



EoI for Empanelment of Partners on non-exclusive basis for Provision of Security Operations Center (SOC), CNPN and 5G NR SA services in overseas countries to Business entities/institutions/Government organizations.

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Bharat Sanchar Nigam Limited (BSNL) intends to forge partnerships with Indian companies, with international operations outside India, interested in providing Security Operations Center (SOC), Captive Non-Public network (CNPN) and 5G NR Standalone(SA) services to the Business entities/institutions/Government organizations for provisioning of one or many services in overseas countries. To further give impetus to provisioning of above services, BSNL has decided to empanel a set of Indian Companies on non-exclusive basis. The proposals are invited from interested and eligible Indian companies with experience in the relevant field, for empanelment as Security Operations Center Provider (SOCP)/ Captive Non-Public network (CNPN) provider/ 5G NR Standalone (SA) provider. The eligible companies will act as a partner of BSNL for planning, designing, installing, commissioning and/or maintaining applicable service for various organization in overseas country(ies).

1. Eligibility Conditions:

1.1. For SOC Service Provider/Partner empanelment:

- 1.1.1. The prospective SOCP shall be a company registered and incorporated in India under Companies Act, 1956/2013.
- 1.1.2. The company should have a minimum annual turnover (audited) of Rs. 5 Crore in the field of SOC during any one of the last three financial years.
- 1.1.3. The company should have a minimum of 5 years of experience in managing and operating SOC services for large organization or critical sectors (e.g., government, infrastructure, large corporations).
- 1.1.4. Experience should include successful SOC projects for at least three clients, preferably including one in an overseas location.

- 1.1.5. The company will have to submit certificates from the organizations with whom the services have been provided by the company in respect to the above experience.
- 1.1.6. The company will be required to submit a non-refundable empanelment fee of Rs. One Lakh + GST, along with the proposal in the form of DD in favour of Accounts Officer (Cash) , BSNL, New Delhi.
- 1.1.7. The Company shall possess and maintain valid certifications for ISO 9001, ISO 20000, ISO 27001, and CMMI Level 5. Copies of these valid certificates must be submitted as part of the proposal.

1.2. **For CNPN Service Provider/Partner empanelment:**

- 1.2.1. The prospective CNPNP shall be a company registered and incorporated in India under Companies Act, 1956/2013.
- 1.2.2. The company should have a minimum annual turnover (audited) of Rs. 5 Crore in the field of CNPN services during any one of the last three financial years.
- 1.2.3. A minimum of 3 years of experience in providing similar solutions, with at least one completed overseas project for an enterprise or government.
- 1.2.4. Expertise in designing and managing private networks with security protocols. BSNL may ask to prove this expertise before the execution of agreement for carrying out any overseas project. In case company is failed to satisfy the condition, BSNL will have full right not to proceed with the any business in overseas with company even after empanelment.
- 1.2.5. The company will have to submit a certificate from the organization with whom the services have been provided by the company in respect to the above experience.
- 1.2.6. The company will be required to submit a non-refundable empanelment Fee of Rs. One Lakh + GST , along with the proposal in the form of DD in favour of Accounts Officer (Cash) , BSNL, New Delhi.

1.3. **For 5G NR SA Service Provider/Partner empanelment:**

- 1.3.1. The prospective 5G NR SA service provider/partner shall be a company registered and incorporated in India under Companies Act, 1956/2013.
- 1.3.2. The company should have a minimum annual turnover (audited) of Rs. 15 Crore in the field of 5G services during any one of the last three financial years.
- 1.3.3. 2 years of experience in 5G deployment with proven deployment in at least one overseas market.
- 1.3.4. Technical Expertise in deploying 5G SA networks per 3GPP standards. BSNL may ask to prove this expertise before the execution of agreement for carrying out any overseas project. In case company is failed to satisfy

the condition, BSNL will have full right not to proceed with the any business in overseas with company even after empanelment.

- 1.3.5. The company will have to submit a certificate from the organization with whom the services have been provided by the company in respect to the above experience.
- 1.3.6. The company will be required to submit a non-refundable empanelment Fee of Rs. One Lakh + GST, along with the proposal in the form of DD in favour of Accounts Officer (Cash) , BSNL, New Delhi.
- 1.4. The company will have to submit the documentary evidence with respect to technical expertise in relevant services as mentioned above in eligibility condition. BSNL may ask a technical presentation to prove the expertise any time or before starting any overseas project to ensure the same, failing which BSNL will have right not to proceed with any overseas business with company.
- 1.5. The term of non-exclusive empanelment Agreement shall be sixty (60) months of each service, with the option for extension at BSNL's sole discretion, as may be required by BSNL. All rights to extend the Agreement shall exclusively reside with BSNL.
- 1.6. It may be noted that this empanelment is only to carry out the relevant business or services in overseas market/ countries. BSNL is not intended to provide these services in India through partners who are empanelled under this policy.
- 1.7. This empanelment solely authorizes the partner to engage in preliminary discussions with prospective clients in overseas markets and present business proposals to BSNL. The finalization of any business proposal, revenue-sharing model, responsibility matrix, and definitive agreements for conducting business shall be determined on a case-by-case basis, subject to mutual agreement among BSNL, the overseas organization, and the empaneled partner. BSNL reserves the exclusive right to accept, modify, or reject any such proposal, and its decision in this regard shall be final, binding, and not subject to dispute.

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.
- 2.2. List of Directors including their names(s) and address (es) along with 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 of the authorized official duly attested by Company's/authorized signatory's Banker.

- 2.5. Latest audited Annual Report of the company, in case published copy is not available then copy of the same duly certified by the Company Secretary/Director/Managing Director of the company.
- 2.6. Turnover certificate from the company's Auditors/ CA mentioning the field of turn over as required under the eligibility conditions.
- 2.7. Documentary evidence of having the technical expertise or undertaking for the same as per eligibility condition.
- 2.8. Non-refundable Empanelment fees in the form of DD in the name of AO (Cash) BSNL New Delhi, required as per eligibility conditions.
- 2.9. Non-Disclosure Undertaking (NDU), duly notarized on non-judicial stamp-paper of Rs.50/- (NDA format enclosed as Annexure-I).
- 2.10. NEAR-RELATIONSHIP certificate as Annexure-II
- 2.11. Contact details i.e. Name, mail id, phone no., mobile no., fax no. of a responsible person for liaising in this matter.
- 2.12. Self-declaration that the company is not blacklisted by any government department/ organization.
- 2.13. The Work experience certificate(s) by the senior official of the relevant organization/department including details like Name, full address, contact land line phone/mobile number, Official Email address, etc. of the issuing authority on the Letterhead of the organization/department/company where the work/supply was executed.

The eligible company, only after evaluating the proposal of the above document, will be empaneled and an empanelment Agreement will be executed within 28 days on the terms contained herein. Thereafter, the definitive agreement be executed containing interalia terms stated herein commercial, financial and technical conditions etc., along with such terms and conditions which are mutually agreed between the parties for the respective services as the case may be, as and when required. ("

Individually, above agreements will be termed as "Empanelment Agreement" and "Definitive Agreement", respectively and collectively, both the Agreements shall be referred to as the "Agreement". Also, BSNL and Empaneled Partner shall collectively be called as "Parties".

3. Scope of Work & Technical Specifications:

The following broad scope of work (SOW) technical specifications is only indicative/ tentative and may differ on case to case basis at the time of discussions with the prospective customer based on type of solution proposed. The actual SOW shall be made part of definitive agreement in each case, on case to case basis. The scope covers three primary services: Security Operations Center (SOC), 5G services, and captive Non-Public Network

(CNP) services, with each service operating on a revenue-sharing model. However, The actual SOW shall be decided with mutual agreement and will be part of the definitive agreement in each case, on case to case basis.

