



BHARAT SANCHAR NIGAM LTD.

(A Govt. of India Enterprise)

HP Telecom Circle

No. HPCO-12/15/2/2025-EB-HPCO

Dated: 07.05.2025

EXPRESSION OF INTEREST

For

EMPANELMENT OF

SKILL SOLUTION PARTNER (SSP)/SKILL DEVELOPMENT PARTNER (SDP)

FOR CONDUCTION OF SKILL DEVELOPMENT PROGRAMMES

(TRAINING, MOBILIZATION, PLACEMENT ASSISTANCE)

ON A REVENUE SHARING WITH BSNL AT NATIONAL/ZONAL LEVEL

(Please check that all the 26 pages in EOI are intact in the document.)

Issued by:	
Name	Ritesh Bahl
Designation	Assistant General Manager (EB)
Date	07.05.2025

NAME of applicant

Signature of applicant
(As a token of acceptance of all Clauses)

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**BHARAT SANCHAR NIGAM LTD.**

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O/o CGMT HP Circle

No.: HPCO-12/15/2/2025-EB-HPCO

Dated: 07.05.2025

1. NOTICE

Subject: Invitation of Expression of Interest (EOI) for empanelment of Skill Solution Partner (SSP)/Skill Development Partner (SDP) on non-exclusive basis at National/Zonal level for Skill Development programme with BSNL Imparting Training, Trainee Acquisition/Mobilization & Placement Assistance at various locations across the country on revenue sharing basis.

Applications in prescribed Performa are invited by the Chief General Manager Telecom, BSNL, Himachal Pradesh from eligible interested Partners.

1	Name of Work	Empanelment for Skill Solution Partner (SSP)/Skill Development Partner (SDP)
2	Price of the Form	Rs. 2100/- + GST
3	Sale of Forms	Can be Downloaded from www.hp.bsnl.co.in/
4	Performance Bank Guarantee	As per Eligibility Criteria
5	Office of issue	Enterprise Business Cell, Room No. 208, O/o CGMT, BSNL Himachal Pradesh Telecom Circle, Shimla
6	EOI no.	No. HPCO-12/15/2/2025-EB-HPCO dated 07.05.2025
7	EOI available from date	07.05.2025
8	Last date of receipt of bid	Open on Non-Exclusive basis

Interested Partners may apply in the prescribed EOI form which is available on "www.hp.bsnl.co.in/". Duly filled EOI document along with all required document in Eligibility criteria may be submitted to undersigned.

For any further query and deliberation on scheme of empanelment, following officers may be contacted:

Name: Ritesh Bahl
Mobile: 9417602728

Desig: Assistant General Manager
e-Mail: agmebhp18@gmail.com

Issued by

Asst. General Manager EB,
HP Telecom Circle

Phone:0177-2626267, e-Mail:agmebhp18@gmail.com

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2. Introduction

Bharat Sanchar Nigam Limited (BSNL), a wholly owned Public Sector Enterprise of the Govt. of India, is a Telecom Service Provider in India with Pan India presence. BSNL will Tie-up **on non-exclusive basis**, with the eligible parties for Skill Development and Empowerment Activities for external entities (Central/State Govt. Ministries/PSUs/SPVs/Corporates Enterprise customers etc.) at various locations across the country on revenue sharing basis under this **“Kaushalam”** policy.

Bharat Sanchar Nigam Limited (BSNL) has a rich legacy of expertise in imparting high-quality skill development & Empowerment training in the field of telecommunications, information technology, HR, Management etc. with state-of-the-art training centres facilities such as the Advanced Level Telecom Training Centre (ALTTC) in Ghaziabad, BRBRAIT, Jabalpur and several regional training institutes across India. BSNL provides comprehensive skill development programs for its employees, government agencies, and private sector professionals. The organization offers specialized courses in telecom technologies, networking, cybersecurity, 5G, IoT, AI and digital transformation, HR, Management etc. ensuring that trainees stay updated with the latest industry advancements. BSNL's experienced faculty, hands-on practical sessions, and industry-aligned curriculum, make it a premier institution for technical training and capacity building in the telecom sector.

BSNL is having the following training centres across India.

- i. BRBRAITT, Jabalpur
- ii. ALTTC, Ghaziabad/Jaipur
- iii. ZTTC, Pune
- iv. ZTTC, Kalyani
- v. ZTTC, Guwahati
- vi. ZTTC Mysuru
- vii. RGMTTC Chennai
- viii. RTTC Trivandrum
- ix. RTTC Hyderabad
- x. MTNL Powai Mumbai

BSNL aims to establish a strong presence in the Skill Development & Empowerment development initiatives leveraging its infrastructures spread across country. To achieve this and deliver comprehensive solutions, BSNL plans to enter the domain of Skill Development and Empowerment Courses as an Enterprise Service.

For this BSNL intends to tie-up with the industry partners having requisite experience and meeting eligibility criteria on revenue share basis.

3. Model of Execution & Scope of Work

The Skill Development & Empowerment related activities will be provided in following domains:

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- Repairing/Service of Customer End IT/Telecom Equipment like Laptop, Tablet, Computer, Mobile Phone, Telephone set etc.
- IT/Networking/Cloud Technologies /Cyber Security & Software/Application development like web, Apps, social media content etc.
- AI, ML & Internet of Things (IoT).
- Entrepreneur Programs in Telecom products & services.
- Sales & Marketing of Telecom Products.
- Telecom Access Network Maintenance like Radio equipment, BTS, ONT, OLT, OFC Cable, Splitter etc.
- In-Service trainings for employees of Government & Private Organizations.
- Project Guidance to Trainees.
- In any specialized domain related to Telecommunication/Software/ Marketing/HR related fields OR any other field as per customer requirement.

