

Form No:BD-48/EOI-CP/--



BHARAT SANCHAR NIGAM LTD.

(A Govt. of India Enterprise)

(Orissa Circle)

No: BD-48/EOI-CP/Silver/09-10/4	Dated at	28-01-2010
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APPLICATION

For

EMPANELMENT OF CHANNEL PARTNERS (CP)

For

Sales & Marketing of BSNL Voice and Data Services

(Please check that all the 23 pages are intact in the document.)

Issued by:

Signature

Name

Designation

Date



BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

Enterprise Unit

O/o CHIEF GENERAL MANAGER, ORISSA TELECOM CIRCLE

4th FLOOR, Unit-IX, DOOR SANCHAR BHAWAN,

BHUBANESWAR-22

No: BD-48/EOI-CP/Silver/09-10/ 5	Dated at	28-01-2010
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NOTICE INVITING EOI (EXPRESSION OF INTEREST) FOR Empanelment of CHANNEL PARTNERS (CP)

For

Sales & Marketing of BSNL Voice and Data Services

Applications in prescribed proforma are invited by the Chief General Manager (ORISSA CIRCLE) from eligible applicants for Sales and Marketing of BSNL Voice and Data Services and Supply, Configuration and Maintenance of Customer's End Equipments, their network on LAN / WAN etc. for BSNL's Silver Enterprise customers.

1. Name of Work : Sales and Marketing of BSNL Voice and Data Services and Supply, Configuration and Maintenance of Customer's End Equipments, their network of LAN / WAN etc. for Services offered By BSNL

- a) Start of Sale of EOI document - 28-1-2010.
b) Conference with Perspective bidders 04-2-2010
c) Last date of issue of EOI document - 16-2-2010
d) Last date and time of submission of documents 17-2-2010/13:00Hrs.
e) Date and time of opening of EOI documents 17-2-2010/15:00Hrs.
f) Earnest Money Deposit: - Rs. 25000 /- (Rupees Twenty five thousand only) for Tyre-I and Rs. 10000/- for Tyre-II in the form of DD.
g) The EOI forms can be obtained from AGM(CP), O/o the CGMT, Orissa Circle, 4th Floor, RoomNo.420 Doorsanchar Bhawan, Bhubaneswar-22 on payment of Rs.520/- (Rupees Five Hundred & Twenty Only) in the form of (DD/Cash).

OR

The EOI document can be downloaded from the internet site: & submitted along with the DD of Rs. 520/-which is non-refundable towards the cost of tender form.

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The DD(Demand Draft)s for EMD and document cost should be from any scheduled bank drawn in favour of **A.O. (A&P), O/o the CGM, BSNL, Orissa Circle, Bhubaneswar.**

EOI documents should be submitted in duly sealed cover with clear superscription "**EOI for Empanelment of Chanel Partner, Tyre-I OR Tyre-II**" addressed to AGM (CP) O/o CGMT, Orissa Circle, 4th Floor, Room No-420, Doorsanchar Bhawan, Unit-IX, Bhubaneswar-22 along with the necessary documents. The Conference & the Opening EoI bids will be at the Conference Hall, 3rd Floor in the same building in the presence of bidders or their authorized representatives who may wish to remain present at the time of opening of EOI. The representative should produce a letter of authority for that purpose.

Bidders desiring to send the EOI document through Post may please ensure that the same reaches before the time and date stipulated. BSNL shall not be responsible for any postal/ communication delay.

Sd/
AGM (Chanel Partner)
O/o C G M Telecom, Orissa Circle,

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1.0 Scope of work:

Bharat Sanchar Nigam Limited (BSNL) is a integrated telecom service provider in India.