3.1. Scope of Work for SOC Services:

1. Infrastructure setup for SOC, cloud service integration, and provision of tools for continuous threat monitoring.
2. SOC operations to include comprehensive incident response, vulnerability management, and endpoint protection.
3. Managed Security Services (MSS) covering firewalls, intrusion prevention, and endpoint security with regular updates and 24/7 monitoring.
4. Infrastructure Design & Implementation: Design a SOC framework tailored to the organization's security needs including country specific local regulatory & security requirements/policies.
5. 24/7 Monitoring & Threat Detection: Provide round-the-clock monitoring, data analysis, and threat detection.
6. Incident Response: Develop and maintain protocols for incident management.
7. Vulnerability Management: Conduct regular scans, tests, and assessments.
8. Compliance & Reporting: Ensure that the SOC operations comply with international standards and any local regulatory requirements.
9. Threat Intelligence & Reporting: Integrate real-time threat intelligence feeds and generate security reports.

3.2. Technical Specifications for SOC Services:

1. Advanced Threat Detection Tools: Use ML and AI-driven threat detection.
2. Incident Management Platform: Incident response solution with ticketing and logging.
3. Network Security Components: Firewalls, IDS/IPS, and endpoint protection.
4. Compliance Tools: Data encryption and secure data management.
5. Scalability: SOC should support integration with additional monitoring tools as needed.

3.3. Scope of Work for CNPN Services:

The scope of work for 5G CNPN services includes initial network design & planning, infrastructure deployment, network management & integration, and necessary customization to meet the specific needs of the customer. The customer can be an organization or industry like manufacturing, logistics, healthcare, and utilities, which require

secure, high-performance, and customizable network infrastructures to support mission-critical applications and services.

1. Set up localized 5G networks for enterprises, with limited CAPEX on demand basis.
2. Private 5G network supporting local area voice services, uRLLC, mMTC, and eMBB services.
3. Usage in specific applications, like mission-critical deployments, requiring portable architecture and modular components.
4. Network Deployment & Configuration: Set up network for corporate use.
5. Seamless Integration: Ensuring connectivity and interoperability between the CNPN with existing network/system to meet the requirement of the services required by customer.
6. User Authentication & Access Control: Implement secure access protocols and mechanisms.
7. On-Site Maintenance & Support: Offer diagnostics and network maintenance.
8. Regulatory Compliance: Ensure the network meets local regulatory standards.
9. Monitoring & Reporting: Conduct performance tests and provide usage reports.

3.4. Technical Specifications for CNPN Services:

1. 5G Network Components: The 5G core, 5G RAN (gNB) including the involved connectivity & backhaul options as per 3GPP standards 7 customer requirements.
2. Authentication System: Protocols as per 3GPP standards and customer /services requirements e.g. 5G-AKA for secure access.
3. Bandwidth & Frequency Management: Configured per client and compliant with regulations.
4. QoS Controls: Prioritize traffic for enterprise-grade applications.
5. Interoperability: Integrate with 4G and 5G networks and existing network/system of customer for seamless connectivity as per customer /services requirements as well as 3GPP Standards & regulatory requirements.

3.5. Scope of Work for 5G NR SA Services:

1. Partner to deploy an indigenous 5G network architecture, covering high-speed services like Mobility, Enhanced Mobile Broadband (eMBB), Fixed Wireless Access (FWA), IoT and RAN slicing.
2. Requirements for deploying 5G with dual carrier support, RAN hardware, mid-band spectrum, and mMIMO configuration specifications compatible

with 3GPP standard Rel 17.

3. Network Design, Deployment & Optimize: Deploy complete 5G SA network infrastructure.
4. High-Speed Data Services: Support for eMBB, IoT, and low-latency connectivity.
5. Network Operations & Maintenance: NOC set up with NMS system for regular fault, performance and user experience monitoring and ticketing for maintain services of the network.
6. User and Device Provisioning: Set up user profiles and access controls.
7. Quality Assurance: Conduct testing to verify service requirements and maintain defined network QoS adhering to KPI SLA.
8. Spectrum Management and Compliance: Capability to manage spectrum resources and comply with regulations to maintain spectral efficiency SPE as per regulatory standard in 5G mMIMO services.
9. Compliance: Ensure deployment aligns with local regulations.

3.6. Technical Specifications for 5G NR SA Services:

1. 5G SA Core Network: Core network including AMF, UPF, SMF etc. as per 3GPP standards.
2. Prospective partners must submit a comprehensive Spectrum Feasibility Report as part of the documentation.
 - a. The report should detail the availability, allocation status, and required regulatory approvals for spectrum usage in the target market.
 - b. This submission is mandatory and must be provided prior to the final approval of any project.
 - c. Failure to comply with this requirement may result in project delays or disqualification.
3. 5G NR Access: Components supporting spectrum bands used in the target region.
4. Massive MIMO and Beamforming: Radio access tech for efficient bandwidth usage.
5. Support for IoT and uRLLC: Capabilities to support IoT and low latency.
6. Compliance Standards: Adherence to 3GPP Rel. 17 or above for RAN and core components.

4. Responsibility Matrix:

The following broad responsibility matrix for BSNL and partner is only indicative/tentative and may differ on case to case basis at the time of discussions with the prospective customer based on type of solution proposed. The actual responsibility matrix shall be made part of definitive agreement in each case, on case to case basis.

4.1. Security Operation Center Services

A. BSNL's Responsibilities:

1. Tooling and Basic Security Resources: Consultation on initial security tooling and network resources required.
2. Compliance Oversight: Collaboratively working out that SOC services offered are as per requirement of the customer.
3. Contractual Support and SLA Management: Set SLAs for service quality.
4. Inputs to Security Policy: Share insights from latest policy updates and telecom industry learnings with partners for SoC.

B. Partner's Responsibilities:

1. SOCP will design and implement a comprehensive SOC solution, addressing specific security needs of the customer as well as industry best practices, local regulatory requirements, national and international certifications.
2. Infrastructure Setup: Provide foundational infrastructure and cloud service integration.
3. SOC Operations and Management: Handle daily operations, monitoring, and incident response.
4. Vulnerability and Risk Assessment: Conduct security audits and assessments.
5. Client Acquisition and Support: Manage customer acquisition and client relations.
6. Incident Management and Threat Intelligence: Update incident response protocols.
7. Compliance and Reporting: Adhere to security standards and regulatory requirements.
8. AMC and Technical Support: Provide AMC agreements for necessary hardware and software with regular updates as per requirements.

4.2. Captive Non-Public Private Network (CNPN) Services

A. BSNL's Responsibilities:

1. Recommendation on Core and RAN Technical Specifications: Provide insights on indigenous core and RAN infrastructure compliant with 3GPP standard.
2. Network Design and Planning Support: Assist in design and planning for private network deployment.
3. Compliance Oversight: Help regulatory compliance.
4. Performance Monitoring: Set SLAs and review service quality reports

generated.