Above related fields are not exhaustive and BSNL Circle EB Units/Training Centers may get business as per the need and requirements of customers/Govt. Policies.

Skill Development & Empowerment activities under this EOI Empanelment will be executed through following Models:

3.1 MODEL I: SKILL SOLUTION PARTNER (SSP):

The SKILL SOLUTION PARTNER (SSP) will do the mobilisation and placement assistance and BSNL will provide complete infrastructures like Space, Lecture Room/Theaters, Instructors/Lecturers, Course material, curriculum etc. SSP will contact potential customers of State/National skill development authorities/PSUs/corporate Sector to get skill development projects for BSNL.

- a. The SSP shall be of two categories Viz. 1. National, 2. Zonal and referred as SSPN and SSPZ respectively.
- b. A National SSPN will work to operate on PAN India basis and Zonal SSP will work in his selected one choice of any BSNL Zone i.e. East, West, North, South.
- c. There could be multiple National SSP and multiple Zonal SSPs and empanelment will be purely on Non-exclusive basis.
- d. BSNL will submit techno Commercial proposal to customers after accessing full requirements from customers after detailed survey/assessment from empaneled SSPs. Customers will raise PO/WO to BSNL and in turn BSNL will raise bills to customers after execution of work up to the satisfaction of customers. All payments will have to be collected and deposited in the BSNL account and in no case SSP will receive part or full payment from customers directly, in any case. SSP will be paid revenue share as per agreed terms and conditions after receipt of payment from customers.

3.1.1 Roles and Responsibilities of SSP

The partner will be responsible for following functions for these skill development courses:

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- a. Business Development, Contacting Various Central/State Governments/ ministries/PSUs, NGOs, Skill Providers, Private Companies for Skill Development and Other training requirements.
- b. The SSP is responsible for mobilization, maintenance of Digital/Biometric attendance system (wherever necessary as per the project requirement), third party evaluation wherever required as per project, and post-training placement assistance for BSNL's skill development and empowerment projects.
- c. The SSP will also do marketing activities (from lead generation to conversion) for the Skill Development activities of BSNL.
- d. Mobilizations of Trainees.
- e. Training Coordination with BSNL's Training Centres/BSNL Field Units.
- f. Assessment of Trainees.
- g. Empowering Trainees to get employment in their relevant fields and upkeep of records of trainees.
- h. Final Online/Offline Documentation.
- i. The SSP must establish a 24x7 helpdesk, either web-based or via a call center through Zonal level SPOC (Single Point of Contact), to assist with mobilization, placement assistance, and trainee counseling.
- j. SSPs will be responsible for organizing promotional events and enterprise customer meets to generate awareness and business for BSNL's training programs. All promotional activities require prior approval from BSNL.
- k. SSPs must conduct periodic evaluations, including quarterly reviews of training quality, trainee feedback, and placement outcomes, and submit reports to BSNL.
- l. The SSP will NOT collect any direct payment in its own name, from beneficiaries/ Governments/etc. The SSP will NOT deduct any revenue share prior to depositing the full amount by customer to BSNL account.
- m. SSP will work on back-to-back basis and will fulfill all requirements of customers as per PO/WO and violation of any of the above conditions will be viewed as breach of contract, and agreement will be seized to be in operation and BSNL will be free to recover any loss/penalties etc. levied by customers.

3.1.2 Roles and Responsibilities of BSNL, in case of SSP:

- a. BSNL will provide complete infrastructures like Space, Lecture Room/ Theaters, Instructors/Lecturers, Course material, Curriculum etc.
- b. BSNL will submit proposal to customers, get WO/PO in BSNL name and issue PO/WO to SSPs.
- c. Overall supervision and monitoring with SSP for execution of project/program.
- d. BSNL will raise bill to customer after getting execution certificate/completion certificate. SSP will liaison to arrange same from customer.
- e. Payment to SSP will be made after receiving same from customer and deducting due statutory liabilities and revenue share etc.
- f. BSNL Training Centre to coordinate (with circle EB Team) for Skill Development /training delivery for delivery of various training courses at training centers or venues decided by mutual consent.
- g. For development of course material and other technical documents, (wherever required as per project), the concerned training center will be responsible. The

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concerned training center to coordinate for the course design, course material, on a case-to-case basis, before the start of the training program.

3.1.3 Skill Solution Partners (SSP)- Area of Operation

- a. The Skill Solution Development Partner (SSP) shall be categorized as National /Zonal and basic structure hereby referred as SSPN and SDSZ respectively.
- b. A National SDPN is permitted to operate on PAN India basis.
- c. There could be multiple National SSPNs and multiple Zonal level SSPZs in one Zonal area.
- d. Also, a Zonal SSPZ can become SSPZ of any other Zone(s) of its choice on submitting a consent letter and with an additional BG of ₹1 (ONE) Lakh per Zone.

