

arrange the bandwidth connectivity from that data center to nearest BSNL POP where bandwidth is available & from there Bandwidth will be provided by BSNL free of cost. The BW connectivity from MPLS IP backbone shall be enhanced by BSNL at BSNL's cost as per the requirement.

- 5.1.1. BSNL shall also provide Internet bandwidth connectivity as per requirement free of cost to MVS platform in the same manner as MPLS Bandwidth, to facilitate MVS customers to access MVS hosting infrastructure via Internet for viewing portal and live/ recorded video from tablet/ laptop/ smart phone.
- 5.1.2. Any other bandwidth connectivity (like bandwidth connectivity for NOC, call center of MVSSP) required shall be arranged by the MVSSP at its own cost.
- 5.2. Broadband connection (on copper wire or FTTH etc)/ Leased lines etc. to customer premises for extending MVS and connecting Video cameras etc. to MVS platform shall be procured by customers from BSNL separately. Revenue earning from this shall be completely retained by BSNL and there shall be no revenue sharing from this to MVSSP.
- 5.3. BSNL will provide free of cost the access to BSNL payment portal for integration with MVS portal for online subscription.
- 5.4. BSNL will provide the linkage on BSNL web-site to MVS portal free of cost.
- 5.5. Customer orders and invoices shall be in the name of BSNL. BSNL shall be responsible for the issue of the bills to the customer and revenue collection for Post-paid and pre-paid service.
- 5.6. BSNL should have access to a reporting portal showing the infrastructure availability, service availability, performance based on certain pre-defined parameters, service interruptions and summary list of complaints etc. on daily, weekly and monthly basis.
6. **Duration of the contract period** (Clause 8 section 3 of EOI Document) ;
  - 6.1. Duration of contract is 5 years from the date of commissioning and "Ready to Use" MVS for offering services to the end customers. After five years also, the contract can be extended in block of two years at the liberty of BSNL on mutually negotiated terms and conditions including commercials.
7. **Prices:**

For Managed Video Surveillance (MVS) Service revenue share to BSNL shall be 7.0% (Seven).

Note:- The revenue share offered to BSNL is net of all statutory levies & taxes like License Fee , service taxes and Commissions i.e. approved revenue share % to BSNL shall be applied on revenue from end customer net of all statutory License fee , levies , taxes and commissions.
8. **Confidentiality:** (clause 9, Section 3 of EOI Document)



- 8.1. The MVSSP shall take adequate and timely measures to ensure that information provided through it as part of this contract/agreement shall be kept confidential, secured and protected and shall not be divulged to any unauthorized person/ firm.
- 8.2. Bidders (MVSSP) shall treat all documents / data / software or part of them, which BSNL may provide or MVSSP shall access, as strictly confidential and maintain secrecy for the same.
- 8.3. The MVSSP shall maintain full confidentiality of the data supplied by BSNL. Under no circumstances the MVSSP shall divulge/reveal/share such data for the purpose other than for meeting BSNL's requirement. Any violation of this confidentiality clause may result in suitable penalty and /or termination of the contract, forfeiture of SD/ encashment of PBG. BSNL shall reserve the right to blacklist the MVSSP on all India basis. The decision of BSNL shall be final in this regard and binding on the MVSSP.
- 8.4. Supplier (MVSSP) shall not publish, disclose any information about, make available or otherwise dispose of the document / data / software or any part or parts thereof to any third party, directly or indirectly without prior written consent of BSNL.
- 8.5. Supplier (MVSSP) shall restrict access to the documents/data/software only to those of their employees to whom it will be felt necessary and relevant for the contact center operations and shall draw the provision of this commitment to BSNL made by the MVSSP, to the personal attention of those of its employees to whom access to the document/data/software will be granted.
- 8.6. BSNL may terminate the contract, in case confidentiality as above is not maintained by the MVSSP
9. **Fixing of Tariff** (clause 10, Section 3 of EOI Document) ;
- 9.1. Tariff for MVS services with suitable line items like fixed monthly service rental, storage charges, etc shall be finalized by BSNL in consultation with the MVSSP within 15 days time of providing proposal by MVSSP. The tariff plans will be regulated, maintained and reviewed by BSNL and MVSSP from time to time.
10. **Bill issue and revenue collection** (clause 11, Section 3 of EOI Document)
- 10.1. BSNL shall be responsible for all commercial functions of bill issue and its collection for MVS services provided to BSNL customers under this contract. The services shall be billed as part of Broadband/ Basic Telephony services provided by BSNL.
- 10.2. MVSSP shall not provide any additional service directly to customers and charge money from them.