5. Brand rights: Provide Brand rights and credentials to use for sales and marketing of CNPN services

B. Partner's Responsibilities:

1. Provision for Core and RAN Components: Provide indigenous core and RAN infrastructure compliant with 3GPP standard.
2. Establishment of captive Non-Public Network solutions tailored to the client's campus and operational needs.
3. CAPEX and Deployment: Handle local CAPEX and infrastructure deployment.
4. Network Implementation: Execute site assessments, network design & planning including necessary customization to meet the specific needs of the customer, infrastructure deployment, network management and configuration & integration activities.
5. Client Relationship: Manage customer acquisition and support.
6. Conformance and compliance with Local Regulations: Ensure adherence to host country standards including license etc., as applicable.
7. Network Maintenance: Provide maintenance and upgrades.
8. The spectrum availability shall be provided by the partner. The spectrum availability for the proposed network deployment shall be ensured in advance by the partner and feasibility to be submitted to BSNL along with the business proposal.

4.3. 5G NR Standalone (SA) Services

A. BSNL's Responsibilities:

1. Design and Deployment Assistance: Collaborate in the planning, design, and deployment phases of the 5G SA network.
2. Network Maintenance review: Supply qualified personnel for regular network maintenance review and technical expertise support.
3. Regulatory Compliance Oversight: Help ensure adherence to regulatory standards.
4. SLAs and Quality Assurance: Define SLAs for network performance and monitor adherence.
5. Technical Support and AMC: Provide technical assistance and ensure AMC agreements with OEMs for sustained support.
6. Brand rights: Provide Brand rights and credentials to use for sales and marketing of CNPN services

B. Partner's Responsibilities:

1. Network Deployment and Configuration: Handle provisioning, installation,

- configuration, and deployment of the 5G SA network infrastructure.
2. Testing and Commissioning: Conduct acceptance testing and performance assessments before operational handover to BSNL.
 3. Network Operations and Troubleshooting: Manage network operations, configuration, and user provisioning.
 4. Conformance and compliance with Local Regulations: Ensure adherence to host country standards including license etc., as applicable.
 5. Performance Reporting and Optimization: Submit regular reports on network performance and implement optimization.
 6. Client Relationship Management: Acquire clients for BSNL's 5G services, maintain relationships, and provide ongoing support.
 7. The spectrum availability shall be provided by the partner. The spectrum availability for the proposed network deployment shall be ensured in advance by the partner and feasibility to be submitted to BSNL along with the business proposal.

5. **General Terms and Conditions of the Agreement:**

- 5.1. Empanelled partner with BSNL can provide relevant services as BSNL partner in any country except India. However, Regulatory and fulfilment of local law compliance requirement will be responsibility of partner.
- 5.2. Any requirement of import/ export license to/ from the particular country shall be fulfilled by the empanelled partner.
- 5.3. All bidders must adhere to internationally accepted Key Performance Indicators (KPIs) for each service outlined in the tender. The KPIs shall serve as the standard for evaluating service quality, operational efficiency, and compliance. Key requirements include:
 - 5.3.1. Performance Standards: Partners must ensure services meet or exceed internationally accepted standards of quality, as agreed upon with BSNL.
 - 5.3.2. Periodic Reviews: BSNL reserves the right to conduct periodic performance reviews to assess compliance with the agreed-upon KPIs.
 - 5.3.3. Reporting and Documentation: Partners are required to provide detailed performance reports at intervals specified by BSNL, including metrics on service delivery and quality.
 - 5.3.4. Failure to meet the performance benchmarks may result in penalties, termination of agreement, or other remedial actions as deemed necessary by BSNL.
- 5.4. All transaction and revenue share will be done in INR (India Rupees) only. This will be responsibility of empanelled partner to ensure that all transaction with BSNL in INR only and any charges / levy for making this arrangement will be borne by empanelled partner.
- 5.5. Non-refundable empanelment Fee of Rs One Lakh + GST will be applicable separately for each service.

- 5.6. The Partner shall submit the required Performance Bank Guarantee to the Enterprise Customer, if mandated.
- 5.7. Empanelled partner shall be bound and obliged to comply with all applicable norms and directions issued from time to time by the Regulator (TRAI) or the Licensor (DOT) or Govt. of India.
- 5.8. In accordance with DOT guidelines, any directions of DOT there under, BSNL shall have the right to direct, to warn, to penalize the Empanelled partner or terminate or suspend the Agreement after considering any report of conduct or antecedents detrimental to the security of the nation. The decision of BSNL in this regard in accordance with such DOT directions shall be final and binding and in any case the empanelled partner shall bear all liabilities in the matter and keep BSNL informed for all claims, cost, charges or damages in this respect.
- 5.9. Notwithstanding anything contained in the Agreement, parties shall perform their obligation and provide services in strict compliance with all applicable laws in India or appropriate authority of India and the countries in which the services is to be provided along with rules and regulations of duly constituted government authorities in India or appropriate authority in India or respective countries and shall obtain all licenses, restrictions or other approvals, if any, required by laws in India or appropriate authority in India or respective country in-connection with the services to be provided hereunder.
- 5.10. Partners will handle market demand generation, network implementation, customer acquisition, and technical issue resolution.
- 5.11. The partner will provide market intelligence and manage client acquisition and relationships.
- 5.12. For all services, partners must ensure conformance to 3GPP, ETSI, IEEE, TEC and international standards, as applicable. The services shall meet the SLA benchmarks and conduct predefined acceptance tests.
- 5.13. The selected partner shall be obligated to provide comprehensive knowledge transfer and training to BSNL personnel as part of the service delivery and project execution. Key requirements include:
 - 5.13.1. Knowledge Transfer Plan: The partner must submit a detailed knowledge transfer plan, outlining methodologies, schedules, and deliverables for the training program.
 - 5.13.2. Training Scope: The training shall cover all critical aspects of the services provided, including technical, operational, and maintenance procedures.
 - 5.13.3. Expert-Led Sessions: Training must be conducted by qualified experts with proven experience in the relevant fields.
 - 5.13.4. Documentation: All training materials, manuals, and related documentation must be handed over to BSNL upon completion of the knowledge transfer.

- 5.13.5. Failure to comply with this clause may result in penalties.
- 5.14. Empanelment under this EOI shall be on a non-exclusive basis, and the selected partner acknowledges that BSNL reserves the right to engage with multiple entities for providing the same service in the same country or region. No exclusivity or preferential rights shall be implied or conferred by the empanelment agreement. The decision to engage multiple partners shall rest solely with BSNL and shall not be subject to dispute or negotiation.
- 5.15. Empanelment with BSNL as a partner does not constitute any commitment or guarantee of business generation or conversion of business proposals into actual business transactions. Empanelment with BSNL as a partner does not constitute any obligation or guarantee for BSNL to accept or act upon any business proposal submitted by the empanelled partner. BSNL retains the sole discretion to accept, modify, or reject any business proposal submitted by the empanelled partner, without the obligation to provide any reasons for its decision. The decision of BSNL in this regard shall be final, binding, and not subject to dispute or further review.
- 5.16. The empanelled partner shall be required to provide post-deployment support and periodic upgrades for the deployed solutions to ensure seamless service continuity. This obligation shall extend for a duration as specified in the final contract agreement.
- 5.17. BSNL reserves the right to modify, amend, or cancel this EOI at its sole discretion, without assigning any reason or incurring any liability to any party. Any such modification, amendment, or cancellation shall be binding on all participants.
- 5.18. BSNL shall generally raise invoices to international customers for services rendered under this Expression of Interest (EOI) unless otherwise specified in definitive agreement.
- 5.19.
- i) Business partner shall issue GST compliant Tax invoice claiming his revenue share clearly mentioning name, address, GSTIN, place of supply, SAC/HSN code etc.) and other mandatory details as per GST law.
 - ii) Tax amount will be paid to the business partner only after it declares the details of the invoices in its return in GSTR 1 and pays tax through GSTR-3B uploaded by the business partner and the same is reflected in GSTR-2B of BSNL on GSTN portal.
 - iii) TDS/ TCS under IT Act and GST laws shall be deducted at the prescribed rate, if any (as the case may be).
- 5.20. Partner will be responsible for Capex investment involved in the project on case to case basis i.e for Security Operations Center (SOC), 5G services, and captive Non-Public Network (CNPN) services.

