



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

MM Cell, 2<sup>nd</sup> Floor, Bharat Sanchar Bhawan, HC Mathur Lane,  
Janpath, New Delhi- 110001

**DETAILED NOTICE INVITING E-TENDER (DNIT)**

EOI No. MM/NWP-GSM-II/REG-POC-4G/E-697/2021

issued on 01.01.2021

1. **Purpose:**
  - 1.1 BSNL intends to float a tender enquiry for PLANNING, ENGINEERING, SUPPLY, INSTALLATION, TESTING, COMMISSIONING & ANNUAL MAINTENANCE OF 4G MOBILE NETWORK in NORTH, EAST, WEST & SOUTH ZONES OF BSNL AND DELHI & MUMBAI LSA OF MTNL on turnkey basis for tentative 57,000 4G sites along with associated elements. Exact quantum of procurement will be mentioned in the upcoming 4G tender of BSNL.
  - 1.2 To ascertain eligibility of bidders for participation in the upcoming 4G Tender of BSNL keeping in consideration the spirit of the 'Atma Nirbhar Bharat' initiative of the Government of India to promote Indigenous manufacturing in Telecom sector, BSNL invites proposals through this Expression of Interest (Eoi) for prior Registration/ Proof of Concept (PoC) from Indian Companies interested in participating in the BSNL's upcoming 4G tender based on criteria as follows:
    - i) Only the bidders, who get themselves registered through this Eoi, shall be eligible to participate in the upcoming 4G tender of BSNL, and hence, all prospective bidders of upcoming 4G tender of BSNL are necessarily required to submit the proposal through this Eoi for registration, irrespective of technical proven-ness of their equipment.
    - ii) If any Indian registered company meets all eligibility conditions including technical proven-ness of the equipment, then such companies shall also register for the upcoming 4G tender as per the provisions of this Eoi.
    - iii) If any Indian registered company meets all other eligibility conditions **except** technical proven-ness of the equipment, then such companies may register for participation in Proof of Concept (PoC) as per the provisions of this Eoi so that on successful completion of PoC, their equipment meets technical proven-ness requirements for making them eligible to participate in upcoming 4G Tender of BSNL.
  - 1.3 Accordingly, digitally signed online proposals are invited by CMD BSNL from Indian registered companies for submitting their intention for registration to participate in upcoming 4G tender of BSNL either by meeting **ALL** eligibility conditions on the date of submission of proposal or by meeting all other eligibility condition except technical proven-ness (as



mentioned under para 5 of DNIT) on the date of submission of proposal & meeting the technical proven-ness requirement by successful completion of Proof of Concept (PoC).

- 1.4 The instructions regarding Public Procurement (Preference to Make in India) as amended from time to time by Govt. of India shall be applicable to the upcoming 4G Tender of BSNL.

**2. Sale of EoI Document:**

- 2.1 As this EoI shall be following the e-Tendering Process for submission of proposals, the Bidders may download the Detailed Notice inviting e-Tender along with Proforma for Non-Disclosure Agreement ("NDA") from the BSNL Web site following the link and selecting 'Corporate Office':

[http://tender.bsnl.co.in/bsnlTenders/SSA\\_TENDER/circleindex.jsp](http://tender.bsnl.co.in/bsnlTenders/SSA_TENDER/circleindex.jsp)

- 2.2 **Complete EoI Document** shall be available for downloading from e-tender portal or in form of CD from this office, **only after :**

- (i) **payment of registration Fee** [Rs 5,00,000/- (Rupees Five lacs Only) Plus 18% GST i.e. **Rs.5,90,000/-** (Rupees Five Lacs Ninety Thousand only)], which shall be non-refundable, in the form of crossed demand draft, drawn on any scheduled bank in New Delhi, in favour of 'Accounts Officer (Cash), BSNL Corporate Office, New Delhi'. The bidder, who has paid the above mentioned registration fees, and become eligible through this EoI will not be required to pay any additional tender document fees for participation in the upcoming 4G tender.

