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भारत संचार निगम लिमिटेड
(भारत सरकार का उद्योग)

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

SOUTHERN TELECOM REGION

GM/STR-EB/Platinum11/SDWAN/EOI/2021-2022/ Dated at BG-41 26.06.2021

NOTIFICATION

Sub: Responses for the queries raised in respect of EoI No. GM/STR-EB/Platinum11/SDWAN/EOI/2021-2022/1 Dated 11.06.2021 at Bengaluru.

Undersigned is hereby directed to inform all the bidders that all the queries raised by the bidders in the cited EoI are addressed as per the attachment point to point.

Further, we trust all queries raised are addressed. However please note that last date for submission of EoI documents remains as **15:00hrs of 03.07.2021.**

26/06/21
Asst. General Manager (EBP),
O/o General Manager (STR-EB),
Sanchar Complex, STR, Bangalore.

Consolidated list of Queries received from Bidders						
Sno .	Clause No.	Page	EOI Clause/Specification	Query/Clarification	Suggested Change	BSNL Response
1	Generic Query		Would request BSNL to consider only make in India.OEMs to be empaneled directly or through the respective partners and make this clause as mandatory.			Regretted.
2	Generic Query		what are the adequate steps BSNL would deploy to counter additional commercial implications in terms of delayed sites, readiness of the customer, failed engineer visits and new site visits by the engineer and how exactly would the empaneled SI/OEM would be compensated over and above the project cost			The bidder is expected to factor these things in his price as per the industry practice.
3	Generic Query		once the project is confirmed, would BSNL agree on the payment milestones and also pay additional charges for the delayed payment for no fault from empaneled partner.			Typically, payment milestones would be agreed mutually before the award of work. As soon as BSNL receives the payment from the customer, BSNL shall endeavour to make partner's relevant milestone payments, after deducting penalties, if any.
4	Generic Query		what are the adequate steps BSNL would employ to differentiate the SLAs from link business continuity against SDWAN services.			Query is not clear.
5	Generic Query		empaneled partners will have the capabilities to give the uptime reports and the utization reports of SDWAN as the services and BSNL should make sure the empaneled partner not to be penalized for any problems arising out at customers place or the service provider not meeting up the SLAs and hence would request to not hold the empaneled partner to be responsible fpr the link deelivery.			Please refer to Clause 31 of the EoI.
6	Eligibility Conditions National and Circle level System Integrators	2		SDWAN is a relatively new field and not many projects of the same have been implemented. Due to this, many National / Circle level SI who otherwise have the requied technical and financial capability capability will be left out of bidding for this opportunity. It is requested to allow to the SI or his OEM to fulfill this criteria.	Since the SD WAN Deployment is very limited in India. It is requested to allow participation by Bidders having WAN / MPLS network implementation & maintenance experience also. Suggested qualification as provided below may please be considered. a) Bidder should have executed a MPLS network project of minimum Rs.50 Cr value or two MPLS projects of minimum Rs 30 Cr each or three MPLS Projects of minimum Rs 20 Cr value each in any telecom service provider or Government organisation in India in the last 5 years b) Bidded should have executed Managed services / O&M project related to IT/Networking/WAN/DC – 1 project of min 50Cr or 2 of min 30Cr or 3 of min 25Cr in the last 5 years.	Regretted.
7	Eligibility Conditions National and Circle level System Integrator	2	Minimum Experience of SD-WAN implementation on turnkey	BSNL has allowed SI to bid at both Circle level and National Level. If a national level SI obtains business from a pan India organization and to provide for the same, service delivery has to be done in a particular state, where there is another circle level SI appointed, then how will BSNL handle the issue of conflict of business interests between the two SI.	Since the project requires implementation of SDWAN services across India or the Cirle, it is suggested that bidders with sufficient technical manpower should be selected. Kindly consider bidders with atleast 100 Technical resources for National and 15 Technical resources for Circle on its roll. Kindly add the said clause as a prequalification criteria.	1) Each business opportunity will be circulated amongst the empanelled Circle/National SIs as per the work requirement and work will be awarded to the SI as per the conditions given in the EoI. 2) Regretted.

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8		2	basis: National level: Atleast 10 customers and 1000 CPEs; Circle level: Atleast 3 customers and 250 CPEs; The experience can be in India or abroad; In case of consortium, the experience of the consortium partners shall be counted.	It is requested to kindly clarify on the number of SI partners at both National and Circle Level that BSNL intends to Empanel. Also let us know the quantum of business that BSNL intends to target for the SDWAN segment.	The Bidders with industry certifications like ISO 9001:2015, ISO 20000 & ISO 27001 should be preferred for the prestigious SDWAN empanelment. Kindly include ISO 9001:2015, ISO 20000 & ISO 27001 certifications as the prequalification criteria.	1) This is a open, non exclusive empanelment. The quantum of business will be as per the market requirements. 2) Regretted.
9	Eligibility Conditions National and Circle level	2	c)Annual Turnover of the Company (for IT/ Networking business) for last two years to be atleast ₹ TEN(10) Crores for National and ₹ THREE(3) Crores for Circle category. In case of consortium, the relevant turnover of all the consortium partners towards IT /Networking business will be added with atleast 50% from the lead bidder.	Since large scale SDWAN deployment would require sound finances, it is requested to kindly increase the turnover criteria from the present 20Cr for National and 3 Cr for Circle to 100 Cr for National and 20 Cr for the Circle category.		Regretted.
10	3 OBJECT OF THE EOI	7	The responsibility of the said System Integrators(SI) shall be to design, supply, install, maintain and monitor the SDWAN service offering to the customers and subsequent AMC encompassing the SDWAN CPEs as well as the SDWAN Controllers and other items at the Data Center(DC) and Disaster Recovery(DR).	As per TEC GR SD-WAN architecture, uCPE is part of the architecture. To meet the guideline of this architecture would there be requirement for supply of uCPEs along with CPEs		The particular type of CPEs to be supplied shall be as per customer requirement.
11	4.3	8	The SLA's (Service Level Agreements) as well as penalty will be on back to back basis. Adequate process of customer complaint resolution by the partner will be established after mutual consultation and approval of BSNL.	For SLA calculation and penalty, any penalty imposed by customer on account of BSNL's failure would not be charged to SI. Kindly confirm		Please refer to Clause 31 of the EoI.
12	5.2	9	System Integrator shall be an IT/ Networking Sector Company. The Bidder or his consortium partners may be either OEM/ IT Services provider/ System Integrators of the national repute dealing with design, supply, install, commission the SDWAN service offering and post implementation operation, maintenance and support.	SDWAN is a relatively new field and not many projects of the same have been implemented. It is requested to allow to the SI with WAN / MPLS experience also. Suggested modification " System Integrator shall be an IT/ Networking Sector Company. The Bidder or his consortium partners may be either OEM/ IT Services provider/ System Integrators of the national repute dealing with design, supply, install, commission the SDWAN / MPLS service offering and post implementation operation, maintenance and support.		No change in clause is envisaged.
13	5.6	9	SI shall also integrate his systems with those of BSNL and of customer for easy monitoring and fault clearance	What kind and extent of integration of the fault management system has to be provided. Kindly provide details. Ideally SI should be required to provide a web base FMS and required access can be given to concerned BSNL official and customer representative		Depending on the requirement, BSNL shall provide access to the existing OSS/BSS systems of BSNL and the SI shall have to integrate their system to them.
14	5.7	9	System Integrator shall support SLA requirements of BSNL customers and ensure its compliance. In case SLA commitments are not met, System Integrator shall be responsible for payment of penalties, if any, imposed by the customer on account of failure due to hardware, software, network elements etc., supplied by system integrator.	For SLA calculation and penalty, any penalty imposed by customer on account of BSNL's failure would not be charged to SI. Kindly confirm		Please refer to Clause 31 of the EoI.
15	5.8	9	Once an SI is empanelled in National Category in any of the Circle, it can get empanelled in any other Circle with a consent letter (Annexure- VII). Consent would authorize its home Circle to revoke its BG on the advice of the additional consented Circle. Also, a Circle SI can become SI of any other Circle(s) of its choice on submitting a consent letter as above with an additional BG of Rs 1 Lakh per Circle	Kindly refer to BSNL's EOI for empanelment of National System Integrator - ref. no. - EOI No.: BSNL/NTR/EB-NCR-II/SI/13-14 Dated 12-05-2016. As per the corrigendum no. BSNL/NTR/EB-NCR-II/Circle SI/13-14 dt. 16-10-17 issued for EOI for empanelment of National System Integrator - ref. no. - EOI No.: BSNL/NTR/EB-NCR-II/SI/13-14 Dated 12-05-2016, clause no. 6.0, sub clause 6.1 "Once SI is empaneled in National Category in any of the circle, it can get empaneled in any circle with a consent letter through signatory. Consent letter would authorize its home circle to revoke its BG on the advise of additional consented circle". Basis the above, kindly clarify that a National Level SI is not required to submit additional BG of 1 lac per circle.		Yes. National level SI is not required to submit the additional BG of Rs 1 lakh per circle.

Sno .	Clause No.	Page	EOI Clause/Specification	Query/Clarification	Suggested Change	BSNL Response
16	5.9	9	SI shall also submit additional service PBG of at least 5% of the P.O. value, whenever a work is awarded to Network/ SI valid for the duration of the project. However, in tender cases SI shall submit EMD/PBG as per customer requirement on back to back basis.	As per latest GOI guidelines, PBG is restricted at 3% and Bid Security Declaration can be given in lieu of EMD. You are requested to kindly incorporate the same in this clause.		The clause stands revised as: "SI shall also submit additional service PBG of at least 3% of the P.O. value, whenever a work is awarded to Network/ SI valid for the duration of the project. However, in tender cases SI shall submit EMD/PBG as per customer requirement on back to back basis."
17	5.3	9	System Integrator shall be a direct owner of Technology OR shall have a direct teaming agreement with the Technology company (OEM) that forms the core building block for SDWAN OR a consortium that is capable of providing this service. The core building blocks may be broadly classified as including SDWAN CPEs, Controllers at DC & DR, EMS or equivalent monitoring system for monitoring the link performance etc.	Since there would be multiple SIs at circle level, is there a need for Central UNMS solution monitor, fault, performance, inventory, configuration, ticketing, SLA, provisioning of the PAN India network.		No.
18				Is there expectation on integration with existing HPE supplied MPLS monitoring solution at BSNL.		No. It is expected that the proposed solution shall provide all reports, analytics etc. on its own to the customer for all the links.
19	5.6	9	System Integrator shall monitor the circuits provided by him 24x7x365 and provide either web-based or IVR-based 24 x 7 Help Centre or any other mechanism as per the requirement of the customer. The help centre should receive all types of complaints from customers and take up with concerned authorities in BSNL for clearance faults as defined in SLA entered with customer. For Support Centres, SI needs to give undertaking as per its category that SI shall work on PAN India (National SIs) or Pan Circle basis as applicable. SI shall also integrate his systems with those of BSNL and of customer for easy monitoring and fault clearance.	Would national SI be expected to manage provisioning and assurance of the SD-WAN network across multiple circles PAN India?		Any National SI would be expected to manage provisioning and assurance of SD-WAN network based on the requirements of the customer.
20				Integration should cover fault management at PAN India level?		Depending on the requirement, BSNL shall provide access to the existing OSS/BSS systems of BSNL and the SI shall have to integrate their system to them.
21	5.7	9	In case SLA commitments are not met, System Integrator shall be responsible for payment of penalties,(System Integrator shall support SLA requirements of BSNL customers and ensure its compliance. In case SLA ommitments are not met, System Integrator shall be responsible for payment of penalties, if any, imposed by the customer on account of failure due to hardware, software, network elements etc., supplied by system integrator.)	While SI is expected to provide SLA management system with penalty reconciliation capability, and the SI supplied SLA management system should integrate with the BSNL Unified SLA Management Solution which intern will integrate with BSNL billing system. Is this understanding correct?		The SI supplied SLA management solution shall integrate with the appropriate systems of BSNL to ensure all stake holders are seeing the same data.
22	5.9	9	SI shall also submit additional service PBG of at least 5% of the P.O. value, whenever a work is awarded to Network/ SI valid for the duration of the project. However, in tender cases SI shall submit EMD/PBG as per customer requirement on back to back basis.	Request yo to make changes in PBG OF ATLEAST 1.5% TO 3% OF PO Value as per the present Government of India Notification		The clause stands revised as: "SI shall also submit additional service PBG of at least 3% of the P.O. value, whenever a work is awarded to Network/ SI valid for the duration of the project. However, in tender cases SI shall submit EMD/PBG as per customer requirement on back to back basis."
23	5.11	10	The SI Policy would be non-exclusive, walk-in & open for all eligible categories for the current EoI version which shall remain hosted on STR Circle website. However, STR BSNL would periodically review the existing EoI and may revise the same as per the requirement, latest technical developments etc. The empanelled SIs of earlier version will be allowed a migration period of SIX (6) months to meet the additional requirements of the new EoI.	SI will have to have substantial investments in providing technical setup to provide for this service. Keeping an open ended policy in terms of continous empanelment of SI and un limited technical upgradation would be detriment to the interests of the SI.		No change in Clause is envisaged.

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24	5.13	10		SI will have to do a lot of investment in terms of technical infrastructure to provide for his service. Back to back payemnt terms are not viable. BSNL should make payment to SI on scheduled milestones, which should not be dependent on BSNL's collection from its customer		Regretted.
25			Payment to System Integrator shall be on back-to-back basis, i.e. as and when customer pays BSNL, BSNL shall pay to System Integrator their share.	What kind of business proposition BSNL is looking for its customers. Will it be on CAPEX or OPEX models. Kindly clarify.		Based on customer requirement, it can be on capex or opex models.
26	5.15.8	11	SI shall provide 24X7 help center either web based or IVR based (as per details in Clause 5.6). SI shall ensure consultation, assistance and advice within four hours or as defined in SLA entered with customer. In other cases, complaint may be attended within eight hours	Kindly advise on the basis of the calculation of time period of 4 hrs and 8 hrs. Also, kindly advise how BSNL will ensure site access to cutomer premises, if required within this time frame, calculation of SLA in case customer site access is nto available, in case fault is at BSNL end		The Clause is self explanatory.
27	5.15.10	11	A Bank Guarantee (BG) valid for two and half years shall be submitted by applicants once selected for the empanelment(@ ₹ 15 Lakhs and ₹ 3 Lakhs for National and Circle level SIs respectively) for abiding by the general rules of empanelment agreement. In case of any extension of empanelment, the BG shall be suitably extended.	SI have already submitted BG to BSNL for enrollment at National Level. Asking of another BG for empanelment for this opportunity will be an unnecessary financial burden on SI. You are requested to kindly waive this clause		No change in clause is envisaged.
28	5.15.5	10	Annual Turnover of the Company (for IT/ Networking business) for last two years to be atleast ₹ 10 Crores for National and ₹ 3Crores for Circle category.”	Our Turnover for last 3 years is 9.03 Crores (2018-19) and 10.27 Crores(2019-20). We Kindly request you to relax this condition for this year for us to get National Level System Integrators		Regretted.
29	5.15.7	11	In case the SI is not the owner of the SDWAN technology, the SI should provide letters of support from OEM or the authorized channel of OEM stating that their solution will be supported on the platform proposed by SI for the duration of contract and as per customer requirement.	The OEM of national SI should meet minimum experience criteria and support provisioning & monitoring solution across multi vendor setup with multiple circles		The requirement is as per the Clause.
30	5.15.9	11	Minimum Experience of SD-WAN implementation on turnkey basis: At least 10 customers and 1000 CPEs for National and at least 3 customers and 250 CPEs for Circle level; the experience can be in India or abroad; In case of consortium, the experience of the consortium partners shall be counted.	SD-WAN is a new technology & customers have started embracing the technology predominantly in recent time resulting into very few customers having the install base. Hence, most of the System Integrator will not have these many customer reference or CPEs. Requesting to change this clause to accept SD-WAN experience of system Integrator or OEM.	SI or OEM should have minimum Experience of SD-WAN implementation on turnkey basis: At least 10 customers OR 1000 CPEs for National and at least 3 customers OR 250 CPEs for Circle level; the experience can be in India or abroad; In case of consortium, the experience of the consortium partners shall be counted.	The experience can be of the applicant bidder or his OEM. No change with reference to the consortium.
31	5.15.9	11	Details of experience to be supported by Purchase orders and satisfactory implementation certificate or similar documentary proof from the users.	Most of the customers or deals are governed under NDA/confidentiality clause wherein it would be difficult to provide purchase order or costumers certificate. Request you to allow as per the suggested change.	Details of experience to be supported by Purchase orders and satisfactory implementation certificate or similar documentary proof from the users. Or Name of customer with number of CPEs on OEM letter head. Or Satisfactory Implementation certificate from customer for: At least 10 customers OR 1000 CPEs for National and at least 3 customers OR 250 CPEs for Circle level.	The requirement is revised as: Details of experience to be supported by Purchase orders or satisfactory implementation certificate or similar documentary proof from the users.
32	6.1	11	BSNL will provide the network connectivity including last mile connectivity for each branch location(except SDWAN CPE) and these would be provided to the end customer on the mutually agreed tariff for the duration of the customer contract. Provisioning of these links on the BSNL devices will be done by BSNL. Necessary coordination is to be extended by SI for the configuration in the CE device or any other devices.	SI should have rght to refuse to provide the CPE, in case the rates agreed by BSNL with customer and not workable for SI		Regretted.

