



Tender No: / / / issued on / /

**TENDER**  
**FOR**  
**DEPLOYMENT OF SYSTEM FOR**  
**SALES FORCE AUTOMATION SOLUTION**

**TENDER ENQUIRY NO.:** / / / issued on / /



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Bharat Sanchar Nigam Limited  
(A Government of India Enterprises)  
**Tender for Deployment of Sales Force Automation Solution (SFAS)**

No. / / /

Date:

**TENDER DOCUMENT**

- 1. Introduction: BSNL is currently operating** its 2G & 3G Cellular Mobile services across the country except in Delhi & Mumbai. BSNL hereby invites online proposals through E-tender process from interested & eligible companies for deployment of Sales Force Automation Solution (SFAS). SFAS will be **Android and iOS mobile application (APP) based solution**. The bidder has to provide the requisite hardware & software, install, commission and subsequently Operate & Maintain Sales Force Automation Solution. SFAS will capture raw data from various elements/ systems/Sales channel of BSNL's mobile network, process the same to provide effective SFAS facility to BSNL. The user base for the Sales Force Automation Solution (SFAS) will be about 10000 for Pan India. Number of users of Sales Force Automation Solution (SFAS) may increase/decrease depending upon requirement of BSNL.
- 2. Eligibility Conditions:** The Eligibility criteria for qualifying companies to participate in Tender shall be as below:
  - 2.1** The Bidder should be a Company/ Limited Liability Partnership (LLP)/Proprietorship firm registered & incorporated under the Indian Companies Act, 1956/2013/Limited Liability Partnership Act 2008/ respectively, including any amendments, re-enactments thereof.
  - 2.2** The Bidder or its parent company shall have a minimum average annual financial turnover of INR 3 (Three) Crore during last 3 financial years, ending 31st March of the previous financial year, i.e. 2016-17. Audited annual report shall be submitted for this purpose.
  - 2.3** The Bidder Company should have the experience of at least one year after 31.12.2014 in handling of Android/iOS mobile APP based solution for inventory management/tracking with at least two other Companies individually (i.e experience of at least 1 year with each company) having combined user base of 1000 .
  - 2.4** In case the bidder is not meeting the experience criteria as mentioned above then bid can be submitted through a legally bound consortium as per format enclosed at Annexure VII of Tender with a company who is having the experience as per the above para 2.3.
  - 2.5** In case of consortium bid, maximum number of members in the consortium can be 2 i.e one bidder & one consortium partner.
  - 2.6** In case of consortium bid, Lead bidder or its parent company has to fulfill the turnover criteria itself. Turnover of the consortium partner will not be considered for the turnover eligibility.
  - 2.7** In case of consortium bid, lead bidder shall have the experience of two years in implementing IT services.



- 2.8** Bidder (in case of single bidder) and either Bidder or Consortium partner (in case of Consortium bid), should have either CMMi Level 3 (or above) certification for software development or ISO 27001 certification.
- 2.9** The Bidder Company/parent company/ Consortium Partner Company shall not have substantial equity stake (10% or more) in and of any Basic services/ Cellular services/ Internet services/ Unified Access services/ National Long Distance services operating company(ies) in India or their promoters or vice versa. Even at a later date, if there is a substantial change in the ownership structure of the company leading to the above mentioned types of companies/promoters getting more than 10% stake, then BSNL reserves the right to terminate the contract.
- 2.10** The Bidder Company/ parent company/ Consortium Partner Company shall not be a licensed service provider to provide Basic services/ Cellular Services/ Internet services/ Unified access services/ NLD services anywhere in India.
- 2.11** The Bidder Company/ parent company/ Consortium Partner Company shall not have been banned by central/ state governments/ PSUs. The bidder is required to submit self certification in this regard in the technical bid.
- 2.12** In case a bid is being submitted through a legally bound consortium, then following are also applicable for consortium bids:
- i. Consortium agreement as per the Annexure VII shall mention the details of scope of works and relationship, including commercial agreement and shall be submitted in the technical bid.
  - ii. Only bidder will interact with BSNL for all obligations/payment.
  - iii. The bidder is not permitted to be a consortium member under another bidder for this project.
  - iv. No change in consortium members i.e. addition or dropping of a member shall be permitted after the submission of the bid.