- 1.1 It offers all types of telecom services like Basic telephony, Mobile Service (GSM & CDMA), Data Services, Broadband Services, National Long Distance services, International Long Distance Services, Internet, VSAT etc.
- 1.2 The objective of this EOI is to empanel CPs' who will be engaged for Sales and Marketing of voice & data services offered by BSNL to Small and Medium Enterprise customers, termed as Silver customers.
- 1.3 Typical attributes of Silver customers being targeted by Channel Partners are given below:
 - **Average turnover of Rs. 10 – 50 Crore per annum**
 - **50 – 250 employees**
 - **Average annual spend on telecom services ranging between Rs. 10 Lakh to Rs. 1 Crore**
- 1.4 BSNL intends to appoint **3 numbers of Tier 1 Channel Partners and 2 numbers of Tier 2 Channel Partners** in the Orissa Circle. These numbers are indicative, BSNL can increase / decrease the number of CPs' at it's discretion.
- 1.5 BSNL will assign officials within the organization who will act as points of contact for facilitating CPs' to conduct business on behalf of BSNL. These officials will be designated as Channel managers.
- 1.6 BSNL intends to appoint two categories of channel partners, broadly defined as follows:

2.0 Categorization of Channel Partners

2.1.1 Tier 1 Channel Partners (Tier 1 CPs')

Tier 1 CPs' will be primarily engaged in the Sales and Marketing of BSNL Voice and Data services to targeted Silver customers. In addition, CPs' may also be engaged for supply, configuration and maintenance of customer's end equipments, their network on LAN / WAN etc. An indicative list of BSNL's services, but not limited to, is given in the Annexure 'A'.

A prospective Tier 1 Channel Partner (Tier 1 CP) shall be a direct supplier of technology, hardware, telecom products or shall have a direct agreement with each of the Technology Companies, OEM's (Original equipment manufacturer) that form the core building blocks of the project. The core IT and Telecom building blocks may be classified as Routers, LAN Switches, Leased Line Modems & Converters, PC's, Servers etc.

2.1.2 Tier 2 Channel Partners (Tier 2 CPs')

Tier 2 CPs' will be primarily engaged in the Sales and Marketing of BSNL Voice products. In addition, these CPs' will also be allowed to deal in a limited range of data services (e.g. 2G and 3G data cards, broadband services etc.). An indicative list of BSNL's services, but not limited to, is attached in the Annexure 'A'.

Tier 2 CPs' showing exceptional growth may be given the opportunity to sell additional BSNL products / services like MPLS VPN, leased circuits etc. on a trial basis. This will be at the sole discretion of BSNL.

Name of CP

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A prospective Tier 2 Channel Partner (Tier 2 CP) shall be a direct supplier of hardware and telecom products (e.g. Computer systems, Servers, Routers, EPABX systems etc.) to Silver customers.

3.0 Eligibility Criteria:

- 3.1 The prospective Channel Partner must be an Indian Registered Company or Firm which could be either a private limited company, private company, proprietorship firm or partnership firm.

Certificate of Incorporation with copy of articles and Memorandum of Association should also be submitted along with response of EOI.

- 3.2 **Annual Turnover** from Telecom / IT / ITES related business of the company should be as given below:

- For Tier 1 CPs': Minimum turnover of **Rs. 2 Crores** in last 2 years
- For Tier 2 CPs': Minimum turnover of **Rs. 50 Lakhs** in last 1 year

Tier 1 CPs' must submit the audited annual report of year 2007- 08 and year 2008 - 09 as proof. Tier 2 CPs' must submit the audited annual report of year 2008 - 09 as proof.

For companies that are yet to close the financial year 2008-09, a provisional revenue statement for the financial year 2008-09 must be submitted.

The prospective CP should submit latest Income Tax returns certificate.

3.3 Experience

The prospective Tier 1 CP shall have experience of implementation of three turn key projects of WAN or IT projects (supply, configuration and maintenance) in the last 2 years (i.e. 2007-08 and 2008-09). Each project should consist of at least ten nodes/locations. The prospective CP will submit report of satisfactory completion from the customers to this effect.

The prospective Tier 2 CP shall have experience of Sales and Marketing of PRI's / ISDN / Data Cards / Broadband services etc. CPs' should provide testimonials to demonstrate their capabilities in selling these services to Silver customers.

3.4 Presence / Reach

The CP must have marketing offices, either directly or through their dealers, spread throughout the Circle in at least 5 cities or more, to evenly cover the entire Circle. Self certification with addresses of establishments should be submitted.