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33	6.1.2	12	In case of the alternate links from the Alternate Service Providers (ASPs), BSNL will be responsible for the procurement and contract management of the same and pursuance with the ASP for restoration of any fault/clearance of any issue. All other activities like monitoring, ticket logging etc. shall be done by the SI similar to BSNL provided links.	SI should have their own ticketing tool or can leverage existing BSNL tool?		SI shall have their own ticketing tool.
34	6.1.6	12	BSNL will also consider allowing the bidder access to its Enterprise Business Call Center (EBCC) so that any SDWAN related faults can be booked by the customer. Also, BSNL shall make all efforts to provide connectivity to the existing BSNL OSS/BSS systems so that the existing fault monitoring/restoration mechanism can be followed for these customers as well.	Can bidder leverage existing BSNL helpdesk solution?		Depending on the requirement, BSNL shall provide access to the existing OSS/BSS systems of BSNL and the SI shall have to integrate their system to them.
35	6.1.6	12	BSNL will also consider allowing the bidder access to its Enterprise Business Call Center (EBCC) so that any SDWAN related faults can be booked by the customer. Also, BSNL shall make all efforts to provide connectivity to the existing BSNL OSS/BSS systems so that the existing fault monitoring/restoration mechanism can be followed for these customers as well.	Should bidder integrate the SD-WAN solution EMS with the existing BSNL OSS solution. If yes, then would BSNL arrange for any additional capacity requirements on OSS side?		Depending on the requirement, BSNL shall provide access to the existing OSS/BSS systems of BSNL and the SI shall have to integrate their system to them.
36	6.2.3	13	Case II: Customer is agreeable to locate central equipment in BSNL premises: In this case, the necessary DC & DR are to be installed in BSNL premises and BSNL shall provide the necessary bare physical space and cool air. Necessary UPS, full requirement of hardware, software for DC & DR sites along with the required bandwidth is to be planned by the SI and quote for the same (including services) in the bid. Necessary on site maintenance support as sought in the tender shall have to be provided by the SI for the contract duration. Any additional support required by the BSNL for the realisation of this shall be extended by the SI on cost basis which is to be quoted in the bid.	As the services would be provided from BSNL's DC/DR premises. It would be further meaningful if the option to provide bandwidth can either be provided by SI or BSNL. Request you to change this clause accordingly.		The bandwidth shall be provided by BSNL in this case as well.
37	12.10	17	In case of multiple SIs representing the same SDWAN OEM, BSNL shall empanel the top two to three SIs as per the ranking and meeting other eligibility criterion.	This will lead to unnecessary competition between SI, to the advantage of the OEM. The clause may be suitably modified in accordance with best industry practices		No change in clause is envisaged.
38	15.1	19	The EoI Agreement shall remain in force initially for a period of Two (02) years on non-exclusive basis from the date of empanelment. This agreement shall be valid for its full term unless revoked as per the clauses and mechanism defined in this Agreement. BSNL reserves the right to enter into agreement with other partners also during this period.	The two years period will cover implementation period as well?		The two year period is for empanelment. Implementation and AMC shall be as per the contract signed as per customer requirement.
39	28	26	Bidder is responsible for providing training to group of officers nominated by BSNL on SDWAN while on-boarding the solutions. Typically, a two day training on the overall solution, features, configuration, trouble shooting shall be provided by the bidder to the staff of BSNL. The size of the batch will be about 10.	BSNL will provide the venue for the conduct of training. Kindly confirm		Yes.

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40	31.1	27	Any penalty levied by the customer shall be passed through to the SI in case of any issue attributable to the SI. Any delays (in supply of the CPEs, commissioning and project rollout, repair and replacement of the CPEs, etc.), improper configurations, SLA non-compliance, improper working of the system etc. shall construe a non-exhaustive indicative list of delays attributable to the SI. Any Liquidated Damages (LD) levied on BSNL for the delayed rollout of the project shall also be passed on through to the SI after removing the proportionate LD attracted due to any delays in BSNL Scope of Work.	LD charged by customer due to any delay attributable to BSNL, should be fully charged to BSNL. Kindly confirm		The Clause is self explanatory.
41	31.4	27	Any GST implications on the levy of penalties shall be borne by the SI as BSNL is only seamlessly passing through the same.	BSNL will issue LD invoices to SI to ensure proper GST credits are accounted for. Kindly confirm		Yes.
42	36.3	29	To remove any doubt, it is hereby clarified that nothing contained in above para does not include SI activities related to engaging in advertising and promotional activities relating to service deliverables under a specific contract or efforts to source a service for BSNL.	This clause is not clear. Kindly clarify		The clause may be read along with Clause 36.2
43	38.1.6	31	In case of award of work, the bidder shall install and make ready the controller and the centralized system at the designated locations (DC & DR) within the specified time from the date of award of work. The Controller shall be scalable and shall be possible to realise 2000 CPEs on day-1.	AS per our understanding SI needs to deploy the controller and the centralized system in BSNL DC/DR along with necessary Hardware and software as per case no 2 on page no. 10. Please confirm if our understanding is correct? Also as per our recommendation the controller and the centralized system at DC and DR shall support 2500 CPEs from Day-1 and it should support horizontal scaling for future requirements by increasing number of nodes/resources as and when required. Hence request you to amend this clause as suggested.	In case of award of work, the bidder shall install and make ready the controller and the centralized system at the designated locations (DC & DR) within the specified time from the date of award of work. The Controller shall be scalable to realise 2500 CPEs on day-1 and scale horizontally upto 10000 CPEs for future requirements.	The implementation of the controller and centralized DC/DR shall be as per the customer requirement. The requirement of 2000 CPEs on day-1 may be read as 2500 CPEs on day-1.
44	38.1.2	30	The SD WAN solution proposed by Bidder shall, generally, comply to the architecture specified in TEC GR No: TEC/GR/IT/SDW-001/01/MAY-19 and shall support the following features:	The TEC GR includes uCPEs as well in the architecture. The proposed solution should have capability to orchestrate across uCPEs as well. Please confirm the understanding		If the bidder is supporting uCPEs, he shall support orchestration across uCPEs as well.
45			(i) Zero touch provisioning	Please confirm if the zero touch provisioning is expected over a network across multiple circles including uCPE zero touch provisioning capabilities in the proposed solution		ZTP is required over the network. If the bidder is supporting uCPEs, then ZTP is required for them as well.
46			(iv) Centralized policy driven dashboard-based monitoring and control of the entire WAN.	Please confirm if the centralised capability is expected for PAN India network.		The requirement is as per the Clause.
47			(viii) Automated outage detection and correction.	Please confirm if the centralised automated outage detection and correction capability is expected for PAN India network.		The requirement is for the network to be supplied by the bidder.
48			(ix) Single pane of glass reporting to the customer	The single pane of glass would be for central monitoring team monitoring PAN India network or for end enterprise customer, please confirm		The requirement is as per the Clause.
49	38.1.7	31	Bidder would maintain the entire equipment inventory involved in end-to-end SDWAN solution (including the SDWAN Central Controller, SDWAN CPE device(s) & traditional router(s)).	The inventory application should cover end to end inventory of PAN India Network including SDWAN CPE, uCPE. The inventory should cover device information, status, allow/deny flags for PAN India SD-WAN network		Any feature that allows value add over the requirements of the clause is desirable.
50	38.1.11	31	The network architecture shall be flexible and allow smooth migration of services running on the legacy network on to the new one. It shall be possible to extend the architecture to Extranets, multi-clouds, IoT etc. It shall also allow for policy enforcement from end to end.	What type of services are expected to be migrated on new SD-WAN network? Should this be an automated or manual process?		The services referred to relate to the MPLS/Internet services that the customer may be having and which he may desire to move to the SD-WAN network.

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51	38.1.17	31	The proposed system shall be capable of supporting centralized authentication system to authenticate network elements of control plane, data plane and NMS management tool.	The capability is expected to cover config/access management on device to define who and how can someone access the uCPE device, installing certificates, identity management, authentication (blocklist, allow list). Please confirm if the understanding is correct.		Generally, Yes.
52	38.1.20	32	The SD-WAN management solution shall provide a single platform to monitor, troubleshoot and maintain the SD-WAN Features and other security features including Firewall, IPS/IDS, URL-filtering.	IPS/IDS is on roadmap, expected to be released in Q3 2021		Query is not clear.
53	38.1.21	32	The offered system shall support Zero Touch Provisioning (ZTP) of CPE device with predefined parameters irrespective of any location and without involvement of central team to bring up a branch site.	ZTP capability is expected for CPE and uCPE both. Please confirm the understanding.		If the bidder is supporting uCPEs, then ZTP is required for them as well.
54	38.1.24	32	The SD-WAN solution shall have capability to notify external systems of events such as faults / alarms.	All alarms should be notified of only correlated alarms?		Generally, the defined faults/alarms are to be notified.
55	38.1.30	32	The SD-WAN solution shall support L2VPN and L2VPN/VPLS, P2P, Internet and Broadband. It shall support IPv4, IPv6 and IPv4 over IPv6 tunnel.	L2VPN/VPLS is supported as underlay transport but cannot be configured as a VPN on appliance		Each bidder may provide his technical readiness for meeting the requirements of the Clause
56	38.1.31	32	The SD-WAN solution shall support IPv6 and IPv4 routing protocols like OSPF, BGP and static routing.	IPv6 static routing is supported from day one however dynamic routing is on roadmap		Query is not clear.
57	38.1.36	32	System should able to support of current network infrastructure, which operating with underlay infrastructure. Non-disruptive integration into existing networks with full interoperability with existing routing protocols.	"Non-disruptive integration into existing networks with full interoperability with existing routing protocols." Please clarify what routing protocols are in use		Typically, present networks use BGP, OSPF etc. as the routing protocols.
58	38.1.44	33	Enhanced security and policies, security policies for the devices and controllers to be configured to prevent the unwanted intrusion, if required in-depth analysis of traffic for prevention of malicious traffics and internal threats based on alerts generated.	The authentication system is expected to cover config/access management on device to define who and how can someone access the uCPE device, installing certificates, identity management, authentication (blocklist, allow list). Please confirm if the understanding is correct. IPS/IDS is on roadmap, expected to be released in Q3 2021		The requirement is as per the Clause. Noted.
59	38.1.49	33	Network would be functional at the time of connectivity failure between controller and branch device.	In order to avoid any business disruption request you to specify time(such as more than 5 days) of connectivity failure between controller and branch device.	Network would be functional at the time of connectivity failure more than 5 days between controller and branch device.	The maximum time shall be customisable between a period of 2-7 days. Any specific customer requirement may override this.
60	38.1.51	33	E-Mail/SMS and if required Ticketing system to be integrated with SDWAN.	Let us know which ticketing system you have? Does this integrations is required from Day-1 at the time of Central component deployment ?		The SI shall have its own ticketing system.
61	38.1.51	33	E-Mail/SMS and if required Ticketing system to be integrated with SDWAN.	These would be SI supplied systems or BSNL systems? If SI Supplied then would there be need for integration with BSNL systems.		The SI shall have its own ticketing system. Depending on the requirement, BSNL shall provide access to the existing OSS/BSS systems of BSNL and the SI shall have to integrate their system to them.
62	38.2.1	33	The SD-WAN controller shall be multi-tenant/enterprise supporting multiple enterprise customers.	Multi-Tenant capability is recommended to have on all SD-WAN components (Controller, Hubs, Gateway, Reporting and Management) in a MSP to better end to end segmentation. We request you to Amend this point as suggested.	The all SD-WAN components (Controller, Hubs, Gateway, Reporting and Management) shall be multi-tenant/enterprise supporting multiple enterprise customers.	The requirement is as per the Clause.
63	38.2.2	33	The controller shall be centrally located and is to be deployed at BSNL/Customer/SI premises or on Cloud as per the requirements of the customer. The DC & DR shall be in HA mode. The DR site should be preferably EoI No: STR/EB/Platinum11/SDWAN/EOI/2021-22/1 dated 11/06/2021for empanelment of SDWAN SIs Page 34 of 60 in a different seismic zone than the DC site. Both the DC & DR should be in India.	Aruba Orchestrator doesn't participate in data plane in any shape or form and data plane traffic is not affected even if Orchestrator is down for days. Customers can use VM level redundancy		Query is not clear.

Sno .	Clause No.	Page	EOI Clause/Specification	Query/Clarification	Suggested Change	BSNL Response
64	38.3.2	34	It shall support multi-tenant/enterprise supporting multiple enterprise customers as per customer requirement.	For such requirements we can go with single Hardware with multiple Cloud Port Gateway VM to support customer requirements for multi-tenant .		Multi tenant/enterprise support is desirable.
65	38.4.3	34	The solution shall support easy management of patches/ upgrades to SDWAN software centrally.	Apart from patch management should there capability to manage firmware updates together with OS over uCPEs.		If the bidder is supporting uCPEs, then this feature is desirable for them as well.
66	38.5	34	CPE	Please also include additional feature as suggested	Solution should support Multicast traffic over SD-WAN overlay fabric	Support for Multicast is desirable.
67	38.5.1	34	All types of the SDWAN CPEs as mentioned in the TEC GR on SDWAN shall generally be supported.	This would cover uCPE as well as per TEC GR. Please confirm.		Support for uCPE is desirable.
68	38.5.9	35	The CPEs shall be capable of the configurable feature of sending duplicate data over two links for guaranteed delivery of all application data.	Request to rephrase this clause as : Device should support forward error correction or packet duplication or equivalent for enhancing end user experience.		Equivalent method(s) for realising the end user experience is acceptable.
69	38.5.11	35	The SD-WAN solution shall assess the performance of the critical voice, video or data applications at any given time and take necessary action to maintain the committed SLAs.	For high quality voice, video experience MOS (mean opinion score) is used by leading OEMs along with other WAN performance perrameters such as pakcet loss, jitter and latency. Hence request you to amend this clause as suggested	The SD-WAN solution shall assess the performance of the critical voice, video or data applications at any given time and take necessary action to maintain the committed SLAs. Also Solution should support MOS score based traffic steering for better end-user experience for voice and video traffic.	The requirement is as per the Clause.
70	38.5.15	35	Solution shall support High Availability feature at the CPE.	Is it applicable for uCPE only?		Here High Availability refers to the capability of the CPE to support controller less operation in case the connection to the controller is lost.
71	38.6	35	Self Service Portal	Is BSNL Planning for a common self service portal, cutting accross all SDWAN vendors in circles/nations-wide?		As of now, no.
72	38.6.1 38.6.2	35	The self-service portal shall be capable of sending communications like Email, text etc. alerts on crossing of any of the user defined thresholds. The self-service portal shall support flexible hierarchical group management, including for group based configuration changes and software updates. Appliances may be grouped according to a hierarchical structure that affords easy management of hundreds of appliances. The customer shall be able to see for himself the various reports and the utilisation details of the links.	This looks like a Cisco proprierty service however these reports/alarms can be viewed on Orchestrator itself		The features sought can be implemented in any device by the bidder.
73	38.7	36	Application Identification and Application Aware Routing	Please also include additional feature as suggested	Solution should support custom application signatures based on L3/L4 information to have more granular control on application based polices and visibility.	Regretted.
74	38.7.3	36	The SDWAN solution shall support Network Optimization Functions like TCP Flow Optimization, Packet Duplication, Forward Error Corrections, QoS etc.	Request to rephrase this clause: FEC adds Parity bytes which adds up as an overhead on already congested links. Users hardly enable such software features in real time. Request to rephrase the Clause :- "Device should support forward error correction or packet duplication or equivalent for enhancing end user experience"		Equivalent method(s) for realising the end user experience is acceptable.
75	38.7.6	36	The solution shall provide real time behavioural analytics at each WAN hop and also provide predictive analysis to avoid future outages. The system should centrally give the following information in relation to the Application's performances: (i) Applications consuming least bandwidth, most bandwidth, Suspicious applications that are using way more bandwidth than their baseline, Tunnel Performance metrics.	Predictive Analysis for the network performance monitoring is completely seprate solution which involves technologies, such as big data, machine learning, and artificial intelligence. With the Lavelle Networks SD-WAN complete historical data is available for intigration with such predictive tools.		Predictive analysis is optional