3.2 MODEL II: SKILL DEVELOPMENT PARTNER (SDP)

In this Model, Total Mobilization, Training and Placement assistance will be done totally by Skill Development Partner. BSNL will provide only the logistics for space, BSNL brand name, billing, coordination etc. with customers, wherever required. SDP will contact potential customers of State/National skill development authorities/PSUs/corporate Sector to get skill development projects for BSNL.

- a. The SDP shall be of two categories Viz. 1. National, 2. Zonal and referred as SDPN and SDPZ respectively.
- b. A National SDPN will work to operate on PAN India basis and Zonal SDPZ will work in his selected one choice of any BSNL Zone i.e. East, West, North, South.
- c. There could be multiple National SDP and multiple Zonal SDPs and empanelment will be purely on Non-exclusive basis.

BSNL will submit techno Commercial proposal to customers after accessing full requirements from customers after detailed survey/assessment from empaneled SSPs. Customers will raise PO/WO to BSNL and in turn BSNL will raise bills to customers after execution of work up to the satisfaction of customers. All payments will have to be collected and deposited in the BSNL account and in no case SSP will receive part or full payment from customers directly, in any case. SSP will be paid revenue share as per agreed terms and conditions after receipt of payment from customers.

3.2.1 Roles and Responsibilities of Skill Development Partner (SDP)

The partner will be responsible for following functions for these skill development courses:

- a. Business Development, Contacting Various Central/State Governments/ ministries/PSUs, NGOs, Skill Providers, Private Companies for Skill Development and Other training requirements.
- b. The SDP is responsible for mobilization, training, maintenance of Digital/Biometric attendance system (wherever necessary as per the project requirement), third party evaluation wherever required as per project, and post-training placement assistance for BSNL's skill development/other projects.

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- c. The Skill Development Partner (SDP) will do Sales & Marketing (from lead generation to conversion) for the training courses.
- d. Mobilizations of Trainees.
- e. SDP will provide complete infrastructures like Space, Lecture Room/ Theaters, Instructors/Lecturers, Course material, Curriculum etc.
- f. Assessment of Trainees.
- g. Placement assistance to Trainees and Upkeep of placement records of trainees
- h. Final Online/Offline Documentation.
- i. The SDP must establish a 24x7 helpdesk, either web-based or via a call center through Zonal level SPOC (Single Point of Contact), to assist with mobilization, training, placement, and trainee counseling.
- j. The SDP will conduct regular technical seminars and awareness programs for BSNL staff and stakeholders to showcase their capabilities in the training domain.
- k. SDPs will be responsible for organizing promotional events and enterprise customer meets to generate awareness and business for BSNL's training programs. All promotional activities require prior approval from BSNL.
- l. SDPs must conduct periodic evaluations, including quarterly reviews of training quality, trainee feedback, and placement outcomes, and submit reports to BSNL.
- m. All training material and lab/testing equipment will be provided by SDP without any extra cost.
- n. The course material and other technical documents, (wherever required as per project), will be developed in consultation with concerned BSNL Training Centers.
- o. Any License for all the Software's/ Hardware required for the training will be purchased/Renewed by the Skill Development Partner.
- p. The SDP will NOT collect any direct payment in its own name, from beneficiaries/ Governments/etc. The SDP will NOT deduct any revenue share prior to depositing the full amount into BSNL Territorial Circle current operating account.

3.2.2 Roles and Responsibilities of BSNL in case of SDP

- a. BSNL will provide only the logistics for space and its brand name.
- b. BSNL will submit proposal to customers, get WO/PO in BSNL name and issue PO/WO to SDPs
- c. Overall supervision and monitoring with SDP for execution of project/program
- d. Raise bill to customer after getting execution certificate/completion certificate. SDP will liaison to arrange same from customer.
- e. Payment to SDP after receiving same from customer and deducting due statutory liabilities and revenue share etc.

3.2.3 Skill Development Partners (SDP)- Area of Operation

- a. The Skill Development Partner (SDP) shall be categorized as National /Zonal and basic structure hereby referred as SDPN and SDPZ respectively.
- b. A National SDPN is permitted to operate on PAN India basis.
- c. There could be multiple National SDPNs and multiple Zonal level SDPZs in one Zonal area.
- d. Also, a Zonal SDPZ can become SDPZ of any other Zone(s) of its choice on submitting a consent letter and with an additional BG of ₹ 2 (TWO) Lakhs per Zone.

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4. Eligibility Criteria & List of documents to be submitted

4.1 The Eligibility criteria for empanelment of Partners in this EOI will be as below:

Model wise eligibility criteria for empanelment of Skill Solution Partner (SSP)/Skill Development Partners (SDP) will be as below:

Type	Particulars	Skill Solution Partner (SSP)	Skill Development Partner (SDP)
National	Average Turnover (in areas of Skill Development/Marketing/Training in Telecom/IT/ Networking Business) for last Three Financial years. (Excluding current FY)	₹ 1 Crore	₹ 5 Crore
	Performance Bank Guarantee (PBG)	₹ 3 Lakhs	₹ 10 Lakhs
Zonal	Average Turnover (in areas of Skill Development/Marketing/Training in Telecom/IT/ Networking Business) for last Three Financial years. (Excluding current FY)	₹ 50 Lakhs	₹ 1 Crore
	Performance Bank Guarantee (PBG)	₹ 1 Lakh	₹ 2 Lakhs

Beneficiary Details for PBG-

Beneficiary Name: AO (Claim), O/o CGMT (BSNL), HP, Shimla-9

Name of the Bank: Union Bank of India,

Bank Branch : Kasumpti, Shimla

IFSC Code: UBIN0905755

Bank Account No: 510101005313741

MICR Code: 171026005

SSP/ SDP can be considered for assignment of any project, subject to condition that normally an SSP/ SDP will not be awarded a project worth more than three times the highest annual turnover of SSP/ SDP during the last three years from the date of award of the work/contract by the customer.