3.5 Manpower

The CP must have sufficient trained manpower to effectively market and sell BSNL's services. The minimum manpower requirements for CPs' are given below:

Name of CP	Designation	Signature of CP
		As a token of acceptance of all

Clauses.

- For Tier 1 CPs': Minimum 5 number of sales personnel and 10 number of field engineers
 - For Tier 2 CPs': Minimum 5 number of sales personnel / field engineers
- 3.6 Channel partners will be required to submit a list of their existing top 10 customers. This should include details of services provided and revenues from each customer, as per the format provided in Annexure 'B'
- 3.7 One CP can provide multiple make of equipments to customers. However, the Channel Partner (CP) will have to provide letters from all the OEM's, whose make of equipments, they propose to supply as resellers. The CPs' will further submit, along with their application, the product catalogue along with price list of the OEM's through which they propose to operate. It is fully understood that catalogue and price list is only for information to BSNL and is subject to change without any intimation to BSNL.
- 3.8 Other telecom service providers cannot be a Channel Partner to BSNL.
- 3.9 **Existing empanelled System Integrators (SI) of BSNL**

BSNL has empanelled various System Integrators (SI's) by the Telecom Circles for similar types of work.

The SI's whose empanelment are valid as on date, can also apply in this EOI for their empanelment as Channel Partners. However, a fresh agreement, incorporating all terms and conditions as per this EOI will have to be signed, subsequent to short listing of these SI's.

Name of CP
Clauses.

Designation

Signature of CP
As a token of acceptance of all

4.0 Roles and Responsibilities:

4.1 Roles and Responsibilities of Channel Partner

4.1.1 Sales and Marketing

- The CP will actively market and promote BSNL's services using own Sales, Marketing and Distribution network. The CP is expected to acquire business from Silver customers within entire telecom Circle.
- The Channel Partner is free to develop their own network in Circle either directly or through partners for Sales and Marketing of BSNL's services
- The CP is expected to achieve minimum sales targets set by BSNL

4.1.2 Tariffs and Pricing

- Fixing of tariff for BSNL's services is the sole prerogative of BSNL and the CP shall not quote to customers any charges, other than those as prescribed by the BSNL for subscription of BSNL Services.
- Incase of competitive tariff from other operators and / or any specific requirement of the customer, the Channel Partner will bring it to the notice of BSNL Channel Manager for providing competitive pricing.
- Specific decisions taken by BSNL in a particular case will not be quoted by CPs' to other customers, unless specifically authorized by BSNL.

4.1.3 Service Delivery

- BSNL and CP will jointly address the telecom requirements of the customers.
- The equipment required by the customers shall be procured and provided by the CP directly to the customers at their own cost. Time schedule will have to be adhered as per requirements of customers. In case customers require procurement of the equipment through BSNL, CP will get in touch with Channel manger to fulfill such requirements.
- The CP will make all the efforts to get the services commissioned within the stipulated time frame. Any cases pending for more than a month will be reviewed separately by the Channel Manager from BSNL.
- For providing last mile connectivity to the customer, CP will coordinate and pursue with concerned BSNL authorities as well as with other agencies/Departments (other offices of BSNL, contact person of customer etc.) to enable the same and complete the project in time.

4.1.4 Service Assurance

- The CP is expected to receive customer complaints and escalate these complaints for resolution to BSNL, as and when required

Name of CP

Designation

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Clauses.

- Tier 1 CP shall provide all assistance in restoration of the service in case of disruption of services to the customer
- CP should pass on the warranty extended of OEM's products to the customer
- CP should have necessary resources/capabilities to provide the AMC (Annual Maintenance Contract) to the Customer for their End Equipments, their network on LAN / WAN etc as per their requirement. The CP must give a commitment to provide AMC for a minimum period of 3 years. However, decision of the customer will be final with respect to the duration of AMC, as per his / her requirement.
- The CP should provide support to existing customers by conducting periodic visits, answering queries, clarifying issues etc. The CP should solicit the support for BSNL Channel Manager as and when required for these activities

4.1.5 Reports and MIS

- CPs' are expected to provide MIS to BSNL Channel Managers. MIS may include customer details, their requirements, business acquired by CP etc or any other information as indicated by BSNL.