Sno .	Clause No.	Page	EOI Clause/Specification	Query/Clarification	Suggested Change	BSNL Response
76	38.7.6	36	The solution shall provide real time behavioural analytics at each WAN hop and also provide predictive analysis to avoid future outages. The system should centrally give the following information in relation to the Application's performances: (i) Applications consuming least bandwidth, most bandwidth, Suspicious applications that are using way more bandwidth than their baseline, Tunnel Performance metrics	There is no behavioural analytics available however reports can be scheduled and Orchestrator can send the reports automatically		Query is not clear.
77	38.7.7	36	The solution shall be flexible enough to support application level policy based routing mapped with defined SLAs.	Request to rephrase this clause: Apart from the routing protocol attributes, there are several other factors that impact the path selection process. The network diameter and the heterogeneity of the network entities result in different features and capabilities and also play a significant role in the diversity and the analysis of the selection process of the routing protocol. Lavelle Networks introduces AI technology to understand the live link behaviour and based on the input maneuver the traffic. Request you to make changes in the statement as instead of defined SLA . Should guaranteed delivery of traffic/application based on QOS.		Equivalent method(s) for realising the end user experience is acceptable.
78	38.8.2	36	All the SD-WAN software/Hardware elements shall support any CA based authentication to authenticate controllers and routers.	"any CA based authentication" is ambiguous line. Please amend this clause as suggested	All the SD-WAN software/Hardware elements shall support PKI based authentication to authenticate controllers and routers.	PKI based authentication is also acceptable for empanelment. However, customer requirement shall be met as per the RFP.
79	38.8.6	36	The SDWAN solution shall support integrated Stateful Firewall with application visibility (Layer 4 - Layer 7), Zone based firewall, IDS/IPS and URL Filtering for Split tunnelled and local internet break out. Proposed hardware shall have all security features.	IPS/IDS is on roadmap, expected to be released in Q3 2021		Query is not clear.
80	38.8.6	36	The SDWAN solution shall support integrated Stateful Firewall with application visibility (Layer 4 - Layer 7), Zone based firewall, IDS/IPS and URL Filtering for Split tunnelled and local internet break out. Proposed hardware shall have all security features.	Few customers may ask for Advanced security features in order to provide better security and reduce the attack surface for inbound and outbound traffic over public internet, please also include advance UTM security features such as Antivirus, File-filtering. Hence requesting to you amend this clause as suggested	The SDWAN solution shall support integrated Stateful Firewall with application visibility (Layer 4 - Layer 7), Zone based firewall, IDS/IPS, Antivirus, File-filtering and URL Filtering for Split tunnelled and local internet break out. Proposed hardware shall have all security features.	Anti virus and File-filtering are desirable and can be provided as per customer requirements.
81	38.8.11	37	Locations deployed with Direct Internet Access should be provided complete visibility against DNS attacks and should have capability to provide recursive DNS analysis feature. This DNS level security should protect against malware irrespective of ports and protocols used by malware (bot net, exploit kits, phishing).	This service is not available on the appliance however customers can integrate with 3rd party cloud security partners like Zscaler, Prisma, Cloudguard to achieve this		It is flexible for the bidder to provide security features inhouse or have a tieup with third party for security features.
82	38.8.11	37	Locations deployed with Direct Internet Access should be provided complete visibility against DNS attacks and should have capability to provide recursive DNS analysis feature. This DNS level security should protect against malware irrespective of ports and protocols used by malware (bot net, exploit kits, phishing).	To Achieve this DNS filtering should be combined with IP Filtering, URL Filtering, AV, File Filtering and IPS. So requesting you to amend this clause as suggested	Locations deployed with Direct Internet Access should be provided complete visibility against DNS attacks and should have capability to provide recursive DNS analysis feature. The solution should support protection against threats (such as Malware, botnets, exploits, Phishing, etc.) by using NGFW/UTM features.	It is flexible for the bidder to provide security features inhouse or have a tieup with third party for security features.
83	38.8.11	37	Locations deployed with Direct Internet Access and subscribing to firewall feature should be provided complete visibility against DNS attacks and should have capability to provide recursive DNS analysis feature. This DNS level security should protect against malware irrespective of ports and protocols used by malware (bot net, exploit kits, phishing).	Can be supported via secure service chaining with Cloud Security (SASE).		Query is not clear.

Sno .	Clause No.	Page	EOI Clause/Specification	Query/Clarification	Suggested Change	BSNL Response
84	38.8.14	37	The firewall shall support Firewall for stateful blocking, IPS (minimum 12000 signatures) /IDS, Anti-malware functionality (to enable branches to break- out). IPS must support network traffic normalisation and evasion prevention techniques against stealth cyber attack methods.	All features are needed for remote proxy where actual content inspection takes place. Doing it on Edge device would impact the network performance because of extra compute. Hence we support secure service chaining for remote proxy or cloud security to provide complete security. More than this, devices are stateful firewall and with ACL policies, complete network security is provided by giving access to trusted users and applications.		Equivalent method(s) for realising the end user experience is acceptable.
85	38.8.14	37	The firewall shall support Firewall for stateful blocking, IPS (minimum 12000 signatures) /IDS, Anti-malware functionality (to enable branches to breakout). IPS must support network traffic normalisation and evasion prevention techniques against stealth cyber attack methods.	IPS/IDS is on roadmap, expected to be released in Q3 2021		Query is not clear.
86	38.8.15	37	The SD-WAN may support DDOS functionality and protect DDOS attack like UDP Flood, ping of Death. The router should support functionality to protect the route processor from unnecessary or malicious levels of traffic including DOS attacks	DOS protection is in roadmap		Query is not clear.
87	38.9.7	38	It shall have the capability to control traffic patterns and have dynamic traffic management feature to manage the SLAs.	Request you to make changes in the statement as instead of defined SLA, Should guaranteed delivery of traffic/application based on Priority.		Equivalent method(s) for realising the end user experience is acceptable.
88	38.11 38.11.1		Reliability: The solution shall support redundancy of control Plane and management plane irrespective of whether they are on cloud or prem. The SDWAN Controller shall have High Availability (HA) with geo redundancy in DC & DR.	Aruba Orchestrator doesn't participate in data plane in any shape or form and data plane traffic is not affected even if Orchestrator is down for days. Customers can use VM level redundancy		Query is not clear.
89	38.12.10		The offered solution shall have capability to have software image management service, remote upgradation service for SDWAN devices centrally across enterprise network.	Should the solution have capability to manage History of CPE & uCPE device configurations, config file storage and lifecycle/versioning management capability.		It shall be desirable to have these features over and above the one sought in the Clause.
90	38.11.2	39	In case of any data plane routers getting isolated from the control and management planes, the services shall not be degraded.	As per above serial no. 5 ("Non-disruptive integration into existing networks with full interoperability with existing routing protocols." Please clarify what routing protocols are in use)	In case of any data plane routers getting isolated from the control and management planes for more than 5 days, the services shall not be degraded.	The maximum time shall be customisable between a period of 2-7 days. Any specific customer requirement may override this.
91	TEC GR 3.7.6	28	i) The overlay services layer3 VPN/L2 VPN and Ethernet Services – P2P layer2 VPNs, P2MP layer2VPNs, MP2MP layer2VPNs. (optional to the purchaser)	Request you to amend this clause as suggested	i) The overlay services layer3 VPN/L2 VPN and Ethernet Services – P2P layer2 VPNs/P2MP layer2VPNs/MP2MP layer2VPNs/EVPN VXLAN. (optional to the purchaser)	Support for EVPN VXLAN is desirable.
92	TEC GR 3.10.14	34	ii) Jitter buffer on CPE devices shall be supported when WAN links experience jitters	A jitter buffer is a temporary storage buffer used to capture incoming data packets. It is used in packet-based networks to ensure the continuity of audio streams by smoothing out packet arrival times during periods of network congestion. We request you to use better alternative to achieve same functionality using MOS based traffic forwarding . Hence we request you to amend this clause as suggested.	CPE devices shall support MOS (Mean Opinion Score) for voice/video traffic	The requirement is as per the Clause.

O/o The General Manager (STR-EB)
Platinum-11, 3rd Floor, Sanchar Complex,
WMS Compound, 47th Cross, 9th Main, 5th
Block, Jayanagar, Bangalore-41
Off:080-26642777, Fax 26642122



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

SOUTHERN TELECOM REGION

GM/STR-EB/Platinum11/SDWAN/EOI/2021-2022/

Dated at BG-41 24.06.2021

NOTIFICATION

Sub: Extension of Last date for submission of Eoi documents

Ref: GM/STR-EB/Platinum11/SDWAN/EOI/2021-2022/1 Dated 11.06.2021 at Bengaluru

I am hereby directed to inform all the bidders that the **Last Date for Submission of Eoi documents is extended from 15:00hrs of 26.06.2021 to 15:00hrs of 03.07.2021.**

Also, in case of any queries, same may be raised on or before 15:00hrs of 25.06.2021, if not done earlier.

24/06/2021

Asst. General Manager (EBP),
O/o General Manager (STR-EB),
Sanchar Complex, STR, Bangalore.



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

ENTERPRISE BUSINESS CELL
O/o General Manager(EB & MPLS), Southern Telecom Region,
3rd Floor, Sanchar Complex, WMS Compound,
47th Cross, 9th Main, Jayanagar 5th Block,
Bengaluru 560041

No. STR-EB/Platinum11/SDWAN/EOI/2021-2022/1 dated 11/06/2021 at Bengaluru

EXPRESSION OF INTEREST

For

EMPANELMENT OF SDWAN Solution Providers
At National and Circle Level of BSNL

For

Design, Supply, Installation, Commissioning, Monitoring and Maintenance of SDWAN Services comprising of SDWAN CPEs, SDWAN Controllers at DC and DR locations & AMC thereof on turnkey basis for proposed SDWAN services offered by BSNL to its enterprise customers.

Bharat Sanchar Nigam Limited
(A Govt. of India Enterprise)
Office of the General Manager(EB & MPLS),
Southern Telecom Region,
3rd Floor, Sanchar Complex, WMS Compound,
47th Cross, 9th Main, Jayanagar 5th Block, Bengaluru 560041
No. STR/EB/Platinum11/SDWAN/EOI/2021-22/1 dated 11/06/2021

NOTICE INVITING EOI

On behalf of BSNL wax sealed EOI are invited from Indian Companies for the following:

1	Office of Issue	GM(EB & MPLS), Southern Telecom Region, 3 rd Floor, Sanchar Complex, WMS Compound, 47 th Cross, 9 th Main, Jayanagar 5 th Block, Bengaluru 560041
2	Eoi For	Empanelment of SDWAN Solution Providers for National and Circle levels.
3	Scope of Work	As per the Eoi document
4	Eligibility Conditions National and Circle level System Integrators	<p>a) Shall be a company registered in India and incorporated under the Indian Companies Act, 1956/2013</p> <p>b) Shall be an IT/ Networking Sector Company,</p> <p>c) Annual Turnover of the Company (for IT/ Networking business) for last two years to be atleast ₹ TEN(10) Crores for National and ₹ THREE(3) Crores for Circle category. In case of consortium, the relevant turnover of all the consortium partners towards IT /Networking business will be added with atleast 50% from the lead bidder.</p> <p>d) Minimum Experience of SD-WAN implementation on turnkey basis: National level: Atleast 10 customers and 1000 CPEs; Circle level: Atleast 3 customers and 250 CPEs; The experience can be in India or abroad; In case of consortium, the experience of the consortium partners shall be counted.</p> <p>e) Bidder should give an under taking that it shall work on PAN India basis for National category empanelment and PAN Circle basis for Circle empanelment, having sufficient experience to do so.</p> <p>f) In case the bidder/System Integrator is not owning the technology, the bidder/SI should provide letters of support from OEM or its authorized channels of OEM stating that their solution will be supported on the platform proposed by bidder/SI for the duration of the contract and as per customer requirement.</p> <p>g) Bidders submitting their proposal as consortium will be required to submit a legally bound consortium agreement with all consortium partner(s) as per format provided in Annexure- XI. The consortium Agreement will be signed by authorized signatories of all the Consortium partners (Bidder, OEM, etc.) duly supported by Power of</p>

		Attorney issued by respective partners in the name of these signatories.
5	EoI No & Date	STR/EB/Platinum11/SDWAN/EoI/2021-22/1 dated 11/06/2021; EoI document is available on-line at www.str.bsnl.co.in
6	EoI responses to be submitted at	AGM (EB), Southern Telecom Region, 3 rd Floor, Sanchar Complex, WMS Compound, 47 th Cross, 9 th Main, Jayanagar 5 th Block, Bengaluru 560041 Phone: 080-26644777
7	Last Date for Submission	1500 hrs, 26/06/2021
8	Others	Any bidder including all consortium partners (as defined in MoF order cited below) from a country which shares a land border with India will be eligible to bid in this EoI only if the bidder including all consortium partners are registered with the competent authority prescribed in accordance to MoF order issued vide F.No. 6/18/2019-PPD dated 23 rd July 2020 and F. No 6/18/2019-PPD dated 23.07.2020 (available on MoF's website). Registration Certificate must be submitted along with the proposal under this EoI.

BHARAT SANCHAR NIGAM LIMITED

**EOI Document
for
Empanelment of
SDWAN Service Providers
For
National and Circle level**

**Office of the General Manager(EB & MPLS),
Southern Telecom Region,
3rd Floor, Sanchar Complex, WMS Compound,
47th Cross, 9th Main, Jayanagar 5th Block, Bengaluru 560041**

TABLE OF CONTENTS

1.	BSNL PROFILE.....	7
2.	Definitions:.....	7
3.	OBJECT OF THE EOI.....	7
4.	BROAD TERMS OF EMPANELMENT	8
5.	SYSTEM INTEGRATOR STRUCTURE	9
6.	SCOPE OF WORK.....	11
7.	Clarification regarding the EoI Document.....	14
8.	Amendment to the EoI Document.....	14
9.	PRECAUTIONS BEFORE SUBMITTING THE EoI BID	14
10.	DOCUMENTS TO BE SUBMITTED.....	15
11.	SUBMISSION OF DOCUMENTS.....	16
12.	PROCEDURE FOR EVALUATION OF ELIGIBLE BIDS & RANKING/EMPANELMENT	16
13.	SIGNING OF AGREEMENT	18
14.	AWARD OF BUSINESS	18
15.	VALIDITY OF THE AGREEMENT:.....	19
16.	MODIFICATION IN THE TERMS AND CONDITIONS OF AGREEMENT:20	
17.	EXIT CLAUSE	20
18.	TRANSFER AND TERMINATION OF AGREEMENT	21
19.	TERMINATION FOR INSOLVENCY	21
21.	APPLICABLE LAW AND JURISDICTION	24
22.	SETOFF	24
23.	FORCE- MAJEURE.....	24
24.	LANGUAGE OF DOCUMENTS.....	25
25.	FINALISATION OF EMPANELMENT.....	25
26.	INSTALLATION & COMMISSIONING AND WARRANTY	25
27.	ACCEPTANCE TESTING.....	26
28.	TRAINING	26
29.	PROJECT REVIEW MEETINGS.....	26

30.	AMC	27
31.	PENALTIES.....	27
32.	MISCELLANEOUS	28
33.	RIGHT TO INSPECT	28
34.	DATA SECURITY & DATA INTEGRITY	28
35.	CONFIDENTIALITY AND NON-DISCLOSURE OF INFORMATION.....	29
36.	PROHIBITION OF CERTAIN ACTIVITIES BY THE SI.....	29
37.	LIMITATION OF LIABILITY	30
38.	SPECIAL CONDITIONS OF CONTRACT	30
	Annexure - I.....	40
	Annexure – II.....	42
	Annexure – III.....	43
	Annexure - IV	45
	Annexure - V	46
	Annexure - VI	48
	Annexure - VII	51
	Annexure – VIII	53
	Annexure – IX	54
	Annexure – X	55
	Annexure – XI	60

1. BSNL PROFILE

BSNL is the state-owned telecom operator (100% owned by Government of India) in India providing land line, mobile, broadband, FTTH, satellite and other services all over the country (except Mumbai and Delhi LSAs). It has a strong Enterprise Business portfolio with many of the leading companies as customers for its Enterprise services like MPLS VPN, P2P, Internet Leased Lines etc.

BSNL has one of the largest Optical Fiber backbone in the country and manages a state of art Optical Transport Network and MPLS network. It provides L2 and L3 VPN Services, MPLS Multicasting and Internet services to the Enterprise customers. The Pan India MPLS NOC is at Bengaluru.

2. Definitions:

- (i) "BSNL" means Southern Telecom Region (STR) Circle of BSNL or any other Circle of BSNL represented by Chief General Manager or any authorized officer(s)
- (ii) "Bidder" means the company who participates in this EoI and is also used to mean the empanelled SI who submits its response to the quotations sought for a business proposal as per the context.
- (iii) "Call for Quotations" means any call by BSNL to the empanelled SIs to quote for the SDWAN services as sought by any customer. The said call for quotations shall specify various technical, commercial and eligibility conditions and the conditions of providing the service for the duration as sought by the customer. For ease of understanding and for this specific EoI, the word "tender" may also be interchangeably used to mean this.
- (iv) "Customer" means the end customer of BSNL who has sought a service of SDWAN
- (v) "Empanelment" means the process of shortlisting SDWAN Service providers who meet the eligibility and technical requirements as sought under this EoI and who are desirous of being considered for providing and maintaining SDWAN services to any of the BSNL customers
- (vi) "EoI" means the process of seeking Expressions of Interest from various SDWAN Service Providers
- (vii) "SI" means any SDWAN Service Provider who is willing to be considered for empanelment and provide SDWAN services as per BSNL's requirement. In the present context, it can be an OEM who is providing the SDWAN services by himself OR a third party who is authorised/licensed by the OEM to do so OR a bidder forming a consortium with the SDWAN OEM/SDWAN SPs to provide the service

3. OBJECT OF THE EOI

As a part of the Enterprise Business strategy to diversify into new technology domains, BSNL STR EB Platinum Unit desires to call for Expression of Interest (EoI) to empanel System Integrators (which term also includes SDWAN Service Providers) who can provide SDWAN service to the customers of BSNL. The responsibility of the said System Integrators (SI) shall be to design, supply, install,

maintain and monitor the SDWAN service offering to the customers and subsequent AMC encompassing the SDWAN CPEs as well as the SDWAN Controllers and other items at the Data Center(DC) and Disaster Recovery(DR).