Note:

- The validity of the PBG will be six months more than the agreement period.
- The company/Firm will have to submit a Turnover certificate from the company's Auditors/ CA along with P&L statement.
- In case company/partner comes under MSE (Micro and Small Enterprise)/Start Up, the firm shall not have to pay the price of the form, which has been kept as Rs. 2100 + GST for other firms. No relaxation other than this will be available for the MSEs/ Start Ups.
- Any entity from a country which shares land border with India will be eligible to apply for the policy, if the company is registered with the competent authority as specified in Annexure-I of O.M. No. 7/10/2021-PPD(1) Dated 23.02.2023 and any amendment made thereof, from Department of Expenditure, Ministry of Finance. The entity shall submit an undertaking in this regard (Annexure-E).

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4.2 Detailed Eligibility and Operational Criteria:**For Skill Solution Partner (SSP)/ Skill Development Partner (SDP)**

	National SSP/ SDP	Zonal SSP/ SDP
a.	SSPN/ SDPN may be a Proprietor /partnership concern/ LLP/ Company and registered as per commercial laws to undertake the activities mentioned in scope of empanelment.	SSPZ/ SDPZ may be a Proprietor /partnership concern/ LLP/ Company and registered as per commercial laws to undertake the activities mentioned in scope of empanelment.
b.	The partner may be having headquarter at any place in India but should be able to perform operation across India seamlessly by placing its staff at temporary various location on project basis.	The partner may be having headquarter at any place in Zone but should be able to perform operation across the Zone seamlessly by placing its staff at temporary various location within the zone on project basis.
c.	The scope of work area is across India	The scope of the work area is across the Zone.
d.	The SSP/ SDP should have a valid GST registration certificate as applicable. (Copies of relevant tax/registration certificates to be submitted)	
e.	The SSP/ SDP should provide letters of support from its various training and placement partners or its authorized channels.	
f.	SSP/ SDP shall provide 24X7 SPOC for all service-related matters for the trainee participants.	
g.	The bidder should provide documentary proof of last three years audited turnover of Digital Marketing related activities/services statements.	
h.	The bidder should provide documentary proof of work orders (as per turnover) issued by Central Govt/ State Govt/ PSUs/Companies for skill development related activities/services	
i.	The bidder shall provide the details along with qualification of Trainers to be deployed for the program before any work order is given to SSP/ SDP.	

4.3 List of Documents to be submitted

- Certificate of Incorporation / Article or Memorandum of Association or partnership deed or proprietorship deed, as the case may be.
- Copies of relevant tax/registration certificates (PAN/ GST)
- Certified Copy of audited Balance Sheet for last three years.
- Documents in support of experience as mentioned in the eligibility criteria.

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- v. Copy of Power of Attorney for signing documents.
- vi. List of Directors including their name(s), Director Identification Number(s) and address along with contact number (Office and Residence) and Non-Relation Certificates from all Directors of the bidder with BSNL.
- vii. Details of Resources, Organizational chart & Infrastructural details with the list of marketing offices.
- viii. Non-refundable EOI Document Cost in the form of DD/online transfer in the name of AO (Claim) of HP Circle, required as per eligibility conditions.
 Beneficiary Name: AO (Claim), O/o CGMT (BSNL), HP, Shimla-9
 Name of the Bank: Union Bank of India,
 Bank Branch : Kasumpti, Shimla
 IFSC Code: UBIN0905755
 Bank Account No: 510101005313741
 MICR Code: 171026005
- ix.
- x. Integrity Pact (if applicable) and other documents as per eligibility conditions as per Annexure D.
- xi. EOI documents duly signed on all pages, for having read it & accepted it, along with:
 - a. Partner's Profile duly filled & signed as per Annexure A.
 - b. Undertaking & declaration in Performa duly filled & signed as per Annexure B.
 - c. Applicable PBG in prescribed format attached at Annexure C.
 - d. Proforma regarding land bordering restrictions duly filled & signed as per Annexure E.

5. General Conditions

5.1 Duration of Empanelment

SDP will be empanelled initially for TWO (2) years and will be extended to another two years on yearly basis, discretion of BSNL Subject to Satisfactory performance and execution of at least one project in Normal agreement period.

5.2 Non-Exclusivity

The empanelment of SSP/SDP under BSNL Skill Development Policy -Kaushalam will be on non-exclusive in nature and the applicant can't claim any right to any business, customer, area or product etc. with BSNL.