Moreover, the bidder who has already paid Tender Fee [Rs 5,00,000/- (Rupees Five lacs Only) Plus 18% GST i.e. Rs.5,90,000/- (Rupees Five Lacs Ninety Thousand only)] for purchase of Tender document vide T.E.No.MM/CM/GSM-Ph-IX/T-681/2020 issued on 23/03/2020 need not to pay registration Fee of Rs.5,90,000/- for purchase of the EoI document for Registration-cum-PoC for 4G tender of BSNL.

and

- (ii) **Submission of Non-Disclosure Agreement (NDA)** as per proforma attached as Annexure-I to DNIT on a hundred rupee non judicial stamp paper duly signed by the authorized signatory along with a self-declaration (on bidder's company letter-head) by the same authorised signatory stating that no addition/ deletion/ corrections have been made in the downloaded NDA document being submitted and it is identical to the NDA document available in DNIT for **EoI No. MM/NWP-GSM-II/REG-POC-4G/E-697/2021 issued on 01/01/2021 appearing on the BSNL website.**

- 2.3 The aforesaid documents need to be submitted to AGM (MMT), MM cell, 2nd Floor, Bharat Sanchar Bhawan, Janpath, New Delhi-110001.

However, for submission of an online EoI proposal, Bidder is required to register compulsorily on the E-tender portal (<https://etenders.gov.in/eprocure/app>).



- 2.4 The EoI document shall be available for download or in CD form upto one day prior to the last date of the submission of proposals and shall not be available on its submission/ closing date.
- 2.5 The Micro and Small Enterprise (MSE) units shall be exempted from submission of registration fee on production of requisite proof in respect of valid certification from designated bodies under MSME indicating the tendered item in the list of items manufactured by them.

### 3. e-Tendering Process

BSNL has decided to use the e-Tendering Process for inviting proposals for this EoI and thus the physical proposals under this EoIs will not be accepted. The special instructions to Bidders for e-Tendering is provided in Section 4 Part B of this EoI.

### 4. Proposal submission guidelines

- 4.1 In response to this EoI, System Integrator (SI) or OEM of the both 4G RAN as well as Core , for turnkey delivery of required 4G network, is eligible to submit the proposal as per the requirements given in this EOI.
- 4.2 If the bidder is not the OEM of both 4G RAN as well as Core then the bidder has to submit the bid as consortium with OEM of 4G RAN and/ or with OEM of Core.

Bidder will be allowed to have maximum one OEM for 4G RAN and one for Core network elements as per the technical specification given in Section 3 Part B. Bids offering multiple OEMs/ consortium members for 4G RAN/ Core are liable to be rejected.

- 4.3 Core for the purpose of technical-provenness and PoC under this EoI shall include HSS, MME and SW-PDNGW and shall be Indian as defined under para 5(a)(v). Similarly 4G RAN for the purpose of technical-provenness and PoC under this EoI shall include the e-Node-Bs of various spectrum/ configuration as detailed under para 2.2.3 of Section 3 part A.
- 4.4 Only registered & qualified bidders shall be eligible to participate in the upcoming 4G tender of BSNL, hence, all prospective bidders of upcoming 4G tender of BSNL are necessarily required to submit the proposal through this EoI for registration, irrespective of technical proven-ness of their equipment.
- 4.5 Bidder has to clearly mention in EoI proposal about its intention to participate in upcoming 4G tender of BSNL either by meeting **ALL** eligibility conditions on the date of submission of proposal, **OR** by meeting all other eligibility condition except technical proven-ness (as mentioned under para 5 of DNIT) on the date of submission of proposal & meeting the technical proven-ness requirement by successful completion of Proof of Concept (PoC). In order to register for upcoming 4G Tender without following PoC route, the bidder has to submit all the required documents

*Signature*



to establish their eligibility including technical proven-ness along with this proposal. Further to become eligible for upcoming 4G Tender through PoC route, the bidder has to submit all the required documents to establish their eligibility along with the proposal except technical proven-ness, for which a proposal with PoC details should be submitted.