The process of empanelment of System Integrators is based on the performance related factors like track record, turnover, Points of Presence etc.

4. BROAD TERMS OF EMPANELMENT

- 4.1 The scope of empaneled partner including but not limited to end-to-end delivery and maintaining the SDWAN services to the customers of BSNL.
- 4.2 BSNL is looking for developing core capabilities through partners (hereinafter referred as System Integrator(SI)) for developing, securing and executing business using SDWAN technologies exploiting the strength of BSNL. The terms and conditions with the SI in the individual contracts will include the terms and conditions of the customer's contract terms and conditions in addition to those defined in this EOI. In case of any conflict between the customers' requirements and the provisions mentioned in this EOI then the customers' requirements shall prevail.
- 4.3 The SLA's (Service Level Agreements) as well as penalty will be on back to back basis. Adequate process of customer complaint resolution by the partner will be established after mutual consultation and approval of BSNL.
- 4.4 SI shall bear all costs/ expenses pertaining to all statutory permissions/clearance from the competent Government Agencies/ Statutory Bodies and other Local bodies for setting up/operating the proposed empaneled services.
- 4.5 It must be noted that while all the information and data regarding this service, accurate within the considerations of scoping the proposed contract, has been provided in this document to the best of the BSNL's knowledge and BSNL holds no responsibility for the accuracy of this information and it is the responsibility of the bidders to check the validity of data included in this document. Each bidder must conduct survey of the existing processes and make independent evaluation of the scope of work. No bidder can hold the Competent Authority responsible for non-understanding of the scope of work.
- 4.6 The process is fully in public domain and no separate information shall be given to any bidder by the Competent Authority on this account.
- 4.7 BSNL requires services of System Integrators, who will be responsible to design, supply, install, maintain and monitor the SDWAN service offering to the customers including AMC during the contacted period of tender or customer's contract period, whoever is later. The System Integrators shall be categorized as National / Circle System Integrators and basic structure and scope would be given in the succeeding paras.
- 4.8 The broad technical requirements of the SDWAN service required have been given in the subsequent paras to realise the general SDWAN service. However, in case any bidder to this Eoi is not meeting any of those features, then the same shall be captured in the response to the Eoi. Any minor deviations/non compliances can be waived off for the empanelment but the compliance

for any feature sought by the customer shall have to be fully met by the SI for their quote to be considered.

5. SYSTEM INTEGRATOR STRUCTURE

- 5.1 The SI shall be a company registered in India and incorporated under the Indian Companies Act, 1956/2013.
- 5.2 System Integrator shall be an IT/ Networking Sector Company. The Bidder or his consortium partners may be either OEM/ IT Services provider/ System Integrators of the national repute dealing with design, supply, install, commission the SDWAN service offering and post implementation operation, maintenance and support.
- 5.3 System Integrator shall be a direct owner of Technology OR shall have a direct teaming agreement with the Technology company (OEM) that forms the core building block for SDWAN OR a consortium that is capable of providing this service. The core building blocks may be broadly classified as including SDWAN CPEs, Controllers at DC & DR, EMS or equivalent monitoring system for monitoring the link performance etc.
- 5.4 The technical team of System Integrator will assist BSNL in coming out with a cost effective solution for the Customers and will be required to give joint presentation as part of the sales pitch with BSNL to the Customers.
- 5.5 System Integrator shall be responsible for end-end testing and customer acceptance during/after commissioning.
- 5.6 System Integrator shall monitor the circuits provided by him 24x7x365 and provide either web-based or IVR-based 24 x 7 Help Centre or any other mechanism as per the requirement of the customer. The help centre should receive all types of complaints from customers and take up with concerned authorities in BSNL for clearance faults as defined in SLA entered with customer. For Support Centers, SI needs to give undertaking as per its category that SI shall work on PAN India (National SIs) or Pan Circle basis as applicable. SI shall also integrate his systems with those of BSNL and of customer for easy monitoring and fault clearance.
- 5.7 System Integrator shall support SLA requirements of BSNL customers and ensure its compliance. In case SLA commitments are not met, System Integrator shall be responsible for payment of penalties, if any, imposed by the customer on account of failure due to hardware, software, network elements etc., supplied by system integrator.
- 5.8 Once an SI is empanelled in National Category in any of the Circle, it can get empanelled in any other Circle with a consent letter (Annexure- VII). Consent would authorize its home Circle to revoke its BG on the advice of the additional consented Circle. Also, a Circle SI can become SI of any other Circle(s) of its choice on submitting a consent letter as above with an additional BG of Rs 1 Lakh per Circle.
- 5.9 SI shall also submit additional service PBG of at least 5% of the P.O. value, whenever a work is awarded to Network/ SI valid for the duration of the project. However, in tender cases SI shall submit EMD/PBG as per customer requirement on back to back basis.

- 5.10 The validity of the empanelment agreement shall be for Two years initially and renewal for another year, based on the satisfactory performance.
- 5.11 The SI Policy would be non-exclusive, walk-in & open for all eligible categories for the current EoI version which shall remain hosted on STR Circle website. However, STR BSNL would periodically review the existing EoI and may revise the same as per the requirement, latest technical developments etc. The empanelled SIs of earlier version will be allowed a migration period of SIX (6) months to meet the additional requirements of the new EoI.
- 5.12 The policy would be operated in sync with the EoIs of Circles, having attendant conditions mentioned therein above.
- 5.13 Payment to System Integrator shall be on back-to-back basis, i.e. as and when customer pays BSNL, BSNL shall pay to System Integrator their share.
- 5.14 Region of work (subject to Clause 5.8 above)
- (i) for National level - SDWAN Business in all circles of BSNL
 - (ii) for Circle level – SDWAN Business of the circle provided, execution limited to three Circles# for the Circle level.
- Note: # In case the particular business needs the delivery in more than three Circles and the EoI floating STR Circle despite of all efforts could not empanel any National SI; the condition can be waived on satisfaction of CGM on case to case basis to cover wider area.
- 5.15 The consolidated eligibility criteria of SI are as below:

SI No	Item	Documentary Evidence to be submitted
1	Is the applicant company an ISP?(Note: ISP should not be allowed to become SI, and If any SI after registration becomes ISP then the SI agreement shall stand cancelled. Accordingly, previously empanelled SIs also to be reviewed.)	
2	Is the applicant company an IT/Networking sector company	Attested copy of the Articles of Association & Memoranda of Association of the Company
3	Is the applicant company public limited or private limited company registered in India	Attested copy of the Certificate of Incorporation issued by the RoC
4	Details of the valid PAN, TIN & GST registration certificate of the applicant company.	Attested copy of the GST registration, PAN Card and TIN details to be submitted.
5	Annual Turnover of the Company (for IT/ Networking business) for last two years to be atleast ₹ 10 Crores for National and ₹ 3 Crores for Circle category.	Attested copy of the P&L statement and annual audited report for the relevant years to be submitted. If the company has other businesses in

		addition to IT/Networking business, a certificate by a practising Chartered Accountant should certify his IT/Networking component of the business.
6	Bid Security Declaration	Bid security declaration in the given format to be submitted
7	In case the SI is not the owner of the SDWAN technology, the SI should provide letters of support from OEM or the authorized channel of OEM stating that their solution will be supported on the platform proposed by SI for the duration of contract and as per customer requirement. In case of consortium, Agreement as per Annexure-XI is also to be submitted.	Letter from OEM or the authorized channel of OEM to be submitted. In case of consortium, Agreement as per Annexure-XI is also to be submitted along with the details of the work capability amongst the consortium partners.
8	SI shall provide 24X7 help center either web based or IVR based (as per details in Clause 5.6). SI shall ensure consultation, assistance and advice within four hours or as defined in SLA entered with customer. In other cases, complaint may be attended within eight hours	Details of the existing support system available with the SI/OEM to be submitted.
9	Minimum Experience of SD-WAN implementation on turnkey basis: At least 10 customers and 1000 CPEs for National and at least 3 customers and 250 CPEs for Circle level; the experience can be in India or abroad; In case of consortium, the experience of the consortium partners shall be counted.	Details of experience to be supported by Purchase orders and satisfactory implementation certificate or similar documentary proof from the users.
10	A Bank Guarantee (BG) valid for two and half years shall be submitted by applicants once selected for the empanelment (@ ₹ 15 Lakhs and ₹ 3 Lakhs for National and Circle level SIs respectively) for abiding by the general rules of empanelment agreement. In case of any extension of empanelment, the BG shall be suitably extended.	BG to be submitted on the issue of Letter of Intent by BSNL.

6. SCOPE OF WORK

6.1 BSNL

- 6.1.1 BSNL will provide the network connectivity including last mile connectivity for each branch location(except SDWAN CPE) and these would be provided to the end customer on the mutually agreed tariff for the duration of the

customer contract. Provisioning of these links on the BSNL devices will be done by BSNL. Necessary coordination is to be extended by SI for the configuration in the CE device or any other devices.

- 6.1.2 In case of the alternate links from the Alternate Service Providers (ASPs), BSNL will be responsible for the procurement and contract management of the same and pursuance with the ASP for restoration of any fault/clearance of any issue. All other activities like monitoring, ticket logging etc. shall be done by the SI similar to BSNL provided links.
- 6.1.3 BSNL shall also configure MPLS Provider Edge (PE) router(s).
- 6.1.4 BSNL will propose new / migration to SDWAN as a solution to its existing and new customers and agree on commercial contracts with customers.
- 6.1.5 BSNL will propose SLA based SDWAN services to its existing/prospective customers.
- 6.1.6 BSNL will also consider allowing the bidder access to its Enterprise Business Call Center (EBCC) so that any SDWAN related faults can be booked by the customer. Also, BSNL shall make all efforts to provide connectivity to the existing BSNL OSS/BSS systems so that the existing fault monitoring/restoration mechanism can be followed for these customers as well.
- 6.1.7 Any other responsibility/scope of the work mutually agreed between BSNL and SI.

6.2 SYSTEM INTEGRATORS

- 6.2.1 The SI is required to submit a detailed proposal for the solution proposed by him including technology/topology selected and implementation plan with time period.
- 6.2.2 SI will responsible for Supply, Installation, configuration, monitoring and maintenance of SD-WAN end equipment(s) as required (in terms of BW, # of ports, features, firewall capacity, etc.) at specified locations, for the whole contract period (as given in the tender) or as per the defined SLA requirement. Hardware maintenance of Customer Edge devices and physical support (if required) for Customer Edge for the whole contract period shall also be done by the SI. Necessary patches/upgrades during the contract period shall be done by the SI free of cost. In case he is not able to supply the CPEs as per the timelines specified by the customer, any penalties levied by the customer shall be transparently passed on to the bidder.
- 6.2.3 SI will also have to manage the core central infrastructure of SDWAN set-up and provide the hardware and software for the required VMs (Virtual machines) at DC & DR sites. Depending on the customer requirement, the following may be the suggestive different scenarios:
 - (i) Case I: Customer wanting on-premises DC & DR: This is the case where the customer wants the DC & DR on his premises and provides necessary physical infrastructure. The SI has to plan for the full requirement of the hardware and software for the DC & DR sites along with the required bandwidth and quote for the same (including services) in the bid. Necessary on-site maintenance support as sought in the tender shall have to be provided by the SI for the contract duration.

- (ii) Case II: Customer is agreeable to locate central equipment in BSNL premises: In this case, the necessary DC & DR are to be installed in BSNL premises and BSNL shall provide the necessary bare physical space and cool air. Necessary UPS, full requirement of hardware, software for DC & DR sites along with the required bandwidth is to be planned by the SI and quote for the same (including services) in the bid. Necessary on site maintenance support as sought in the tender shall have to be provided by the SI for the contract duration. Any additional support required by the BSNL for the realisation of this shall be extended by the SI on cost basis which is to be quoted in the bid.
 - (iii) Case III: Customer is agreeable to a common DC & DR existing with the SI: In this case of the multi tenant scenario, the existing DC & DR of the SI are used. The SI has to plan for the full requirement of the hardware and software for the DC & DR sites along with the required bandwidth and quote for the same (including services) in the bid. Necessary on site maintenance support as sought in the tender shall have to be provided by the SI for the contract duration. On award of work, the necessary augmentation of capacities is to be undertaken by the SI and ensure security, partitioning of the customer data.
 - (iv) Case IV: Customer wants a stand alone DC & DR at the SI premises/Cloud: In this case, a new DC & DR of the SI/Cloud are used. The SI has to plan for the full requirement of the hardware and software for the DC & DR sites along with the required bandwidth and quote for the same (including services) in the bid. Necessary on site maintenance support as sought in the tender shall have to be provided by the SI for the contract duration. On award of work, the necessary procurement of capacities is to be undertaken by the SI and ensure security, partitioning of the customer data. In case of cloud, the choice of whether BSNL or the SI will deal with the Cloud Service Provider shall be mutually decided between the SI and BSNL.
- 6.2.4 Provisioning of the customer links shall be done by the SI in the CE device. Necessary configuration of the SLAs and the priority wise selection of the links based on the customer needs are to be done by the SI. SI will take primary responsibility for any troubleshooting on the SDWAN links.
- 6.2.5 SI shall monitor the customer SD WAN links on 24x7 basis and raise appropriate tickets with the Service providers and updated status to customer/BSNL so that the faults can be escalated and resolved. Any reconfiguration of the links during failure is to be done by the SI team so that seamless service is available and SLAs are met.
- 6.2.6 A self-service portal for logging complaints/service requests and monitoring the status and progress of already logged complaints/service requests shall also be provided by the SI. SI shall also share the escalation matrix for contract management.
- 6.2.7 SI shall provide end customer with necessary reports for Monitoring & Analytics as per agreed SLA with the end customers. If required, these reports shall be provided to BSNL who shall then forward/share them to the customer using BSNL Logo.

- 6.2.8 SI shall provide various reports with BSNL related to monitoring & analytics as per mutually agreed format/scope/time-interval between BSNL and SI.
- 6.2.9 The SI shall provide the necessary software and hardware licenses of the procured items to the end customer.
- 6.2.10 The SI shall integrate the offered solution with any/all the TACACS+/AAA/RADIUS, SIEM and ticketing systems of the customer which shall be captured in the customer requirements.
- 6.2.11 SI shall, at his own cost, deploy qualified and experienced personnel as may be required to meet the contractual obligations of the present EOI and for the service being provided to the customer.
- 6.2.12 In case SI is not owning the technology, it should have valid back to back agreement with the OEM for tech support, maintenance and patches, ensure that the OEM trained man power are deployed on site and access to OEM TAC is available for the entire duration of the contract/Customer's SLA. These relationships shall not have any liability on BSNL and BSNL shall, in no way, be a party to it and should be indemnified.
- 6.2.13 In case any activity is not explicitly defined then the same will be settled on mutual agreement basis.

7. Clarification regarding the Eol Document

- 7.1 Any clarification needed by Bidders about the Eol Document may be notified to BSNL through email at the address: sdeplatinum@gmail.com
- 7.2 BSNL will respond to any request for clarification on the Eol Document, received within 7 days of uploading the Eol document and the same shall be uploaded in the STR Circle web site. Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.
- 7.3 BSNL also reserves the right to seek any clarifications from the bidders during the evaluation and the bidders shall respond to the queries within the time frame specified.

8. Amendment to the Eol Document

- 8.1 At any time, up to the last date for receipt of Eols, BSNL may— for any reason — whether on its own initiative or in response to a clarification requested by a prospective bidder, modify the Eol Document by an amendment.
- 8.2 The amendment will be notified in writing or by e-mail or by fax to the prospective bidders who have received the Eol Documents and will be binding on them.
- 8.3 In order to allow prospective bidders reasonable time or for any other reason, in which to take the amendment into account in preparing their Eols, BSNL may, at its discretion, extend the last date for the receipt of Eols.

9. PRECAUTIONS BEFORE SUBMITTING THE Eol BID

- 9.1 Bidders are advised to study the Empanelment Eol document carefully. Submission of Expression of Interest shall be deemed to have been done after careful study and examination of the Eol Document with full understanding of its implications.

- 9.2 The individual signing the Eol or other Document should be the Authorised signatory of the company and shall submit the necessary authorization from the Board of directors of the company authorizing him to sign the Eol documents.
- 9.3 Bidders are expected to carefully examine all the instructions, forms, terms, and specifications in the Eol Document. Failure to furnish all information required in the Eol Document or submission of a Eol not substantially responsive to the Eol Document in every respect will be at the bidders' risk and may result in the rejection of the Eol.
- 9.4 Any erasing or alteration that may have been made in the Eol should be accompanied by a signature of the Bidder.
- 9.5 The bidder shall indemnify the customer and BSNL against all third-party claims of infringement of patent, trademark/ copyright or industrial design rights arising from the use of the supplied hardware/Software and related services or any part thereof.
- 9.6 This Eol document is not transferable.
- 9.7 Bidders shall bear all costs associated with the preparation and submission of the respective Eol, including cost of presentation for the purposes of clarification of the Eol.
- 9.8 BSNL will not, in any case, be responsible or liable for any costs, regardless of the conduct or outcome of the Eol process.