6. Performance Bank Guarantee:

- 6.1. In case of requirement of submission of the Performance Bank Guarantee to the Enterprise customer, partner shall submit the same.
- 6.2. Partner will submit Bank Guarantee of 3% of the value of the project customer (amount quoted to Enterprise customer) or as per requirement of the enterprise customer, to BSNL at the time of signing of Definitive agreement. PBG shall be valid for the entire duration + 6 months from the date of signing of definitive agreement.
- 6.3. Without prejudice to its rights of any other remedy, BSNL shall en-cash the PBG in case of any breach in terms and conditions of the Definitive Agreement or in case of failure to roll out the services as per the agreed schedule & parameters or failure to comply with the content related laws including IPR/copyrights, on part of Empanelled partner.
- 6.4. The Empanelled partner shall extend the validity of the PBG on yearly basis for the further extended period of the Definitive Agreement, if any, or otherwise till all the dues of BSNL by virtue of the Definitive Agreement have been fully paid and its claims satisfied & discharged.

7. Suspension, Revocation or Termination of Agreement:

- 7.1. BSNL reserves the right to suspend the operation of the Agreement or services, at any time, due to change in its own license conditions or upon directions from the competent government authorities in India. In such a situation, BSNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the agreement will not be a cause or ground for extension of the period of the agreement and suspension period will be taken as period spent.
- 7.2. BSNL may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of ONE month issued to EMPANELLED PARTNER at its registered office, terminate the agreement under any of the following circumstances:
 - a) EMPANELLED PARTNER failing to perform any obligation(s) under the agreement; or
 - b) EMPANELLED PARTNER failing to rectify, within the time prescribed, any defect as may be pointed out by BSNL; or
 - c) EMPANELLED PARTNER is liquidated or ordered to be wound up by competent authority.
- 7.3. BSNL may terminate the agreement, by giving notice of at least ONE month in advance. The effective date of surrender of agreement will be ONE month counted from the date of receipt of such notice by the other party or the authority that signed the agreement on behalf of other party.
- 7.4. If the EMPANELLED PARTNER is wound up or goes into liquidation, it shall immediately inform about occurrence of such event to BSNL in writing. In

that case, the written notice period can be modified by BSNL as deemed fit under the circumstances. BSNL may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as it feels fit under the circumstances.

8. Actions pursuant to Termination of Agreement:

- 8.1. On termination or surrender or expiry of the Agreement, the empanelled partner shall ensure clearance of dues, if any, which it is liable to pay to BSNL. In case of failure of empanelled partner to pay the amounts due to BSNL, the outstanding amounts shall be realized through the pending bills due to the empanelled partner without prejudice to any other action(s) for recovery of the amounts due to BSNL.
- 8.2. Notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement:
 - A. Neither Party shall represent the Other Party in any of its dealings.
 - B. Neither Party shall intentionally nor otherwise commit any act(s) as would keep a third party to believe that the other Party is still the former empanelled partner.
 - C. Each party shall stop using the other Party's name, trade mark, etc., in any audio or visual form.
 - D. The expiration or termination of the Agreement, for any reason whatsoever shall not affect any obligation of either Party having accrued under the Agreement prior to the expiration or termination of the Agreement and such expiration or termination shall be without prejudice to any liabilities of either Party to the other Party existing at the date of expiration or termination of the Agreement.
 - E. On termination or surrender or expiry of the Agreement, the empanelled partner shall ensure clearance of outstanding dues, if any, which it is liable to pay to BSNL. In case of failure of empanelled partner to pay the amounts due to BSNL, the outstanding amounts shall be realized either through pending bills due to empanelled partner or from encashment of Bank Guarantee without prejudice to any other action(s) for recovery of the amounts due to BSNL.

9. Indemnification:

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

- 9.1. Any breach of any statute, regulation, direction, orders or standards from many governmental body, agency, telecommunications operator or regulator applicable to such party; or
- 9.2. Any breach of the terms and conditions in the agreement by partner; or
- 9.3. Any claim of any infringement of any intellectual property right or any other right of any third party or person or of law by partner; or
- 9.4. Any claim made by any third party or person arising out of the use of the services and arising in connection with interruptions or degradations of service caused solely partner. or
- 9.5. Any liability arising out of non-compliance of Laws, Directives, guidelines etc. of the Land where services are being provided.

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

10. INTELLECTUAL PROPERTY RIGHTS/ COPYRIGHTS:

- 10.1. The Intellectual property rights of BSNL and the Empaneled partner shall remain their own and the Agreement shall not affect their ownership in any way unless mutually agreed upon.
- 10.2. The Empaneled partner shall be responsible for obtaining the legitimate copyrights/ Intellectual Property Rights of the content provided as part of the services agreed upon under the Agreement.
- 10.3. The Empaneled partner indemnifies BSNL against any liability, damage, fine, penalty, costs or any other consequential loss on account of violation of the copyright/ Intellectual Property rights of any third party by the Empaneled partner in respect of the content/ application/ technology used by the Empaneled partner providing the services.
- 10.4. The Empaneled partner shall ensure that no profiling information regarding the subscribers of BSNL using these services is collected, analyzed, sold, transferred or otherwise disclosed to any third party or utilized for the purpose of promoting the other than agreed products/ services of Empaneled partner and/or any third party. Such data including the other data pertaining to usage like the login ID, etc created by the subscribers in availing the services & residing in server(s) of the Empaneled partner shall be destroyed by the Empaneled partner within fifteen days of expiry or termination of the agreement under confirmation to BSNL.

- 10.5. The Empaneled partner shall not use BSNL's trademarks, trade names, service marks, copyrights, patents, trade secrets, trade dress or BSNL Logos, etc. without BSNL's prior written consent.
- 10.6. The Empaneled partner recognizes that the BSNL is the sole owner of all right, title and interest in the trademark patents, copyrights, trade dress, trade secrets, operating practices/ procedures or other intellectual property rights relating to services offered by BSNL, the advertising and promotional material and Customer/ Subscriber information related to the services provided by BSNL, all other items tangible or intangible, used presently or in future and the goodwill which is or which shall become attached to any of the foregoing (collectively, the "BSNL Intellectual Property"). The Empaneled partner hereby acknowledges that it shall have no right, title or interest in the BSNL Intellectual Property and the same are assets of BSNL. Any customization or modification done by the Empaneled partner shall not affect BSNL's exclusive rights to and ownership of all or any of the services of BSNL.
- 10.7. The Empaneled partner shall not knowingly interfere or cause any third party to knowingly interfere with BSNL Intellectual Property Rights. The Empaneled partner agrees and undertake that it shall take all necessary & timely measures to ensure that BSNL Intellectual Property Rights are not infringed, passed off, diluted, reverse- engineered, hacked into, misappropriated, tampered with and / or copied or used by Empaneled partner or any of its directors, officers, employees, agents, consultants, representatives, subsidiaries, associates, servants or any other person except as expressly provided herein. The Empaneled partner shall immediately inform BSNL in the event it becomes aware of any infringement, passing off, misappropriation or dilution of BSNL Intellectual Property Rights and that it shall provide, all reasonable information and assistance necessary in order to assist BSNL to abate the infringement, passing off, misappropriation, unauthorized copying or use of, or dilution of its intellectual property.
- 10.8. The Empaneled partner shall not reproduce, decompile, disassemble or reverse engineer any of the BSNL Products or BSNL Services in any manner whatsoever for any purpose without the prior written consent of BSNL.
- 10.9. The Empaneled partner agrees that it shall not use, re-use or disclose, either directly or indirectly, to any person or other company or its associates or subsidiary companies any knowledge or information concerning BSNL's services, affairs of or intellectual properties of BSNL which the Empaneled partner may have acquired from BSNL during the course of or incidental to the Agreement or any knowledge or information concerning BSNL's services, affairs or intellectual properties of BSNL which may have been shared by BSNL with the Empaneled partner, after the termination/ expiry of the Agreement for any reason whatsoever

under the agreement which the Empaneled partner, may be or may have been concerned or interested in.