### **3. EMD/ Bid Security :-**

Bidder Company will have to deposit Bid Security in form of Bank Guarantee/DD issued from Nationalized/Scheduled Bank of India ( issued from a branch located in India) valid for a period of 180 days from the date of Tender opening along with the proposal (Annexure-III). The value of Bid Security will be 18 lakhs.

### **4. List of documents to be submitted as part of the proposal:**

- 4.1** Copy of the Articles & Memorandum of Association of the Lead bidder/ LLP Agreement governing the mutual; rights and duties among the partners and among the LLP and its partners alongwith the subscription sheet to the LLP agreement duly signed by all the partners and witnessed by the CA/CS/Advocate in practice.
- 4.2** Latest list of Directors on the board of the Company with their address (es), contact telephone numbers, Email Ids, DIN of each director, CIN of the company, etc/ Latest list of the Partners of the LLP alongwith the Designated Partner Identification Numbers of all



- the partners (DPINs), and the registration Certificate of the LLP, LLPIN number, Service Tax and PAN of LLP.
- 4.3** Board's resolution in favor of authorized signatory/ Authorization in favor of Designated Partners of the LLP.
- 4.4** Power of Attorney duly notarized on non-judicial stamp paper of INR 100/- in favor of authorized signatory/ Power of Attorney by Designated Partner in favor of the LLP duly notarized on non judicial stamp Paper of INR 100/-.
- 4.5** Attestation of the signatures of the authorized signatory by any scheduled Bank/Attestation of the signatures of the Designated Partner and Partners as the case be, by the scheduled Bank.
- 4.6** Audited Annual Reports of the company for the last 3 financial years. In case of non-availability of audited annual report for the latest year, CA certified report may be submitted/ Copies of the statement of Accounts and Solvency and Annual return filed with the ROC.
- 4.7** Turnover certificate from the company's Auditors/ CA for the last 3 financial years regarding turnover as required under the eligibility conditions/ Turnover Certificates from the LLP's Auditors/ CA for the last 3 financial years regarding turnover as required under the eligibility conditions.
- 4.8** NDA duly notarized on non judicial stamp paper of INR 100/- (NDA format enclosed at Annexure-II) in Original as offline.
- 4.9** Contact details i.e. Name, mail id, phone no., mobile no., fax no. of a responsible person for liasoning in this matter/ Contact details i.e. Name, mail id, phone no., mobile no., fax no. of Designated Partners of LLP.
- 4.10** Experience certificate from the said client is required to be enclosed with the technical bid mentioning that the said bidder/consortium partner has implemented the solution satisfactorily along with date of start of solution. The Bidder shall submit references of experiences, as referred to above, in the form of an original certificate from the relevant company signed by the senior official of the relevant company (including name, designation, telephone number, fax numbers and e-mail id of the signatory and that of the network operator). A documentary proof regarding user base of the companies whose experience certificates is submitted may also to be submitted.
- 4.11** If the bidder intends to provide services/solution along with some Consortium partner then the documents to be submitted along with the proposal shall also contain the agreement between/amongst partners clearly defining the responsibilities of each as per the annexed format (Annexure-VII).
- 4.12** The bidder shall submit an irrevocable undertaking duly signed by it and its partner, if applicable, stating that both of them i.e. the bidder and its consortium partner company shall be liable for due performance of the contract jointly and severally, failing which both of them shall be liable to be barred from having any business dealing with BSNL for a period of three years and PBG may be forfeited. (Annexure-VIII).



**4.13** In case of consortium, experience certificate of lead bidder in respect of clause 2.7 is also to be submitted.

**4.14** Undertakings, in support of company not having more than 10% equity stake and not being a licensed service provider as required in eligibility conditions in the Performa enclosed at Annexure-IV.

**4.15** Near relation certificate as enclosed at Annexure-V

**4.16** Non refundable Tender fee amount INR 2,000 through DD/ Banker's cheque.

**4.17** Bid Security as defined in clause 3.

**4.18** Signed Tender Document.

**5. Scope of Work in brief:**

**5.1** Bidder can set up the system for Sales Force Automation Solution (SFAS) at any of the four Zonal Nodal Centers (Chandigarh, Pune, Kolkata, Trichy).