10. DOCUMENTS TO BE SUBMITTED

- 10.1 EOI proposal should consist of the following documents. EOI submitted without the required documents will be summarily rejected.
 - 10.1.1 EOI document signed and stamped on every page by the authorised signatory as a proof of having read and agreed to the terms and conditions thereof.
 - 10.1.2 Declaration in the Proforma given at Annexure I— duly signed by the Authorized Signatory.
 - 10.1.3 Checklist in the Proforma given at Annexure II— duly signed by the Authorized Signatory.
 - 10.1.4 Company Profile in the Proforma given at Annexure III— duly signed by the Authorized Signatory.
 - 10.1.5 Deviation Certificate in the Proforma given at Annexure IV— duly signed by the Authorized Signatory.
 - 10.1.6 Copy of the PAN, GST registration and TIN of the Company/members of the consortium.
 - 10.1.7 Certificate from Chartered Accountant or Profit & Loss Account as a Proof of Turnover along with copy of the Audited Balance Sheets & Profit and Loss Statements for last two (2) financial years.
 - 10.1.8 Document supporting direct teaming with owner of technology or with their authorized channels that form the core building block for SDWAN. In case the System Integrator is not owning the technology, the SI should provide letters of support from OEM or its authorized channels of OEM stating that their

solution will be supported on the platform proposed by SI for the duration of the contract and as per customer requirement.

- 10.1.9 The list of nation-wide presence with complete address and contact information and the list of Projects executed with complete details in last three FY as per Annexure – IX.
- 10.1.10 Undertaking as per applied category to work and provide support on PAN India (National category) or PAN Circle basis (Circle) category) as applicable.
- 10.1.11 Documentation showing for the proof of execution of work of System Integration, and/ or supply of Hardware/ Software as sought in the eligibility criteria. The bidder may understand that documentation standard is one of the important criteria for the technical evaluation and therefore the bidder shall necessarily enclose a full set of sample documentation with their EoI responses wherever applicable.
- 10.1.12 A copy of corporate brochure of the company.
- 10.1.13 Copy of the Certificate of Incorporation and Articles of Association & Memorandum of Association.
- 10.1.14 Bid Securing Declaration Letter Proforma given at Annexure VIII — duly signed by the Authorized Signatory.
- 10.1.15 Non Disclosure Agreement(NDA) as per the Annexure – X
- 10.1.16 In case of a consortium, the Consortium agreement as per Annexure – XI.
- 10.1.17 Details of the existing support system available with the SI/OEM to be submitted.
- 10.2 Wherever it is mentioned as copy, it implies that it is a self-attested copy of the said document.

11. SUBMISSION OF DOCUMENTS

Documents must be submitted in wax-sealed envelopes super-scribed 'EOI for Empanelment of System Integrators for SDWAN Services'.

Sealed EOIs should be submitted to:

**AGM (EB), Southern Telecom Region,
3rd Floor, Sanchar Complex, WMS Compound,
47th Cross, 9th Main, Jayanagar 5th Block, Bengaluru 560041**

BSNL is not responsible for loss, damage, delay caused by postal department, courier company or any other agency.

12. PROCEDURE FOR EVALUATION OF ELIGIBLE BIDS & RANKING/EMPANELMENT

- 12.1 All the documents will be scrutinized, by a Screening Committee of BSNL first, for their eligibility, based on the qualifying criteria specified in this EoI document.
- 12.2 The EoIs not meeting any of the qualifying norms will be summarily rejected.
- 12.3 All the eligible EoIs will then be evaluated based on the corporate strength, turnover, points of presence, past Experience, and a presentation to be given to the Screening Committee as per the points indicated below:

SI No	Item	Points
1	Turnover	25 points
2	Experience in SDWAN implementation	25 points
3	Pan India/Circle Presence	25 points
4	Presentation to the Screening Committee	25 points

- 12.4 The bidders shall give a presentation to the Screening Committee at the date & time to be communicated to the bidders. Each bidder shall be given 30 minutes time to present their company background, technology and a short case study presentation of successfully designed, installed and maintained customer SDWAN network during the last 6 months to one year. The presentation may be in physical/online mode as per mutual convenience/feasibility.
- 12.5 The Screening Committee will rank the bidders based on the points scored out of maximum of 100 points shown above.
- 12.6 Award of points - National level
- (i) Annual Turnover(Rs): 10 - 20 crores – 15 points, 20 - 30 crores – 20 points, >30 crores – 25 points;
 - (ii) Experience: For each SDWAN customer 3 points, maximum of 25 points;
 - (iii) Geographic spread of Customer base presence: Min. 10 CPEs in any state/UT/country – 2 points/ for every state/UT/country covered, maximum of 25 points;
- 12.7 Award of points – Circle level
- (i) Annual Turnover(Rs): 3 - 5 crores – 15 points; 5 - 8 crores – 20 points, > 8 crores – 25 points;
 - (ii) Experience: For each SDWAN customer 4 points, maximum of 25 points;
 - (iii) Geographic spread of Customer base presence: in one circle with min. 25 CPEs – 15 points, 2 circles with min. 25 CPEs each – 20 points, more than 2 circles with min. 25 CPEs each – 25 points;
- 12.8 The points awarded and the SI's ranking decided by screening committee at National/Circle level will be final and binding on all eligible bidders.
- 12.9 A decision will be taken for empanelment of top-ranking agencies depending on overall evaluation & suitability of the company and a panel of System Integrators will be selected thereon, based on final ranking and they will be issued with a letter of empanelment.
- 12.10 In case of multiple SIs representing the same SDWAN OEM, BSNL shall empanel the top two to three SIs as per the ranking and meeting other eligibility criterion.
- 12.11 Each applicant for its empanelment as SI will need to submit a declaration of Bid Security along with the bid.

13. SIGNING OF AGREEMENT

- 13.1 On being shortlisted for the empanelment, each bidder shall have to submit the necessary Bank Guarantee as required. A Bank Guarantee (BG) valid for Two and half year shall be submitted by applicants once selected for the empanelment. The BG shall be for Rs 15 Lakhs and Rs 3 Lakhs for National and Circle level empanelments respectively for abiding the general rules of empanelment agreement.
- 13.2 After submission of the above PBG, the bidder shall have to enter into the Agreement with BSNL(draft copy of the agreement is given in Annexure – VI. The agreement shall be valid for the specified period of time.
- 13.3 Once the agreement is signed, the BSNL will start considering the Bidder for any business opportunities that may arise from time to time.
- 13.4 Empaneled SI shall share contact details of 03 (three) representatives of the organization. Request for quotation will be sent through e-mail only to the representatives of the empaneled SI. It will be the responsibility of SI to intimate and confirm with BSNL, in case there is change in contact details in their organization.

14. AWARD OF BUSINESS

- 14.1 Whenever any business opportunity is received by BSNL, sealed quotations shall be sought from all the empanelled service providers for the scope of work as required for the said business opportunity. The quotation shall specify validity of the prices, delivery period, penalty, AMC etc. Keeping in view the limited and different timelines by the customers, the time for asking the quote from SIs may vary on case to case basis but equal opportunity will be given by BSNL to all empanelled SIs.
- 14.2 Strict confidentiality shall be maintained during this period by the SI and the details of the business opportunity shall not be revealed to any other party by the SI and neither shall he misuse/abuse the information shared to him by BSNL in strict confidence. Any act of breach of confidentiality shall invite disqualification from the empanelment and forfeiture of the bank guarantee.
- 14.3 At the time of inviting quotation, wherever the indirect taxes are not specifically indicated, the prices quoted will be presumed as Inclusive of all taxes and no statutory variation will be payable by BSNL. The rates of taxes should be clearly mentioned. HSN/SAC no. should be indicated in the offer.
- 14.4 Bidders are requested to quote their best prices considering the fact that price negotiation to offer the competitive offer to the customer, if required, may be held with the lowest bidder only.
- 14.5 Unless otherwise specified, all prices quotes must remain firm except for statutory variation in taxes during the contractual delivery period. Any increase in taxes after expiry of the delivery period will be to supplier's account.
- 14.6 Quotation should preferably be typewritten and any correction or over-writing should be initialled. Rates to be indicated both in words and figures. In case of any discrepancy, the rates indicated by the words shall be taken as final.

- 14.7 A standing committee of BSNL shall evaluate the quotations and the rates for such equipment shall be finalized after observing all the formalities.
- 14.8 The work shall be awarded to the L1 bidder who quotes the lowest rate and is meeting the techno-commercial requirements of the customer. Work shall be awarded to the L1 bidder at the finalized rates.
- 14.9 In the case of the business opportunity brought by a SI to BSNL, the above process of price discovery amongst the empanelled SIs shall happen to discover the L1 rate. In case the SI who has brought the business opportunity is the L1, he shall be awarded the work. In case he is not the L1, he will be given the first right of refusal to take work at the L1 rate. In case he accepts, he will be awarded the work at L1 rate and in case he refuses, the work will be awarded to the L1 bidder at L1 rate.
- 14.10 Whenever any work is awarded to the L1 bidder, if he refuses to take the work, he will be disqualified for a period of one year or till the validity of the empanelment contract including extension(s), whichever is more and his bank guarantee shall stand forfeited. In such a situation, BSNL shall be at liberty to award the work to the L2, L3 etc. at the L1 rates. At the time of inviting quotation, if the empaneled SI is unable to quote against the inquiry within the notice period (as intimated in the said communication), a 'Regret Letter' must be sent within the given notice period. Failure to do so repeatedly may result in deletion of bidder's name from the empaneled list and forfeiture of security deposit.
- 14.11 In case of any negotiation by the customer on the rates quoted, the L1 SI and BSNL shall mutually discuss and decide on the finalised prices that will be applicable. In case of L1 SI having any issue in the final rate offered by BSNL to the L1 SI due to negotiations with the customer and not accepting the same, BSNL can go to L2, L3 etc. in that order with that finalised rate.
- 14.12 On award of work, the SI shall have to submit an additional service performance bank guarantee of at least 5% of the PO value, valid for the duration of the project. However, in tender cases SI shall submit EMD/PBG as per customer requirement on back to back basis.
- 14.13 No part of the contract nor any share or interest therein shall, in any manner or degree, be transferred, assigned or sub-let by the seller directly or indirectly to any person, firm or corporation whatsoever without the consent of BSNL in writing.
- 14.14 No payment will be released without having a valid BG and SBG in hand as required.
- 15. VALIDITY OF THE AGREEMENT:**
- 15.1 The EoI Agreement shall remain in force initially for a period of Two (02) years on non-exclusive basis from the date of empanelment. This agreement shall be valid for its full term unless revoked as per the clauses and mechanism defined in this Agreement. BSNL reserves the right to enter into agreement with other partners also during this period.
- 15.2 BSNL reserves the right to extend this empanelment agreement by a period of one year on the basis of mutual agreement. However, such SIs have to abide by any changes in the commercial/technical conditions prevalent at that time and the same will also be incorporated in the revised empanelment

agreement at the time of extension. On extension, the PBG validity shall be suitably extended.

- 15.3 However, the individual agreements for any customer in vogue at the end of master agreement will continue to be in operations till their expiry, even if the main SI empanelment agreement has not been extended due to any reasons.

16. MODIFICATION IN THE TERMS AND CONDITIONS OF AGREEMENT:

- 16.1.1 The terms and conditions of the agreement are subject to modification by mutual agreement based upon the request of either party.

17. EXIT CLAUSE

- 17.1.1 The overarching concern of both the parties shall be to ensure smooth service for the customers for the duration of the existing contract and any dislocation of service shall be avoided consciously by both the parties.

- 17.1.2 However, in extreme cases, the SI may exit from this business or prematurely revoke this agreement by giving Six (06) months written notice to BSNL after one-year lock in period. Similarly, BSNL can also exit prematurely from this agreement after giving Six (06) months written notice to Partner after one-year lock in period. This shall be done without any claim of liability on each other.

- 17.1.3 Exit Option Exercised by SI:

- (i) In case any service is already operational and BSNL wants to acquire the assets and want to continue with the service then in such case BSNL may acquire the asset created by the SI for delivery of service, on mutually agreed market value or depreciated value whichever is lower, and BSNL will have the first right of acceptance/refusal.
- (ii) The depreciated value of equipment – the net value of the equipment as determined by charging depreciation at rates specified in Companies Act of India, 2013 as amended from time to time under the Written Down Value method.
- (iii) Necessary training for the BSNL staff for running the day to day operations and trouble shooting shall be provided by the SI at his cost.
- (iv) In case any other SI is ready to take over the same, it shall be handed over to that SI on the approval of BSNL.

- 17.1.4 Exit Option Exercised By BSNL:

- (i) In cases where BSNL has exercised the exit option, the assets created by the SI will be of the SI and they will be free to use it any fashion as deemed fit. However, the services of existing customers will be decided based on agreement terms and conditions.

- 17.1.5 After exit from the agreement as a result of being empanelled under this EOI:

- (i) Neither party shall represent the other party in any of its dealings.
- (ii) Neither party shall intentionally or otherwise commit any act (s) as would make a third party to believe that the other party is still the former Party's service provider; as the case may be.

17.1.6 The expiration or termination of the agreement for any reason whatsoever shall not affect any obligation of either party having accrued under this agreement prior to the expiration or termination and shall be without prejudice to any liabilities of either party to the other party existing at the date of expiration or termination of the agreement in relation to services which are already operational.

18. TRANSFER AND TERMINATION OF AGREEMENT

18.1.1 SI shall not transfer its rights and obligations under this agreement to any other party. In case of a merger or amalgamation of SI or BSNL with any other entity, the rights and obligations under this agreement will stand transferred to the merged entity.

18.1.2 If there is a change in the constitution of the SI or BSNL, its successor body shall be bound by the agreement and service related commitments during its validity period.

18.1.3 BSNL reserves the right to terminate the agreement for:

- (i) Any breach or non-observance or non-fulfilment of agreement conditions related to service deliverables.
- (ii) Any breach of confidentiality as per Clause 14 above.
- (iii) Any other violation of clauses of this EOI / agreement.

18.1.4 BSNL may suspend / terminate the agreement with sixty days' notice. In case of termination then further action will be taken as per exit clause of this EOI document.

18.1.5 Post suspension/termination/expiration, neither party shall intentionally or otherwise commit any act (s) as would make a third party to believe that the other party is still the former Party's service provider

18.1.6 The expiration or termination of the agreement for any reason whatsoever shall not affect any obligation of either party having accrued under this agreement prior to the expiration or termination and shall be without prejudice to any liabilities of either party to the other party existing at the date of expiration or termination of the agreement in relation to services which are already operational.

19. TERMINATION FOR INSOLVENCY

19.1 BSNL may at any time terminate the Contract by giving written notice to the shortlisted bidder, without compensation to the bidder, if the bidder 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.

20. ARBITRATION

20.1 Applicable to Central Govt PSEs & Govt Depts / Organizations

20.1.1 In the event of any dispute or differences relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through

AMRCD as mentioned in DPE OM No. 4 (1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018.

20.2 Applicable to Enterprises other than Central Govt PSEs & Govt Depts / Organizations

20.2.1 All disputes and differences of any kind whatsoever arising out of or in relation to the construction, meaning and operation or effect of these Documents or breach thereof shall be settled amicably. If, however, the parties are not able to resolve them amicably, the same shall be settled by arbitration. The dispute(s) will be referred to a sole arbitrator to be jointly decided by the parties and in case of disagreement as to the selection of the sole arbitrator, each party may appoint one arbitrator each and the two arbitrators jointly shall decide on the selection of the third arbitrator. The decision of the arbitrator(s) shall be final.

20.2.2 Such arbitration will be governed by the provisions of the Arbitration and Conciliation (Amendment) Act, 2015. Any appeal against the decision of the arbitrator will be subject to the exclusive jurisdiction of courts at Bangalore.

20.2.3 Arbitration Clause: -

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

(ii) The number of the arbitrators and the appointing authority will be as under:

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

(iii) Neither party shall appoint its serving employee as arbitrator.

- (iv) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise, he shall precede de novo.
- (v) Parties agree that neither party shall be entitled for any pre-reference or pendent elite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- (vi) Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act (extract given below), for resolution of all disputes shall be followed, where the claim amount is up to Rs. 5 cores.

20.3 29B. Fast track procedure

- 20.3.1 Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section (3).
- 20.3.2 The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.
- 20.3.3 The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-
 - (i) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
 - (ii) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
 - (iii) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues:
 - (iv) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.
- 20.3.4 The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.
- 20.3.5 If the award is not made within the period specified in sub-section (4), the provisions of sub- sections (3) to (9) of Section 29 A shall apply to the proceedings.
- 20.3.6 The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.
- 20.3.7 The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

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

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

20.3.9 The venue of the arbitration proceeding shall be the office of the O/o GM(EB & MPLS), STR, WMS COMPOUND, Jayanagar, Bengaluru or such other places as the arbitrator may decide.

20.3.10 Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

21. APPLICABLE LAW AND JURISDICTION

21.1 The supply order for Goods 'or' Services, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed.

22. SETOFF

22.1 Any sum of money due and payable to the bidder (including BG 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 bidder with BSNL or such other person(s) contracting through BSNL.