- 10.10. The Empaneled partner shall not alter or otherwise tamper with any equipment, related accessories and software provided by BSNL including any all replacements, modifications, enhancements and or additions thereto.
- 10.11. Notwithstanding anything contained herein, the Empaneled partner indemnifies and hold BSNL harmless against any loss, liability, costs (including legal costs & expenses), fine, penalty, demands or damages arising by reasons of any claim of infringement, passing off or dilution of IPR / copyright / patent / trademark, etc. arising from provision of services under the agreement by Empaneled partner and use of same or any part thereof by BSNL or by subscribers of BSNL or in Telecom Network of BSNL, as the case may be.
- 10.12. The Empaneled partner shall be responsible for bearing all liabilities, costs (including legal costs & expenses), fine, penalty, demands or damages arising consequent to the breach by the Empaneled partner of any of the above conditions/ clauses mentioned herein above.
- 10.13. This clause shall survive the termination or expiry of the Agreement.

11. Set Off:

Any sum of money due and payable to the empanelled partner 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 the empanelled partner with BSNL.

12. Exclusivity :

Nothing prevents the either party from entering into a similar Agreement with any other party or to restrict such party from directly engaging in related activities.

13. Relationship:

Each party understands that it is an independently owned business entity and the Agreement does not make it, its employees, associates or agents as employees, agents or legal representatives of the other party for any purpose whatsoever. Neither party has express or implied right or authority to assume or to undertake any obligation in respect of or on behalf of or in the name of the Other Party or to bind the Other Party in any manner. In case, any party, its employees, associates or agents hold out as employees, agents, or legal representatives of the other party, the

former party shall forthwith upon demand make good any/all loss, cost, damage including consequential loss, suffered by the other party on this account.

14. Right to inspect

BSNL or its authorized representative shall have right to inspect the sites used for extending the Service by the Empaneled partner and in particular but not limited to, have the right to have access to leased lines, junctions, terminating interfaces, hardware/software, memories of semiconductor, magnetic and optical varieties, wired or wireless options, distribution frames, and conduct the performance test including to enter into dialogue with the system through Input/output devices or terminals. Empaneled partner will provide the necessary facilities for continuous monitoring of the system, as required by BSNL or its authorized representative(s). The inspection will ordinarily be carried out after reasonable notice except in circumstances where giving such a notice will defeat the very purpose of the inspection.

Wherever considered appropriate BSNL may conduct any inquiry either suo-moto on complaint to determine whether there has been any breach in compliance of terms & conditions of the agreement by Empaneled partner or not? In case of such inquiry, Empanelled partner shall extend all reasonable facilities without any hindrance.

15. Force- Majeure

If at any time, during the continuance of the agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of Empaneled partner), fire, floods, natural calamities or any act of God (hereinafter referred to as event), provided notice of happenings of any such event is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the agreement, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided Service under the agreement shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. The decision of BSNL as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be

final and conclusive. However, the Force-majeure events noted above will not in any way cause extension in the period of the either of the agreement.

16. Governing Law and Jurisdiction

The Agreement shall be governed by, and construed in accordance with, the laws of India. The parties hereby consent to the exclusive jurisdiction of the courts of Delhi, India, for the resolution of any disputes arising out of or in connection with this Agreement.

17. Arbitration Clause:

17.1. In the event of any dispute, controversy, or claim arising out of or relating to the Agreement, the parties shall first attempt to resolve the matter through amicable settlement, through good faith negotiations. If the dispute is not resolved through such negotiations within 30 days the parties agree to refer the dispute to arbitration.

17.2. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and any subsequent amendments thereto. The parties shall mutually appoint a sole arbitrator to resolve the dispute. The arbitrator may be selected from the panel of arbitrators maintained by BSNL, which shall consist of not less than five (5) arbitrators.

17.3. The venue of the arbitration shall be in Delhi, and the proceedings shall be conducted in English. The decision of the sole arbitrator shall be final and binding on both parties.

18. Near Relative Clause:

18.1. The Empanelled Partner shall provide a certificate confirming that none of their near relatives, as defined below, is employed in the units where they intend to apply for the Agreement. In the case of a proprietorship firm, the certificate shall be provided by the proprietor. For a partnership firm, the certificate shall be provided by all the partners, and for a limited company, the certificate shall be provided by all the Directors of the company, excluding Government of India/Financial institution nominees, independent non-official part-time Directors appointed by the Government of India or the Governor of the State, and full-time Directors of Public Sector Undertakings (PSUs) both at the state and central level. In the event of any breach of these conditions by the Empanelled Partner, the Agreement shall be cancelled, and any Security Deposit or Bid Security will be forfeited at any stage when

the breach is noticed. BSNL shall not be liable to pay any damages to the Empanelled Partner or any other concerned person.

18.2. The Empanelled Partner, company, firm, or individual found in breach of these conditions will also be debarred from further participation in the concerned unit.

18.3. For the purposes of this clause, "near relatives" are defined as follows:
(a) Members of a Hindu Undivided Family (HUF). (b) Husband and wife. (c) Persons related to each other in the following ways: father, mother, son(s) & son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).

18.4. The format of the certificate is provided in Annexure-II

19. Restrictions on 'Transfer of agreement'

Empaneled partner shall not assign or transfer its right in any manner whatsoever under the agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the agreement to any third party either in whole or in any part i.e. no sub-contracting/ partnership/ third party interest shall be created.

20. Confidentiality:

a. Subject to conditions contained in the Agreement, empaneled partner shall take all necessary steps to safeguard the privacy and confidentiality of any information about BSNL and its subscribers from whom it has acquired such information by virtue of the Service provided and shall use its best endeavors to secure that:

- a) No person acting on behalf of empaneled partner or empaneled partner himself divulges or uses any such information except as may be necessary in the course of providing Services to BSNL; and
- b) No person seeks such information other than is necessary for the purpose of providing Service to BSNL.

Provided, the above para shall not apply where BSNL has consented in writing to such information being divulged or used, and such information is divulged or used in accordance with the terms of that consent; or the information is already open to the public.

