

**EXPRESSION OF INTEREST FOR ASSOCIATION OF EXTERNAL
AGENCIES TO OFFER SECURITY SERVICES AS VALUE ADDED
SERVICES TO
BSNL DATA CUSTOMERS**

Date: 16-10-2008

*Send EOI to: Office Of DGM IT, 5 th Floor, KK Nagar Telephone Exchange,
99, Jawaharlal Nehru Road, Chennai 600078*

Fax no: 044-23719900

Last Date of submission of Bids:: 27-11-2008 upto 14:00 hrs.

Date and Time of opening of techno-commercial bids: 27-11-2008 : 15:00 Hrs.

Bid Security: Rs 25 Lakhs

1.0 Introduction

Bharat Sanchar Nigam Limited (BSNL), a Public Sector Undertaking of Government of India, is the largest telecom Service Provider in India having a countrywide presence with over 72 million customers. It is also the largest ISP and offering broadband services on ADSL 2+ to its customers. The Broadband network of BSNL is currently operating across the nation except in Delhi and Mumbai and the subscriber base has touched a figure of 2.0 million. BSNL targets to achieve a customer base of more than 6 million in the next one year.

Intending bidders may download the copy of the tender documents along with the relevant specifications from Chennai Telephones website www.chennai.bsnl.co.in or www.bsnl.co.in

In case the BID is downloaded, while submitting the tender bid the bidder has to enclose a crossed Demand Draft towards the cost of the tender document for Rs.4160/= (Rupees Four thousands one hundred and Sixty only) inclusive of VAT drawn on any scheduled bank in favour of Sr. Accounts Officer(C &A), HQ zone, BSNL, Chennai Telephones payable at Chennai.

Or

The tender documents shall be purchased on production of a simple application in person along with specified cost of forms Rs.4160/= (Rupees Four thousand one hundred and sixty only) inclusive of VAT as DD at the office of the Sr. Accounts Officer (C & A) Head Quarters Zone, 47, Armenian Street, Chennai - 600 001 during all working days between 10.00 hrs and 15.00 hrs (except Sundays/ Holidays)

from 16/10/08 to 26/11/08. In such cases, the copy of cash receipt obtained from BSNL shall form part of the bid.

2.0 Broadband Network Architecture

The broadband network of BSNL comprises managed MPLS backbone and the Broadband Access on DSL. The backbone network carries broadband and narrowband Internet traffic, content based traffic, VPN traffic etc.

BSNL also plans to introduce Broadband Services on wireless access during the current year.

3.0 PURPOSE OF THE EOI

BSNL intends to provide Desktop security solution as value added services (VAS) to its Broadband Customers and other data customers. Proposals are accordingly invited from interested companies for providing these services on non-exclusive, Revenue Sharing & franchise basis. The concerned security solution providers/companies can offer the services to BSNL's subscribers after entering into an agreement with BSNL.

4.0 ELIGIBILITY CRITERIA

The Eligibility criteria for qualifying companies to submit their proposals shall be as below:

1. The bidder shall not be a licensed ISP operator/ wireline/wireless service provider company in India. The company shall not have an equity stake in & of any basic services/ cellular services/ Internet services/ Unified access services/ NLD/ ILD services operating company (ies) in India.
- 2 A quality manual describing the QA system shall be submitted along with the bid, which should include following:
 - 2.1 The details about the component quality assurance and quality system practice, including data on critical components.
 - 2.2 The quality data of production line for the production under consideration. Bidder is permitted to submit a valid ISO certificate (ISO 9001: 2000) or equivalent in support of this clause.

- 3 The security product being offered by the Bidder should have been deployed and working in similar kind of ISP solutions for atleast 3 different ISPs (in India or abroad) with a customer base of atleast 1 million (with a minimum of 1 lakh customers for each ISP). In order to assess the provenness of the product being offered, the bidder shall provide documentary evidence regarding the product being offered by him. This shall necessarily include the certification from the ISPs.
- 4 The Bidder shall be an IT/ Networking/ Telecom Sector company with a minimum annual turnover (audited) of Rupees 50 Crores in each of the last 2 financial years. Audited balance sheet for the last 2 years shall be enclosed as a supporting document. The turnover mentioned in this clause shall not include business other than IT/ networking/ telecom services.
- 5 The Bidder should be a direct owner of the Security solution or must have a direct teaming arrangement with the OEM. Further, the bidder should provide necessary legal valid document of support from the OEM stating that their products/ solution proposed by the bidder shall be supported for the entire period of contract.
- 6 The turnover of the OEM should be in excess of INR 50 Crores for each of the last two financial years solely from the business of security solution. This requirement is also applicable for cases where the bidder is the OEM.
- 7 OEM should have a global presence and must have office at-least on one country other than India.

5.0 GENERAL CONDITIONS

1. BSNL reserves the right to accept or reject any proposal or to annul this process and reject all proposals, at any time prior to finalization of the solution provider(s) without assigning any reason whatsoever and without thereby assigning any liability to the affected participant on the ground of BSNL's action(s).
2. BSNL reserves the right to blacklist a participant for a suitable period (as deemed fit by BSNL) in case it fails to honour its proposal in totality.
3. Presently BSNL proposes to identify and enter into agreement with one Bidder. The agreement with the bidder however shall be on a non-exclusive basis. Further, BSNL reserves the right to enter into Agreement with other

Franchisee/ parties for providing similar services in its licensed basic telephone service area from time to time in future without any restriction on number of Franchisees/parties.

4. BSNL shall permit the Security Solution provider (Franchisee) to provide security services on a revenue sharing basis to operate across BSNL network subject to BSNL acquiring requisite approval(s), if any from Telecom Licensing/ Regulatory authorities as may be required from time to time.