4.1.6 Manpower

- CP should ensure that adequate trained/skilled personnel are recruited or assigned, in numbers, qualification and experience for Sales and Marketing of BSNL's services to achieve the desired target.
- The CP shall be fully responsible for the employment and payment of wages to it's employee(s) and shall fully comply with all laws, rules, regulations, notifications, directions orders etc. of the Govt. whether Central, State, Local or Municipal relating to such employment, payment of wages etc. and all others matter connected therewith. CP will indemnify and continue to indemnify BSNL in this regard.

4.1.7 Other obligations of Channel Partner

- The liability to insure the merchandise, if any, in the outlet(s) and in the possession of the CP will be that of the CP and the liability for any loss or damage due to fire, burglary, theft, etc. will be that of the CP.
- BSNL reserves the right to engage Tier 1 CPs' on mutual terms and conditions for various support systems as agreed for improving the customer confidence, for providing support, either fully or partially. The following support activities are also expected of a prospective Tier 1 CP:
 - Single window interface for all its requirements for provisioning, operation and after sales services.
 - Timely provisioning of the services.
 - Reliable Quality of Services (QoS) during operation

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- In case of fault, attending the same within reasonable period of time and with desired promptness.
- CP will provide SLA to customers wherever required by customer. In case of front ending by BSNL, SLA extended by BSNL will have to be signed by CP with BSNL back to back.

4.2 Roles and responsibilities of BSNL

4.2.1 Financial consideration

The incentive / commission structure shall be communicated separately to short listed CPs', along with the Agreement. Broadly, the incentive will be divided into upfront commission, renewal commission, target commission etc. and will be at par with industry standards.

4.2.2 Marketing Support

BSNL shall at its discretion promote services to Silver customers under this Agreement. The expenses for the promotion campaign and the extent and scope of such media advertisements etc. shall be at the sole discretion of BSNL. However, certain role may be assigned to the CPs' wherever considered necessary. The CP shall duly follow the policies and directives of the BSNL in the marketing, promotion and advertising of the Services.

BSNL may provide promotional materials like brochures, collateral's to the CPs'.

4.2.3 Pricing

A standard tariff card along with any bulk booking discounts, if any applicable, will be made available to the Channel Partners for marketing and selling of the services

Over and above, the BSNL Channel Manager shall inform the CPs' of any other charges and tariff changes to facilitate the conduct of business on behalf of BSNL.

4.2.4 Target customer segment

BSNL will directly service the Voice and Data requirements of certain identified customers within the Circle, known as Platinum and Gold customers. A list of these customers will be provided to successfully empanelled CPs'. CPs' will target rest of the corporate customers known as Silver account as per BSNL's classification of Enterprise customers and CPs' will be debarred from accessing the customers falling into Platinum and Gold category.

4.2.5 Performance review

BSNL Channel Managers will periodically review the performance of CPs' against the targets set for each CP.

Name of CP

Designation

Signature of CP

As a token of acceptance of all

Clauses.

4.2.6 Training

BSNL will provide technical / service training and product information to empanelled CPs' in order to familiarize them with BSNL's product portfolio, tariffs, discounts etc.

5.0 Process flow for leads generated

Types of Possible Sales: There could be two situations in which small and medium corporate customers may be serviced by CPs'

5.1 Customer lead generated by CP

- Channel Partners must provide regular updates on new leads to the BSNL Channel Manager. An indicative list of details to be provided are give below:
 - Name of customer
 - Product / service required
 - Approximate deal value
 - Expected date for completion
 - Current status of lead
- The CP will receive a provisional lock-in code for this customer. Such a code may be given to multiple CPs' at this stage for a single customer. Only the BSNL channel manager will be able to identify all the CPs' targeting a particular customer.
- The CP who receives the order and collects payment against the order will receive complete lock-in for the customer and will become eligible for payment of the incentive.

