

Opportunity to become Partner with MTNL for providing GSP/ASP services to MTNL customers in Delhi & Mumbai on Non- exclusive basis.

File No: MTNL/CO /EB & MKTG/ MTNL/ASP-GSP Policy/2017-18 Dated:31 .10.2017

MTNL invites proposal, on revenue share basis, from interested GSP Suvidha Provider (GSPs) empanelled/registered by Goods and Services Tax Network (GSTN) on Non-exclusive basis.

MTNL is engaged in providing various kinds of telecom services e.g. Landline, GSM, Broadband, Leased Line Services, and other Enterprise Business etc. in twin Metro cities of Delhi and Mumbai and has a subscriber base of over 6.5 Million.

MTNL intends to leverage its network of Broadband and GSM services by partnering with GSP's to assist Small and Medium Enterprises as well as large business houses in transitioning to GST from current multiple Taxes by launching a software which will record invoices on a PC/ handheld device or a smart phone along with all GST compliances like filing of returns, sending back mismatch invoices etc. and will take care of all compliances on the behalf of the customers.

It is expected that the GSP's approaching MTNL for partnership in this business shall be in the knowhow of the revenue streams/costs involved/business case of this business and shall have sufficient knowledge and resources to operate the services.

The architecture of GSP/ASP business envisaged by MTNL shall require the following functionalities to be the responsibility matrix for each stakeholder:

- a) MTNL will be providing the requisite connectivity and other network resources as per the requirement of the service to GSP. The pricing of such connectivity in all aspects shall be the prerogative of MTNL. MTNL shall introduce a special tariff plan/ plans to cater to the customers depending on the requirement and business model of each GSP i.e a bundled product for ASP/GSP application and data plan or any other.
- b) GSP will provide assistance to MTNL customers in transitioning to GST era as well as complying with the GST laws like payment of GST, filing of Returns prescribed in GST laws by bringing onboard the requisite technology and its attendant wherewithal that includes software, hardware, human resource, call center and customer management i.e an end to end solution to facilitate a seamless experience for the customer from the moment of registration to punching of invoices and tax filing and all attendant requirements.
- c) MTNL Customers who would avail the facilities/services of the GSP shall be termed as users

The salient points regarding eligibility conditions, documents required and major terms & conditions are provided below:

1. Eligibility Criteria for intended GSPs

- 1.1 Interested GSPs must have been empanelled /registered by the Goods and Services Tax Network (GSTN).

2. List of documents to be submitted as part of the proposal by the intended GSPs

- 2.1 Self Attested copy of the certificate /agreement/contract/agreement/empanelment letter from GSTN indicating GSP status of the company
- 2.2 Certified True copy of Board's resolution in favor of authorized signatory.
- 2.3 Specimen signature of the authorized official duly attested by Company's Banker along with PAN card.
- 2.4 Non-refundable processing fees of Rs. 25,000/- in the form of DD drawn in favor of AO (C & T) CO, MTNL Corporate Office, New Delhi shall be submitted along with the proposal.
- 2.5 Non- Disclosure undertaking, duly notarized on non judicial stamp paper of Rs.50/- (NDA format enclosed-**Annexure-I**).
- 2.6 Technical details of the solution and business plan.
- 2.7 Company profile and Contact details i.e. Name, mail id, phone no., mobile no., fax no etc of a responsible person for liasioning in this matter to be submitted as per **Annexure-II** enclosed.
- 2.8 The GSP shall submit an irrevocable undertaking duly signed by its authorized signatory for due performance of the contract.
- 2.9 Commitment / undertaking to submit Performance Bank Guarantee of Rs. 5 Lakhs at the time of signing the agreement.
- 2.10 Undertaking (signed by Authorized signatory) that the company has never been barred, blacklisted or banned from having business dealings with / by any of the Government agency / Company/ PSU.

3. Scope of work for GSPs:

MTNL along with GSP partner shall offer/launch a bundled product to all MTNL customers of CFA /CM and EB verticals wherein:

1. The GSP shall bring at its own cost the requisite application and expertise for filing and compliance of GST that includes the entire process as envisaged by the GST law and amended from time to time.
2. MTNL shall provide connectivity and other network elements through the continual cloud hosting of the GSP application and filing shall be the responsibility of the GSP at no extra cost.
3. For this purpose MTNL along with the GSP shall agree to launch special tariff plans. These special tariff plans shall be only for GSP application.
4. The billing shall be done by the MTNL to the individual customers on receipt of data from the GSP.
5. Collection shall be through MTNL portals only.
6. Upon collection and submission of relevant MIS, MTNL shall release revenue share to the GSP by the 15th of every successive month.