6.0 PROVISION OF THE SERVICES:

The business model for offering these services envisages prepaid & postpaid services to BSNL Broadband/Internet customers as follows:

- (1) ***Flat Rental model (Post paid service)***: The customers shall download the suite once and then go for automatic updates. BSNL intends to offer this service on a monthly/ annual subscription basis to the customers.
- (2) ***Event based model (Post paid/ prepaid service)*** : On demand security scanning solution for detection, cleaning and deletion of viruses, spyware, adware and other security threats.
- (3) ***Trial Licenses***: A combination of basic features shall be made available to the customers for the trial period. Duration and features of the trial period may be decided mutually between franchisee and BSNL. During this period customers may use the services without any payment. Franchisee shall make necessary arrangement that in the trial plan the software downloaded and installed on the customers PC/ machine expires and stops functioning without any other impact on the PC/ machine.

The services may also be extended, at any future date, to data customers of BSNL on other access technologies such as Dial-up customers, Wireless customers, Leased line customers etc.

The services shall be offered as BSNL brand/ co-branded.

7.0 SCOPE OF WORK

- 7.1 The work by the Security Solution provider shall comprise the following activities, which are indicative but not exhaustive:
 - a. **Hosting infrastructure**: The Security solution provider shall be responsible for arranging the hosting infrastructure (all hardware and software/applications) for the requisite services at its own costs. The hosting

infrastructure shall be installed in BSNL premises and the same shall be used exclusively to provide services to BSNL customers

- b. Subscriber Provisioning:** The arrangement for customer provisioning shall be made by the security Solution provider to enable BSNL to rollout the services. This would include provisioning through a web portal, for online registration by the subscriber, web self care portal etc. The franchisee shall ensure that the service shall be provisioned within 4 hours after the subscription has been made by the customer in case of online subscription. If the customer has subscribed through the customer care center of BSNL, the provisioning of the services shall be made within 12 hours of the communication received by the franchisee from BSNL.
- c. Operation & Maintenance:** The security solution provider shall be responsible for Operation & Maintenance of the requisite application/ server(s) on 24X7X365 basis by a dedicated team. It shall include the regular monitoring & updation of the content /services based on market scenario /trends, as per customers/tastes & preferences and/or as desired by BSNL.
- d. Maintenance Support:** The franchisee shall have its own call center at his own premises, which will interface with BSNL's call center, to handle escalated queries to enable BSNL to extend maintenance support to the customers for all types of complaints and queries. The franchisee shall also make arrangements for resolving E-mail queries of the customers. Franchisee shall be entirely responsible for resolving all the complaints and grievances of the customers related to the security services offered to the BSNL broadband & other data customers.
- e. Security Content arrangement:** The security solution provider shall be responsible for arranging the required content along with the copyrights/ IPRs at its own costs.
- f. Billing information:** The necessary logs/ xDRs in support of delivery of services to facilitate charging shall be provided to BSNL, as per format & frequency requested for by BSNL. The security solution provider shall provide full information for the purpose of billing and shall assist BSNL to resolve disputes, if any.
- g. Miscellaneous:** Any other activity (ies) necessary for the smooth implementation of the Project.

- h. Marketing / promotion** The advertising/ promotion of the services shall be undertaken by both franchisee and BSNL at their own respective costs.
- i. Training to BSNL officers:** The franchisee shall conduct the training program for atleast 60 man-days in atleast 4 locations at BSNL training Centers for BSNL's service and sales staff.

7.2 List of activities to be undertaken by BSNL would include:

- a.** BSNL shall arrange the necessary connectivity, space, air conditioning and AC power required for the equipment to be installed by the franchisee in BSNL premises.
- b.** BSNL will provide the franchisee, the access to its appropriate network element(s) to facilitate provision of the services and may provide requisite Public IP address(es) as well, if it is required.
- c.** BSNL shall fix the tariff for the services in consultation with the franchisee. BSNL shall bear the responsibility for commercial aspects, the issue of bills to the subscriber and revenue collection.

7.3 The integration with the BSNL OSS/BSS for IP services is to be done by the franchisee. Standards APIs shall be provided by BSNL for the integration. The integration shall be required to enable authentication for BSNL Broadband users, exchange of commercial and billing information etc.

The security solution provider shall offer a Web service interface for the license management purpose. BSNL should have access to a reporting portal showing the infrastructure availability for a day, week and a month.

The licensing policies must be flexible allowing BSNL to start using at least the following license options:

- (a) Continuous service
- (b) Terminating the license (service) for the user at any time as per requirement

7.4 At the time of award/ signing of contract between BSNL and successful Bidder, the detailed responsibility matrix is required to be finalized after mutual discussion and within the framework of this EOI. It will form the part of finalized revenue sharing contract.

8.0 DURATION OF THE AGREEMENT

The term of agreement shall remain five years from the date of signing of the agreement unless revoked earlier for whatever reasons. BSNL may extend, if deemed expedient, this period of agreement in blocks of two years at a time, suo moto or upon request of the Franchisee. The decision of BSNL shall be final in regard to the grant of extension.

The salient points of the Agreement and related eligibility conditions (specific as well as general) for the service are given below.

9.0 INTELLECTUAL PROPERTY RIGHTS/ COPYRIGHTS

The services to be offered to the customers under this agreement shall not be endorsed by BSNL. The security solution provider shall be solely responsible for the Intellectual Property Rights/ copyright and lawfulness of the security solution and shall indemnify BSNL for the same. Under no circumstances, BSNL shall have the responsibility for any liability arising on account of the same.

10.0 DELIVERY OF THE SERVICE

The services should be launched as early as possible but not later than 60 days from the date of signing of the agreement with the franchisee. During this period, the service offering shall be monitored by a validation committee constituted by BSNL. If the franchisee is not able to either launch the services within the stipulated period or complete validation successfully, the rights to provide the services to BSNL customers may be withdrawn by BSNL, and the bank guarantee may be forfeited.

11.0 SERVICES ENVISAGED:

The Security Systems should be capable of serving the following basic purposes:

- (1) Shall be compatible to work with the existing network infrastructure and application architecture.
- (2) Shall be easily manageable, scalable and robust.
- (3) Shall be in compliance with the best of industry standards.

- (4) Shall have provisions to incorporate the regulatory compliances from Governing Authorities or Industry standards.