5.3 Details of Zone:

	Zone	Respective circle of the Zone
1	North	UP(East), UP(West), Haryana, Punjab, Rajasthan, Himachal Pradesh, Jammu & Kashmir, Uttarakhand
2	West	Maharashtra, Madhya Pradesh, Gujarat, Chhatisgarh
3	East	Andaman & Nicobar, Odisha, Kolkata, West Bengal, Jharkhand, Bihar, Sikkim, NE-1, NE-II, Assam
4	South	Andhra Pradesh, Chennai, Kerala, Karnataka, Tamil Nadu, Telangana

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5.4 Target

5.4.1 The annual minimum target (Total Project Value acquired) for SSP/ SDP will be as follows:

Skill Solution Partner-National (SSPN)	Rs. 1 Crore
Skill Solution Partner-Zonal (SSPZ)	Rs. 25 Lakhs
Skill Development Partner- National (SDPN)	Rs. 2 Crore.
Skill Development Partner- Zonal (SDPZ)	Rs. 50 Lakhs

5.4.2 Failure to meet targets in a year may result in action, including termination of the agreement & forfeiture of PBG.

5.5 Collaboration and Innovation

- 5.5.1. Tie-ups for extending training services nationally and internationally will be permitted, subject to BSNL's approval.
- 5.5.2. The SDP must utilize its industry network to ensure suitable placement assistance for trainees. Updates must be shared with BSNL in case of changes in training programs or placement strategies.
- 5.5.3. The SDP may conduct publicity events or exhibitions, provided the content, format, and expenditure are pre-approved by BSNL.
- 5.5.4. BSNL shall inform the SDP of any changes in tariffs, charges, or policies related to training services, and the SDP must ensure compliance.
- 5.5.5. The SDP must maintain a reliable network of industry partners to facilitate placement assistance and meet project-specific requirements.
- 5.5.6. The SDP must conduct quarterly preventive checks to ensure training programs meet quality standards.

5.6 Non-Performance

In case of non-performance or breach of agreement, BSNL reserves the right to terminate the agreement and debar the SSP/ SDP from future dealings for up to three years.

BSNL will review empanelment of all SSP/ SDP dormant for the last two years. Regular Meetings with all such SSP/ SDP will be held by BSNL to discuss Business avenues and their performance. However, if such SSP/ SDP do not respond for the meeting or do not still show any interest towards getting, their empanelment may be terminated by BSNL.

5.7 Operational & Legal aspects:

- 5.7.1 The jurisdiction for the specific project will be the territorial Circle where the training delivery is made.
- 5.7.2 The SSP/SDP will ensure compliance with all applicable laws, including employment laws for its staff, and indemnify BSNL against any related liabilities.
- 5.7.3 The SSP/SDP is responsible for ensuring the safety, security, and compliance of all operations related to training programs.
- 5.7.4 The SSP/SDP will not share trainee data with any other entity.
- 5.7.5 The SSP/SDP will use legal licensed software/website to do digital marketing.
- 5.7.6 BSNL reserves the right to create new categories of SSPs/SDPs, appoint additional providers, or sell training programs directly.

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- 5.7.7 In cases where customer requirements demand more stringent measures, BSNL may override standard terms and conditions.
- 5.7.8 The SSP/SDP must resolve any trainee grievances in a timely and amicable manner.

6. Commercial Conditions

6.1 Performance Bank Guarantee

- 6.1.1 Each empaneled SSP/SDPs will need to submit Performance Bank Guarantee (PBG) as per enclosed proforma at Annexure C, before signing the agreement and for ensuring full compliance of agreement conditions. The validity of the PBG should be six months more than agreement period. The PBG should be issued by any Nationalized/ Scheduled Bank (as per RBI guidelines).
- 6.1.2 SSP/SDP shall have to submit PBG required for customer RFP/EOI on back-to-back basis,
- 6.1.3 Without prejudice to its rights or any other remedy, BSNL may en cash the PBG in case of any breach in terms and conditions of the Revenue Share Agreement by SDP or in case of business loss suffered by BSNL due to poor quality of service on part of Skill Development Partner.

6.2. Revenue Share, Payments & Penalties:

- 6.2.1 The SSP/ SDP will claim a revenue share from BSNL after project payments are received by Territorial Circle and the project is implemented successfully. The payment will be on back-to-back basis, after deducting due penalties/applicable statutory deductions made by customer. The Model wise revenue share will be as follows:

MODEL I (SKILL SOLUTION PARTNER):

- a. As BSNL would do the Skill Development training delivery in all projects, by means of its master trainers, at its own locations, BSNL vs SSP Revenues Share will be in ratio of **70:30** on the net revenue realised after deducting statutory taxes, GST etc.
- b. BSNL may its discretion, vary revenue share on mutually agreed basis, on case-to-case basis, subjected to techno commercial viability.

MODEL II (SKILL DEVELOPMENT PARTNER):

- a. As SDP would do the Skill Development training delivery for beneficiaries, BSNL vs SDP Revenue share will be in ratio of **30:70** on the net revenue realised after deducting statutory taxes, GST etc.
- b. BSNL may its discretion, vary revenue share on mutually agreed basis, on case-to-case basis, subjected to techno commercial viability.

6.2.2 Payments and Penalties:

- a) Payment to SSP/ SDP will be made after receipt of payment from the customer and deducting due penalties etc.
- b) The payments to SSP/ SDP should be done by BSNL Nodal Circle after verification of records and due completion certificate.