**5.2** Infrastructure (space, power, air conditioning, connectivity) charges will be governed by VAS Infrastructure Charges Policy of BSNL (Annexure-IX). Bidder has to make all integration efforts to connect with required BSNL network elements with interface/ protocol/ APIs as provided by BSNL.

**5.3** Bid Validity will be 150 days from date of opening of tender.

**5.4** The period of final contract will be for 42 (Forty two) months including 6 (Six) months regular deployment cum integration period counted from the date of Work Order (WO) by BSNL. Period of regular contract will be extendable for next two years on year-to-year basis as per existing terms and conditions of the Tender.

**5.5** The bidder and its consortium partner company whose experience is being counted for eligibility, shall be jointly and severally responsible for due performance of the contract including continued post execution support of the project. Similarly both the bidder and its consortium partner company shall be jointly and severally remain responsible for non-performance inter-alia any other act that may lead to barring of business dealing with the bidder (along with its parent company or its consortium partner company) or banning business with them.

**5.6** It shall be bidder's responsibility to ensure total compliance with various directions/ instructions/ guidelines/ recommendations, issued time to time, by the Licensor and/ or the Regulator without any charge from BSNL for the proposed solution. The successful vendor shall also comply with all statutory norms/directives/instructions/ guidelines issued by the Government Of India/ Reserve Bank of India or any other government body/ agency/ regulator dealing with telecom network. The vendor shall pledge to indemnify BSNL for any commission/ omission done or not done either advertently or inadvertently in the course of doing business so envisaged in this Tender that attracts any action in the court of law either civil or otherwise or any tax authority or any other agency or body or constituted nominee of either under the Central or State who is so authorized to act on their behalf.

**5.7** A desirable detailed scope of work has been defined under Annexure-I.



**6. Clarifications of the Tender:**

**6.1** Clarification, if any, may be requested, by the prospective bidder, in writing before 21days of the last date of submission of Tender i.e. latest upto ..... BSNL will issue clarifications, if required, 15 days before the last date of submission of Tender and will be intimated to prospective bidders by email and shall be publicized on BSNL Website. The queries may be sent on email at [hqsalescm@gmail.com](mailto:hqsalescm@gmail.com) and .....latest upto .....

**6.2** Pre-bid conference, shall be arranged in the BSNL C.O premises, details of which will be duly informed.

**7. Submission of Proposals:**

**7.1** E-tender process will be used for the Tender.

**7.2** Tender Document can be obtained in the form of CD from AGM (MMT), , 2nd Floor, BSB, BSNL CO Janpath, New Delhi from ..... or can be downloaded from ‘ETS’portal against submission of the following:

- i. A request letter along with Non refundable tender fee amount INR 2,000 through DD/ Banker’s cheque. The DD/ banker’s cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of “A.O.(Cash), BSNL, C.O. New Delhi” and payable at “New Delhi”.
- ii. Duly Signed NDA on appropriate non-judicial stamp paper of Rs 100/- for which sample format is provided with this DNIT.

**7.3** After submitting EOI Fee & NDA as per para (b) above, bidder is required to register on the E-tender portal <https://www.tcil-india-electronictender.com> . Thereafter, the prospective bidder shall be authorized on e-tender portal by MM cell, BSNL, to access/download the Tender document from the E-tendering portal.

**7.4** The bidders, who had already purchased the earlier Tender document vide CA/CM-S&M/SFAS/T-571/2017 issued on 03/03/2017, after submission of proof for the same, they will be issued the present Tender document without submission of Tender fee. But they will have to submit NDA a fresh.

**7.5** The bidder has to submit single Bid for PAN India.

**7.6** Additional/ ambiguous conditions are not permissible and will render the proposal liable for rejection.

**7.7** Last date/time for submission of online bids and offline documents is ..... Proposals after the specified date and time will not be opened or considered. BSNL, at its discretion, may extend the deadline for the submission of the Proposals.

**7.8** Proposals after the specified date and time will not be opened or considered. BSNL, at its discretion, may extend the deadline for the submission of the Proposals.



## 8. E-tendering Instructions to Bidders

**8.1** For conducting electronic tendering, BSNL HQ is using the portal (<https://www.tcil-india-electronictender.com/>) of M/s TCIL, a Government of India Undertaking.