7. All records pertaining to the transaction shall be maintained by the GSP as per IND AS norms.
8. The GSP/ASP/ services shall be in compliance with the laws of Land/guidelines issued by Ministry of Finance, Govt. of India/GSTN and any other further amendment in Rules which came in to effect from time to time.

Note: Detailed scope of work shall be stated in the Agreement with the GSP's. Notwithstanding anything contained in the policy, upon receipt of this proposal by digital means (e-mail etc.) or through post, the intended GSP shall necessarily submit a workable business proposal along with non – refundable processing fee of Rs. 25,000/- as mentioned in para 2.4 above to DGM (EB & MKTG) CO, MTNL Corporate office, 2301, 2nd floor, Mahanagar Door Sanchar Sadan, CGO complex, New Delhi-110003. MTNL reserves the right to reject any proposal for reasons to be conveyed to the GSP in writing on account the proposal has been found unworkable /frivolous/ the solution not ready for launch. For clarity sake:

- MTNL intends to initially enter into agreement with only 4 (four) numbers of GSPs (considering its logistical and other network constraints).
- The offer will be screened upon receipt of the proposals from GSPs. MTNL decision in regard to the offer will be final.
- The notice to make offer will remain open for prospective GSPs, till MTNL gets 4 (four) Numbers of eligible GSPs. However the first evaluation will be done after 21 days of this EOI and if found eligible, agreement will be entered with such GSP(s) and service will be launched.

The GSPs shall be responsible for due performance of the contract including continued post execution support of the project. GSPs remain responsible for non-performance inter-alia any other act that may lead to barring of business dealing with the GSPs or banning business with them. MTNL intends to provide ASP/GSP service to all its customers.

The above mentioned broad scope of work (SOW) is only indicative/ tentative and may differ on case to case basis at the time of discussions with the GSPs based on type of solution proposed and responsibility matrix. The actual SOW shall be made part of agreement in each case, on case to case basis.

3.1 Technical Requirements/Responsibilities for intended GSPs

- i. **Provision of Hardware/ Software:** Provision of GST Platform Solution at its own cost, relevant hardware, equipment, software/related software licenses, applications to perform intended activities are to be proven.
- ii. CAPEX (hardware & software), AMC, updating of system & operations of the system to be deployed by GSPs and other costs associated with deployment. All requirement of Cloud, call center, attending FAQ's, and handling of social media in all respects shall be borne by the GSP.

- iii. **Installation:** To do installation, testing, commissioning at its own cost of the GST system/ solution and launch the services within 1 months of signing of agreement. MTNL reserves the right to extend the period based on requirement.
- iv. **Operations:** It shall also be responsible for operation and maintenance of all the equipment (hardware, software, help desks, etc.) and application/ solution/ servers on 24X7X365 basis by a team at its own cost for providing the Service(s). It will also include execution & monitoring of defined rules and day to day operations, configuring commission, Tariff/charges of the services. Self care website development, Operations & maintenance related to GST - Website development. Generation of MIS report- Automatic. Reconciliation on the basis of MIS reports and otherwise.
- v. **Integration:**
 - a) Integration with MTNL network as per scope of work.
 - b) Integration with various Payment Gateways, if required.
 - c) Integration with MTNL customer care portal.
 - d) Any other integration required for the launch of Service and day to day requirements.
- vi. To put a Disaster Recovery set up at a geographically different location from day one, in case of launch of the product/ services or the architecture shall be as per satisfaction of MTNL & should meet all the norms & regulations etc. of TRAI.
- vii. To establish a call centre (all levels) for providing ASP services to MTNL customers/handling service etc. during regular working hours.
- viii. To provide password protected access of MIS to various functionaries of MTNL.
- ix. The solution shall ensure handling & prevention of all kinds of fraud scenarios viz. hacking or any other security threat.
- x. GSP shall be completely responsible to comply with all security and fraud related guidelines issued by TRAI /GSTN/Government (Central and State/Union Territory) or any other competent authority or agencies time to time.
- xi. The GSP shall be responsible for any loss of money due to any technical problem/ incapability / security lapse which will be attributable to the said platform/ solution or the officials of the GSP or its partner. GSP Provider shall indemnify MTNL in all such cases. If any action is brought against MTNL in such cases by any other GSP/third party, the GSP shall defend the same at its own cost and consequences and shall indemnify MTNL for breach of statute, Regulation etc. of Govt. or Authorities or Law or claim(s) arising from third party using the said service and all the costs and other expenses that MTNL may incur in this connection.
- xii. **Hosting Infrastructure:** Infrastructure including AC/ Power/ space / connectivity to local MTNL Network etc. shall be provided by MTNL for this business at no cost to GSP in case deployment is done in MTNL Premises.
- xiii. To provide training as per MTNL requirement: Instructional training to the designated Training centre staff of MTNL to implement the services, if required & providing training material etc.