**5. Eligibility Criteria**

5.1 In order to qualify as an eligible Bidder (either System integrator or OEM) for upcoming 4G tender of BSNL, a prospective Bidder shall have to fulfil the following eligibility criteria:

**(a) Commercial Proven-ness:**

- (i) The Bidder shall be a company registered & headquartered in India and incorporated under the Indian Companies Act, 1956/2013.
- (ii) The Bidder or consortium members(s) and their respective parent company shall not have any equity stake or operating partnership in mobile segment with any other cellular operators except MTNL in India. The eligible bidder shall not acquire equity share/ enter into operating partnership with any other cellular mobile operator except MTNL in India for a period of 2 years from the Tender opening date. The Bidder shall furnish a certificate in this regard, which shall form the part of the Bid. However, entering into an operating partnership with any cellular operators for the limited purpose of any government project like Smart City etc. is allowed and will not be considered as an ineligibility.
- (iii) Any bidder including all consortium members (as defined in MoF order cited below) from a country which shares a land border with India will be eligible to bid in this tender only if the bidder including all consortium members are registered with the competent authority prescribed in accordance to MoF order issued vide F. No 6/18/2019-PPD dated 23.07.2020 (available on MoF's website and also enclosed in Section-11 of the EoI). Registration Certificate must be submitted along with the proposal under this EoI. However, if the aforesaid MoF order does not apply to the bidder including any consortium members (as defined in afore cited order), then a certificate as per Section 7 part C must be submitted along with EOI proposal by the bidder including all consortium members.
- (iv) The bidder shall submit a self-declaration that the bidder is not blacklisted by any Government Department/ CPSU/ State PSU/ GST authorities.
- (v) The offered Core shall be Indian and the IPR or License/copyright for the Source Code of the software of Core elements shall be owned by the Indian Company. The Company must own or have unrestricted, irrevocable access and license to modify the source code and provide software support for all future versions of the



software. A certificate in this regard is to be submitted under the signature of Board Director or Key Managerial Personnel of the company as defined under Indian Companies Act 1956/ 2013. Relevant document(s) forming the basis for the certificate shall be submitted in support along with the proposal.

- (vi) The source code for core as well as RAN should be deposited in an Escrow account. The escrowed version of the software shall be upgraded/ updated regularly and will be the same as the version in the field. The source code should be compiled with non-proprietary compilers by the eligible bidder and installed in the field. A draft escrow agreement, as per Section 7 part B of this EoI document, shall have to be signed and executed under the signature of Board Director or Key Managerial Personnel of the company, as defined under Indian Companies Act 1956/ 2013, who would be declared successful in the upcoming 4G tender of BSNL. An undertaking along with draft escrow agreement signed by authorized signatory, to the effect that the bidder understands and agrees to the terms of draft Escrow agreement, shall form part of the proposal for registration under this EoI.

**(b) Financial Proven-ness:**

- (i) The Bidder shall have an average annual financial turnover of Rs. 2500 crores during the last three years (i.e. 2017-18, 2018-19 and 2019-20 in case of Financial Year and 2017, 2018 and 2019 in case of Calendar Year). Annual financial turnover shall be substantiated by the audited profit and loss accounts.

**(c) Technical Proven-ness:**

- (i) The Bidder or its consortium member shall be OEM of 4G Radio Nodes.
- (ii) The Bidder or its consortium member shall possess experience of planning, engineering, supply, installation, commissioning of:

at least 45,600 nos. 4G Radio nodes in any one single network.

OR

at least 28,500 nos. 4G Radio nodes in at least two different networks each.

OR

at least 22,800 nos. 4G Radio nodes in at least three different networks each.

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(iii) The Bidder or its consortium members shall be OEM of HSS and Packet Core elements (i.e. MME and SGW-PDNGW) and the offered core shall be Indian as defined under para 5 (a)(v).

(iv) The Bidder or its consortium member(s) shall also have the experience of planning, engineering, supply, installation, commissioning of:

at least 32 million cumulative capacity of HSS, at least 32 million PDP context cumulative capacity of MME and at least 400 Gbps cumulative capacity of SGW-PDNGW in any one single network with IMS capability.

OR

at least 20 million cumulative capacity of HSS, at least 20 million PDP context cumulative capacity of MME and at least 250 Gbps cumulative capacity of SGW-PDNGW in at least two different networks each with IMS capability.

OR

at least 16 million cumulative capacity of HSS, at least 16 million PDP context cumulative capacity of MME and at least 200 Gbps cumulative capacity of SGW-PDNGW in at least three different networks each with IMS capability.