5.2 Customer lead provided by BSNL

- Points will be allocated for the business generated from each CP for every quarter. For example, points will be given for the number of leads generated, along with the revenues booked in the quarter.
- New leads originating from BSNL will be allocated to CPs' in proportion to the accrued points earned by each CP.
- The CPs' may choose to refuse the allocated lead, in which case the lead may then be allocated to the next CP. However, persistent refusal by the CP may lead to his disqualification.
- In case BSNL is lead bidder or services from BSNL are specifically demanded by the customer, quotation from the selected CP will be taken and the same will be quoted to the customer after taking relevant taxes into consideration.

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- The CP will furnish a certificate to BSNL that the charges made to customers for Customer's requirement are fair and reasonable.
- Incentive to CP will be applicable only on BSNL portion of services

6.0 Terms and conditions:

6.1 Duration of Empanelment

- The CPs' shall be empanelled for a period of ONE YEAR from the date of signing of the Agreement.
- If at any stage during the tenure of this agreement, it comes to the notice of BSNL, directly or through some other source, that the Channel Partner had misrepresented the facts or submitted any false information or hidden any information, the agreement shall stand terminated immediately under intimation to the Channel Partner.
- The short listed CPs' should sign the Agreement with BSNL within 10 days of intimation of empanelment, otherwise they would stand disqualified

6.2 Extension of Agreement:

- BSNL may extend, if deemed expedient, the period of agreement by ONE YEAR at a time, which will be based on the annual performance of the CP. The decision of BSNL shall be final in regard to the grant of extension.
- After the expiry of initial agreement period of one year, BSNL reserves the right to refuse the request for extension, modify some/ all the clauses of the agreement.

6.3 Area of Operation

- CPs' will have jurisdiction to operate within the entire telecom circle, as defined by BSNL.

6.4 Exclusivity

A written assurance guaranteeing the following shall be provided by Channel partner as indicated below:

"The channel partner shall market the product/services of BSNL on an exclusive basis. In a situation that the CP is found to market product/services of any other telecom services provider, then BSNL can cancel its contract with the CP on an immediate basis."

6.5 Targets:

- BSNL will fix annual targets for each CP, which will be decided through mutual agreement based on the resources deployed and competitive scenario. However, BSNL's decision in fixing the targets will be final.
- Further, this target will be split into quarterly targets which will be constantly monitored. The targets can be increased / decreased depending on the performance of the CP.

6.6 Performance Review Mechanism

- Performance of CPs' will be reviewed on a quarterly basis against the targets set.

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- Non-achievement of the targets for two consecutive quarters shall be treated as non-performance. BSNL will be free to take action as deemed fit including termination of the Agreement.
- In addition, BSNL may choose to adopt a rating mechanism for CPs'. In this case, CPs' may be classified into different Grades, based on evaluation criteria. Details of this mechanism will be communicated separately to successfully empanelled CPs'.

6.7 Payment Terms and Conditions

- The details of the mechanism of payment of discount / commission to CPs' will be detailed in the Agreement to be signed with shortlisted CPs'.
- Any sum of money due and payable to the CP shall be appropriated by BSNL and the same may be set off against any claim of BSNL for payment of a sum of money arising out of this Agreement or under any other Agreement / contract made by the CP with BSNL.

6.8 Performance Bank Guarantee (PBG)

- All short listed CPs' should submit the PBG as per the format (attached as Annexure 'C') of the following amount before signing the Agreement with BSNL for empanelment:
 - **For Tier 1 CPs'** the PBG amount shall be Rs **5 lakhs**
 - **For Tier 2 CPs'** the PBG amount shall be Rs **1 lakh**

6.9 Collections

- The CP is authorized to collect cheque / DD drawn in the name of BSNL, from the customer for the telecom service/services offered by BSNL through CP. However, the CP will have to hand over the collected cheque / DD to the Channel Manager latest by the next working day.

6.10 The short-listed CPs' need to sign an agreement with BSNL, which shall be made available to all shortlisted CPs' at the time of empanelment.

6.11 Normally, the terms and conditions of the agreement will not be changed during the agreement period. However, the terms and conditions of the agreement may be modified in certain cases to address new developments in the competitive environment by mutual consultation. The decision of BSNL will be final in this regard.