### 8.2 Tender Bidding Methodology:

Tender process will comprise of Sealed Bid system (single stage-two envelopes) .

#### **Broad outline of activities from Bidders prospective:**

- i. Procure a Digital Signing Certificate (DSC)
- ii. Register on Electronic Tendering System® (ETS)
- iii. Create Users and assign roles on ETS
- iv. View Notice Inviting Tender (NIT) on ETS
- v. Create a Marketing Authority (MA) and assign Tender Search Code (TSC) to its MA
- vi. Download Official Copy of Tender Documents from ETS
- vii. Clarification to Tender Documents on ETS
  - Query to BSNL (Optional)
  - View response to queries posted by BSNL, as addenda.
- viii. Bid-Submission on ETS
- ix. Attend Public Online Tender Opening Event (TOE) on ETS Opening of Techno-commercial Part
- x. View Post-TOE Clarification posted by BSNL on ETS (Optional) Respond to BSNL's Post-TOE queries.
- xi. Attend Public Online Tender Opening Event (TOE) on ETS Opening of Financial-Part (Only for Technical Responsive Bidders)
- xii. For participating in this Tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

### 8.3 Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

### 8.4 Registration

To use the Electronic Tender portal (<https://www.tcil-india-electronictender.com/>), vendor needs to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site.

Pay Annual Registration Fee as applicable.





**Note:** After successful submission of Registration details and Annual Registration Fee (as applicable). Please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated.

TCIL Helpdesk/ ETS Helpdesk	
Telephone	(011) 26202699 (Multiple Lines) [between 9:30 hrs to 18:00 hrs on working days]
Mobile Nos.	98683 93717 / 98683 93775 / 98683 93792
E-mail ID	ets_support@tcil-india.com

BSNL Contact-1	
BSNL's Contact Person	
Telephone/ Mobile	(011) 2371 7844 [between 9:30 hrs to 18:00 hrs on working days]
E-mail ID	

BSNL Contact-2	
BSNL's Contact Person	
Telephone/ Mobile	(011) 2303 7172 [between 9:30 hrs to 18:00 hrs on working days]
E-mail ID	

### 8.5 Bid related Information for this Tender (Sealed Bid)

- (a) Procurement of Official Copy of Tender Document/ addendum  
After the process of registration on ETS portal, , those Bidders who have already procured Tender document offline from MM Cell, BSNL C.O, New Delhi or have downloaded it from BSNL website, would download the official copy of the same Tender Document/ addendum online from the e-tendering portal.
- (b) Online Submission of Bids  
The entire bid-submission would be online on ETS. Broad outline of submissions are as follows:
  - i) Submission of information about Bid Security/ Earnest Money Deposit (EMD) being submitted 'offline' on or before the date & time of submission of bids.
  - ii) Submission of digitally signed copy of Tender Documents/ Addenda
- (c) Submission of Two Electronic Envelopes
  - i) Technical-Part
    - Electronic Form-Mandatory
    - Main-Bid-Mandatory
    - Bid-Annexure (Optional)
  - ii) Financial-Part
    - Electronic Form-Mandatory





- Main-Bid-Mandatory
- Bid-Annexure (Optional)

(Financial price schedule should be uploaded as Main Bid in this part and it should not be uploaded again in the Bid annexure. If a bidder does so then price schedule as per 'Main Bid' only, shall be taken into consideration during financial evaluation.

**NOTE on Electronic Forms:-** If there is any discrepancy between information entered in the electronic form and that as per the supporting documents uploaded by the bidder, then information as per uploaded documents shall prevail over the information in electronic form.

**NOTE:** Bidder must ensure that after above submissions & all other functional steps of the ETS portal the status of bid submission must become – “Complete”. It should be noted that only when 'Status pertaining overall bid submission' becomes 'Complete' then only the bid of a bidder appears in the Electronic Tender Box on ETS portal and can be opened by tender opening committee of BSNL. Even if a bidder submits some parts (as per ETS portal) of the online bid are submitted these will not be transferred to Electronic tender Box until all the steps are completed and 'Status pertaining overall bid submission' becomes 'Complete'. After status pertaining 'Status pertaining overall bid submission' becomes 'Complete' may generate a receipt for 'Confirmation of final bid submission' on ETS portal.