(v) The Bidder not fulfilling the technical proven-ness requirement as prescribed under clause (c)(ii) and (c)(iv) above shall be eligible for the upcoming 4G tender of BSNL only if they complete the Proof of Concept (PoC) successfully against this EoI, subject to meeting the other Eligibility conditions as defined in this EoI.

Note: Combination of 4G RAN OEM and Core OEM participating in registration-cum-PoC process has to be kept the same for participation in the upcoming 4G tender of BSNL by the lead bidder. Any change in this regard will not be entertained by BSNL.

5.2 With reference to Reservation Quota for M/s ITI as per Govt. of India policy, the above eligibility conditions are to be either met by M/s ITI or its consortium member(s) except financial turnover requirement, from which M/s ITI is exempted. M/s ITI shall also submit EoI proposal as per para 4.5 above.

5.3 Multiple bids, if any, received from the same SI/ bidder, then all such bids shall be rejected.

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## 6. Proof of Concept (PoC)

- 6.1 BSNL intends to carry out the PoC (Proof of Concept) of those bidders who do not meet the technical proven-ness requirements of their offered equipment as per para 5 (c) (i) to (iv) above.
- 6.2 The Bidder will be responsible for successful conduct of PoC including supply & deployment of equipment, Integration with existing network of BSNL, conduction of end-to-end testing in coordination with BSNL Team etc.
- 6.3 Subsequent to issuance of Successful completion certificate of PoC by BSNL, the respective bidder will also become eligible to participate in the upcoming 4G Tender of BSNL.
- 6.4 PoC is for establishing the technical proven-ness of 4G RAN as well as core to provide 4G services in BSNL network, hence bidder submitting the PoC proposal shall exercise due-diligence in selection of consortium member(s) so as to ensure completion of PoC successfully.
- 6.5 Bidder will be allowed to have maximum one OEM for 4G RAN and one for Core network elements as per the technical specification given in Section 3 Part B. Bids offering multiple OEMs/ consortium members for 4G RAN/ Core are liable to be rejected.
- 6.6 The bidder submitting the PoC proposal shall not be permitted to change the OEM/ Consortium member(s) after submission of the proposal.
- 6.7 As successful completion of PoC with a set of 4G RAN & Core combination under this EoI is linked with BSNL's upcoming 4G tender, the combination of 4G RAN OEM & core OEM participating in the PoC process has to be kept as same for participation in the upcoming 4G tender of BSNL by the lead bidder of the PoC. Any change in this regard will not be entertained by BSNL.
- 6.8 Successful bidder of the upcoming 4G tender of BSNL shall have to supply the same or upgraded version of the product demonstrated in the PoC, as per the technical specifications of the upcoming 4G tender.

## 7. Consortium Agreement

- 7.1 Bidders submitting their proposal as consortium will be required to submit a legally bound consortium agreement with all consortium member(s) as per format provided in Section-7 part D.
- 7.2 The consortium Agreement will be signed by authorized signatories of the parties (Bidder and OEMs) duly supported by Power of Attorney issued by respective parties in the name of these signatories.



**8. PoC Performance Security**

The Bidder shall be required to furnish PoC performance security of the value of Rs 5 crores initially valid for a period of 18 months in the form of PBG, within 14 days of issues of Letter of Intent (LoI) by BSNL for conduct of PoC.

**9. Last Date & Time of Submission of Proposal:**

9.1 The date and time for submission of the online Proposal documents is **11.02.2021 (11:30 AM) ("Bid Closing Date")**

9.2 In case the Bid Closing Date is declared to be a holiday in Delhi, the Bid Closing Date will automatically get shifted to next working day at the same scheduled time. Any change in Bid Closing Date due to any other unavoidable reason will be notified on BSNL website/e-tender portal.

9.3 **Bid Opening Date:** After 24 Hours of this tender closing time i.e. at 11:30 Hrs on **12.02.2021**.

**10. Place of opening of Bids:**

10.1 The online proposals submitted by bidders shall be opened through 'Online Tender Opening Event'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Online Tender Opening Event (TOE) from the comfort of their offices. Kindly refer Section 4 Part B of Tender document for further instructions.