- b. The empaneled partner shall ensure that no profiling information regarding the Mobile subscribers of BSNL is collected, analyzed, sold, transferred or otherwise disclosed to any third party or utilized for the purpose of promoting the other than agreed products/ services of the empaneled partner and/or any third party.
- c. empaneled partner shall take necessary steps to ensure that empaneled partner and any person(s) acting on its behalf observe confidentiality of customer information.
- d. empaneled partner shall, prior to commencement of Service, confirm in writing to BSNL that empaneled partner has taken all necessary steps to ensure that it and its employees shall observe confidentiality of customer information.
- e. Notwithstanding anything to the contrary in this Agreement, the confidentiality obligations set forth herein shall not apply to any Confidential Information that:
 - (i) was in the public domain at the time of disclosure or becomes publicly available through no fault of the receiving party;
 - (ii) was lawfully in the possession of the receiving party prior to disclosure without any breach of confidentiality obligations;
 - (iii) is disclosed to the receiving party by a third party who is not under any obligation of confidentiality with respect to such information;
 - (iv) is independently developed by the receiving party without reference to or reliance upon the Confidential Information; or
 - (v) is required to be disclosed by law or to any lawful authority, regulation, or a valid court order, provided that the receiving party promptly notifies the disclosing party in writing of such requirement and cooperates in any efforts to limit or prevent such disclosure.
- f. This clause shall survive the termination or expiry of the Agreement.

21. Submission of Proposal

The proposal, complete in all respect, addressed to AGM(VAS), 2nd floor, Bharat Sanchar Bhawan, HC Mathur Lane, Janpath, New Delhi-110001, can be submitted on any working day. BSNL will scrutinize such proposal and may enter into an agreement within 28 days from the date of submission of the documents. The decision to empanel any company shall rest solely and exclusively with Bharat Sanchar Nigam Limited.

Format NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ('**Agreement**') is made and is executed as of the last date of signature as per signature block below ('**Execution Date**') by and between:

BHARAT SANCHAR NIGAM LIMITED [CIN: U74899DL2000GOI107739], a company incorporated under the Companies Act, 1956, having its registered office at Bharat Sanchar Bhavan Harish Chandra Mathur Lane Janpath, New Delhi-110 001, (hereinafter referred to as '**BSNL**' which expression, unless it be repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns) of the **FIRST PART**

AND

_____, a company incorporated under the Companies Act 1956/2013, having its registered office at _____ and corporate office at _____ (hereinafter referred to as the "**Counter Party**" or "**Company**"), which term and expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successor(s) and permitted assign(s) on the **SECOND PART**.

[Hereinafter "**BSNL**" and "**Company or Counter Party**" shall individually be referred to as "Party" and collectively referred to as the "**Parties**"]

_____ and **BSNL** desire to share confidential information with each other relating to _____ ('**Proposed Transaction**');

AND WHEREAS during such discussions and negotiations for the proposed transaction, each Party shall have to disclose to the other Party certain proprietary and confidential information relating to the Party and its Affiliates;

AND WHEREAS the Parties have agreed to enter into this Agreement to ensure that all the proprietary and confidential information disclosed by a Party is kept confidential by the other Party and is not disclosed to any third party.

NOW THEREFORE, IN CONSIDERATION OF RECEIPT OF SUCH INFORMATION AND THE MUTUAL PROMISES MADE HEREIN, THE PARTIES AGREE AS FOLLOWS:

A. DEFINITIONS

Under this agreement, the following expressions shall endure respective meanings assigned to them below (and cognate expressions shall bear corresponding meanings), unless the context otherwise requires other terms not described herein shall bear the same meaning as per the industry-wise practice and business standards:

1. **“Agreement”** means this agreement and all subsequent communication, change, amendment, and addition and deletion, as amended from time to time in accordance with the provisions hereof, and shall include all the schedules, annexures and exhibits, if any, to this Agreement.
2. **“Applicable Law(s)”** includes all statutes, enactments, and acts of legislature, laws, ordinances, rules, byelaws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government, statutory authority, court, and tribunal, which are in force from time to time which are applicable to the parties.
3. **“Approval(s)”** means all the necessary permissions, approvals, exemptions, authorizations, licenses, no-objections certificates or any other documents required from the Client, appropriate authorities, governmental authorities, any third party and any other statutory body required for performance under this Agreement.
4. **“Business Day”** shall mean and include Monday through Friday and shall exclude Saturday, Sunday and any public holidays where scheduled banks are closed for business.
5. **“Confidential Information”** shall have the meaning ascribed in the Agreement
6. **“Customers”** shall mean and includes all end users of **“GPIL/Counter Party”**.
7. **“Effective date”** has the meaning set forth in preamble hereto.
8. **“Disclosing Party”** means the party who is disclosing any Confidential Information to the other party for the purpose of this Agreement.
9. **“Receiving Party or Recipient”** means the party with whom the Confidential Information is being shared include its successor(s) and permitted assign(s) in case the Receiving Party is juristic person or heir(s),

successor(s), legal representative(s), executor(s), administrator(s) and permitted assign(s) in case Receiving Party is non-juristic person.

10. **“Effective date”** has the meaning set forth in preamble hereto.
11. **“Law”** shall include any rule, by - law, notification, regulation, act, ordinance, administrative order, directive, order or instruction having the force of law, enacted or issued by the Central Government, State Government or any other Government or regulatory authority or political subdivision or government agency.
12. **“Opportunity”** has the meaning set forth in the Background.
13. **“Representatives”** shall have the meaning ascribed to it in the Agreement herein below.
14. **“Term”** means period of the Agreement and includes any extensions thereof agreed to by the Parties specifically in writing.

B. NON-DISCLOSURE OBLIGATIONS.

The Recipient Party shall treat such Confidential Information as strictly confidential and shall use the same care to prevent the disclosure of such Confidential Information as the Recipient Party uses with respect to the Recipient Party's own confidential and proprietary information (which shall be no less than the care a reasonable person would use under similar circumstances). The Recipient Party shall not for any reason or in any manner, either directly or indirectly, use, disclose, transfer, copy, reproduce or otherwise communicate any such Confidential Information to any individual or entity for any purpose, other than the Proposed Transaction. In any event, the Recipient Party may: (A) disclose such Confidential Information (and the fact that it has received such information) to only its Advisors (1) whose duties justify their need to know such information and (2) who have been clearly informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information; and (B) use such Confidential Information only for the purpose of reviewing, analysing and discussing with the Disclosing Party the Proposed Transaction; . The Recipient Party receiving the Confidential Information shall, within ten (10) days of receipt of a written request from the Disclosing Party, (i) return to the Disclosing Party all Confidential Information received from the Disclosing Party, including all copies thereof made by the Recipient Party or its Advisors, (ii) destroy all materials incorporating or based on such Confidential Information which were prepared by the Recipient Party or any of its Advisors, and (iii) certify to the Disclosing Party in writing that it has complied with the provisions of this Clause. Each party acknowledges that the return of the Confidential Information and the return or destruction of the Confidential Information pursuant to termination or otherwise shall not release the Receiving Party from its obligations under this Agreement.

C. EXCEPTIONS.

The obligations set forth in Clause 2 above shall not apply to any Confidential Information: (A) which the Disclosing Party expressly agrees in writing is free of any non-disclosure obligations; (B) which, at the time of disclosure to the Recipient Party, was known to the Recipient Party to be free of any non-disclosure obligations and the same can be proved through valid documentary proof; (C) which is independently developed by the Recipient Party without use of the Disclosing Party's Confidential Information and the same can be proved through valid documentary proof; (D) which is lawfully received by the Recipient Party, free of any non-disclosure obligations, from a third party which the Recipient Party reasonably believes has the right to so furnish such Confidential Information; (E) which is or becomes generally available to the public without any breach of this Agreement or unauthorized disclosure of such Confidential Information by the Recipient Party or its Advisors; or (F) which must be disclosed pursuant to applicable national or state or local laws, regulation, court order, provided that the Recipient Party, to the extent not prohibited by law, gives all reasonable prior notice of such demand to the Disclosing Party to allow it to seek protective orders or other relief from disclosure.