Bidders should refer to User Manual for SO (Supplier Organisation) in USER GUIDANCE link of ETS portal and follow all Do's and Don'ts and other essential settings & guidelines.

Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files. Any error/ virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/ server and will be bidder's responsibility only.

In case the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence.

If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

## 8.6 Offline Submissions:

The bidder is requested to submit the following documents offline to AGM (MMT), BSNL Corporate Office, 2nd Floor, Bharat Sanchar Bhawan, Janpath, New Delhi – 110001 on or before the date & time of submission of bids specified in covering letter of this Tender document, in a Sealed Envelope. The envelope shall bear (name of the work), the Tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. EMD-Bid Security in Original.
2. DD/ Bankers cheque against payment of Tender fee.



3. Non-Disclosure Agreement as per Annexure-II
4. Sealed pass-phrases used for encryption of online bids on ETS portal.

### **8.7 Special Note on Security of Bids**

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned Tender -opening officers of the Buyer organization and the personnel of e-tendering service provider.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

### **8.8 Public Online Tender Opening Event (TOE)**

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) dully authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by



the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular Tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

**NOTE:** In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public Tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of BSNL by the bidders in time, then BSNL will promptly re-schedule the affected event(s).

### 8.9 Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://www.tcil-india-electronictender.com>), and go to the User-Guidance Center

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

- i. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first Tender submission deadline on ETS.
- ii. Register your organization on ETS well in advance of your first Tender submission deadline on ETS
- iii. Get your organization's concerned executives trained on ETS well in advance of your first Tender submission deadline on ETS
- iv. Submit your bids well in advance of Tender submission deadline on ETS as there could be last minute problems due to internet timeout, breakdown, etc.

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

### 8.10 Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
- Broadband connectivity.



- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s) for users.

### 8.11 Vendors Training Program

One day training (10:00 to 17:00) would be provided. Training is optional and shall be provided if request is submitted well in advance.

Vendors are requested to carry a Laptop and Wireless Connectivity to Internet.

Tentative Dates	Date of uploading of Tender document + 7 days
Venue	Meeting Room, 2 <sup>nd</sup> Floor, BSNL Corporate Office, Bharat Sanchar Bhawan, Janpath, New Delhi – 110001
Vendors Training Charges (Per Participant) per training day	As applicable at the time of training
Mode of Payment of Fees	DD drawn in favour of M/s TCIL, New Delhi & payable at New Delhi

## 9. Opening of Proposals:

9.1 BSNL shall open PROPOSALS at ..... hours on ..... in the presence of authorized representatives from participating firms, who chose to attend. The date fixed for opening of Proposals, if subsequently declared as holiday by the BSNL, the proposals will be opened on the next working day, time and venue remaining unaltered.

9.2 BSNL reserves right to accept or reject any or all proposal (s) prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder (s) on the ground of BSNL's action.

9.3 Any effort by a company to influence the proposal comparison/evaluation/ work award decision by way of overt/covert canvassing shall result in non consideration / rejection of its proposal.

9.4 Date for opening of Financial Bids will be informed later.

## 10. Evaluation of the Proposals:

10.1 Evaluation of the proposals will be on Sealed Bid System.

10.2 The proposals will be screened based on the eligibility criteria and submission of all the requisite documents as asked for in this bid. List of the documents submitted in this bid should be mentioned clearly in the index so that evaluation committee is able to easily locate them.

10.3 The Companies may also be asked to give presentations in respect of the technical details/proposal.

10.4 The financial stage evaluation shall be carried out on financial bid submitted by the shortlisted techno commercial responsive bidders. The bidders shall be short-listed on the basis of financial quotes submitted by the bidders, the L-1, L-2, L-3 up to L-n will be designated. The BSNL reserves the right to counter offer any price.



10.5 The work will be awarded to L-1 bidder.

10.6 In case of failure of the L-1 bidder to execute/ accept the offer, the tender will be cancelled and EMD/Bid Security of L-1 shall be forfeited.