The Desktop security shall consist of following essential components:

- (1) Desktop Firewall
- (2) Desktop Antivirus (including Desktop antispam and worm detection)
- (3) System Control.
- (4) Anti-spyware
- (5) E-mail safety scan
- (6) Spam control (includes antiphishing)
- (7) Protection against rootkits.
- (8) Two-way firewall.
- (9) Home network protection.
- (10) Parental Control
- (11) Pop-up Blocker

Security solution shall have multiple formats and packages based upon the user's requirement. Available features in any of the package shall have individual user level control for making them ON or OFF. The security solution shall have various components such as antivirus, firewall, parental control, privacy manger, intrusion detection etc. as modular offering and shall be offered in different combinations to the customers under different packages. The solution shall necessarily have protection against following features:

- (1) Malicious software, Virus, worm, Trojan, Spyware , Riskware and Addware etc.
- (2) Spam and phishing.
- (3) Shall ensure continued protection against any new security threats that may emerge over the period of contract

The above are minimum feature requirements and in case the solution offered has more features, the details are to be provided by the company intending to partner with BSNL. The compliance list of the security solution to be addressed is given as per **Annexure – I** and the bidder should give an undertaking to this effect. Subsequently, at the time of commissioning of the system and during the currency of the services as defined in the EOI, if it is noticed that the supplied solution does not have necessary

capability required to achieve the performance, the franchise shall be required to replace the same with a better configuration solution at his own cost.

12.0 INDEMNIFICATION

Franchisee shall indemnify BSNL for any claim, demands, actions, suits, proceedings, liabilities, costs, legal fees or damages of any kind, arising from claims of third party (including claims, assertions and investigations of a Govt. agency) which arise in whole or part from and/or asserted against BSNL on account of:

- (i) Any acts or commissions by franchisee in connection with the sale of/services by ISSP and the performance of this EOI.
- (i) The negligence or willful misconduct of franchisee or its employees or agents.
- (ii) A breach of an obligation of franchisee to BSNL under this EOI or any loss or liability arising to BSNL from BSNL's use of franchisees services/facility.

13.0 FINANCIALS

13.1 The customers shall pay for the usage of the security solution, which will be offered to the customer as a value added service.

13.2 The bidder shall quote the revenue to be shared with BSNL as per Annexure-II.

13.3 No revenue share shall be payable to the franchisee for broadband charges or other services being offered to the Broadband customers.

14.0 REVENUE COLLECTION

14.1 POST PAID SERVICE

(i) BSNL shall be solely responsible for all commercial functions of bill issue for post paid security service and revenue collection from BSNL's customers.

(ii) The franchisee shall generate the required billing data in desired format for BSNL to generate the bills.

(iii) Based on the billing records, BSNL shall perform all commercial functions of bill raising and revenue collections.

(iv) BSNL shall deduct the levies/ duties/ taxes payable to the Government and thereafter calculate and pay to the franchisee the agreed share of revenue based on the billed amount.

14.2 PREPAID SERVICE

- (i) BSNL also envisages offering security as a prepaid service to the customers.
- (ii) The bidder shall make provision for the prepaid billing infrastructure to operationalize the prepaid services.
- (iii) For prepaid service, the revenue share percentage shall remain same as for post paid services for all types of calculations.

14.3 RECONCILIATION OF ACCOUNTS

(i) Payment of revenue share shall be made on monthly basis to the franchisee on receipt of the invoice. The designated person in BSNL shall verify the bill within 7 days for accuracy. The verified bill shall be forwarded to the designated finance officer who will release the payment within 15 days of the receipt of the verified bill.

(ii) In order to expedite the exchange of revenue share the following practice shall be implemented:

- Franchisee shall raise an invoice for a month on adhoc basis for the average number of the customers subscribed for the service in the last three months.
- Ad-hoc payment shall be made to the franchisee based on the invoice submitted and verification of the number of customers that have subscribed to the service.

(iii) Final reconciliation between BSNL and franchisee will be done on quarterly basis and adjustment will be done in the first month of next quarter. The last quarter reconciliation and adjustment will be done in the month of March last week of the financial year. The actual number of customer for the each month and the adhoc payment made for the month shall be verified and adjustments will be done accordingly.

(iv) Any discrepancy found would be mutually discussed and resolved.

15. BID SECURITY

15.1 The bidder shall furnish, as part of his bid, a bid security in the form of Bank Guarantee for an amount of Rs. 25,00,000/- (Rupees Twenty five lakh only).

The bidder shall submit bid Security in the form of demand draft drawn in favour of Sr. Accounts Officer, (C&A), Head Quarters zone, BSNL Chennai Telephones for an amount of Rs 25,00,000 (Rupees Twenty Five Lakhs) or in the form of a bank guarantee from a scheduled bank in favour of the purchaser (DGM IT, Chennai Telephones) valid for 6 months from the date of opening

- 15.2 The bid security is required to protect BSNL against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to para **15.7**.
- 15.3 The bid security shall be in the form of a Bank Guarantee issued by a scheduled bank in favour of BSNL as per Annexure-V. The Bid security shall be for an amount as indicated in the bid on Non-judicial stamp paper of appropriate amount and valid for a period of 180 days from the date of EOI opening.
- 15.4 The bid not secured in accordance with para 15.1 & 15.3 shall be rejected by the Purchaser being non-responsive at the bid opening stage and returned to the bidder unopened.
- 15.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible as but not later than 30 days after the expiry of the period of the bid validity prescribed by the purchaser pursuant to clause 15.3.
- 15.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the purchase order satisfactorily in unconditionally and furnishing the performance security.
- 15.7 The bid security may be forfeited:
- (a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or
 - (b) In the case of successful bidder, if the bidder fails:
 - (i) To sign the contract or
 - (ii) To furnish performance security.

- (c) In both the above cases, i.e. **15.7** (a) & (b), the bidder will not be eligible to participate in the EOI for same item for one year from the date of signing of Revenue Sharing Contract. The bidder will not approach the court against the decision of BSNL in this regard.
- (d) The bidder shall submit an irrevocable undertaking duly signed by it and its OEM stating that both of them i.e. the bidder and its technology partner shall be liable for due performance of the contract jointly and severally failing which both of them shall be liable to be barred from having any business dealing with BSNL for a period of 3 years.