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- c) For Pan India projects of longer duration, part payments can be made by the Nodal Circle after due diligence for batch wise / quarterly basis.
- d) The SSP/ SDP will NOT collect any direct payment in its own name, from beneficiaries/ Governments/etc. The SSP/ SDP will NOT deduct any revenue share prior to depositing the full amount into BSNL Territorial Circle current operating account.
- e) Delayed Service: For any delay in mobilization, assessment and placement assistance as per the defined T&C from project to project, penalty will be levied on back-to-back basis to SSP/ SDP on their due revenue share.
- f) The penalty amount usually will be recovered from the commission of the SSP/ SDP and if condition describes the same can also be recovered from the PBG of the SSP/ SDP.
- g) If any project is having other than the above-mentioned penalty clauses and is more stringent, then the same will be applicable on back-to-back basis to SSP/ SDP and it will be mentioned in the PO.
- h) Any kind of damaged/loss to BSNL Premise/property/equipment caused by the act of SSP/ SDP on his own or by his staff/authorized representative, Same will be recovered from them, from due of revenue share or from PBG.

7. Allocation of Work

- 7.1 **If BSNL get Business on its own on Nomination basis:** BSNL will adopt bidding process among empaneled partner to award work.
- 7.2 **BSNL Participate in any RFP/EOI/Tender:** If BSNL participates in any customer RFP, EOI, or Tender, after finalization of these RFP/EOI/Tender, BSNL will invite own RFPs/Tenders from eligible SSP/ SDP. The work will be awarded to the L1 bidder based on the evaluation of the submitted Tenders/RFPs by SSP/ SDP.
- 7.3 **If SDP brings business to BSNL:** In case SDP brings business, BSNL will lock lead in his/her favor. Thereafter will follow bidding process within empaneled partners and He/ She will be given **First Right of Refusal**.
- 7.4 The detailed procedure for awarding of work defined in extant BSNL CPNE Policy will be adopted and will be binding on all Partners.
- 7.5 In case of big project or requirement of customer, BSNL will have right to distribute work to more than one partner. The decision of BSNL in allocation of work will be final and abiding by all Partners.

8. Force- Majeure:

If at any time, during the continuance, 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 the SDP, 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

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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 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 agreement.

9. Compliance of Laws and Regulation

- 9.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at the place from where the EOI has been issued.
- 9.2 Where a contractor has not agreed to arbitration, the dispute/claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under. "This Contract/ PO is subject to jurisdiction of Court at Himachal Pradesh only".
- 9.3 The jurisdiction for the specific project will be the territorial Circle where the training delivery is made.
- 9.4 The SDP will ensure compliance with all applicable laws, including employment laws for its staff, and indemnify BSNL against any related liabilities.
- 9.5 The SDP is responsible for ensuring the safety, security, and compliance of all operations related to training programs.
- 9.6 The SDP will not share trainee data with any other entity.
- 9.7 The SDP will use legal licensed software/website to do digital marketing.
- 9.8 BSNL reserves the right to create new categories of SDPs, appoint additional providers, or sell training programs directly.
- 9.9 In cases where customer requirements demand more stringent measures, BSNL may override standard terms and conditions.
- 9.10 The SDP must resolve any trainee grievances in a timely and amicable manner.

10. Disputes Settlement

10.1 ARBITRATION

ARBITRATION (Applicable in case of supply orders/Contracts with firms, other than Public Sector Enterprises) (Not applicable in cases valuing less than Rs. 5 Lakhs) except as otherwise provided elsewhere in the contract, If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

- 10.1.1 A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days' notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of dispute with the details of the amount claimed to be referred to the arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian rupee for the purpose of constitution of the arbitral tribunal.

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10.1.2 The number of the arbitrators and appointing authority will be as under:

Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority
Above Rs. 5 Lakhs to Rs. 5 crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL	BSNL (Note: BSNL will forward a list containing names of three empaneled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs. 5 crores	3 Arbitrators	One arbitrator by each party and the 3rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.

10.1.3 Neither party shall appoint its serving employee as arbitrator.

10.1.4 If any of the arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both the parties consent for the same; otherwise, he shall proceed de novo.

10.1.5 Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest on its claim. Parties agree that any claim for such interest made by any party shall be void.

10.1.6 Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all the disputes shall be followed, where the claim amount is up to Rs. 5 crores.

10.2 Fast track procedure.

(Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast-track procedure specified in sub-section (3).

The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.

The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-

The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;

The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;

An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;

The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.

The award under this section shall be made within a period of six months from the date

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the arbitral tribunal enters upon the reference.

If the award is not made within the period specified in sub-section (4), the provisions of sub-sections (3) to (9) of Section 29 A shall apply to the proceedings.

The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.]

The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and Counter Claims	Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)
Upto Rs. 5 crores	Within 6 months (Fast Track procedure)
Above Rs. 5 crores	Within 12 months

However, the above time limit can be extended by the Arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the Act.

In case of arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay, etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.

The Arbitration proceeding shall be held at Shimla, BSNL HP Telecom Circle Headquarter. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

11. Sovereignty & Indemnification

BSNL reserves the right to act upon directions from the Department of Telecommunications (DOT), Ministry of Broadcasting (MIB), TRAI or any other Government/regulatory body. In cases where the SSP/SDP is found violating the extant, policies /rules/guidelines, EB policies or security directions of DoT, MIB, TRAI or any other Government/regulatory body, BSNL reserves the right to take appropriate civil/criminal remedy/action including termination of the agreement along with the forfeiture of BG.