6.12 In the event of termination of this agreement consequent upon breach of any of the terms of this agreement by CP, or if CP fails to perform/execute the contract, CP may be debarred by BSNL for a period of 3 years for all future dealings with BSNL.

6.13 BSNL shall have no liability or obligation for any State or Local Govt. Levies / Taxes for providing services by CP under this Agreement.

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6.14 Either BSNL or the CP shall be at liberty to terminate this Agreement at any time without assigning any reason by giving 30 days notice to the other party.

6.15 **Penalty Clauses**

Delayed Supply:

CP must adhere to the timelines for supply of equipment as agreed with the customer, or within a maximum period of six weeks. Instances where this time limit is not being followed should invariably be brought to the notice of the Channel Manager.

Repeated violation of this clause may debar the CP from receiving any leads from BSNL in future, and may further make him ineligible for continuing as a Channel Partner of BSNL.

Service Level Agreement (SLA):

In certain cases, it may be required to offer SLA to the customer. If the SLA offered is not adhered to, BSNL may deduct the amount at actuals which BSNL needs to pay to customer, from CPs' balance payment or security deposits, if due to failure on the part of CPs', BSNL could not meet the SLA / PO conditions.

Performance Bank Guarantee:

Without prejudice to its rights and any other remedy, BSNL may en-cash PBG in case of any breach of terms and conditions of the agreement or in case of business loss suffered by BSNL due to failure of service on the part of CP.

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Clauses.

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7.0 Submission of Application for Empanelment :

- 7.1 Application giving the details is to be made on the company's letter head. A copy of this EOI duly signed in on each page as a token of acceptance of all clauses be submitted along with application form.
- 7.2 The following documents in addition to signed copy of EOI are required to be submitted along with the application:
- Certificate of Incorporation of the Company with copy of Articles & Memorandum of Association.
 - Latest Income Tax Clearance.
 - Earnest Money Deposit: - Rs. 25000 /- (Rupees Twenty five thousand only) for Tyre-I and Rs. 10000/- for Tyre-II in the form of DD.
 - Tier 1 CPs' must submit annual reports of last two years, together with copies of Audited balance sheets of 2007-08 and 2008-09.
 - Tier 2 CPs' must submit annual report and audited balance sheet of 2008-09
 - Organizational chart & Infrastructural details with the list of marketing offices within the Circle along with web site details.
 - Certificate of Experience as defined in Eligibility criteria along with customer details, project profile with dates, addresses & telephone numbers of the customers. The same must be provided for the Top 10 customers of the Channel Partner.
 - Letter from all the OEM's (Original Equipment manufacture) whose make of equipments they proposed to supply as reseller.
 - The CPs' are supposed to submit along with their application the product catalogue along with price list of the OEM's with whom they are sales partner and through which they propose to operate.
 - Willingness to supply equipments on lease as per customer requirements. All investments will be done by CP in such cases. The CPs' willing to supply equipments on lease need to mention this. The CP can mention in their willingness letter the value up to which they are willing to supply on lease. A list of such CPs' will be maintained separately. Quotations for such cases will only be asked from such CPs' only.
 - Willingness letter to work across the Circle.
 - Undertaking that they will submit applicable PBG of Rs 5 lakh or 1 lakh as the case may be, within 3 weeks of approval, in the format specified in the EOI.

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- Self certified details of manpower employed by CP are to be provided. Applicant should provide name and qualification of all personnel with respect to evaluation criteria (Clause 8.2).
 - Any other documents as per eligibility conditions.
- 7.3 All costs & expenses associated with submission of application shall be borne by the CP submitting the application and BSNL shall have no liability in any manner in this regard or if it decides to terminate the process of short-listing for any reason whatsoever.
- 7.4 The application may be sent in a sealed cover marked "Application for Sales and Marketing of BSNL Voice and Data Services for BSNL Silver Enterprise customers" to AGM(Channel Partner)Phone 0674-2541900 fax no.0674-2540900 email das_niranjan@yahoo.co.in
- 7.5 The applicant should clearly mention if they are applying to be Tier 1 or Tier 2 Channel Partners on the cover of the envelope.
- 7.6 The evaluation of the application will be carried out by taking into consideration the eligibility criteria as mentioned in applicable clause of EOI.
- 7.7 Non submission of above required documents will amount to rejection of EOI document.
- 7.8 The right to suspend the short-listing process or part of the process to accept or reject any or all applications at any stage of the process and / or to modify the process or any part thereof at any time without assigning any reason thereof is reserved by BSNL without any obligation or liability whatsoever.