23. FORCE- MAJEURE

23.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries

under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

24. LANGUAGE OF DOCUMENTS

24.1 The Documents prepared by the Bidder and all correspondence relating to the EoI, exchanged by the Bidder and BSNL, shall be written in English Language.

24.2 Any printed literature furnished by the Bidder may be written in another language so long as it is accompanied by an English translation; in which case, for the purpose of interpretation of the EoI, the English translation shall govern.

25. FINALISATION OF EMPANELMENT

25.1 Decision taken by CGM STR, for empanelment of system integrators is final.

26. INSTALLATION & COMMISSIONING AND WARRANTY

26.1 Bidder will deploy the solution as per agreed design.

26.2 The scope of installation, commissioning and system integration shall mean to install, configure and integrate the following (but not limited to), adhering to essential security measures.

26.3 Bidder shall carry out installation of Controllers and others as per the approved High-Level Architecture & set-up of SDWAN.

26.4 Carrying out all general tests such as physical test on delivery, pre-installation checks to ensure correct implementation and connections, completeness of system documentation etc.

26.5 Configuring and fine-tuning of subsystems to achieve overall optimal network performance and highest security.

26.6 All patches and updates shall be provided by the SI free of cost during the tenure of the contract.

26.7 The bidder shall provide on-site warranty for all the components including hardware, software, etc. as per RFP. In case no warranty is explicitly specified, the same shall be for a period of one year from the date of commissioning as defined by the customer. In case of any issue in the date of commissioning, the decision of BSNL shall be final and binding.

26.8 The bidder shall also provide post warranty maintenance and spare parts support of all hardware, software, equipment, accessories, electrical wiring during the AMC period.

26.9 If the SI fails to meet the deadlines of the said service or is not able to implement the service in stipulated time then BSNL, in addition to invoking of the EBG and Service PBG, may get the contract implemented, upon such terms and in such manner as it deems appropriate from any other party. Any

excess amount, which it may incur in doing so, will be paid by the SI limited to 100% of contract value of the work awarded.

27. ACCEPTANCE TESTING

- 27.1 The bidder shall spell out various tests that are being proposed to be carried out for demonstrating the functionality of the solution in line with, but not limited to, design principles mentioned in the tender document.
- 27.2 BSNL team will prepare detailed Acceptance Testing Plan (ATP) including test parameters, SDWAN features and SLA parameters etc. which shall be acceptable to the SI for each of the site and central components. The same shall be got approved by the customer as well. The test parameters, commitments etc. as decided and approved by the BSNL shall be final and binding on the SI.
- 27.3 The Acceptance Test shall be conducted for each location by a team comprising of officers from BSNL and of the customer. In case the customer wants a third party testing, the same shall be acceptable to the bidder.
- 27.4 All the functionalities, features and configuration relevant to the particular project shall be documented and demonstrated by the SI to BSNL/customer.

28. TRAINING

- 28.1 Bidder is responsible for providing training to group of officers nominated by BSNL on SDWAN while on-boarding the solutions. Typically, a two day training on the overall solution, features, configuration, trouble shooting shall be provided by the bidder to the staff of BSNL. The size of the batch will be about 10.
- 28.2 Bidder needs to prepare troubleshooting manuals leading to Root Cause Analysis with remedies.
- 28.3 Any training to the customer team shall be as per the tender requirements and shall be provided by the SI as per the requirements within the quoted price.

29. PROJECT REVIEW MEETINGS

- 29.1 The bidder's project team shall share daily project progress report to all stake holders through email. A Single Point of Contact (SPOC) shall be nominated by the SI for the duration of the project phase and then again for the maintenance phase.
- 29.2 BSNL team shall hold periodic project review meetings and also keep track of the project rollout through multiple channels like email, WhatsApp, audio/video conference calls, physical meetings etc. The SI shall share the progress report and flag the issues that require attention of BSNL/customer prior to these meetings so that the issues are in full knowledge of all parties beforehand and the possible options can be discussed.
- 29.3 In addition to the above, one coordination committee meeting shall be held in the first week of every month which shall be the platform to resolve any issues related to service implementation through mutual discussions and in good faith. The duration may be adjusted as per service requirements.

30. AMC

- 30.1 The SI shall ensure that the full and comprehensive AMC support shall be provided to the end customer through BSNL for the duration sought under the contract.
- 30.2 During the period of AMC, in case of any fault in any equipment, the same shall be attended to immediately with minimum down time. The SI shall ensure that adequate number of spares are kept in maintenance store all over the country, as per the requirement of the customer. On intimation of any fault, the faulty equipment is to be replaced with the good one and the faulty one sent for repair. The turnaround time of the faulty equipment requirement of the customer shall be met and in case of any delay, the penalty levied shall be transparently passed through to the SI.
- 30.3 The conditions of the AMC may vary from customer to customer and may affect the quote. Accordingly, the SI is requested to kindly look into the full details and provide the correct quote reflecting the requirements of the particular RFP.
- 30.4 SI shall also participate in the periodic AMC review meetings along with BSNL. Necessary periodic reports as sought in the RFP shall be generated by the SI.
- 30.5 In case AMC requires stationing of qualified man power at the customer premises, the same shall be ensured by the SI.
- 30.6 BSNL should ensure the Return Material Authorization (RMA) support in case of supplied equipment fails. The replacement of faulty equipment should match the performance requirements of existing equipment or better. All the terms and conditions which are applicable to faulty equipment will also be applicable to the replacement equipment.

The SI shall ensure that necessary patches, software updates, bug fixes etc. are provided during the life time of AMC free of cost.

31. PENALTIES

- 31.1 Any penalty levied by the customer shall be passed through to the SI in case of any issue attributable to the SI. Any delays (in supply of the CPEs, commissioning and project rollout, repair and replacement of the CPEs, etc.), improper configurations, SLA non-compliance, improper working of the system etc. shall constitute a non-exhaustive indicative list of delays attributable to the SI. Any Liquidated Damages (LD) levied on BSNL for the delayed rollout of the project shall also be passed on through to the SI after removing the proportionate LD attracted due to any delays in BSNL Scope of Work.
- 31.2 Any penalty/LD levied by the customer due to any feature sought in the RFP but could not be provided for in full/partial shall be passed on to the SI by BSNL.
- 31.3 In case the SI feels that any penalty has been wrongly passed through to it by BSNL, it can represent to the BSNL for review of the same and the same shall be considered by the Competent Authority in BSNL and the decision of the Competent Authority shall be final and binding.
- 31.4 Any GST implications on the levy of penalties shall be borne by the SI as BSNL is only seamlessly passing through the same.

32. MISCELLANEOUS

- 32.1 Bidder should ensure smooth transitioning to planned SDWAN setup.
- 32.2 Bidder should ensure Interoperability with the existing devices. It must be achieved with new SDWAN devices.
- 32.3 All taxation and other governmental statutory tax compliances in its domain shall be the liability of the bidder. Since this is an arrangement on revenue share basis, the ownership of equipment / stores supplied by the partner for partner's share of work will be with partner. Their proper up keep and maintenance along with replacements if any, as and when needed, will be the partner's responsibility.
- 32.4 The SI is responsible for violation of any law or direction of statutory authority or found to be in contravention of intellectual property rights (IPR) etc. during service execution phase if that responsibility was within the domain of SI. BSNL will be indemnified by the SI for the same.
- 32.5 The SI shall be responsible for obtaining the necessary permission for copyrights/IPRs/trademark at its own cost, for the entire content of various types provided.
- 32.6 In case customer is open to hosting the data at BSNL Data Centre, BSNL shall arrange for hosting Data Centre Managed Services at discounted rates of such facility. Empaneled SI shall comply with the terms and conditions of the Data Centre Policy of BSNL.

33. RIGHT TO INSPECT

- 33.1 Both parties will provide the necessary facilities for continuous monitoring of the services under implementation, at its own cost, when required by BSNL or any Statutory Authority empowered to do so. The inspection will ordinarily be carried out after giving reasonable notice except in circumstances where giving such a notice before may defeat the very purpose of the inspection. In such, a notice after such inspection shall be provided, also assigning reason(s) for such exceptional circumstances.

34. DATA SECURITY & DATA INTEGRITY

- 34.1 The SI shall ensure that any and all the data that traverses its servers/network elements are treated with utmost confidentiality and security. It shall put in place the stringent measures to ensure that the data integrity and security are not compromised. Periodic security audits shall be undertaken by the SI to ensure the same. The security posture of the network shall also be validated periodically. Any advisories from government agencies (Cert-IN, DoT, NCSC etc.) shall have to be followed with due alacrity and promptly.
- 34.2 In case of any security incident, the SI shall immediately intimate the BSNL and the customer(s) affected by the incident and take all measures to immediately remedy the situation. It shall not delete any logs/command history and also preserve the logs/audit trails etc. for any forensic audit by any agency. In case of any loss/leak/compromise of any data directly attributable to the SI, the SI shall be liable to any penalty that may be levied by the government agencies and shall indemnify BSNL of the same. It shall also take any corrective action specified forthwith in consultation with BSNL.

34.3 The SI shall ensure that no employee working on the project shall be knowing any secret keys used in the encryption and be in a position to decrypt the communication channel. Also, no copy/storage of the data traffic shall be allowed.

35. CONFIDENTIALITY AND NON-DISCLOSURE OF INFORMATION

35.1 Information relating to the examination, clarification, evaluation and recommendation for the short-listed bidders shall not be disclosed to any person not officially concerned with the process. BSNL will treat all information submitted as part of Proposal in confidence and will ensure that all who have access to such material treat it in confidence. BSNL will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure.

35.2 Further, the SI shall ensure that all customer data that is handled by them/available to them during the course of service for the duration of the contract shall be treated with utmost confidentiality and shall not be used for any other purpose. On expiry of contract, any data residing with the SI shall be destroyed after a withholding period of six months and after taking confirmation from BSNL.

35.3 Nothing above precludes provision of any data sought by any court of law or any agency of the government as empowered by law during the course of discharge of its duties and the same shall be provided promptly with an intimation to BSNL.

35.4 The Parties acknowledge that confidential information is unique and valuable, and that disclosure in breach of this agreement will result in irreparable injury to owner for which monetary damages alone would not be an adequate remedy. Therefore, the Parties agree that in the event of any breach or threatened breach of confidentiality, the owner shall be entitled to specific performance and injunctive or any other equitable relief as a remedy for any such breach or anticipated breach. Any such relief shall be in addition to and not in lieu of any appropriate relief or claim for monetary compensation or damages.

All bidders shall submit the signed Non-Disclosure Agreement (NDA) as per Annexure – X.

36. PROHIBITION OF CERTAIN ACTIVITIES BY THE SI

36.1 SI shall not indulge in any activity that violates Indian Laws.

36.2 SI shall not engage, on the strength of this agreement, in the provision of any service other than the services agreed upon in this Agreement, without prior agreement in addendum to this Agreement regarding such service with BSNL.

36.3 To remove any doubt, it is hereby clarified that nothing contained in above para does not include SI activities related to engaging in advertising and promotional activities relating to service deliverables under a specific contract or efforts to source a service for BSNL.

36.4 Neither party shall be entitled to use the names, trademarks, service marks or logos of the other without the other's prior written approval.

37. LIMITATION OF LIABILITY

- 37.1 The aggregate liability of the bidder under this EoI shall be limited to 100% (one hundred percent) of respective contract price. Such limitation, however, shall not apply to liability arising out of
- (i) breach of Confidentiality or Intellectual Property related obligations under this Contract
 - (ii) fraudulent or criminal acts or omissions or wilful default.
- 37.2 Except as provided in this agreement, herein above, neither party shall be liable to other party or any other party by virtue of termination of this agreement for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leased, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of this agreement.

38. SPECIAL CONDITIONS OF CONTRACT

38.1 Technical

- 38.1.1 The offered SD-WAN solution shall be based on SDN principle and there should be clear separation of the control, management and the data-planes. Each component should be independently scalable and manageable. System should be able to support separating the control plane from the data plane and integrating the WAN and branch networks into a single end-to-end framework that uses policies to manage traffic.
- 38.1.2 The SD WAN solution proposed by Bidder shall, generally, comply to the architecture specified in TEC GR No: TEC/GR/IT/SDW-001/01/MAY-19 and shall support the following features:
- (i) Zero touch provisioning
 - (ii) Application Aware Routing
 - (iii) Bandwidth aggregation
 - (iv) Centralized policy driven dashboard-based monitoring and control of the entire WAN.
 - (v) Application-wise QoS
 - (vi) Dynamic WAN traffic load balancing (App-based)
 - (vii) Application-wise bandwidth utilization & Analytics
 - (viii) Automated outage detection and correction.
 - (ix) Single pane of glass reporting to the customer
- 38.1.3 In case of any significant deviation from the said TEC GR, the bidder shall indicate the same and provide detailed technical literature so that the same can be evaluated. If required, BSNL may do a Proof of Concept (PoC) for testing of the same before empanelment. The PoC shall be done at the cost of the bidder.
- 38.1.4 If the bidder is not meeting any of the specifications/features given herein, he can indicate the same along with the tentative roadmap for the realisation of the same, if any. This will help BSNL in shortlisting the bidders as per the technical requirements of the customers.
- 38.1.5 Bidder would be responsible for the hardware maintenance and upgrade whenever required. e.g. software bug fix, upgrade or replacement.

- 38.1.6 In case of award of work, the bidder shall install and make ready the controller and the centralized system at the designated locations (DC & DR) within the specified time from the date of award of work. The Controller shall be scalable and shall be possible to realise 2000 CPEs on day-1.
- 38.1.7 Bidder would maintain the entire equipment inventory involved in end-to-end SDWAN solution (including the SDWAN Central Controller, SDWAN CPE device(s) & traditional router(s)).
- 38.1.8 BSNL reserves the right to get the customer site equipment verified by any agency before dispatching to site or get it tested on-site by any agency. The SI shall follow all relevant safety regulations and practices.
- 38.1.9 Bidder is responsible to deliver the agreed SLA's to end customers of BSNL during the contract period and in case anytime the bidder comes across any unforeseen challenges or issues (like service degradation, technology obsolescence, compatibility with latest up-gradations etc) in delivering the agreed services /support due to associated OEM's technology / Services/Support then the bidder can change the OEM as per mutual negotiation /agreement / understanding between BSNL and bidder.
- 38.1.10 The solution shall provide 99.999% uptime and reliability. It shall be resilient and ensure that there is no single point of failure either at the DC level, Control plane. The SLA parameters sought by the customer shall be met by the SI at the device level and branch level.
- 38.1.11 The network architecture shall be flexible and allow smooth migration of services running on the legacy network on to the new one. It shall be possible to extend the architecture to Extranets, multi-clouds, IoT etc. It shall also allow for policy enforcement from end to end.
- 38.1.12 The offered solution shall support enterprise class Routing, Cloud and Apps in a single box to enable seamless operations with diverse platforms.
- 38.1.13 To enable meeting the contracted application SLAs, the offered solution shall ensure that the traffic shall be dynamically rerouted to the best path.
- 38.1.14 It shall be possible for on-demand segmentation (Guest, IoT, Payment Card Industry etc.) in the offered solution.
- 38.1.15 Full Cloud-service integration for multi-cloud: In future, multi cloud integration should be supported in the offered solution using APIs.
- 38.1.16 The SD-WAN solution shall allow pushing of required policies to Control and Data plane from the management plane.
- 38.1.17 The proposed system shall be capable of supporting centralized authentication system to authenticate network elements of control plane, data plane and NMS management tool.
- 38.1.18 The SD-WAN solution shall support any kind of transport such Ethernet, MPLS, P2P, Broadband (PPPoE), Wireless WAN (4G / LTE) etc. SD-WAN CPEs shall support all the interfaces as per the abovementioned TEC GR.
- 38.1.19 It shall be possible to deploy any kind of data plane topologies such as full mesh, partial mesh, Hub-spoke etc per VPN segment. It shall also be possible to use any other arbitrary topologies as per business need and change the topology on the fly.

- 38.1.20 The SD-WAN management solution shall provide a single platform to monitor, troubleshoot and maintain the SD-WAN Features and other security features including Firewall, IPS/IDS, URL-filtering.
- 38.1.21 The offered system shall support Zero Touch Provisioning (ZTP) of CPE device with predefined parameters irrespective of any location and without involvement of central team to bring up a branch site.
- 38.1.22 The SDWAN solution shall support mechanism to identify network applications and show the link utilization at branch or network level.
- 38.1.23 The solution shall have support for application-level monitoring, and traffic control to improve business-critical application performance, facilitate capacity management and planning, and reduce network operating costs.
- 38.1.24 The SD-WAN solution shall have capability to notify external systems of events such as faults / alarms.
- 38.1.25 The SD-WAN CPEs shall support out of band management.
- 38.1.26 The offered system shall be able to provide real time behavioural analytics.
- 38.1.27 The offered system shall have Zero Trust mechanism where devices should not actively participate in network without authentication and validation by the centralized controller.
- 38.1.28 SDWAN controllers should be scalable horizontally to scale large networks by addition of another instances in cluster.
- 38.1.29 The SD-WAN solution shall support open APIs to integrate to 3rd party solutions. It shall be possible to design custom applications as per the business needs and integrate them with the management plane.
- 38.1.30 The SD-WAN solution shall support L3VPN and L2VPN/VPLS, P2P, Internet and Broadband. It shall support IPv4, IPv6 and IPv4 over IPv6 tunnel.
- 38.1.31 The SD-WAN solution shall support IPv6 and IPv4 routing protocols like OSPF, BGP and static routing.
- 38.1.32 The SD-WAN solution shall support business defined insertion of services using centralised policy enforcement and service chaining.
- 38.1.33 System should able to support centralized authentication system to authenticate network elements of control plane, data plane and NMS management tool.
- 38.1.34 System should able to support secure overlay fabric with all the SDWAN software elements without direct route peering.
- 38.1.35 System must support secure overlay fabric management protocols in order to simplify control plane processing including routing, services and secure keys distribution.
- 38.1.36 System should able to support of current network infrastructure, which operating with underlay infrastructure. Non-disruptive integration into existing networks with full interoperability with existing routing protocols.
- 38.1.37 Support end-to-end segmentation with separate routing and forwarding tables to securely isolate, Intranet departments, non-critical business traffic within a single appliance.