12. Confidentiality:

Empanelment partner will maintain confidentiality and in no case any information be circulated in public which may lead to affect BSNL brands name or Business.

13. Non-Disclosure

Empanelment partner will, in no case any, information circulates in public, which may lead to affect BSNL brand name image or business.

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Annexure-A**Applicant Profile****(To be filled in and submitted by the Applicant)**

- A) **Applied for:** ☒ **SKILL SOLUTION PARTNER** ☐ **NATIONAL** ☐ **ZONAL**
☒ **SKILL DEVELOPMENT PARTNER** ☐ **NATIONAL** ☐ **ZONAL**
 (Tick whichever Applicable)

B) Applicant Profile

1. Name of the Individual/ Firm:
2. Type of Firm: Sole proprietorship/ Partnership firm / Private Limited Company / Public Limited Company: (Tick whichever applicable)
3. Present Correspondence Address:
4. Telephone No.....Mobile No.....e-Mail:.....
5. Official website URL:
6. Address of Place of Work:

 Telephone No.....Mobile No.....Fax No.....
7. GST No of company/ Firm:
8. Name of the Sole Proprietor/ Partners/ Director(s):

S. No	Name of Proprietor/ Partners/ Directors	Designation	PAN	DIN (Applicable for Directors)	Mobile

9. Name of the person authorized with designation to enter into and execute contract/agreement and the capacity in which he is authorized (in case of partnership/ Private Ltd Company):

Place.....

Signature
 Authorized Signatory
 Name

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 (As a token of acceptance of all Clauses)

Annexure-B**Undertaking and Declaration**

For understanding the terms & condition of EOI & Scope of work,

a) Certified that:

1. I/ We have read, understood and agree with all the terms and conditions, specifications and agreement included in the EOI documents.
2. If I/ We fail to enter into the agreement & fail to deliver the business, the Performance Bank Guarantee deposited by us will stand forfeited to the BSNL.

b) I/We hereby covenants and declares that:

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

Date:.....

Place:

Signature of Applicant.....

Name of Applicant

Along with date & Seal

NAME of applicant

Signature of applicant
(As a token of acceptance of all Clauses)

Annexure-C**Proforma for Performance Bank Guarantee (PBG)**

To
AO (Claim), O/o CGMT (BSNL),
HP, Shimla-9

In consideration of the BSNL having agreed to sign an agreement with M/s (hereinafter called 'Skill Development Partner (SDP)' for Business development, mobilization, assessment and placement assistance for skill development projects executed by BSNL training centers PAN India. as per the agreement No. (hereinafter called 'the said agreement') on the terms and conditions contained in the said agreement, which inter-alia provides for production of a Bank Guarantee to the extent of Rs.....(In words) for the service by way of security for the due observance and performance of the terms and conditions of the said agreement.

We (indicate the name and address and other particulars of the Bank) (hereinafter referred to as 'the Bank') at the request of Skill Development Partner (SDP) hereby irrevocably and unconditionally guarantee to BSNL that Skill Development Partner (SDP) shall render all necessary and efficient services which may be required to be rendered by Skill Development Partner (SDP) in connection with and/or for the performance of the said Skill Development Partner (SDP) and further guarantees that the service which shall be provided by Skill Development Partner (SDP) under the said agreement, shall be actually performed in accordance with terms & conditions of Skill Development Partner (SDP) to the satisfaction of the BSNL.

2. We, the Bank, hereby undertake to pay BSNL an amount not exceeding Rs. (Rs. only) against any loss or damage caused to or suffered or would be caused to or suffered by BSNL by reason of any breach by the said Skill Development Partner (SDP) of any of the terms and conditions contained in the said agreement including failure to extend the validity of this guarantee or to give a fresh guarantee in lieu of the existing one.
3. We, the Bank hereby, in pursuance of the terms of the said agreement, absolutely, irrevocably and unconditionally guarantee as primary obligor and not merely as surety the payment of an amount of Rs. ____ (Rupees ____ Only) to the BSNL to secure due and faithful performance by Skill Development Partner (SDP) of all his/their obligations under the said agreement.
4. We, the Bank hereby also undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the BSNL by reason of breach by the said Skill Development Partner (SDP) of any of the terms or conditions contained in the said agreement or by reason of Skill Development Partner (SDP)'s failure to perform any of it's obligations under the said agreement."
5. We, the Bank, hereby agree that the decision of the BSNL as to whether Skill Development Partner (SDP) has failed to or neglected to perform or discharge his duties and obligations as aforesaid and/or whether the service is free from deficiencies and defects and is in accordance with or not of the terms & conditions of the said agreement and as to the amount payable to the BSNL by the Bank hereunder shall be final and binding on the

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Bank.