10.2 However, if necessary, the authorized representatives of Bidders can attend the TOE physically in the MMT section, 2nd Floor, Bharat Sanchar Bhawan, Janpath, New Delhi, where BSNL's tender opening officers shall be conducting the TOE.

**11. Non-acceptance of Proposals submitted late**

Except as otherwise provided in the Tender, proposals received after the Bid Closing Date and Time will not be accepted.

**12. Rejection of Proposals**

12.1 Incomplete, ambiguous, conditional, unsealed Proposals are liable to be rejected.

12.2 CMD, BSNL reserves the right to accept or reject any or all Proposals without assigning any reason.

**13. Adherence to published EoI**

13.1 The Bidder shall furnish a declaration under his signature that no addition/ deletion/ corrections have been made in the EoI document being followed for submission of proposal and it is identical to the EoI (including



its amendments and clarifications, if any) appearing on the e-Tendering Portal used by BSNL for processing this EoI.

13.2 In case of any correction/ addition/ alteration/ omission in the EoI terms & conditions submitted as a part of the submission of proposal, the proposal shall be treated as non-responsive and shall be rejected summarily.

14. All documents submitted in the proposal should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

15. All computer generated documents should be duly signed/ attested by the bidder organization.

16. **Pre-bid conference/Queries:-**

16.1 Pre-bid conference will be held on 11.01.2021. Time and venue/mode of Pre-bid conference will be intimated in due course.

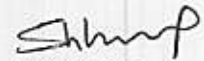
16.2 Queries in respect of the EoI document, if any, can be submitted through e-mail to following officers, latest by **16.00 Hrs. of 15.01.2021**. Any query received after this time/date may not be entertained.

BSNL Contact-1 Sh. S.K.Sharma, AGM (MMT) Telephone (011) 2371 7844 [between 9:30 hrs. to 18:00 hrs. on working days] & E-mail ID [sksharma2511@bsnl.co.in](mailto:sksharma2511@bsnl.co.in)

BSNL Contact-2 Sh. Sanjay Vatsa, DM (MMT-I) Telephone (011) 2371 7844 [between 9:30 hrs. to 18:00 hrs. on working days] & E-mail ID [sanjay.vatsa@bsnl.co.in](mailto:sanjay.vatsa@bsnl.co.in), Mobile No.9868176305

17. Integrity Pact Program is implemented for this EoI for which signing of Integrity Pact is mandatory for the purchaser and bidder. Format of Integrity Pact is provided in the EoI document at Section 7 Part E. To oversee the implementation of Integrity Pact Program, IEMs are appointed by BSNL information of which is available on [www.bsnl.co.in](http://www.bsnl.co.in).

e- File.No: **BSNLCO-MMT/14(11)/1/2021-MMT**

  
AGM (MMT)

Phone Number-(Off) 011-23717844

Copy to :

1. Director (CM), BSNL for favour of kind information.
2. All prospective bidders (through BSNL website)
3. GM (NWP-GSM-II)/ GM (MM)/ GM (PF)
4. DM (MMT-I) for updating on BSNL website.
6. Office copy.

Regd. & Corporate Office : Bharat Sanchar Bhawan, H.C.Mathur Lane, Janpath, New Delhi-110 001.

Corporate Identity Number (CIN) : U74899DL2000GOI107739

[www.bsnl.co.in](http://www.bsnl.co.in)



**Annexure-I to DNIT  
Non-Disclosure Agreement (NDA)**

(To be signed on 100 Rs. Stamp Paper)

This Agreement is made as of the **dd/mm/2021** between BHARAT SANCHAR NIGAM LIMITED (BSNL) a Government of India Enterprise, having its registered office and Corporate office at **Bharat Sanchar Bhawan, Harish Chandra Mathur Lane Janpath, New Delhi-110001** hereinafter called BSNL which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and M/s ..... a company incorporated under the Indian Companies Act, 1956, and having its registered office at .....

herein after called "....." which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas in order to pursue the mutual business purpose of this project of this particular project as specified in **Exhibit A** (the "Business Purpose"), BSNL and M/S..... recognize that there is a need to disclose to one another certain information, as defined in para I below, of each party to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

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

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, including information listed in Exhibit A attached hereto and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party ("Confidential Information"). Information consists of all type of data related to BSNL mobile customers/services obtained by CCF either through Back End system or directly received from BSNL , certain specifications and/or technical information, and all copies and derivatives containing such Information, that may be disclosed to one another for an during the purpose, which a party considers proprietary or confidential ("Information"). Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary

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nature must first be announced and it must be reduced to writing and furnished to the receiving party within thirty (30) days of the initial disclosure.