Note: However BSNL at its discretion may decide to ask for any documents/clarifications after the receipt of EOI document, which will be submitted by the channel Partner within a **time limit specified** by BSNL, falling which the EOI will be rejected.

Name of CP
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8.0 Evaluation criteria for applicants

8.1 A committee will scrutinize all the bids received. The bids that do not meet the eligibility requirements will be summarily rejected and the list of eligible bids will be prepared.

8.2 Evaluation of the eligible bids will be done on following criteria:

Evaluation criteria for Tier 1 Channel Partners

S. No.	Parameter	Maximum Marks
1	Annual turnover: (20 marks for Rs. 2 Cr turnover per year. 1 additional mark for every additional Rs. 2 Cr turnover averaged over a period of 2 years)	25
2	Experience: No. of turnkey WAN or IT project implementations (10 marks for 3 WAN or IT project implementations. 1 additional mark for every additional 3 WAN or IT project implementations)	20
3	Presence / reach: No. of cities covered by own office or through dealers / channel partners offices within the Circle (5 marks for 5 cities covered. 1 additional mark for every additional 1 city covered)	15
4	Manpower: No. of employees with professional degrees (e.g. BE /B.Tech /MBA /MCA/Diploma etc.) employed within the Circle (5 marks for 5 employees. 1 additional mark for every additional 1 employee).	10
5	Interview Interview will also cover sales projections for BSNL's services over next 3 years, assumptions made, and strategy to achieve the same. The breakup of these marks (10 each) on different parameters: (a) Capability to services customer (current and future) (b) Likely cannibalization of BSNL's Platinum and Gold customers (higher chance of cannibalization implies lower marks on this criteria) (c) Motivation for Silver Account business (current and future)	30

Name of CP

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Evaluation criteria for Tier 2 Channel Partners

S. No.	Parameter	Maximum Marks
1	Annual turnover: (20 marks for Rs. 50 lakh turnover per year. 1 additional mark for every additional Rs. 50 lakh turnover averaged over a period of 2 years)	25
2	Presence / reach: No. of cities covered by own office or through dealers / channel partners offices within the Circle (5 marks for 5 cities covered. 1 additional mark for every additional 1 city covered)	20
3	Manpower: No. of employees with professional degrees (e.g. BE /B.Tech /MBA /MCA / diploma etc.) employed within the Circle (5 marks for 5 employees. 1 additional mark for every additional 1 employee)	15
4	Interview Interview will also cover sales projections for BSNL's services over next 3 years, assumptions made, and strategy to achieve the same The breakup of these marks (10 each) on different parameters: (a) Capability to services customer (current and future) (b) Likely cannibalization of BSNL's Platinum and Gold customers (higher chance of cannibalization implies lower marks on this criteria) (c) Motivation for Silver Account business (current and future)	30

8.3 Evaluation will be done based on the criteria defined above. The applicants will be ranked from top to bottom on the basis of the aggregate marks obtained by them.

Name of CP











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Annexure – 'A'

BSNL products and services to be marketed by Channel Partners

BSNL products / services	Available for sale through Tier 1 CPs'	Available for sale through Tier 2 CPs'
Voice services <ul style="list-style-type: none">• PSTN• WLL• Mobile / CUG• Blackberry• 3G voice• PRI• Centrex• Voice VPN• EPBX Systems		
Mid-range data services <ul style="list-style-type: none">• Broadband• Data cards<ul style="list-style-type: none">– NIC 1.0x– EVDO– 3G		
High-end data services <ul style="list-style-type: none">• MPLS VPN• Internet Leased Lines• Domestic Leased Circuits• Intl. Leased Circuits• VSAT		
Managed services <ul style="list-style-type: none">• Managed bandwidth• MLLN		
Other services <ul style="list-style-type: none">• Unified messaging• Web co-location• Surveillance services• Web conferencing• Audio conferencing• Video conferencing• Fleet mgmt. system• Other Value added Service		

Name of CP
Clauses.