- 38.1.38 The router shall have support for application-level monitoring, and traffic control to improve business-critical application performance, facilitate capacity management and planning, and reduce network operating costs.
- 38.1.39 Ability for the system to function as a DHCP Server, relay and client to provide dynamic IP Address to CPE deployments and NTP, ssh and SCP.
- 38.1.40 Solution shall be support all the SD-WAN elements and must be IPv6 capable.
- 38.1.41 The entire solution shall be IPv6 compliant and shall be capable of dual IPv4/IPv6 stack.
- 38.1.42 The OEM shall have to certify the design proposed by the bidder.
- 38.1.43 Decentralized model of management dashboards, alerts, notification and warnings along with the co-relation and frequency of errors generated should be available and view must be provided based on the required privileges.
- 38.1.44 Enhanced security and policies, security policies for the devices and controllers to be configured to prevent the unwanted intrusion, if required in-depth analysis of traffic for prevention of malicious traffics and internal threats based on alerts generated.
- 38.1.45 Automated provisioning of priorities on traffic based on the BSNL customer requirements like the department application prioritization for e.g. Prioritization of traffic on WAN links for critical clients of BSNL as compared to non-critical traffic.
- 38.1.46 Centrally managed and controlled traffic, traffic policies to be configured and managed at the central location and pushed from the central controller.
- 38.1.47 Automated traffic diversion based on a link performance which can be achieved through monitoring the performance of the links and based on define thresholds can be diverted to stable links and be rolled back after the stability on impacted link is achieved BSNL is presently achieving this through manual configuration of IPSLA parameters.
- 38.1.48 Developing standards protocol and procedures for network which is needed for the effective operations of centralized management and implementation of network configuration parameters which must be in line with the defined Standard Operation Procedures of BSNL.
- 38.1.49 Network would be functional at the time of connectivity failure between controller and branch device.
- 38.1.50 Consolidated view of network dashboard with required alerts and warnings along with the generation of reports and having the feature of data archiving.
- 38.1.51 E-Mail/SMS and if required Ticketing system to be integrated with SDWAN.
- 38.1.52 Devices proposed should have the valid latest industry certifications.

38.2 SD-WAN Controller

- 38.2.1 The SD-WAN controller shall be multi-tenant/enterprise supporting multiple enterprise customers.
- 38.2.2 The controller shall be centrally located and is to be deployed at BSNL/Customer/SI premises or on Cloud as per the requirements of the customer. The DC & DR shall be in HA mode. The DR site should be preferably

in a different seismic zone than the DC site. Both the DC & DR should be in India.

38.3 SDWAN Gateway

- 38.3.1 The SDWAN Gateway shall act as an interface between the non SDWAN domain and the SDWAN domain.
- 38.3.2 It shall support multi-tenant/enterprise supporting multiple enterprise customers as per customer requirement.
- 38.3.3 It shall support traffic flows between different WANs (Internet to MPLS etc.).
- 38.3.4 It shall be adequately dimensioned for meeting the necessary traffic of MPLS and Internet.

38.4 Management

- 38.4.1 The solution shall provide a centralized network topology definition and single touch-point monitoring to define, monitor and maintain SD-WAN network.
- 38.4.2 A dashboard providing detailed information around network infrastructure, health, status, and reporting shall be provided.
- 38.4.3 The solution shall support easy management of patches/ upgrades to SDWAN software centrally.
- 38.4.4 SDWAN should be able to detect failover condition in milliseconds and must switch to available path without disrupting applications like CRM, ERP, UCaaS, virtual desktop sessions etc. It should be applicable for both brownout and blackout condition.
- 38.4.5 Application flow should be dynamic in nature and best path should be chosen dynamically. It should not be pre-defined. Link load balancing and failover shall be supported.
- 38.4.6 From a single pane of glass, it shall be possible to configure and view business policy driven view of application classification, connectivity and QoS.

38.5 CPE

- 38.5.1 All types of the SDWAN CPEs as mentioned in the TEC GR on SDWAN shall generally be supported. In addition, if there are any specific requirements of the customers, the same shall be invariably supported.
- 38.5.2 All types of hybrid WAN links (MPLS + MPLS, MPLS + Internet, Internet + Internet, MPLS + LTE etc.) shall be supported by the CPEs as per their type. The solution shall support hybrid branches which have a WAN connection to an MPLS IP VPN and a second WAN connection to the internet securely. The hybrid WAN connectivity shall be over multiple WAN transport connections by different service providers.
- 38.5.3 The SD-WAN solution shall be capable to aggregate the bandwidth across all the available links like MPLS, Internet links, P2P, VSAT etc. (including amongst multiple MPLS links, MPLS link and Internet etc.). The SD-WAN shall be able to load balance/share across links simultaneously or leverage the secondary link for spill over if the Bandwidth required for one session exceeds the applicable bandwidth on the best link. System should be able to detect blackouts & brownouts by supporting active / active load balancing & Fast session failover.

- 38.5.4 The SD-WAN solution shall be able to build connections dynamically between any two CPEs leveraging multiple links and apply logic for best path selection, traffic switching, QoS and dynamic link bonding.
- 38.5.5 In case of any loss of control connectivity to all of the controllers, the CPE shall continue to operate with the latest control plane information for a specified time which shall be settable.
- 38.5.6 The SD-WAN solution shall support automatic link failover due to packet loss, latency, jitter, link flap etc. without any TCP and UDP session failover.
- 38.5.7 Roll back of configuration changes feature shall be available for the supplied CPEs.
- 38.5.8 The SD-WAN CPEs shall, based on central control, be capable of forwarding traffic through the specified WAN paths with specified bandwidth based on predefined application policies and performance needs.
- 38.5.9 The CPEs shall be capable of the configurable feature of sending duplicate data over two links for guaranteed delivery of all application data.
- 38.5.10 The SD-WAN solution shall continuously check all the links for flapping and in case any link is not stable, put the link in monitoring mode and restore traffic once the link is back to stable for a predefined period.
- 38.5.11 The SD-WAN solution shall assess the performance of the critical voice, video or data applications at any given time and take necessary action to maintain the committed SLAs.
- 38.5.12 All the features and functionalities shall be pre installed and shall be usable from day one. Any software/patch/OS upgradation etc. during the currency of the contract shall be done by the bidder at no additional cost to BSNL. 24x7 support from OEM TAC shall be available.
- 38.5.13 All the licenses or software upgrades/patches shall be applied to all CPEs through central controller only.
- 38.5.14 The CPE shall support end-to-end QoS at each level with marking, policing and shaping, DSCP remarking. It shall support end-to-end packet classification, marking and bandwidth allocation.
- 38.5.15 Solution shall support High Availability feature at the CPE.

38.6 Self Service Portal

- 38.6.1 The self-service portal shall be capable of sending communications like Email, text etc. alerts on crossing of any of the user defined thresholds.
- 38.6.2 The self-service portal shall support flexible hierarchical group management, including for group based configuration changes and software updates. Appliances may be grouped according to a hierarchical structure that affords easy management of hundreds of appliances.
- 38.6.3 The customer shall be able to see for himself the various reports and the utilisation details of the links.

38.7 Application Identification and Application Aware Routing

- 38.7.1 The solution must have application awareness with capability of deep packet inspection of traffic in order to identify and monitor applications performance to determine what traffic is running across the network in order to tune the network for business critical services, resolve network problems and to help ensure that critical applications are properly prioritized across the network.
- 38.7.2 The SDWAN solution shall be able to support application visibility through Deep Packet Inspection, App reporting, marking, filtering and policy.
- 38.7.3 The SDWAN solution shall support Network Optimization Functions like TCP Flow Optimization, Packet Duplication, Forward Error Corrections, QoS etc.
- 38.7.4 The solution shall have capability to integrate with public cloud (SaaS and IaaS) and optimize application performance with simplified and automated workflow within NMS.
- 38.7.5 The solution shall understand the standard applications over network and provide visibility to admin and inputs for policy creation.
- 38.7.6 The solution shall provide real time behavioural analytics at each WAN hop and also provide predictive analysis to avoid future outages. The system should centrally give the following information in relation to the Application's performances:
 - (i) Applications consuming least bandwidth, most bandwidth, Suspicious applications that are using way more bandwidth than their baseline, Tunnel Performance metrics.
- 38.7.7 The solution shall be flexible enough to support application level policy based routing mapped with defined SLAs.
- 38.7.8 It shall be possible for Advanced SaaS optimisation to enable better end-user experience for O365 and other SaaS applications.

38.8 Security

- 38.8.1 The SDWAN solution shall have strong secure communication mechanism between all solution components for securing control and data-plane traffic by default.
- 38.8.2 All the SD-WAN software/Hardware elements shall support any CA based authentication to authenticate controllers and routers.
- 38.8.3 It shall support customisable role-based access support.
- 38.8.4 The SDWAN solution shall support functionality to protect itself from DDoS attack.
- 38.8.5 The CPEs shall have strong AES-256 IPSec encryption for data plane flows and secure tunnels SSL/DTLS/TLS/IPSec to controllers to secure control traffic. Data security through IPSec should be automatic between the locations. The solution shall support interoperability with IKEv2 platforms.
- 38.8.6 The SDWAN solution shall support integrated Stateful Firewall with application visibility (Layer 4 - Layer 7), Zone based firewall, IDS/IPS and URL Filtering for Split tunnelled and local internet break out. Proposed hardware shall have all security features.
- 38.8.7 Only devices that are having proper certification from a valid authority shall be accepted into the overlay. Before an SDWAN device is allowed into the network, the SDWAN device identity together with the certificate & serial

number associated with the same must be present in a centrally managed security authentication database.

- 38.8.8 The SD-WAN solution should have the ability to encrypt traffic on an individual link basis with IPsec AES - 256-bit encryption, HMAC-SHA2 for integrity, RSA-2048-bits keys for authentications.
- 38.8.9 The system shall support end-to-end segmentation with separate routing and forwarding tables to securely isolate, Intranet departments, Guest Wi-Fi traffic and Business Partner traffic within a single appliance.
- 38.8.10 The system shall support Network/App/ Service Policy enforcement either by centralized controller which influences all locations or a specific policy for a particular region or with each location enforcing its own policies.
- 38.8.11 Locations deployed with Direct Internet Access and subscribing to firewall feature should be provided complete visibility against DNS attacks and should have capability to provide recursive DNS analysis feature. This DNS level security should protect against malware irrespective of ports and protocols used by malware (bot net, exploit kits, phishing).
- 38.8.12 All the remote site traffic shall be encrypted when transported over any WAN transport media viz. MPLS, P2P, Internet and cellular network for protecting data confidentiality and integrity.
- 38.8.13 The solution shall support Layer 7 application firewall and VRFs to allow network isolation. It shall also support Web/URL filtering capability to allow or deny access to certain class of websites according to predefined policies.
- 38.8.14 The firewall shall support Firewall for stateful blocking, IPS (minimum 12000 signatures) /IDS, Anti-malware functionality (to enable branches to break-out). IPS must support network traffic normalisation and evasion prevention techniques against stealth cyber attack methods.
- 38.8.15 The SD-WAN may support DDOS functionality and protect DDOS attack like UDP Flood, ping of Death. The router should support functionality to protect the route processor from unnecessary or malicious levels of traffic including DOS attacks
- 38.8.16 The SDWAN controller shall have the ability to encrypt traffic on an individual basis. The operator shall have the choice to enable encryption on a per WAN connection basis, with the default setting being IPSec encryption.
- 38.8.17 The SDWAN solution shall support policy based VPN, flexible route based VPN (within customer domains), hub-and-spoke, full mesh/ partial mesh topologies.

38.9 QoS

- 38.9.1 The SDWAN CPEs shall support following WAN Optimization features either as built in or integration with 3rd party VNFs:
 - (ii) TCP flow control
 - (iii) Data Compression
 - (iv) De-duplication
 - (v) Protocol optimization
 - (vi) Caching capabilities

- 38.9.2 It shall be possible to apply QoS policies based on application or traffic classifier. It shall be possible to apply QoS for local break out and overlay traffic.
- 38.9.3 The system shall have the ability to segregate traffic based on applications and across the WAN.
- 38.9.4 The system shall ensure that the available bandwidth is distributed amongst the current sessions to meet the predefined QoS policies.
- 38.9.5 The solution shall ensure that the different traffic like Voice, Video, and business critical traffic are given appropriate QoS on an end-to-end basis.
- 38.9.6 The solution shall support centralized policy to create different firewalling policies.
- 38.9.7 It shall have the capability to control traffic patterns and have dynamic traffic management feature to manage the SLAs.
- 38.9.8 It shall support policy driven DC preferences on a per branch basis.

38.10 Monitoring and Visualisation

- 38.10.1 The offered system shall do real-time monitoring of network status and health of network devices. It shall support automatic outage detection and failover using standard protocols.
- 38.10.2 The SD-WAN solution shall support granular real-time monitoring and historical reporting like:
 - (i) Statistic bandwidth usage of available links
 - (ii) Statistic bandwidth usage of each application and flow for each application
 - (iii) Network statistics, including continuous performance monitoring of loss, latency and packet ordering for all network paths and link utilization
 - (iv) Application level monitoring and utilization
- 38.10.3 The SD-WAN solution shall provide automated, real-time event alert mechanism.
- 38.10.4 The SD-WAN solution shall be able to generate system events/log for events that have taken place in the system such as login, changes to configuration and system related errors or warnings.
- 38.10.5 The SD-WAN solution shall have GUI for report generation.
- 38.10.6 The SD-WAN solution shall provide following reports of individual link quality/virtual link quality on daily, weekly, monthly & yearly basis:
 - (i) Packet loss in the links
 - (ii) Jitter on the links
 - (iii) Latency of the links
- 38.10.7 The SD-WAN controller shall contain single dashboard which provides the snapshot of the network including device status like CPU, Link Status, event logs etc.
- 38.10.8 The historical data shall be retained for a period of 13 months.
- 38.10.9 The solution shall provide option for scheduling reports. All reports must be exportable in CSV format/PDF format.

38.11 Reliability

- 38.11.1 The solution shall support redundancy of control Plane and management plane irrespective of whether they are on cloud or prem. The SDWAN Controller shall have High Availability (HA) with geo redundancy in DC & DR.
- 38.11.2 In case of any data plane routers getting isolated from the control and management planes, the services shall not be degraded.

38.12 O&M

- 38.12.1 Multi tenant management shall be supported in the controller.
- 38.12.2 Orchestration layer shall be in DC and DR for provisioning, device configuration and device management.
- 38.12.3 The offered solution shall have Role Based Access Control with multiple privileges to manage the CPEs. The CPEs shall accept policy changes only from the authorised Controller.
- 38.12.4 The solution shall have a web based administration interface and GUI.
- 38.12.5 The solution should be able to perform time synchronization with NTP server.
- 38.12.6 The CPE shall support SNMP v3 to monitor the system health like CPU, Memory utilization, Ethernet ports, Bandwidth utilisation etc.
- 38.12.7 SD WAN controller shall support end to end real time flow visualization for the application paths for identifying issues and taking corrective action.
- 38.12.8 Device health monitoring should be available for all the devices.
- 38.12.9 The solution must store historical traffic and performance information to assist with trouble analysis, traffic forecasting and SLA compliance.
- 38.12.10 The offered solution shall have capability to have software image management service, remote upgradation service for SDWAN devices centrally across enterprise network.
- 38.12.11 As part of the support to the customer, a Network Operations Center (NOC) shall be maintained by each successful bidder. The NOC shall be adequately manned 24x7 by the trained and skilled man power of the bidder. It shall also have OEM TAC support to trouble shoot any major issues.
- 38.12.12 The NOC shall be the single point of contact for all network technical queries and fault resolution. All the links shall be monitored from the NOC and follow-up, escalation of the faults shall be done by the NOC team. It shall provide the necessary management reports in terms of the faults booked, cleared, MTR, uptime etc. Any trouble ticketing tool used by the bidder shall be integrated with the BSNL/customer's OSS/BSS systems and all support for the same shall be extended by the bidder.
- 38.12.13 The NOC shall also do the normal day-day operations for managing the SDWAN network including checking the health of the controllers and other changes that may be required as per customer demand.