## 11. Advance Work Order:

11.1 The issue of advance work order shall constitute the intention of BSNL to award the contract on the successful bidder. BSNL reserves the right to forfeit bid security and also black list the firm for suitable period, in case the firm fails to honor the proposal without sufficient grounds. The successful bidder shall within 14 days of issue of an advance work order give his acceptance, submit PBG and sign an agreement.

11.2 Successful bidder shall have to submit a Performance Bank Guarantee (PBG) from Nationalized/Scheduled Bank of India (issued from a branch located in India) in the proforma (Annexure-VI) @ 5% of the total amount calculated based on the number of login-ids defined in the Advance Work Order within 14 days of issue of Advance work order. PBG should be valid for 48 months ( i.e term of contract + 6 months)

11.3 If the bidder fails to submit PBG within the stipulated time, BSNL shall forfeit Bid Security and Blacklist the bidder for a period of 3 years.

11.4 PBG shall be forfeited/adjusted if the successful bidder fails to execute agreement within the stipulated time or fails to meet obligations mentioned in this Tender. BSNL may short close the agreement in that case.

11.5 In case bidder quits before completion of agreement period of service or does not perform at all, the complete PBG available with BSNL will be forfeited.

## 12. General Conditions:

12.1 BSNL reserves the right to accept or reject any proposal or to annul this process and reject all proposals, at any time prior to finalization of the content/service provider(s) without assigning any reason whatsoever and without thereby assigning any liability to the affected participant on the ground of BSNL's action(s).

12.2 Any effort by a company to influence the proposal comparison/evaluation/ work award decision by way of overt/covert canvassing shall result in non consideration / rejection of its proposal.

12.3 BSNL reserves the right to blacklist a participant for a suitable period (as deemed fit by BSNL) in case it fails to honor its proposal in totality.

12.4 The bid security may be forfeited :

- I. If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the Bid form or extended subsequently, or
- II. In the case of successful bidder, if the bidder fails:
  - a) To sign the contract in accordance with clause 10.4 or
  - b) To furnish PBG within the specified time in accordance with clause 10.2
  - c) Fail to furnish documents or information desired by the BSNL



III. In both the above cases i.e 11.4- I & II, the bidder will not be eligible to participate in the tender for same item for three years from the date of issue of APO.

**12.5** In exceptional circumstances, the BSNL may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 2.4 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

### **13. Delivery of Service:**

**13.1** Successful bidder shall deploy system for Sales Force Automation Solution and start rendering service to BSNL within 6 months (stipulated time) from the date of award of work. This shall include time for supply of hardware, software, installation, integration, commissioning and functional Testing by BSNL.

**13.2** Successful bidder will propose the test schedule within 2 weeks of issue of award of work for testing of functional requirement of the Sales Force Automation Solution Platform. This test schedule shall be examined by BSNL and finalized within 2 weeks of receipt of the same to make it as a reference document for testing.

**13.3** The successful bidder shall arrange to provide necessary tools & support to carry out these tests. The system should be offered for functional test not later than 4 weeks prior to the date of Sales Force Automation Solution commissioning.

**13.4** Service will be launched commercially only after functional testing has been completed successfully.

### **14. Training to BSNL Staff:**

The successful bidder shall provide training to BSNL personnel associated with the scope of work along with a comprehensive write-up for using the application and common trouble-shooting. Total 10 man days per zone in a year in one or many spells.

### **15. Payment to Successful bidder:**

**15.1** Successful bidder shall submit the bills to O/o CGM, IT Project Circle, RTTC Building, MIDC, Chinchwad, Pune -411019 on monthly basis.

**15.2** CGM, ITPC will nominate an officer who will verify the bills within seven day of submission of bills and ITPC shall then release the payment to the bidder within the next 15 days.

**15.3** Payments will be made only for active login-ids. Active login-ids for the month will be the average of daily active number of login-ids for the billed month.