D. CONFIDENTIAL INFORMATION

1. Confidential Information shall mean all information marked as "Confidential" and concerning or related to the business, operations, results of operations, assets and affairs of a Disclosing Party, including, but not limited to, financial and accounting information, budgets, projections, forecasts, business plans, operating methods, business strategies, product and service information, product plans, product specifications, product designs, processes, plans, drawings, concepts, research and development data and materials, systems, techniques, trade secrets, intellectual property, software programs and works of authorship, know-how, marketing and distribution plans, planning data, marketing strategies, price lists, market studies, employee lists, supplier lists, customer and prospect lists, and supplier and other customer information and data that the Disclosing Party or its Representatives discloses (or has, prior to the date of this Agreement, disclosed) to the Recipient or its Representatives in connection with the Opportunity, however documented or disclosed, together with any copies, extracts, analyses, compilations, studies or other documents prepared or received by the Recipient or its Representatives, which contain or otherwise reflect such information.
2. Each Party in its capacity as a Recipient agrees to use the Confidential Information provided by the other Party solely for the purpose of evaluating the Opportunity, and for no other purpose, and further agrees to keep confidential and not disclose to any third party any Confidential Information. Notwithstanding the foregoing, each Party may disclose such Confidential Information solely to those of its Representatives who (a) require such material for the purpose of evaluating the Opportunity on behalf of such Party, and

(b) are informed by such Party of the confidential nature of the Confidential Information and the obligations of this Agreement and agree to abide by the terms hereof as if they were a Recipient hereunder. Each Party shall take all actions necessary to cause its Representatives and affiliates who receive Confidential Information to comply with the terms of this Agreement as if they were a Recipient. Each Party shall be responsible for any disclosure of Confidential Information by its Representatives other than in accordance with the terms of this Agreement. Each Party acknowledges the confidential and proprietary nature of the Confidential Information provided by the other Party and acknowledges and agrees that it is acquiring no rights whatsoever in or to such Confidential Information. For avoidance of doubt, if the Parties do not consummate a transaction with respect to the Opportunity and terminate discussions, neither Party nor its Representatives may use the Confidential Information of the other Party for any purpose whatsoever. Further, for avoidance of doubt, the Parties acknowledge that they may conduct competing businesses and nothing in this Agreement shall restrict or prohibit either Party from continuing to conduct its business and to compete with the other Party so long as such action does not violate the terms of this Agreement. The Counterparty acknowledges that the Confidential Information that may be disclosed by the Company or its Representatives may contain material, non-public information. The Counterparty acknowledges and understands that certain laws may restrict the Counterparty from pledging, selling, hedging, contracting to sell, short-selling, selling any option or contract to purchase, purchasing any option or contract to sell, granting any option, right, or warrant to purchase or otherwise hypothecating transferring for value, directly or indirectly, any securities of the Company while in possession of material non-public information regarding the Company.

3. Confidential Information does not include information that the Recipient demonstrates (a) is in the public domain through no fault of, or disclosure by, the Recipient or its Representatives, subsidiaries or affiliates, (b) was properly known to the Recipient, without restriction, prior to disclosure by the Disclosing Party, (c) was properly disclosed to the Recipient by another person, but only if such person is not bound by a confidentiality agreement with the Disclosing Party or is not otherwise restricted from providing such information by a contractual, legal or fiduciary duty. (d) The retention of confidential information by either party shall not amount to breach of the term of this agreement if the same is required to be retained by the party subject to requirement by Government or government agency as per the provision of Indian Laws. Additionally, notwithstanding any other provision of this Agreement, if the Recipient or any Representative of the Recipient is, at any time, legally by any judicial or administrative order compelled to disclose any Confidential Information, the Recipient will provide the Disclosing Party with prompt notice thereof so that the Disclosing Party may seek an appropriate protective order or other appropriate relief, or waive compliance with the provisions of this Agreement. In the absence of a protective order or a waiver from the Disclosing Party, the Recipient or its Representative may comply with

such legal requirement by disclosing only such Confidential Information as is legally required.

E. REPRESENTATION & WARRANTY

1. Each Party acknowledges and agrees that neither Party nor any of its Representatives makes any representation or warranty (express or implied) as to the accuracy or completeness of the Confidential Information, except for those express representations and warranties that may be made and set forth in a definitive agreement regarding the Opportunity, if any, that is entered into between the Parties.
2. If either Party decides not to proceed with the Opportunity, the Parties will promptly return or destroy all Confidential Information received under this Agreement, and all copies, extracts and other objects or items in which such Confidential Information may be contained or embodied, and certify in writing within ____ days of its decision not to proceed with the said business opportunity that it has complied with this requirement.
3. Without the prior consent of the other Party, neither Party nor its Representatives will initiate contact with any employee of the other Party with respect to the Opportunity.
4. Each Party agrees that, for a period of one year from the Effective Date of this Agreement, such Party will not, and will not permit any controlled Representative to whom it has provided any Confidential Information to, directly or indirectly, solicit for employment or hire any employee of the other Party with whom such Party has had contact or who became known to such Party in connection with consideration of the Opportunity; provided that the foregoing shall not prohibit general employment advertisements and other similar employment solicitations that are not targeted at employees of the other Party.
5. Each Party will promptly notify the other Party upon discovery of any unauthorized use or disclosure of the Confidential Information, or any other breach of this Agreement by such Party or any of its Representatives, and will cooperate with the other Party to help the other Party regain possession of the Confidential Information and prevent its unauthorized use or further disclosure.
6. Each Party acknowledges and agrees that this Agreement does not obligate the other Party to disclose any information, negotiate, or enter into any agreement or relationship with the other Party, or accept any offer from the other Party. Each Party further acknowledges and agrees that (a) the other Party and its Representatives shall be free to conduct any process for any transaction involving the Opportunity, if and as they in their sole discretion shall determine (including, without limitation, negotiating with any other interested parties and entering into a definitive agreement therewith without prior notice to the other Party or any other person), (b) any procedures relating to such process or transaction may be changed at any time without notice to the other Party or any other person, and (c) unless a definitive agreement is entered into among the Parties, neither Party shall have any claims whatsoever with respect to the Opportunity against the other Party or any third person with whom a transaction is entered into by the other Party.

7. The Counterparty acknowledges that the Company may disclose that it is exploring strategic alternatives. Nothing in this Agreement shall be deemed to prohibit a Party from: (a) making a public announcement regarding the discussions (or the termination of such discussions) between the parties regarding the Opportunity, provided, however, that, to the extent practicable, a Party that intends to make such a public announcement shall discuss any such proposed announcement with the other Party prior to making such announcement; or (b) making any public announcement that may be required by applicable law, fiduciary duties or obligations pursuant to any listing agreement with a national securities exchange. The Parties acknowledge that any disclosures made by them before the Effective Date are not subject to the restrictions in this Agreement.

F. INTELLECTUAL PROPERTY RIGHT

1. Intellectual Property Rights owned, developed by or licensed to or developed by each Party shall be exclusively owned by that Party. Nothing in this Agreement shall imply transfer of ownership or assignment of Intellectual Property Rights including patent, trademark, copyright or its derivatives, in any work owned by or developed by or licensed to a Party.
2. Parties shall not, without prior written permission of other party, use any of parties trade name, trade mark, symbol, logo, either individually or in conjunction with any other name(s) used by it, on any stationery, letterhead, board name or otherwise.
3. Parties shall not do any act or thing which may in any manner, in the sole opinion of the other party, bring the name of GPIL/COMPANY or any of its trademarks or logo, into disrepute or which may, in the sole opinion of parties, damage or conflict with or which may be detrimental to the interest other party.
4. Either Party shall not take any action which shall or may impair the right, title or interest of the other Party, in the trademark or trade name used by the other Party, or create any right, title or interest therein or thereto which is adverse to that of the other Party, unless expressly permitted under this Agreement.

