Delhi or Circle/SSA HQ (as the case may be).

17. Indemnification:-

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

- Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party;
- Any breach of the terms and conditions in this Agreement by the SaaS;
- Any claim of any infringement of any intellectual property right or any other right of any third party or of law by the SaaS;
- Any claim made by any third party arising out of sale of the software as a service and arising in connection with faults in said software/ service.
- The SaaS shall comply all the laws, Directives; guidelines etc of the land and shall be fully responsible for the same. They shall Indemnify BSNL for any liability arising out of non compliance of the same.

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

19. Submission of Proposal:

Interested and eligible Companies who wants to empanel at national level may submit their proposals along with all the requisite documents as per conditions 1&2 above, on any working day to DGM (NB) BSNL CO New Delhi or nodal officer of the circle. For Circle level empanelment (**Circle SaaS** and **Circle Silver SaaS**), interested and eligible Companies may submit their proposals along with all the requisite documents as per conditions 1 & 2 above, to nodal officer of concerned Circle on any working day.

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

-----End of Document-----

Annexure-I

Action to be taken against defaults by the bidder

S. No.	Defaults of the bidder / vendor / Franchisee.	Action to be taken by BSNL
A	B	C
1	Submitting fake / forged	i) Rejection of empanelment of respective Vendor. 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.
	a) 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.	Termination of agreement , if signed. This implies non-acceptance of further supplies / work & services and except to make the already received material work/complete work in hand
	Note1 :- However, in this case the performance guarantee if alright will not be forfeited. Note2 : 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 :	
	(i) If detection of default is prior to testing and validation of service/ Signing of Agreement.	i) Cancellation of empanelment ii) Forfeiture of empanelment fee. 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.
	(ii) If detection of default during the testing and validation but before launch of service/Signing of Agreement.	i) Cancellation of empanelment , ii) Forfeiture of empanelment fee and setup fee. 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.

	(iii) 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 ii) Forfeiture of empanelment fee, setup fee & PG/SD. iii) Resources (software and hardware) provided by the Franchisee will be returned. 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.
	(iv) If detection of default after launch of service/Signing of Agreement.	i) Cancellation of empanelment and termination of agreement if signed ii) Forfeiture of empanelment fee, setup fee & PG/SD. iii) Resources (software and hardware) provided by the Franchisee will be taken over by BSNL for the continuity of the service or till migration of the service 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.
	Note 1:- 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.	
	Note 2:- 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 : a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors. b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely. c) Obstructing functioning with the enterprise customers and BSNL employees associated with this service.	i) 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, Franchisee 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 ii) Forfeiture of empanelment fee, setup fee & PG/SD. iii) Resources (software and hardware) provided by the Franchisee will be taken over by BSNL for the continuity of the service or till migration of the service 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.
6	Regulatory guidelines violation (issued by TRAI & BSNL)	Franchisee will be given one month time period to rectify the issue & comply the regulatory guidelines. If not rectify, services will be stopped and following action will be taken : i) Cancellation of empanelment and termination of agreement if signed ii) Forfeiture of empanelment fee, setup fee & PG/SD. iii) Resources (software and hardware) provided by the Franchisee will be taken over by BSNL for the continuity of the service or till migration of the service.
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 Franchisee	i) Franchisee to rectify the same immediately, if any loss occurred to BSNL or enterprise customer will be recovered from Franchisee. ii) Cancellation of empanelment and termination of agreement if signed. 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. iv) Legal Action will be initiated by BSNL against the Vendor , if required.
8	Failure to provide the satisfactory service to customer	Franchisee will be given one month time period to improve the services. If not improved, the customers will be migrated to other franchisee and in this regard, any expenditure, penalties etc will be recovered from Franchisee.

9	False commitment to customers and hampering the brand image of BSNL	Any claim made by the customer to BSNL, the same will be recovered from Franchisee and Banning of business 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.
10	Franchisee declared insolvent etc	i) Any dues owed to Franchisee will be recovered from the PG/ SD submitted by Franchisee and resources (software and hardware) provided by the Franchisee will be taken over by BSNL for the continuity of the service or till migration of the service. ii) Cancellation of empanelment and termination of agreement if signed.

FORMAT OF THE NON-DISCLOSURE UNDERTAKING

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

M/s _____, a company registered under Companies Act 1956/2013, having its registered office at _____ acting through Shri _____, the authorized signatory (which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) hereby declare and undertake that we shall not divulge any part of this agreement either through oral or written communication or through any mode to anyone.

We further undertake and declare that we shall be responsible for safe custody of the papers/documents including the Agreement proposed to be entered into between M/s BHARAT SANCHAR NIGAM LIMITED and ourselves. We shall ensure all necessary steps to safeguard the privacy and confidentiality of the Agreement and shall use our best endeavours to secure that no person acting on our behalf or ourselves divulge or disclose or use any part of the Agreement without the written consent of M/s BHARAT SANCHAR NIGAM LIMITED.

We further declare and undertake that if we declare not to sign the above Agreement with M/s BHARAT SANCHAR NIGAM LIMITED, we shall return back the copy of the Agreement (in original) back to designated official acting on behalf of M/s BHARAT SANCHAR NIGAM LIMITED within one month without preserving any copy of the same, in any form, whatsoever.

We further declare and undertake to indemnify M/s BHARAT SANCHAR NIGAM LIMITED for any loss or damage(s) caused to it by virtue of any default from our side in compliance to the aforesaid conditions.

Signed on behalf of M/s _____ by Shri

(Name and Designation) authorized signatory