### **16. Liquidated Damages :**

**16.1** Should the bidder fail to perform the obligation in the agreement, within agreed and prescribed period herein in the EOI/agreement, BSNL, without prejudice to other remedies available to it, shall be entitled to recover, as agreed Liquidated Damages (LD), at the rate and in circumstances herein below:-





- I. In case of any delay in commissioning of services beyond the prescribed period (6 months) Liquidated Damages (LD) shall be recovered as under
  - a) @0.5% of total contract amount per week for first 10 weeks
  - b) @0.7% of total contract amount per week for next 10 weeks

Contract Amount = (quote per active login id per month\* total number of login-ids defined in the Advance Work order \*36)

- II. Extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances by the Director (CM), stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.
- III. The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) i.e. LD shall be levied up to 20 weeks only as per provision at Para I.
- IV. Amount of LD will be recovered from the first bill submitted by the bidder. In case LD amount is still due even after recovery from first bill submitted by the bidder, the same will be recovered from subsequent bills.

**16.2** Upon breach of terms of agreement by the successful bidder, BSNL may sign agreement for the contract period with any other suitable company at the terms and conditions which makes availability of the services at the earliest. In this process if BSNL has to pay some additional payout, the same will be recovered from the PBG of the bidder or any other amount due to bidder.

**16.3** The LD as stated above sub clause shall be recovered for each failure under agreement and shall be set off/adjusted against running bills, besides other action/ remedied/ rights of BSNL including the termination of contract.

**16.4** Quantum of LD assessed and levied/ recovered by the BSNL and decision of BSNL shall be final and binding on the successful bidder and shall not be challenged either before the court or Arbitration Tribunal. The same should stand specifically excluded from the purview of the Arbitration clause.

**16.5** Limitation of Liability: The party agrees that neither party shall be liable to other party for any indirect, special, incidental, punitive or consequential damage (including lost profit) arising out of either parties breach of this agreement except liability prohibited by law i.e the liability shall not be excluded for (a) fraudulent misrepresentation, and/or (b) death or personal injury caused by negligence of either party.

## **17. Quality of Service:**

**17.1** The Company shall operate and maintain its APP conforming to Quality of Service standards to be mutually agreed subject to such other directions as the competent authority may give from time to time. The Company shall adhere to such QoS standards and provide timely information as required therein.

**17.2** In the process of operating the Services, the company shall be responsible for





- I. Installation, Operation & proper maintenance of the equipment/software.
- II. Maintaining the performance and quality of service standards.
- III. Overall platform uptime shall be minimum 99.9% on monthly basis.
  - (i) Uptime will be calculated based on formula “[100-{Total down time minutes / Total minutes in a month}x 100]”.  
For example, the system was down for 2 hours in July 08; Uptime will be [100- {120/ (31 days x 24 hours x 60 minutes)}x 100 ]= 99.73%
  - (ii) The company will keep a record of number of faults and rectification reports in respect of the service, which will be produced before BSNL as and when and in whatever form desired. All the record is to be kept for one year in general and for longer in case specifically notified by nodal centers.
  - (iii) ITPC will monitor overall performance of the system
  - (iv) Penalties will be levied on the monthly payment of bidder, based on downtime of system as per the table below:-

S.No	System uptime value for month	Penalty
1	>= 99.9%	Nil
2	>= 98.7% but < 99.9	1.0% of monthly billed amount
3	>= 97% but < 98.7%	3.0% of monthly billed amount
4	>= 95% but < 97 %	5.0 % of monthly billed amount
5	>= 90% but < 95 %	10% of monthly billed amount
6	< 90%	20% of monthly billed amount

- (v) Bidders have to rectify any complain lodge by the user within 24 hours after which penalty will be levied as per below:-

S.No	Complaints for the User	Penalty (in Rs.)
1	persist for > 1 days & < 3 days	Penalty equivalent to (1.2 times total number of days Complaint persists * Y)
2	persist for >= 3 days & < 7days	Penalty equivalent to (1.3 times total number of days Complaint persists * Y)
3	persist for >= 7 days & > 15 days	Penalty equivalent to (1.4 times total number of days Complaint persists * Y)
4	persist for >= 15 month	Penalty equivalent to (1.5 times total number of days Complaint persists * Y)

If Quoted value per month for login ID =X,

Y= X/No. of days in the month



## 18. Suspension, Revocation or Termination of agreement:

**18.1** BSNL may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of ONE month issued to the successful bidder at its registered office, terminate this agreement under any of the following circumstances:

**18.1.1.** Successful bidder failing to perform any obligation(s) under the agreement; or

**18.1.2.** Successful bidder failing to rectify, within the time prescribed, any defect as may be pointed out by BSNL. or

**18.1.3.** Successful bidder going into liquidation or ordered to be wound up by competent authority.

**18.2** If successful bidder is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to BSNL in writing. In that case, the written notice period can be modified by BSNL as deemed fit under the circumstances. BSNL may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as it feels fit under the circumstances.