16. PERIOD OF VALIDITY OF BIDS

- 16.1 Bid shall remain valid for 150 days from the date of opening of bids prescribed by the BSNL. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- 16.2 In exceptional circumstances, BSNL may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 15.1 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

17. PERFORMANCE BANK GUARANTEE

- 17.1 Successful Bidder shall furnish a performance bank guarantee (BG) of INR 60 Lakh. (INR Sixty lakh only) The Bank guarantee will be required to be submitted at the time of signing of the agreement
- 17.2 The proceeds of performance bank guarantee shall be payable to BSNL as compensation for any loss resulting from the franchisee's failure to complete its obligations under the contract.
- 17.3 The performance security Bond will be discharged by BSNL after completion of the franchisee's performance obligations under the contract.
- 17.4 The performance Bank Guarantee Performa is attached *as Annexure -VI* to this EOI document. The PBG shall have a validity period of 66 months. BSNL reserves the right of its extension, if required.

18. RIGHT TO INSPECT

The franchisee will provide the necessary facilities for continuous monitoring of the system, at its own cost, when required by BSNL or the licensor (DOT) or the Regulator (TRAI) or any law enforcement agency empowered to do so. The inspection will ordinarily be carried out after reasonable notice except in circumstances where giving such a notice may defeat the very purpose of the inspection.

19. PROHIBITION OF CERTAIN ACTIVITIES BY FRANCHISEE

Franchisee shall not provide any content on the Internet network of BSNL which is prohibited by Indian Laws. Violation of Indian laws for showing or providing any content shall be sole responsibility of the franchisee.

20. TERMINATION FOR INSOLVENCY

BSNL may at any time terminate the Contract by giving written notice to the franchisee, without compensation to the franchisee. If the franchisee becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the BSNL.

21. ARBITRATION

21.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CMD, BSNL or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CMD, BSNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CMD or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CMD or the said officer. The agreement to appoint an arbitrator will

be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CMD, BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

21.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

21.3 The venue of the arbitration proceeding shall be the office of the CMD, BSNL, New Delhi or such other places as the arbitrator may decide.

22. SET OFF

Any sum of money due and payable to the franchisee (including security deposit refundable to him) under this contract may be appropriated by BSNL and set off the same against any claim of the BSNL for payment of a sum of money arising out of this contract or under any other contract made by the franchisee with BSNL or such other person(s) contracting through BSNL.

23.0 Clarification of BID Documents

23.1 The prospective bidders requiring any clarification on the Bid document shall notify BSNL in writing or by fax at the mailing address indicated in the invitation of the bid. Within two weeks of issue of EOI. BSNL shall respond in writing to any request for the clarifications.

23.2 BSNL if required may call for a pre-bid conference prior to opening of the EOI. The copies of the queries raised (without identifying sources) and clarifications issued if any shall be circulated to all prospective bidders.

23.3 Any clarification issued by BSNL at any time, prior to the date of submission of EOI, in response to query raised by prospective bidders or at its own initiative, shall form an integral part of the bid document and it may amount to amendment of the relevant clauses of the Bid document.

23.4 In order to afford prospective Bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser, at its discretion, extend the deadline for the submission of the bids suitably.

24.0 Modification and withdrawal of Bids

24.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.

24.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid. A withdrawal notice may also be sent by FAX but followed by a signed confirmation copy by post **not later than the deadline for submission of bids.**

24.3 No bid shall be modified subsequent to the deadline for submission of bids.

25.0 Late Bid

Any Bid received by BSNL after the deadline for submission of bids prescribed by BSNL, shall be rejected and returned unopened to the Bidder.

26. SUBMISSION OF EOI

26.1 The application for Expression of Interest must be submitted in sealed envelopes, super scribed " **EXPRESSION OF INTEREST FOR ASSOCIATION OF EXTERNAL AGENCIES TO OFFER SECURITY SOLUTION AS VALUE ADDED SERVICES FOR BSNL BROADBAND CUSTOMERS**" and addressed to the contact person indicated in this EOI. The envelope shall indicate the name and address of the Firms to enable the Proposal to be returned unopened in case it is declared 'late' or rejected. Any Proposal received by the BSNL after the prescribed deadline for submission of Proposals shall be rejected and returned unopened to the Firm.

26.2 The proposals from the interested eligible companies shall be accepted at the following address up to **14:00 Hrs 27-11-2008**.

Office of *DGM IT*,
5 th Floor, KK Nagar telephone Exchange,
99, Jawaharlal Nehru Road,
Chennai 600078

26.3 26.4 All costs and expenses associated with the preparation and submission of EOI shall be borne by the Bidder and BSNL shall have no liability in any manner even if it decides to terminate the process of EOI for any reason whatsoever.

26.5 Responses to the EOI along with documents shall be submitted in the following manner in separately sealed envelopes duly super scribed as below:

Part A – Techno commercial/ Unpriced response of the EOI.

Part B – Financial / Priced response to EOI.

Part A should contain one original bid clearly marked as “**Original Bid**” and one copy of the same (marked as “**Duplicate Copy**”) to be complete with all technical and commercial details along with blank copy of Price Schedule. In addition, one softcopy of techno-commercial complete bid should be submitted in CD along with the bid.

Part "B" (Financial proposal) shall be submitted in original and one copy in a separate sealed envelope super-scribing on the sealed envelope "Financial proposal – Do not open". In case of any correction, the bidder shall put his signature and his stamp. Any correction of any type in financial proposal is not permissible (Available at Annexure II).

26.6 The original and other copy of Bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the bidder All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.

26.7 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

26.8 BSNL at its discretion, can extend the deadline for the submission of the response to the EOI .

26.9 The Bidder is expected to examine all instructions, forms, terms and specifications of the Bid Document. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

26.10 The EOI should be submitted in person. Outstation applicants can send their application of EOI by registered Post/ Speed Post.

27. DOCUMENTS TO BE SUBMITTED AS PART OF THE PROPOSAL

The following documents are required to be submitted along with the EOI application. Non submission of any documents or submission of incomplete, misleading or false information may render the applicant liable for summary rejection or cancellation of the application.