- xiv. GSP shall be responsible for Security of data available in the GST Platform system/ providing money trail and also responsible for any kind of security breach at no cost to MTNL.
- xv. GSP shall be responsible for Keep back up data for defined duration as per /TRAI /GSTN/Government (Central and State/Union Territory) guidelines.
- xvi. GSP shall be responsible for Providing Key resource personnel for the project/ service.
- xvii. GSP Provider shall be responsible for getting the testing done before launch.
- xxviii. GSP shall be responsible for Business Operations including business analysis
- xix. GSP shall be responsible for Complying with all Legal requirements relating to Operation of ASP –GSP business.
- xx. GSP shall be responsible for operational support including on-going changes to the User Interface, services management, helpdesk support, local technical support.
- xxi. GSP shall be responsible for Local support required for system integration
- xxii. GSP shall be responsible for Bug fixes, GST platform maintenance & upgrades
- xxiii. GSP shall be responsible for Changes, up-grades & improvements to the platform
- xxiv. GSP shall be responsible for proactively managing the customer client application on a day to day basis.
- xxv. Performing all activities (except providing telecom Services) required for end to end delivery of the services to the customers.
- xxvi. Providing all types of report/MIS on real time basis for MTNL regarding statistics of the ASP-GSP services/ GST/ Customers etc.
- xxvii. MTNL or its authorized representative/ Govt. agencies etc. shall have right to inspect/access/monitor the solution/system/hardware/software etc.
- xxviii. If any information provided by the GSP is found to be incorrect at any stage, it would render his/her proposal liable for rejection and the Non – refundable processing fee shall be forfeited.

3.2 Performance Bank Guarantee

The GSP shall submit a performance bank guarantee of Rs. 5 lakhs to MTNL which shall be valid for the entire duration of 5 years of agreement plus 6 months. MTNL shall reserve the right to en-cash the PBG in case of violation of terms and conditions of the agreement without prejudice to other rights and remedies available to MTNL.

3.3 Branding

The ASP-GSP service shall be co-branded.

4. MTNL's responsibilities:

- i.** Interacting with DoT/ TRAI
- ii.** Provision of Space, Infrastructure/ power & local connectivity etc., if required.
- iii.** MTNL shall provide various short/long codes, Access Point Names (APNs) for SMS, USSD, IVR etc as per the requirement of the service, however the decision of MTNL shall be final.
- iv.** Push SMS capacity as per requirement.

- v. MTNL will do revenue collection and share the revenue with GSP.

5. Signing of Agreement:

A detailed agreement will be signed with the GSP(s) after receipt of the offer/proposal fulfilling eligibility conditions and submitting all desired documents mentioned above at para 1 & 2 respectively. The agreement shall be non-exclusive and shall not be construed to prevent either party from entering into a similar agreement with any other party or to restrict such party from directly engaging in related activities. The terms and conditions defined in this document shall also form an integral part of the agreement.

6. Cost to be borne by each entity (MTNL & GSP) on its own :

- i. Travel
- ii. Admin expenses

7. Marketing

7.1 MTNL and GSP will market/promote its services jointly and the modus will be decided at the time of entering into the agreement which shall be applicable for all intended GSPs.

7.2 GSP shall mention MTNL's applicable brands in all its promotions specific to the services, including on its websites.

7.3 MTNL and GSP may work out special promotion schemes etc. on mutually agreed basis.

7.4 Necessary Telecom infrastructure for enabling promotion of services through MTNL network shall be provided by MTNL. However the decision of MTNL shall be final.

7.5 The marketing cost shall be in accordance with all Government norms and directives to which MTNL adheres to/or are applicable to MTNL.

8. Duration of agreement: 5 years initially and thereafter on mutual negotiations.

9. MTNL Procedure to Proceed with Proposals: The proposal shall be submitted by GSP with reference to meeting the eligibility conditions duly signed by authorized signatory to DGM (EB & MKTG)CO, Mahanagar Door Sanchar Sadan, 2301, 2nd Floor, MTNL Corporate office, CGO Complex, New Delhi-110003. Further, MTNL would reserve the right of periodic review of the entire offer or any element thereof based on its business requirement.