Annexure - I

DECLARATION BY THE BIDDER

We (*Name of the Company*). hereby declare that—

- We have downloaded the EoI Document No: STR/EB/Platinum11/SDWAN/EOI/2021-22/1 dated 11.06.2021 from the BSNL STR web site and have not made any changes in the said document while submitting the EoI response.
- We have gone through the Document and all the associated Annexures, understood the contents, and agree to abide by the stipulated conditions.
- We understand that submission of EoI shall be deemed to have been done after careful study and examination of the EoI Document with full understanding of its implications.
- We confirm having submitted our qualifying data as required by you in your EoI Document. In case you require any further information/Documentary proof in this regard before evaluation of our EoI submission, we agree to furnish the same in time to your satisfaction.
- We hereby declare that in case of empanelment, we shall submit the Performance Guarantee Bond in the form of Bank Guarantee as per terms of EoI Document.
- Our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge & belief.
- We will ensure that the operational and support staff to be deployed shall be qualified, trained, skilled and shall maintain proper dress code at the Customers' Premises.
- We apply for empanelment as System Integrator (Network Integrator) for Projects across India (National level) / for projects in STR Circle alone (SI has to mention only one option)

With reference to the Department of Expenditure Office Memorandums (OMs) No. 6/18/2019-PPD dated 23rd July 2020 and its Clarification dated 24/07/2020. We hereby declare that we have read and understood the clause regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defence of India and National Security issued vide OM cited above, on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We further certify that our Company/OEM/any partner of our consortium is not from such a country which shares a land border with India and in light of conditions & restrictions imposed vide cited OMs, we fulfil all the requirements in this regard to become eligible to be considered in the subject EoI enquiry for SD-WAN empanelment at National/Circle level by BSNL.

Signature : _____

Date : _____

Name : _____

Designation: _____

Address : _____

Company : _____

Company Seal
(With name & designation
Of the person signing the bid)

Annexure – II

CHECK LIST

SI No	Check Point	Check Result (Say 'Yes' or 'No')
1	Have You enclosed all the documents as per the list at clause 10?	
2	Are the copies of all Documents duly Attested / Authenticated?	
3	Have you furnished and signed the declaration?	
4	Have you signed the checklist?	
5 (a)	Does your company satisfy the specified Qualifying Criteria and technical criteria	
5 (b)	If Not, Have you furnished necessary Deviation Listing?	

Note: If any of the technical features are proposed as roadmap/future development, please specify them accordingly

Signature : _____

Date : _____

Name : _____

Designation: _____

Address : _____

Company : _____

Company Seal
(With name & designation
Of the person signing the Bid)

Annexure – III

COMPANY PROFILE OF THE BIDDER

1	Name of the Company
2	Address
	DT: State: Pincode:
3	Communication Details Phone > Landline: > Mobile: > Fax:
4	Year of Establishment
5	Legal status of the Company (Public/Private Limited Company)
6 (a)	Name of the Nodal Officer with whom to whom all references shall be made regarding this Tender
6 (b)	Communication → Phone > Landline: > Mobile: > Fax:
10.	Name of the affiliated firms (if any)
11.	Turnover in the last 2 FYs (In Crores of INR)
12	Number of Projects

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

Signature : _____

Date : _____

Name : _____

Designation: _____

Address : _____

Company : _____

Company Seal
(With name & designation
Of the person signing the Bid)

Witness:

Signature : _____

Date : _____

Name : _____

Designation: _____

Address : _____

Company : _____

Note:

1. If needed, the Company may use separate sheets for explaining the above Points.
2. BSNL reserves the rights to verify the facts given by the Company, with the authorities, if required.

Annexure - IV

DEVIATION SHEET

We _____ (Name of the Company) here by state that the following are the deviations, in our EoI bid documents, from the stipulated conditions of the BSNL.

Sl No	Clause of EoI	Deviation	Reason for deviation

In case of NIL deviation, the same may please be indicated above.

Signature : _____

Date : _____

Name : _____

Designation: _____

Address : _____

Company : _____

Company Seal
(With name & designation
Of the person signing the Bid)

Annexure - V

PERFORMANCE SECURITY GUARANTEE FORM

1. In consideration of the CMD Bharat Sanchar Nigam Limited (Hereinafter called '**BSNL**') having agreed to exempt (hereinafter called '**The Client**') from the demand, under the terms and conditions of an Agreement/ Purchase Order No.....Dated.....made between

and for for the supply of (hereinafter called '**The said Agreement**') of Security Deposit for the due fulfilment by **The Client** of the terms and conditions contained in **The said Agreement**, of production of the Bank Guarantee for... .. We (*Name of the Bank*) (Hereinafter referred to as '**The Bank**') at the request of (Contractor/s) do hereby undertake to pay to

BSNL an amount not exceeding..... Against any loss or damage caused to or suffered or would be caused to or suffered by **BSNL** because of any breach by **The Client** of any of the terms or 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 demur, merely on a demand from **BSNL** stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by BSNL by reasons of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement. Any such demand made on the Bank shall be conclusive with respect to 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 Rs (In words)

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

4. We (*Name of the Bank*) further agree that the guarantee therein 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 **BSNL** under or by virtue of **The said Agreement** have been fully paid and its claims satisfied or discharged or till **BSNL** certifies that the terms and conditions of the said agreement have been fully and 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 800 days (as stipulated in PO) from the date thereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (Name of the Bank) further agree with **BSNL** that **BSNL** shall have the total liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of **The said Agreement** or to extend time of performance by **The Client** from time to time or to postpone for any time or from time to time any of the powers exercisable by **BSNL** against **The Client** and to 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 Client** or for any forbearance, act or omission on the part of **BSNL** or any indulgence by **BSNL** to **The Client** or by any such matter or thing whatsoever which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to change in the constitution of the Bank or the **The Client**.

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

Signature of the Authorised Signatory:

Bank Seal:

Annexure - VI

AGREEMENT TO BE EXECUTED BETWEEN BSNL AND SYSTEM INTEGRATOR

AGREEMENT PROFORMA

(To be furnished on Rs.100/- stamp paper)

To be executed on non-judicial stamp worth Rs.100/- and continuation sheets on ledger papers and two copies on ordinary paper to be submitted neatly type-written sheets on one side of the paper in single line spacing.

AGREEMENT

AGREEMENT with M/s _____ for design, supply, installation, commissioning, maintenance and monitoring of SDWAN services offering for the customers of BSNL

This agreement is signed on theday of20.. by and between **BHARAT SANCHAR NIGAM LIMITED**, a company registered under the Companies Act 1956 having its Registered office at Bharat Sanchar Bhavan, Harish Chandra Mathur Lane, Janpath, New Delhi-110001 & Corporate office at Bharat Sanchar Bhavan, Harish Chandra Mathur Lane, Janpath, NewDelhi-110001, acting through the C.G.M, Southern Telecom Region, BSNL, Chennai (hereinafter called **BSNL** which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) of the FIRST PARTY

AND

M/s....., a company registered under the Companies Act 1956, having its registered office acting through Mr. / Ms., (Designation), the authorized signatory (hereinafter called as System Integrator or SI), which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) of the SECOND PARTY called as **System Integrator or SI**, which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) of the SECOND PARTY.

WHEREAS

- BSNL is a telecom service provider licensed to provide various kinds of TELECOM SERVICES within India.
- The BSNL is desirous of appointing System Integrator (hereinafter referred as SI) to design, supply, install, commission, maintain and monitor the SDWAN services (hereinafter referred to as the "DESIGNATED SERVICE") for BSNL customers.
- The System Integrator has requested to sign an agreement for the said DESIGNATED SERVICE for BSNL customers whereupon and in pursuance to the said request, BSNL has agreed to sign this Agreement with the System Integrators for the said DESIGNATED SERVICE for BSNL customers as given in EOI document and the customer requirements.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the due observance & performance of all the terms and conditions mentioned in this agreement along with the EOI terms and condition issued _____ vide _____ under _____, which are part and parcel of this agreement, BSNL and the M/S _____ agree to sign agreement for the said DESIGNATED SERVICE for BSNL customers.
2. It shall be valid upto date _____ unless revoked earlier. Further extensions will be considered as per the provisions of EOI.
3. M/s _____ and BSNL hereby agrees and unequivocally undertakes to fully comply with all terms and conditions stipulated in agreement without any deviation or reservations of any kind, unless mutually agreed between the parties at any given time.
4. The laws of land as promulgated/modified/amended or replaced from time to time shall govern this Agreement. BSNL reserves the right to appoint more than one System Integrator in this category in each circle.
5. This Agreement shall not be amended or modified or altered or changed in anyway except in writing and duly executed by the authorized representative of each party.
6. The Agreement is a confidential document. M/s _____ and BSNL shall not divulge any part of this Agreement either through oral or written communication or through any other mode to any third party.
7. The System Integrator agreed to submit a Performance bank Guarantee (PBG) of Rs. _____ (in words) _____ as a security towards due observance and performance of terms & conditions of this Agreement. This bank Guarantee shall be valid for _____ years from the date of signing of this Agreement. The SI agrees to renew the PBG from time to time till expiry of agreement or till BSNL is satisfied that the terms & conditions of said agreement have been fully and properly carried out by the SI. Without prejudice to its rights of any other remedy, on failure of the SI to provide services under this agreement or in case of any breach in terms and conditions of the Agreement, BSNL shall en-cash / forfeit the said Performance bank Guarantee.
8. BSNL reserves the right to provide such services on its own or to enter into Agreement with other parties / persons / service providers for providing similar services from time to time in future without any restriction on number of persons / parties / System Integrators, the System Integrator shall have no objection

whatsoever. SI agrees to adherence to this provision and the same is a material obligation of this Agreement. All terms and conditions as mentioned in EOI for vide number is valid and are to be complied.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorized representatives on theday of 20....

Signed for and on behalf of **BSNL** by

AGM (EB), O/o GM(EB & MPLS), STR, Bengaluru

Signed _____ on _____ behalf _____ of **M/s**
_____, by **Shri**
_____, the authorized signatory and holder of General Power of Attorney dated executed in accordance with the Resolution dated passed by the Board of Directors of the company.

In the presence of Witnesses:

Signature	Signature
Name	Name
Occupation	Occupation
Address	Address
Place	Place
DATE	DATE

Annexure - VII

Self Declaration / Letter of Intent and consent

For the Empanelment of existing System Integrators in other Circle / Units

TO

CGMT,

-----Circle,

SUBJECT: Request for Empanelment as Circle/National SI

As per the EoI for empanelment of the SDWAN Service Providers(Sis) vide EoI No: STR/EB/Platinum11/SDWAN/EOI/2021-22/1 dated 11/06/2021 for empanelment of SDWAN SIs by STR Circle, BSNL for providing turn key solutions to its enterprise customers, the existing System Integrators (SI) may request for the empanelment in other Circles. In this regard, it is submitted,

- 1) That, my firm/organisation/company, -----
(herein after called applicant), is already empaneled as a System Integrator in -----
(Name of Home Circle)Circle as National/Circle Level System Integrator.
- 2) That, the applicant is interested to get empaneled as SI of your Circle also.
- 3) That, the applicant is eligible under this policy to be empaneled as National/Circle SI.
- 4) That, the applicant on appointment as SI, would abide by the procedure as decided from time to time by BSNL and its officers in executing the network assignments as approved for the purpose.
- 5) It is declared that the intended additional empanelment in your Circle would not affect the quality and speed of the works in my existing empaneled Circle.
- 6) It is well understood, that Enterprise Business leads are of utmost importance and has got commercial value for BSNL and would not be mis-utilised in any form which may be detrimental to the Business interests of BSNL.
- 7) That the quotes given by me against the queries of BSNL would be firm and to be abided by me.
- 8) That, the acceptance of my offer against any goods or services would be at the sole discretion of BSNL and my Company would have no claim or right on any business.
- 9) That all the terms and conditions as applicable to me in my home Circle of empanelment would be enforceable in your Circle mutatis mutandis.
- 10) That, the policy is non exclusive in nature and the applicant can't claim any right to any business, customer, area or product etc.
- 11) That, the applicant is aware of the empanelment is mutual and can be canceled by either side on a due notice as per policy of BSNL.
- 12) The applicant authorizes existing Home Circle Head to have lien on the PBG submitted by me for any non performance committed in your Circle. For this purpose, CGM of home Circle would act as per the advice of your Circle.
- 13) The applicant is well aware that if at any stage/juncture it is established that the applicant as SI has misrepresented BSNL and acted in a manner

detrimental to the business interests of BSNL, BSNL would be free to make good its losses from the applicant without prejudice to any other legal remedies it may have.

Dated:

(-----)

At:

Copy: CGMT,....(Home Circle).....

Annexure – VIII

Bid Securing Declaration

Date: _____

EoI No: STR/EB/Platinum11/SDWAN/EOI/2021-22/1 dated 11/06/2021 for empanelment of SDWAN SIs

I/We, The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because

I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the agreement, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidder.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder or upon receipt of your notification of the successful bidder and execution of agreement and furnish of the Performance Security.

Signature : _____

Date : _____

Name : _____

Designation : _____

Address : _____

Company : _____

**Company Seal
(With name & designation
Of the person signing the Tender)**

Annexure – IX

Details of the SDWAN Experience(Of last three years, FY 2018-19, 19-20, 20-21)

Name of the Bidder:

Empanelment Level: National/ Circle

SI No	Details of the Work Order	Customer Name	# of CPEs/ branches/ locations covered under each Work Order

Note: The satisfactory implementation certificate from the customer along with the work order shall be submitted along with the EoI.

Signature : _____

Date : _____

Name : _____

Designation: _____

Address : _____

Company : _____

**Company Seal
(With name & designation
Of the person signing the bid)**

Annexure – X

Non Disclosure Agreement(NDA) to be signed by the bidders to the EoI for empanelment of SDWAN Service Providers

Non-Disclosure Agreement (NDA)

(To be signed on 100 Rs. Stamp Paper)

This Agreement is made as of the dd/mm/2021 between BHARAT SANCHAR NIGAM LIMITED (BSNL) a Government of India Enterprise, having its registered office and Corporate office at **Bharat Sanchar Bhawan, Harish Chandra Mathur Lane Janpath, New Delhi-110001** hereinafter called BSNL which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and M/s a company incorporated under the Indian Companies Act, 1956/2013, and having its registered office at

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

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

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

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

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

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

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

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

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

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

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

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

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

M/s	BHARAT SANCHAR NIGAM LIMITED
Signature	Signature
Printed Name	Printed Name
Title	Title

Exhibit-A

Business Purpose – EMPANELMENT OF National and Circle level SDWAN Solution Providers through EoI No: STR/EB/Platinum11/SDWAN/EOI/2021-22/1 dated 11/06/2021 for Design, Supply, Installation, Commissioning, Monitoring and Maintenance of SDWAN Services comprising of SDWAN CPEs, SDWAN Controllers at DC and DR locations & AMC thereof on turnkey basis for proposed SDWAN services offered by BSNL to its enterprise customers

M/s	BHARAT SANCHAR NIGAM LIMITED
Signature	Signature
Printed Name	Printed Name
Title	Title

Annexure – XI

Consortium Agreement
(On Rs. 100 Non-Judicial Stamp Paper)

In compliance to Clause No.....of EoI No..... dated....., a consortium has been formed on <Date> between <Bidder's Name> and <OEMs name> to meet various eligibility conditions and experience criteria specified in the EoI No dated

It has been agreed among bidder and the consortium partner(s) that <Bidder's Name> is designated to submit the Bid on behalf of this consortium and henceforth called as Bidder. "Lead Bidder" and the "Bidder" have been used interchangeably. It is also confirmed that all the members of the said consortium meet the eligibility conditions as specified in the above referred EoI and have authorized the "Lead bidder" by way of duly executed power of attorney in his favour to act on their behalf.

It has also been agreed that in its capacity as lead Bidder, <Bidder's Name> will interact with BSNL for all obligations.

The Lead bidder and consortium partner(s) shall be liable for due performance of the contract jointly and severally, whereas the responsibility of Consortium Partner(s) other than lead bidder, shall be limited to such Consortium Partner(s) share of obligations in the contract for products and /or services as defined in the agreement signed between the Lead Bidder and Consortium Partner(s) and is in accordance with the EoI requirements. The details of Bidder and consortium partner(s) are as under:-

- <Bidder Name>:- <Details containing Registered office & correspondence address>
- <Consortium Partner-1>:- <Details containing Registered office & correspondence address>
- <Consortium Partner-2>:- <Details containing Registered office & correspondence address>

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be executed by their duly authorized officers as of the day first above written

For <Bidder's Name> Signature of Authorized Signatory Name:- Designation:- Contact Phone:- Email-ID:- Date:- Witness-1 Signature:- Name:- Designation:- Contact Phone:- Email-ID:- Date:	For<Consortium Partner-1> Signature of Authorized Signatory Name:- Designation:- Contact Phone:- Email-ID:- Date:- Witness-1 Signature:- Name:- Designation:- Contact Phone:- Email-ID:- Date:	For<Consortium Partner-2> Signature of Authorized Signatory Name:- Designation:- Contact Phone:- Email-ID:- Date:- Witness-1 Signature:- Name:- Designation:- Contact Phone:- Email-ID:- Date:
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