1. Clause by clause compliance to the specifications and terms and conditions of this Notice inviting expression of interest shall be given. Any deviations shall be duly noted alongwith reasons if applicable. The applicant must sign each page of this document, in original and submit it intact without detaching any page and give a certificate signed by the authorized signatory conveying acceptance of all the provisions and terms and conditions contained in the document of Expression of interest with all its attachments and Annexures. A bid without clause by clause compliance shall not be considered.
2. Apart from the above, following documents shall be submitted as part of the proposal: -
 - a. Partnership Deed/ Articles & Memorandum of Association or proprietorship Deed and MOU/Collaboration Deed with foreign manufacturers/ collaborators as the case may be.
 - b. Certificate of incorporation.
 - c. Teaming agreement with OEM if applicable.
 - d. Letter of Support from the OEM as per Annexure-VIII.
 - e. Latest Annual Report

- f. List of Directors of the Company with their address (es), contact telephone numbers, etc duly signed by the authorized signatory.
- g. Board's resolution in favor of authorized signatory
- h. Power of Attorney/ General power of Attorney or proper authorization to the person empowered by the firm to sign the documents on its behalf. Three specimen signatures duly attested and two latest photographs of the person authorized to sign, execute and act in respect of the EOI should be included.
- i. Power of attorney in favour of authorized signatory (on Non-judicial stamp paper of appropriate amount) accompanied with the copy of the resolution of the board/ management of the bidder to that effect.
- j. Attestation of the signatures of the authorized signatory by the Company's bankers
- k. Certificate showing the experience as required under the eligibility criteria
- l. Turnover certificate from the Company's Auditors/ CA mentioning the turnover as required under the eligibility criteria
- m. Non Disclosure Undertaking (on non judicial stamp paper of appropriate amount) (format enclosed Annexure-IV) by the Bidder.
- n. Declaration regarding the close relatives working in DOT/BSNL/MTNL. If there is no close relative working in any of the stated organization then the declaration should clearly say so. The format of the certificate to be given is "I s/o r/o hereby certify that none of my relative(s) as defined in the EOI document is/ are employed in DOT/BSNL/MTNL unit. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/ without any prior intimation to me."
- o. Completed Bid Form (Annexure VII)

28. PROPOSALS FROM THE COMPANIES TO CONTAIN

1. Time frame for provisioning of services.
2. Details of the equipment that shall be provided.

3. Details of solution arrangement(s), updation frequency, response time (ex

S No.	Equipment Description	Make	Model	Details of System and Interface

BSNL network) commitment, uptime commitment, scalability to handle increased traffic, etc in a tabular form

4. Technical solution approach covering Billing, Provisioning and Call center interfaces as following:
5. Details of similar services provided to other ISPs along with information like Uptime/ response time achieved, daily traffic generated, etc
6. Proposed Revenue share of the solution provider.
7. Latest existing solutions/ technologies at the time of the Bid, that have a clear roadmap for the next 3 years.

29.0 Opening of Bids

29.1 The bids shall be opened in the presence of the Bidders or their authorized representatives who chose to attend, at 15:00 Hrs on due date. The Bidder's representatives who are present, shall sign an attendance register, Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in the Bid opening (A format is given in the Annexure – IX).

29.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.,

30.0 REJECTION OF BIDS

While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of which shall result in out right rejection of the bid.

- 30.1 The bids will be recorded/returned unopened if covers are not properly sealed with 'PERSONAL SEAL' of the bidder.
- 30.2 The bids will be rejected at opening stage if Bid security is not submitted as per Clauses and bid validity is less than the period prescribed in Clause 15.1 mentioned above.

- 30.3 If the eligibility condition as per clause 4.0 is not met and/or documents prescribed to establish the eligibility are not enclosed, the bids will be rejected without further evaluation.
- 30.4 If clause-by-clause compliance and deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation. In case of no deviations, a statement to that effect must be given.
- 30.5 Compliance if given using ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
- 30.6 Prices are not filled in as prescribed in price schedule.
- 30.7 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the EOI process with full justification quoting specifically the violation of EOI condition if any.

Bid opening team will not return the bids submitted by the bidders on the date of EOI opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.

The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of EOI opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to competent authority CGM in circles and Director (Plg. & NS) in corporate office as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively.

Bids found liable for rejection and kept preserved on the date of EOI opening will be returned to the bidders after issue of P.O. against the instant EOI.

If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to desirous participants to be present on the occasion.

31.0 Preliminary Evaluation

31.1 BSNL shall evaluate the Bid to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

31.2 Prior to detailed evaluation, BSNL shall determine substantive responsiveness of each Bid to the Bid Document. A substantially responsive bid is one, which confirms to all the terms and conditions of the Bid Documents without material deviation. BSNL's determination of Bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

31.3 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder for correction of non-conformity.

31.4 BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or effect the relative ranking of any bidder.

32. EVALUATION OF THE PROPOSALS

1. BSNL shall consider award of work only to those bidders whose offers have been found technically, commercially and financially acceptable.
2. The offers will be evaluated in three stages. First Techno commercial / un-priced response will be opened and evaluated. The proposal will initially be screened on the basis of the eligibility criteria.
3. The technical proposals of the eligible companies shall then be rated on the basis of technical requirements as indicated in the EOI document in Annexure-I. In order to facilitate technical evaluation on the basis of the technical

requirement, documentary proof / verifiable reference / technical reference of each feature/ functionality envisaged, needs to be furnished by the Bidder.