WE, THE BANK, DO HEREBY DECLARE AND AGREE that:

- (a) the Guarantee herein contained shall remain in full force and effect for a period of one and half years from the date hereof and that it shall continue to be enforceable till all the dues of the BSNL and by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL satisfies that the terms and conditions of the said agreement have been fully and properly carried out by the said Skill Development Partner (SDP) and accordingly discharged this guarantee.
 - (b) The BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance of any obligations by the said Skill Development Partner (SDP) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said Skill Development Partner (SDP) and to forbear or to enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation or extension being granted to the said Skill Development Partner (SDP) or forbearance act or omission on the part of the BSNL or any indulgence by the BSNL to the said Skill Development Partner (SDP) or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
 - (c) Any claim which we have against Skill Development Partner (SDP) shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of the BSNL exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of us hereunder remains owing and outstanding.
 - (d) This Guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by Skill Development Partner (SDP).
 - (e) We the BANK undertake not to revoke this Guarantee during its currency except with the previous consent of the BSNL in writing.
6. Notwithstanding anything contained above, our liability, under the Guarantee shall be restricted to Rs. and our Guarantee shall remain in force until **two years and Six months** from the date hereof. Unless a demand or claim under this Guarantee is made on us in writing within this date i.e. all your rights under the Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

DateDay..... For (Name of Bank)

In the presence of Witnesses:

Signature
Name
Occupation
Address
Place
DATE

Signature
Name
Occupation
Address
DATE

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(As a token of acceptance of all Clauses)

Annexure-D**Integrity Pact Format**

(To be submitted on non-Judicial Stamp paper Rs.100, to be submitted at time of agreement)

INTEGRITY PACT

Between

Bharat Sanchar Nigam Limited (BSNL) / hereinafter referred as “ The Principal” And

.....hereinafter referred to as “The Bidder”.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for -----
----- . The Principal values full compliance with all relevant laws, rules and regulations, and economic use of resources, and of fairness and transparency in its relations with its Bidder(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

(a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which he/she is not legally entitled to.

(b) The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offense under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/

(1) The Bidder(s)/ commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ commit themselves to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidder(s)/ will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Bidder(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications,

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certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

(c) The Bidder(s) will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically and commit any offence **under Indian Penal code (IPC)/Prevention of Corruption (PC) Act.**

(d) The Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidders of Indian Nationality shall furnish the name and address of the foreign principals, if any.

(e) The Bidder(s) will, when presenting their bid, disclose any and all payments made, committed to or intended to make to agents, brokers or any other in connection with the award of the contract.

(f) Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to **Independent External Monitors (IEMs)** and shall wait for their decision in the matter.

(g) To disclose and transgress with any other company that may impinge on the anti corruption principle.

(2) The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s), before contract award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the tender process or take action as per the defined procedure in BSNL Procurement Manual, **which is in-force on the date of Publication of tender.**

Section 4 – Compensation for Damages

(i) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

(ii) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the laaSP the amount equivalent to liquidated damages (LD) of the contract value or the amount equivalent to **Security Deposit/Performance Bank Guarantee (PBG)** in addition to any other penalties/ recoveries as per terms and conditions of the tender.

Section 5 – Previous transgression

(i) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedure.

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Section 6 – Equal treatment of all Bidders/IaaSPs/Sub IaaSPs

- (i) The principal will enter into agreements with identical conditions as this one with all Bidders/IaaSPs.
- (ii) The Bidder(s) undertake(s) to demand from all sub IaaSPs, a commitment in conformity with this Integrity Pact.
- (iii) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)

If the Principal obtains knowledge of conduct of a Bidder, IaaSP or Sub IaaSP, or of an employee or a representative or an associate of a Bidder, IaaSP or Sub IaaSP, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to Chief Vigilance Officer.

Section 8 – External Independent Monitor/Monitors

1. Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access in all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/IaaSPs as confidential. He/she reports to the CMD BSNL.
3. The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the IaaSP. The IaaSP will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub IaaSPs. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) with confidentiality.

Notwithstanding anything contained in this Section, the Bidder(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s) shall not be required to provide any data relating to its other customers, or any personnel or employee related data.

4. The Monitor is under contractual obligation to treat the information and documents of the Bidders/Sub- with confidentiality. The Monitor has also signed declarations on “Non-Disclosures of Confidential Information” and of “Absence of Conflict of Interest”. In case of any conflict of interest arising at a later date, the Independent External Monitor (IEM) shall inform CMD BSNL and recuse himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the IaaSP. The parties offer to the Monitor the option to participate in such meetings.

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6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 4 to 6 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

8. If the Monitor has reported to the CMD of the BSNL, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the IaaSP 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, BSNL.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document / contract shall not be applicable for any issue /dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the IaaSP is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

4. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

For the Principal For the Bidder/IaaSP

Place..... Witness 1 :

Date Witness 2 :

NAME of applicant

Signature of applicant
(As a token of acceptance of all Clauses)

Annexure-E**6 (I) Certificate to be submitted by Bidders (On Company's Letter Head)****Reference 1: BSNL Tender Enquiry No.....issued on**

.....

Reference 2: Department of Expenditure Office Memorandums (OMs) No. 6/18/2019-PPD dated 23rd July 2020 and its Clarification dated 24/07/2020.

I, in capacity of authorized signatory of M/s_____ having Regd. office at.....being a participant bidder in BSNL T.E cited at reference 1 above, hereby declare that I have read and understood the clause regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defense of India and National Security issued vide OM cited at reference 2 above, on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I, hereby, further certify that our Company is not from such a country which shares a land border with India and in light of conditions & restrictions imposed vide cited OMs, we fulfill all the requirements in this regard to become eligible to be considered in the subject Tender Enquiry by BSNL.

(Name of the authorized signatory)

Signature

Designation in Company Seal / Stamp of Company

Counter signed by Company Secretary of the Company with seal / stamp

NAME of applicant

Signature of applicant
(As a token of acceptance of all Clauses)