2. M/s ..... and BSNL hereby agreed at during the Confidentiality period:

a) The receiving party shall use Information only for the Purpose, shall hold information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined in exhibit A, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce information only to the extent essential to fulfilling the purpose, and shall prevent disclosure of information to third parties. The receiving party may, however, disclose the information to its consultants and contractors with a need to know; provided that by doing so, the receiving party agrees to bind those consultants and contractors to terms at least as restrictive as those stated herein, advise them of their obligations and indemnify the disclosing party for any breach of those obligations.

b) Upon the disclosing party's request, the receiving party shall either return to the disclosing party all information or shall certify to the disclosing party that all media containing information have been destroyed. Provided, however, that an archival copy of the information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the information.

3. The foregoing restrictions on each party's use or disclosure of information shall not apply to information that the receiving party can demonstrate :

- a) was independently developed by or for the receiving party without reference to the information, or was received without restrictions; or
- b) has become generally available to the public without breach of confidentiality obligations of the receiving party; or
- c) was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or
- d) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonable cooperates with the disclosing party's efforts to secure an appropriate protective order; or
- e) is disclosed with the prior consent of the disclosing party; or
- f) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or



- g) the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.
- h) Each party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Each party agrees to comply with any and all terms & conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
4. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.
5. Each party recognizes and agrees that all of the disclosing party's Confidential Information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
6. Access to Information hereunder shall not preclude an individual who has seen such information for the purposes of this Agreement from working on future projects for the receiving party which relate to similar subject matters, provided that such individual does not make reference to the information and does not copy the substance of the information during the Confidentiality Period. Further more, nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know-how developed by the receiving party's personnel under this Agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the information.
7. As between the parties, all information shall remain the property of the disclosing party. By disclosing information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copy right, mask work protection right, trade secret or any other intellectual property right. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION. Execution of this Agreement and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise, or

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inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.

8. Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.
9. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
10. All the disputes, differences, controversies / differences of opinions, breaches and violation arising from or related to the agreement arises out of this Agreement between parties then same shall be resolved by mutual discussions / reconciliations in good faith.
11. If the dispute, difference, controversies / differences of opinions, breaches and violation arising from or related to the agreement cannot be resolved within 60 (sixty) days of commencement of reconciliations/discussions, then the same will be referred to two arbitrators, one to be appointed by each party, with an umpire to be appointed by the two said arbitrators and the arbitration will be governed by the Arbitration and Conciliation Act, 1996 of India or any statutory modification or re-enactment thereof or any rules made thereof. The arbitration proceedings shall be in English language. The venue of arbitration shall be New Delhi, India."
12. This Agreement will be construed in interpreted and applied and governed in accordance with the laws of India. That in case of any dispute under this agreement the courts at Bangalore, Hyderabad & Chennai for respective call centers alone will have the exclusive jurisdiction.
13. This Agreement and Exhibit A attached hereto constitutes the entire agreement of the parties with respect to the parties respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other party's written consent.
14. This Agreement will remain in effect for three years from the date of the last disclosure of Confidential Information, at which time it will terminate, unless extended by the disclosing party in writing.

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

M/s .....

Signature .....

Printed Name .....

Title .....

BHARAT SANCHAR NIGAM LIMITED

Signature .....

Printed Name .....

Title .....



Exhibit-A

**Business Purpose** – Expression of Interest (Eoi) for registration-cum-participation in upcoming 4G Tender of BSNL and Proof of Concept (PoC) as part of tendering process for rollout of 4G network in BSNL vide EOI No. MM/NWP-GSM-II/REG-POC-4G/E-697/2021 issued on 01.01.2021

M/s .....  
Signature .....  
Printed Name .....  
Title .....

BHARAT SANCHAR NIGAM LIMITED  
Signature .....  
Printed Name .....  
Title .....