4. The Companies may also be asked to give the presentations in respect of the technical evaluation to make BSNL appreciate their proposed concepts/ architecture
5. In the second stage the eligible companies shall be asked to perform a Proof of Concept (POC) of its solution. The POC shall be at no cost to BSNL. The POC shall be carried out for 200 clients for a period of 1(one) month to assess all the feature compliance of the proposed solution as per the technical requirements of this EOI. In the POC the bidder will not be required to host its infrastructure in the BSNL premises but need to integrate its facilities with BSNL network. . The successful solution providers would qualify for the subsequent stage.
6. The financial proposals regarding the revenue share shall be evaluated & rated subsequent to the technical evaluation and POC. This will be the third stage of the EOI.
7. Financial/ Priced offers will be opened in respect of Bidders, who qualify in the techno commercial offers and POC. The date of opening of financial offers will be intimated subsequently.
8. The bidder offering the highest evaluated revenue share as per Annexure II to BSNL will be called as H1 and the second highest technically & commercially responsive bidder will be called H2, the third will be called H3 and so on.
9. The work shall be awarded to H1 Bidder. In the event of the H1 bidder not agreeing to enter in contract with BSNL or not being considered by BSNL for contracting, inter ranking of the bidders below the aforesaid bidder will be recast to fill up the vacated slot.
10. BSNL reserves the right to appoint one or more security solution provider(s) through this EOI. In case of more than one successful bidder, award of work as franchisee to all the Bidders will be at the revenue share quoted by the H1 Bidder.
11. The right to suspend the short –listing process or part of the process to accept or reject any or all applications at any stage of the process and/ or to modify the process or any part thereof at any time without assigning any reason thereof is reserved by BSNL without any obligation or liability whatsoever.

33. BSNL's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

BSNL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.


34. Award Of Contract

BSNL shall consider award of contract only on those eligible bidders whose offers have been found technically, commercially and financially acceptable.

BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.

35 ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.



DGM IT,
CHENNAI TELEPHONES

Annexure - I

S.No	Criteria
1	The Security Solution shall be a product with various security components viz. Desktop Firewall, Antivirus, Spyware protection, Anti-spam, privacy manager, parental control etc. with functionality detailed in the following clauses.
2	It shall be possible for the user to configure the security software in either of the two modes: (a) Simple mode: This mode shall apply default settings and is recommended for those users who are less knowledgeable with computers and computer networking. By default only specific services should be enabled and user must be prompted to enable other features if available. (b) Advance Mode: This mode would be for experienced users to apply custom settings.
3	Should not effect the performance of the PC/Laptop. The maximum CPU utilization by the security solution shall not exceed 20% at any point of time .
4	Should be able to create independent log to be stored in a text file. Logs may be viewed in a configuration dialog or be stored in a syslog server.
5	In no case the attempt to uninstall shall lead to activation of any virus , trojan horse, worms, backdoors in the antivirus itself.
6	Automatic updates: Regular checks should be made available for newer versions. Whenever a new version is detected, the users shall have the option of downloading and installing it. It should also be possible to check for new versions manually.
7	Passwords: Security software must be protected with a password to prevent any changes in the security settings
8	ANTI-VIRUS
8.1	The Solution shall employ a component to be able to scan and remove viruses and worms at the desktop file/application servers for all commonly used Operating systems like Windows 2000, Windows 2003 or Windows Vista ,Linux etc. to keep viruses from residing on these general purpose servers.
8.2	The Solution shall be able to scan and remove viruses, worms and spam at desktop and mobile client workstations (Windows9.x, ME, Windows 2000, Windows XP) for complete virus protection
8.3	It shall guard against infected incoming and outgoing emails, email attachments, remote dial-up modem, incoming and outgoing web traffic, removable media such as floppy disks, USB drives, ZIP/Pen drives, CDs etc.,.
8.4	Should have automated virus cleaning and repairing facilities
8.5	Antivirus check should be possible in background for all files, memory locations and processes etc.
8.6	Should be able to scan through minimum of 20 types of compression formats. It should be possible to perform the check for atleast upto 6 layers. Security solution should be able to remove viruses from such compressed files.
8.7	Anti-Virus solution must be configurable to Automatically delete threats or quarantine suspected threats or uncleanable files. Quarantined files would remain inside a restricted access folder, unable to cause any harm.
8.8	Able to perform different scan actions based on the virus type (Trojan/ Worm, Joke, Hoax, Virus, other)
8.9	Should be able to scan only those file types which are potential virus carriers (based on true file type)
8.10	Should detect Threats in outgoing mail:- check for threats in messages sent using supported versions of Outlook Express, Microsoft Outlook, Mozilla Thunderbird, and Windows Mail .
8.11	Should detect Threats in instant messaging: watch for viruses in files sent through supported versions of popular chat programs like MSN Messenger and Windows Live Messenger, Yahoo, AOL etc
8.12	It shall have provision to scan, detect, remove boot sector, memory resident, polymorphic, macro, embedded script (hostile Java Applets, scripts, VB Scripts, Active X Controls and other embedded scripts, controls) viruses
8.13	The Anti Virus solution shall employ heuristic scanning approach (availability of program files and macro virus heuristic) and pattern matching for detecting known and new viruses.
8.14	It shall support on demand and on access scanning, scheduled scanning , real time scanning and curing of selected files. There shall be provision of repair, quarantine or delete infected files as per the policies. The solution shall support multiple quarantine areas and shall be able to release/reprocess quarantined mails.
8.15	Shall scan in-memory processes for threat. Running process shall be terminated on detection of a threat