- 10.3. Security deposit levied on account of rental CPE, if any, shall be billed, collected and kept by BSNL. Depending on the case BSNL will refund the security deposit to the customers on closure of service/final settlement.
- 10.4. For CPEs billed through BSNL to Govt institutions and central/state government PSU, on monthly rental basis, BSNL shall retain 10% as collection margin on the realized amount. BSNL shall pass-on remaining 90% amount to the MVSSP against monthly invoices raised by MVSSP, after deduction of statutory levies/ license fee etc. as applicable.
- 10.5. In case BSNL participates in surveillance tenders through its EB unit, EMD and PBG as demanded by the customers shall be provided back to back by the MVSSP.
- 10.6. For CPEs billed through BSNL to Govt institutions and central/state government PSU, on outright sale basis, BSNL shall retain 10% as collection margin on the realized amount and additional 20% for securing the interest of BSNL to cover against the penalty (if any) imposed by the end customers towards CPE. BSNL shall pass-on remaining 70% amount to the MVSSP against monthly invoices raised by MVSSP, after deduction of statutory levies/ license fee etc. as applicable. Additional 20% amount deducted as above shall be reimbursed to MVSSP after 1 year of realization of payment from respective customer.
- 10.7. The MVSSP shall provide access of MVS billing system to an officer nominated by ITPC circle of BSNL for respective zones, who will download billing feed-file generated in the prescribed format from MVS Billing system every month, for including it while generating bills for Landline/broadband customers.
- 10.8. BSNL shall have right to use the detailed IPDR provided by franchisee for settlement of any grievances raised by customer, and MVSSP shall indemnify BSNL against any such liabilities that may arise on account of this. MVSSP shall provide a login ID in MVS portal to nodal AO in each SSA for handling such billing complaints.
- 10.9. The terms and conditions of payments by customers shall be governed by BSNL's rules from time to time. The disconnection and reconnection practice for payment by defaulters shall be enforced.
11. **Health Check** (Clause 4.12 , section 5 Part B of EOI document)
- 11.1. System health check is required for live monitoring and detailed system performance metrics system components, including all server side software applications, and IP cameras.
- 11.2. System shall be capable of exporting performance analysis results.
- 11.3. System shall offer a user interface designed to enable the management of the following:



- i. System logs
- ii. System alerts
- iii. Audit trail
- iv. Performance
- v. Redirection to various outputs such as windows event log and e-mail

12. **Time period for Launch of Managed Video Surveillance (MVS) service** (clause 3, Section 5 Part A of EOI Document)

12.1. The MVSSP referred as "MVSSP" shall make ready the MVS platform, demonstrate the service delivery mechanism (as further defined in Para below), for declaring "Ready to use" of Managed Video Surveillance (MVS) services" within 4 months from the date of placement of Work Order (WO) on the MVSSP (MVSSP).

12.2. MVSSP shall provide the service demonstration schedule which will be approved by BSNL in consultation with MVSSP. BSNL shall perform the demonstration of service delivery mechanism strictly as per the schedule finalized.

12.3. The service delivery demonstration shall be seen by a team designated by BSNL, in order to ensure that the MVS has been deployed properly & integrated to BSNL's network and that the quality of Services offered to the customers shall be at a satisfactory level. In service delivery demonstration, the provisioning, CDR generation, and SLA tool established shall also be seen.

MVSSP shall provide at its own cost, the software programs and testers required for carrying out the demonstration of service.

12.4. NMS/SLA measurement tool shall be able to provide all the operational parameters including the downtime of services for the calculation of SLA penalty. These shall be verified as part of the verification of service delivery mechanism before declaring "launch of MVS".

12.5. **Initial Applications required on MVS :** The MVS services at least should have the following basic applications at the time of the launch; Additional applications can be added later:

- i. Line crossing/ Intrusion detection
- ii. Unattended object
- iii. Loitering
- iv. Scene change

12.6. Based on service demonstration test report, BSNL shall declare MVS platform "Ready to Use". This date shall be the date of reference for the contract period.

13. **MVS Rollout target** (clause 4, Section 5 Part A of EOI Document)



13.1 In order to quickly proliferate the MVS services it is imperative that MVSSP put a Roll out program in place and monitor closely the rollout.

13.2 The minimum rollout obligations shall be carried out by the MVSSP so as to achieve following revenue targets (Year 1 shall be counted from the date of Launch of Service i.e. declaring MVS service "Ready to Use"):

- a) "Year 1" : Minimum revenue (billed by BSNL to end customer) of Rs 20 lakhs .
- b) "Year 2 and so on : A minimum of Rs 40 lakhs Revenue per year

Here Revenue means: Amount billed by BSNL to end customers in that year.

13.3 If the MVSSP is not able to meet the above revenue targets then MVSSP shall compensate BSNL for the shortfall in BSNL revenue share as would have accrued to it based on revenue target in the respective year. In case the MVSSP does not pay BSNL this amount then BSNL reserves the right to terminate the contract and forfeit the full performance Bank Guarantee.

13.4 Further, in the exigency of business and also depending on business requirements, BSNL during the period of the contract shall be at liberty to appoint more MVSSP.

14 **Penalty** (clause 5, Section 5 Part A of EOI Document)

14.1 **Liquidated Damages** – Failure to get declared MVS platform "Ready to use" with in the stipulated period of 4 months from the date of award of work, shall result in imposition of penalty of Rs. 1,00,000 per week of delay for a period of six weeks and thereafter, INR 2,00,000 per week of further delay for another six weeks. Delay beyond 12 weeks may attract forfeiture of the PBG and cancellation of contract, at the discretion of BSNL.

14.1.1 Upper ceiling of penalty so imposed shall be INR 18 Lakhs.

14.1.2 BSNL reserves the right to initiate any other legal/ administrative proceeding as deemed fit

14.2 **Operational Performance and SLA:** MVSSP shall be solely responsible for providing SLAs agreed with the end customers.

14.2.1 In case of breach of SLAs agreed with the customers, SLA and any other penalty shall be borne by MVSSP only.

14.2.2 MVSSP shall have NMS for Operation & Monitoring the MVS Platform availability and the performance. MVSSP shall also establish the SLA measurement tool.

15 **Payment Terms (Revenue Collection and Sharing)** (clause 6, Section 5 Part A of EOI Document)