10. Billing: Billing for the ASP services provided by MTNL and GSP shall be done by MTNL to the customers on monthly basis along with GST and the same shall be collected by MTNL only. Data required for Billing to the customers shall be provided by GSP to MTNL in timely manner. In no circumstances, GSP shall collect the money from customers. GSP will share all billing data in form as acceptable to MTNL's billing system to enable to capture revenue and GST (recoverable and payable) in MTNL's Account.

11. Payment Terms & conditions and invoicing: The accounting mechanism for timelines of payment by MTNL and other details about raising invoice, periodicity of payment, Pricing/ commercial / business model of services etc. shall be decided once agreement is signed with the GSP.

12. Revenue Share: Revenue share between MTNL and GSP would be 40:60 respectively. GSP shall raise the monthly invoice to MTNL for claiming their revenue share along with GST, if applicable as per agreement. Shareable Revenue will be over and above the existing revenue of MTNL from intended customer. In other words, Revenue share will be made between MTNL and GSP for the revenue earned for the ASP-GSP related services provided by the GSP. However, before calculating the shareable revenue, all Statutory Taxes & Levies on account of spectrum fee/ License fee etc. payable to DOT, Govt. of India shall be deducted beforehand from the revenue receipts from customer before sharing with GSP. GSP shall share monthly data of all customers added and deleted. The system on the basis of which GSP raises bill shall be subject of audit.

Format of Non Disclosure Agreement

This Agreement is made as of the -----, 2017 between MAHANAGAR TELEPHONE NIGAM LIMITED (MTNL) a Government of India Enterprise, having its Registered Office at 5th floor, Mahanagar Door Sanchar Sadan 9, CGO Complex, Lodhi Road, New Delhi- 110 003 hereinafter called MTNL 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 particular project as specified in Exhibit A (the “Business Purpose”), MTNL and M/s----- recognize that there is a need to disclose to one another certain information, as defined in para 1 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 certain specifications, designs, plans, drawings, software, prototypes and/or technical information, and all copies and derivatives containing such Information, that may be disclosed to one another for and 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 be 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 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 MTNL 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; oris 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 reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or
is disclosed with the prior consent of the disclosing party; or 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 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.
4. 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 and 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.
5. 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.
6. 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.

7. 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. Furthermore, 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.

8. 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, copyright, 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 do not constitute or imply any commitment, promise, or inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.

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.

This Agreement will be construed in, interpreted and applied in accordance with the laws of India.

That in case of any dispute or differences, breach & violation relating to the terms of the Agreement, the said matter or dispute, difference shall be referred to sole arbitration of Chairman and Managing Director (CMD) of MTNL or any other person appointed by him. The award of the arbitrator shall be final and binding on both the parties. In the event of such Arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or other wise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CMD MTNL shall appoint another person to act as Arbitrator in place of out going Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by his predecessor. M/s ----- will have no Objection in any such appointment, that arbitrator so appointed is employee of MTNL. The said Arbitrator shall act under the Provisions of the Arbitration and conciliation Act, 1996 or any statutory modifications or reenactment there of or any rules made thereof.

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.

This Agreement will remain in effect for five 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: _____

MAHANAGAR
TELEPHONE NIGAM LIMITED

Signature: _____

Printed Name: _____

Title: _____

ANNEXURE-II**COMPANY PROFILE**

SI	DESCRIPTION	DETAIL
1	NAME OF COMPANY	
2	MAILING ADDRESS	
3	TELEPHONE No./MOBILE NOs	
4	FAX No.	
5	e-mail ID FOR CORRESPONDANCE	
6	YEAR OF ESTABLISHMENT	
7	NAME OF MANAGING DIRECTOR	
8	LEGAL STATUS OF COMPANY (INDIVIDUAL/PROPRIETORSHIP/ PARTNERSHIP/ LIMITED /PRIVATE LTD. / PUBLIC LTD./REGISTREED BUSINESS ENTITY)	
9	CORPORATE IDENTIFICATION NUMBER	
10	NAME FOF NODAL OFFICER WHOM ALL THE REFERENCES SHALL BE MADE REGARDING THIS EOI	
	DESIGNATION	
	CONTACT NO. (TEL/MOBILE)	
	FAX	
	e-MAIL ID	
	ADDRESS	
11	AGREED WITH TERMS & CONDITIONS	

As of this date, the information furnished in all parts of form is accurate and true to the best of my knowledge

SIGNATURE:

NAME:

DESIGNATION:

ADDRESS:

COMPANY:

COMPANY SEAL:

Note: MTNL reserve the right to verify the facts given by company, with the authority if required.