8.16	Shall have protection features to disallow mass mailing viruses from using network nodes as robots for self-propagation.
8.17	Anti- Virus must protect against Programs installed under deceptive circumstances, Software that hides inside personal computers, Software that secretly monitors user activity, Key-logging software, Software that collects Web browsing histories, Adware (or advertising-supported software) Data Miners (which sometimes include tracking cookies)
8.18	Antivirus shall protect users against SpyWare, AdWare, dialers, joke programs and other malware, greyware that can steal confidential information or bandwidth, and hijack web browsers. It shall have provision for blocking e-mails from specified domains, from pre-specified senders. It shall have provision for blocking offensive e-mails and e-mails with pre-defined keywords.
8.19	Anti Virus must be compatible with: Compatible Web Browsers :Microsoft Internet Explorer® 6.0 with Service Pack 2, Microsoft Internet Explorer® 7.0, Mozilla® Firefox® 2.0, Email Software for Mail Scans: Microsoft Outlook® 2000, 2002, 2003 or 2007, Microsoft Outlook Express 6.0 with Service Pack 2, Mozilla® Thunderbird™ 1.5 or 2.0,Windows Mail™ (for Windows Vista® only) Web-Based Email Services:AOL® Mail,Microsoft Hotmail®,Windows Live™ Mail,Yahoo!® Mail Instant Messaging Software:AOL® Instant Messenger™ (AIM®) 5.9,ICQ® 5.1 and ICQ® Lite, MSN® Messenger 7.5,Windows Live™ Messenger 8.0 Yahoo!® Messenger 8.0
8.20	Anti Virus shall also check every program that launches for signs of spyware.
8.21	Action shall be taken by Antivirus as per configured policy to raise alert or block unusual changes as follows:
8.21.1	Launch of malicious software automatically when computer starts
8.21.2	Unusual changes to the hosts file
8.21.3	Program library injection,
8.21.4	Detection of suspicious Web browser toolbars, explorer bars, Web site search hooks, or other "helper objects"
8.21.5	Suspicious changes to home page, default Web sites, trusted Web sites, safe Web sites, proxy settings, menu extensions, or other browser settings.
8.21.6	Suspicious new Windows shell execution hooks, open commands, extensions, and folder changes
8.21.7	Suspicious changes to Users Windows operating system security policy settings, the rules and regulations that prevent just anyone from using user's computer and making changes
8.21.8	Adjustments to desktop's firewall settings can make computer vulnerable to information theft and allow malicious programs to transmit or receive information freely.
8.21.9	Suspicious changes to Windows file system
8.22	Detection and Blocking of image spam: Solution shall provide for image spam filtering which catches unwanted messages containing only advertising graphics used to bypass text-based scanning systems.
8.23	Solution shall provide support to detect phishing emails
9	Firewall/ Intrusion Detection
9.1	The product shall include a desktop firewall and desktop IDS functionality to protect against network based threats.
9.2	The security solution shall be able to control all running applications, regardless if they are communicating with the network or not. The solution shall be able to detect attempts to replace the executable file and alert the user.
9.3	The security solution shall be able to identify, block and log known intrusion types. There should be a database of known intrusions which shall be updated regularly.
9.4	The Security solution shall detect attempts to misuse applications that are running and attempt to execute malicious code.
9.5	The security solution shall be configurable to stop all traffic on the computer when undesirable or strange network activity is detected. This traffic may be restored after the security action is taken.
9.6	The Firewall shall have the capability of inspecting each packet and make decision based on the information acquired from the packet as well as the information from previous communication.

9.7	Shall provide for Automatically detecting the best available connection to identify and work with the network connection available at any point of time, like Dial-up connection using a telephone modem or mobile phone,Wired or wireless Local Area Network (LAN)
9.8	Firewall should also be able to get Gateway IP address and MAC address that together identify the computer.
9.9	Depending upon network, the firewall shall be able to Use default IPv4 address or Use default IPv6 address to retrieve the appropriate address.
9.10	Firewall shall support network protocol control for: Outgoing mass mailing (SMTP),Outgoing messages (SMTP),Incoming Messages (POP3),Web Services (HTTP), Secure Web Services (HTTPS),File Transfer Protocol (FTP),Telnet, Secure Remote Management, Domain Name Service Network News Transfer Protocol (NNTP),Outgoing Windows Domain Service Protocol, Incoming Windows Domain Service Protocol, NetBIOS IPv6 SMB LLMNR, IPv6 Outgoing Multicast Address
10	Web Security
10.1	The solution shall Use a Web Threat Protection framework to categorize and identify suspect URLs. If a URL in an email is from a known “bad” site, it prevents a user from clicking it.
10.2	Solution must protect from unauthorized Hosts file alterations
10.3	Web content filtering component of the security solution shall have the following features:
10.3.1	Block Ads (according to URI/URL), scripts and other Web items
10.3.2	Block pop-up windows.
10.3.3	Block Scripts
10.3.4	Protect user computers from undesirable cookies and stop private information being accessed through web application forms
11	Privacy manager
11.1	The solution shall have data theft protection feature to protect private information. Upon detecting any attempt to send protected information to the Internet, whether to a Web page, by email or through an instant message, the security software must be able to automatically block the transmission and alert the customer.
11.2	It should help protect user's privacy on the Internet by deleting cookies and clearing the browser history.
12	Parental Control
12.1	The security software shall provide for advanced parental control to allow users to manage children's internet activity by blocking Web sites and inappropriate content.
12.2	Control should be configurable based on time of day and day of week
12.3	Shall allow search engine keyword blocking
12.4	Shall be able to block/unblock specific websites
12.5	The web sites shall be categorized with predefined categories as follows:
12.5.1	Spyware
12.5.2	Adware / Joke Programs / Cookies
12.5.3	Adult sites
12.5.4	Alcohol/ tobacco/ illegal drugs
12.5.5	Gambling
12.5.6	Crime/ Violence/Hate/ Racism
12.5.7	Hacking / Proxy avoidance
12.5.8	Cult/ Occult
12.5.9	Weapons/ Military
12.5.10	Games
12.5.11	Blogs/ Web communications
12.5.12	Personals/ Dating
12.5.13	Chat/ instant messaging
12.5.14	Email
12.5.15	More categories can be added
13	Anti-Spyware
13.1	Shall support detection and removal of more than 1,00,000 known spyware programs
13.2	Support scheduled and automatic scanning

13.3	Shall furnish detailed information on found spyware
13.4	Regular automatic software updates
14	Pop-up Blocker
14.1	Shall eliminate intrusive and pop-ups, pop-unders, ads and animation to improve browser experience
14.2	Shall Maintain a list of sites to filter ads from a web page without attaching the page's appearance.
14.3	Should be able to block banners, pop-ups, pop-unders, floaters etc.
15	Management and Reporting
15.1	The security software shall provide for Security activity report to see at a glance how the user has been protected from various threats
15.2	Following statistics should be necessarily made available:
15.2.1	Report on attempts to access the computer
15.2.2	Report on Blocked Network Intrusions: Service blocking, suspicious activities, port scans
15.2.3	Report on Blocked Advertisements: no. of objects blocked by ad filtering rules; no. of blocked pop-up and pop-under windows.
15.2.4	Report on Blocked Scripts: number of detected scripts: Java script items; Visual basic script items; and filtered active X components
15.2.5	Report on spyware threats stopped
15.2.6	Report on parental control: Blocked websites