Designation

Signature of CP
As a token of acceptance of all

Annexure – 'B'

Customer information format – to be completed for top-10 customers

S. No.	Name of customer	Approx. revenues from customer in 2008-09 (Rs. Lakhs)	Products / services sold or provided to this customer in 2008-09
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Name of CP
Clauses.

Designation

Signature of CP
As a token of acceptance of all

Annexure- 'C'

PROFORMA FOR PERFORMANCE BANK GUARANTEE

To

BSNL

In consideration of the BSNL having agreed to sign an agreement with M/s _____ to _____ (hereinafter called 'Channel Partner') to provide Voice and Data services (hereinafter called 'the Service') to BSNL subscribers as per the agreement No. _____

_____ (hereinafter called 'the said agreement') on the terms and conditions contained in the said agreement, which inter-alia provides for production of a Bank Guarantee to _____ the extent of Rs. _____ (in words _____)

_____) for the service by way of security for the due observance and performance of the terms and conditions of the said agreement. We _____

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

2. We, the Bank, hereby undertake to pay BSNL an amount not exceeding Rs.(Rupeesonly) against any loss or damage caused to or suffered or would be caused to or suffered by BSNL by reason of any breach by the said Channel Partner of any of the terms and conditions contained in the said agreement including failure to extend the validity of this guarantee or to give a fresh guarantee in lieu of the existing one.

3. We, the Bank hereby, in pursuance of the terms of the said agreement, absolutely, irrevocably and unconditionally guarantee as primary obligator and not merely as surety the payment of an amount of Rs. _____ (Rupees Only) to the BSNL to secure due and faithful performance by as Channel Partner of all his/their obligations under the said agreement.

4. We, the Bank hereby also undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the BSNL by reason of breach by the said as Channel Partner of any of the terms or conditions contained in the said agreement or by reason of as Channel Partner's failure to perform any of it's obligations under the said agreement."

5. We, the Bank, hereby agree that the decision of the BSNL as to whether as Channel Partner has failed to or neglected to perform or discharge his duties and obligations as aforesaid and/or whether the service is free from

Name of CP

Designation

Signature of CP

As a token of acceptance of all

Clauses.

deficiencies and defects and is in accordance with or not of the terms & conditions of the said agreement and as to the amount payable to the BSNL by the Bank hereunder shall be final and binding on the Bank.

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

(a) the Guarantee herein contained shall remain in full force and effect for a period of one and half years from the date hereof and that it shall continue to be enforceable till all the dues of the BSNL and by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL satisfies that the terms and conditions of the said agreement have been fully and properly carried out by the said as Channel Partner and accordingly discharged this guarantee.

(b) The BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance of any obligations by the said as Channel Partner from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said Channel Partner and to forbear or to enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation or extension being granted to the said Channel Partner or forbearance act or omission on the part of the BSNL or any indulgence by the BSNL to the said Channel Partner or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

(c) Any claim which we have against Channel Partner shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of the BSNL exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of us hereunder remains owing and outstanding.

(d) This Guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by Channel Partner.

7. We the BANK undertake not to revoke this Guarantee during its currency except with the previous consent of the BSNL in writing.

8. Notwithstanding anything contained above, our liability, under the Guarantee shall be restricted to Rs. and our Guarantee shall remain in force until year from the date hereof. Unless a demand or claim under this Guarantee is made on us in writing within this date i.e. all your rights under the Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

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

Name of CP

Designation

Signature of CP
As a token of acceptance of all

Clauses.

In the presence of Witnesses:

Signature
Name
Occupation
Address

Signature
Name
Occupation
Address

Place
DATE

Place
DATE

Name of CP
Clauses.

Designation

Signature of CP
As a token of acceptance of all