G. TERM & TENURE

1. This Agreement shall be effective for a period of ____ years from the effective date. Certain obligations with respect maintenance of confidentiality and indemnity along with other obligations as mentioned in detail under this agreement shall survive the cessation of the business relationship between the parties, as laid out herein subject to the execution of principal agreement among the parties.
2. Upon any demand made by Disclosing Party, the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information, and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules or like thereof, in accordance with this clause of this Agreement. The obligations of the

Receiving Party respecting disclosure and confidentiality shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain.

3. That the information received by the parties during the term of this agreement shall be destroyed within a period of one (1) month from the termination of this agreement by efflux of time or otherwise.

H. REMEDIES

The Receiving Party acknowledges that the restrictions set forth in this Agreement are reasonable in duration and scope and are necessary for the protection of the business and goodwill of the Disclosing Party. The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity.

I. NOTICE OF BREACH

Each Party acknowledges and agrees that any breach of this Agreement would cause irreparable harm to the other Party for which damages is not an adequate remedy, and that the other Party shall therefore be entitled to all kind of remedies available under law including injunctive relief.

J. INDEMNITY

The parties hereby agree to indemnify each other and keep safe and harmless at all times against all or any consequences arising out of any breach of this agreement by either party and/or its employee including the issues pertaining with the services and shall immediately reimburse and pay other party on demand all damages, loss, cost, expenses or any changes that the party may suffer or pay in connection therewith.

K. WARRANTY

1. All Confidential Information is provided "*As is where is basis*" and without any express or implied representations or warranties regarding accuracy, operability, safety, use or fitness for a particular purpose including, without limitation, with respect to the non-infringement of trademarks, patents, copyrights or any intellectual property rights or other rights of third persons. Further, the Receiving Party agrees to use any Confidential Information for the purpose stated above solely and exclusively at its own risk.

2. The Disclosing Party is under no obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. The Disclosing Party hereto shall have no liability to the Receiving Party nor to the Receiving Party Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

L. GOVERNING LAW.

This Agreement shall be construed and governed by the laws of India, and both Parties further consent to the sole and exclusive jurisdiction of the courts at New Delhi, in respect of any and all disputes arising out of or in connection with this Agreement.

M. NOTICES.

- i. All notices, requests, consents and other communication under this Agreement ('Notices') shall be in writing and in English language, and shall be sent to ___ at _____ marked to the attention of _____ and to **BSNL shall be send to** AGM(VAS) at 2nd Floor, Bharat Sanchar Bhavan Harish Chandra Mathur Lane Janpath, New Delhi-110 001.
- ii. The Notices shall be sent by (i) registered mail with proof of delivery or (ii) personal delivery or (iii) courier with proof of delivery. Any notice given in accordance with point (i) and (iii) above, shall be deemed to have been delivered upon the delivery date mentioned in the proof of delivery. Any notice given in accordance with point (ii) above, shall be deemed to have been given on the same date on which the personal delivery is done.

N. ASSIGNMENT

Neither Party has right to assign or further transfer any of the rights and privileges that vest or will vest in either Party in terms of this Agreement, or delegate in any manner whatsoever any of the responsibilities/ obligations as encompassed in terms of this Agreement to any third party. However, either Party, shall be free to assign and/or transfer any part of its rights and/or obligations under this Agreement, after providing written intimation to the other Party in case of: (i) assignment to any group or associate company or (ii) in connection with any merger, consolidation, reorganization, and after written consent of the other party in case of sale of all or substantially all of its assets or any similar transaction

Neither Party shall sublicense or subcontract any right or obligation hereunder without the prior written consent of the other Party.

O. GENERAL

a. NO COMMITMENT.

Neither this Agreement, nor the disclosure or receipt of Confidential Information hereunder, shall constitute or imply any promise or intention by either Party to enter into the Proposed Transaction or to continue discussions relating thereto.

b. PROPRIETARY PROTECTION.

(1) The Disclosing Party shall have sole and exclusive ownership of all right, title, and interest in and to the Confidential Information, including ownership of all patents, copyrights, trademarks and designs, trade secrets and other intellectual property pertaining thereto. (2) The Recipient Party hereby expressly agree that the furnishing of Confidential Information to, the possession of and utilization of such Confidential Information by Recipient Party shall not in any manner be deemed to grant Recipient Party any rights of ownership, license or assignment in the Confidential Information unless otherwise specifically authorized by Disclosing Party in writing in this regard.

c. NO REPRESENTATIONS.

Nothing herein shall obligate the Disclosing Party to disclose to the Recipient Party any particular information. The Recipient Party acknowledges that the Disclosing Party is providing Confidential Information without any representation or warranty, express or implied, as to accuracy or completeness and the Disclosing Party hereby disclaims all warranties and representations, express or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose.

d. CONSTRUCTION.

This Agreement may be executed in several counterparts, all of which shall constitute one agreement. This Agreement shall bind, and inure to the benefit of, each Party and its successors and permitted assigns. If any provision of this Agreement is determined to be unenforceable for any reason, the remaining provisions hereof shall be unaffected and remain in full force and effect. Any modification, amendment, supplement, or other change to this Agreement must be in writing and signed by both Parties. Neither Party shall have been deemed to have waived any right under this Agreement by reason or failure or delay in exercising such right nor shall either Party be precluded from exercising that or any other right by reason of not having exercised such right previously or in part only. No waiver shall be effective unless made in writing.

e. REMEDIES.

The Parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information and that each Party shall

be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

f. RELATIONSHIP BETWEEN PARTIES.

Nothing contained in this Agreement shall be construed to constitute either Party hereto as the partner, employee, agent or other representative of the other Party hereto.

g. PUBLICITY.

The Parties hereby expressly agree that they will keep the existence and nature of this Agreement confidential and any announcement or press release or circular relating to the existence or the subject matter of this Agreement shall first be approved by the Disclosing Party as to its content, form and manner of publication, expressly in writing.

P. MISCELLANEOUS

1. This Agreement shall only be modified by a written amendment signed by both the Parties.
2. Any failure by either Party to enforce the other Party's strict performance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
3. Although the restrictions contained in this Agreement are considered by the Parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
4. This Agreement may be executed and delivered by and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It also deemed to express, embody and supersede all previous understandings, agreements and commitments, whether written or oral, between the Parties hereto with respect to the subject matter hereof and to set forth full and final the entire agreement between the Parties hereto.

IN WITNESS WHEREOF the Parties hereto, acting through its authorised representative have put their signatures on these presents of the date first above written.

By	BSNL	COUNTER PARTY/COMPANY
Name of Authorized Person		
Designation		
Contact		
Seal & Signature		
WITNESS 1		WITNESS 2
Name		
Address		
Signature		
Place		

Annexure-II

FORMAT of NEAR-RELATIONSHIP CERTIFICATE:

* I.....s/o.....r/o.....hereby certify that none of my relative(s) /are employed in any BSNL Unit on Near relationship

OR

* Following are the details of near relatives working with the BSNL.

S. No.	Name of the Relative	Designation	Name of the Unit (Office & section of BSNL) where working

* Strike off whichever is not applicable.

In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Directors of the company

With date and seal