Annexure-II

Format for financial Proposal to be submitted by the Bidders for the EOI

S.No.	Item	Percentage of BSNL revenue share in usage of the security service	Percentage of revenue shared by franchisee
1	Revenue from Usage of the Security solution	<(40+x%)>	<(60-x%)>

The bidder shall quote x% such that BSNL's revenue share shall become 40+x%. (A negative figure shall not be quoted for X)

Name & Signature -----

In the capacity of -----

Duly authorized sign the bid for and behalf of-----

Office seal & date:

Annexure –III

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Annexure-IV

FORMAT OF THE NON-DISCLOSURE UNDERTAKING

(To be submitted duly notarized on non-judicial stamp paper of appropriate amount)

M/s _____, a company registered under the Companies Act 1956, having its registered office at _____ acting through Shri _____, the authorized signatory (which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) hereby declare and undertake that we will not divulge any part of information/content which we come across while validating the Security Services of BSNL /its business partners either through oral or written communication or through any mode to any one.

We further undertake and declare that we shall be responsible for safe custody of the Papers/documents including the Agreement(s) if any, proposed to be entered into between M/s Bharat Sanchar Nigam Limited and ourselves. We shall take all necessary steps to safeguard the privacy and confidentiality of the Information/Agreement and shall use our best endeavors to secure that no person acting on our behalf or ourselves divulge or disclosure or use any part of the information/content Agreement without the written consent of M/s Bharat Sanchar Nigam Limited.

We further declare and undertake to indemnify M/s Bharat Sanchar Nigam Limited or its business partners in respect of content delivery for any loss or damage(s) cause to it by virtue of inadvertent or willful default in compliance to the aforesaid conditions.

Signed on behalf of M/s _____ by Mr. _____ (Name and Designation) authorized signatory

ANNEXURE –V: BID SECURITY FORM

Whereas (hereinafter called “the Bidder”) has submitted its bid dated.....for the supply of vide EOI No..... dated..... KNOW ALL MEN by these presents that WE OF having our registered office at(hereinafter called “the Bank”) are bound unto DGM IT, BHARAT SANCHAR NIGAM LIMITED, CHENNAI TELEPHONES (hereinafter called “the Purchaser”) in the sum of Rs..... for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are :

- 1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
- 2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - (a) fails or refuses to sign the Contract or
 - fails or refuses to furnish the Performance Security.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in clauses 15.3 of this EOI document of the Bid Document upto and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority.

Name

Signed in Capacity of

Name & Signature of witness

Full address of Branch

Address of witness

Tel No. of Branch

Fax No. of Branch:

ANNEXURE - VI

Performa for performance Bank Guarantee

In consideration of the CMD, BSNL (hereinafter called 'BSNL') having agreed to exempt _____ (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement No. _____ dated _____ made between _____ and _____ for the provision of Security Services for BSNL data customers (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for _____ we, (name of the bank) _____ (hereinafter refer to as "the bank") at the request of _____ (contractor(s) do hereby undertake to pay to the BSNL an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered BSNL by reason by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the BSNL by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractors failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ (office/Department) BSNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us In writing on or before the expiry of **Six Years** (as specified in

P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) _____ further agree with the BSNL that 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 by the said contractor(s) 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 Contractor(s) and do forbear or 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 such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the bank or the Contractor(s).

7. We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

Dated the _____ day of _____

for _____

(Indicate the name of the bank)

Annexure VII
BID FORM

EOI No.

Date :

To

*DGM IT, 5 th Floor, KK Nagar Telephone Exchange,
99, Jawaharlal Nehru Road, Chennai 78*

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos.....the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute in conformity with the conditions of contract and specifications of this Bid.
2. We undertake, if our Bid is accepted , to commence offering the services within () months and to complete all tasks specified in the contract within () months calculated from the date of signing of agreement.
3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum of Rs. 60 Lakhs for the due performance of the contract.
4. We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. **A bidder accepting the request and granting extension will not be permitted to modify his bid.**
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of 2008

Name and Signature -----

In the capacity of -----

Duly authorised to sign the bid for and on behalf of

witness

Address

Signature

Annexure - VIII
(To be given by /OEMs)
(On the Bidder's Letter Head)

To
DGM IT, 5 th Floor, KK Nagar Telephone Exchange,
99, Jawaharlal Nehru Road, Chennai 78

Subject: EOI for Desktop Security by BSNL - Support for Implementation

We undertake to provide the following:

1. Full Professional Service Support for turnkey implementation of the project covering Design , planning, supply and installation of all the hardware and applications, customization, commissioning, integration with other components of the project, training, Operation and maintenance of network and operationalization of the services as specified in the EOI document.
2. Preparation of all the documentation pertaining to planning, design, engineering, customization, integration, installation, operations and maintenance.
3. Support for operation, maintenance and upgrades is available as per terms and conditions of Operation during the entire period of contract with BSNL as envisaged in the EOI
4. Applications shall be supported for the entire duration of the contract from the date of commissioning of the Services, and that patches, release, updates and upgrades shall be made available on this platform (including OS and quoted Database) for this period

We also certify that the agreement in the above respect has already been signed with the OEM.

Signature of Authorized signatory of Bidder

Signature of Authorized signatory of OEM/ Country Manager of OEM

Name

Designation

Annexure IX

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach *DGM IT, 5 th Floor, KK Nagar Telephone Exchange,*

99, Jawaharlal Nehru Road, Chennai 78

before date of bid opening)

To

DGM IT, 5 th Floor, KK Nagar Telephone Exchange,

99, Jawaharlal Nehru Road, Chennai 78

Subject: Authorisation for attending bid opening on
_____ (date) in the EOI of
_____.

Following persons are hereby authorised to attend the bid opening for the EOI mentioned above on behalf of _____ (Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signatures
---------------------	------	---------------------

I.

II.

Alternate Representative

Signatures of bidder

Or

Officer authorized to sign the bid Documents on behalf of the bidder.

- Note :
1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
 2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not recovered.