**18.3** It shall be the responsibility of Successful bidder to maintain the agreed Quality of Service, even during the period when the notice for surrender/ termination of agreement is pending. If the agreed Quality of Service is not maintained during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of Successful bidder and any cost of content/services payment pending with BSNL shall be forfeited.

**18.4** Breach of non-fulfillment of Agreement conditions may come to the notice of BSNL through complaints or as a result of the regular monitoring. Wherever considered appropriate BSNL may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by Successful bidder or not? Successful bidder shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry.

## 19. Dispute Settlement:

**19.1** Except as otherwise provided elsewhere in the contract, In the event of any disputes, controversy, or differences arising out of or relating to this agreement, or the breach, termination or invalidity thereof between the parties , such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (sixty) days from the date of making of such request.

**19.2** Where parties are unable to settle the disputes through conciliation, the same shall be referred to CMD, BSNL for referral of such disputes to a sole arbitrator (chosen from the name (s) provided by BSNL), to be mutually decided by the parties, as per the provisions of Arbitration and Conciliation ACT, 1996, any amendment thereof, and any notification issued or rules made thereunder from time to time.



19.3 The venue of the arbitration proceeding shall be New Delhi.

## 20. Force- Majeure:

If at any time, during the continuance of this agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of Successful bidder), fire, floods, natural calamities or any act of God (hereinafter referred to as **event**), provided notice of happenings of any such event is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the agreement, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided Service under the agreement shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. The decision as to whether the service may be resumed and the time frame within which the service may be resumed shall be decided mutually.

## 21. Set Off:

Any sum of money due and payable to Successful bidder under this Agreement or otherwise 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 made by Successful bidder with BSNL.

## 22. Indemnification:

22.1. Successful bidder shall agree to protect, defend, indemnify and hold harmless BSNL and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:

22.1.1. Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party;

22.1.2. Any breach of the terms and conditions in the agreement by Successful bidder;

22.1.3. Any claim of any infringement of any intellectual property right or any other right of any third party or person or of law by Successful bidder;

22.1.4. Any claim made by any third party or person arising out of the use of the services and arising in connection with interruptions or degradations of service caused solely Successful bidder.

22.1.5. Any liability arising out of non compliance of Laws, Directives, guidelines etc. of the Land where Successful bidder is located.

22.2. The successful vendor shall also comply with all statutory norms/directives/instructions/guidelines issued by the Government Of India/ Reserve Bank of India or any other



government body/ agency/ regulator dealing with telecom network. The vendor shall pledge to indemnify BSNL for any commission/ commission done or not done either advertently or inadvertently in the course of doing business so envisaged in this Tender that attracts any action in the court of law either civil or otherwise or any tax authority or any other agency or body or constituted nominee of either under the Central or State who is so authorized to act on their behalf.

**22.3.** This clause shall survive the termination or expiry of this Agreement.



**FINANCIAL BID**

**PRICE SCHEDULE**

Sir,

We have gone through the Tender document and have understood all provisions given therein.

1. We hereby quote Rs..... in figures (Rupees..... in words) per active login-id per month for the Sales Force Automation Solution (**SFAS**).

**2. Note:**

- (i) The quote is exclusive of all statutory levies, duties and taxes.
- (ii) Applicable rate of Statutory levies, duties and taxes (as applicable) at the time of **submission of financial quote** are :-
  - a. Statutory levies @.....
  - b. Duties @.....
  - c. Taxes @.....
- (iii) The amount is to **be mentioned in Figures as well as words**. In case of variation, the value in words shall prevail.
- (iv) Charge will be paid only on active login-ids for the month. Active login-ids for the month will be the average of daily active number of login-ids for the billed month.
- (v) **Quoted charge as per S.No.1** will remain fixed for complete agreement period.

(Signature of Authorised Signatory)

Name.....

Official Seal



**Annexure-I**

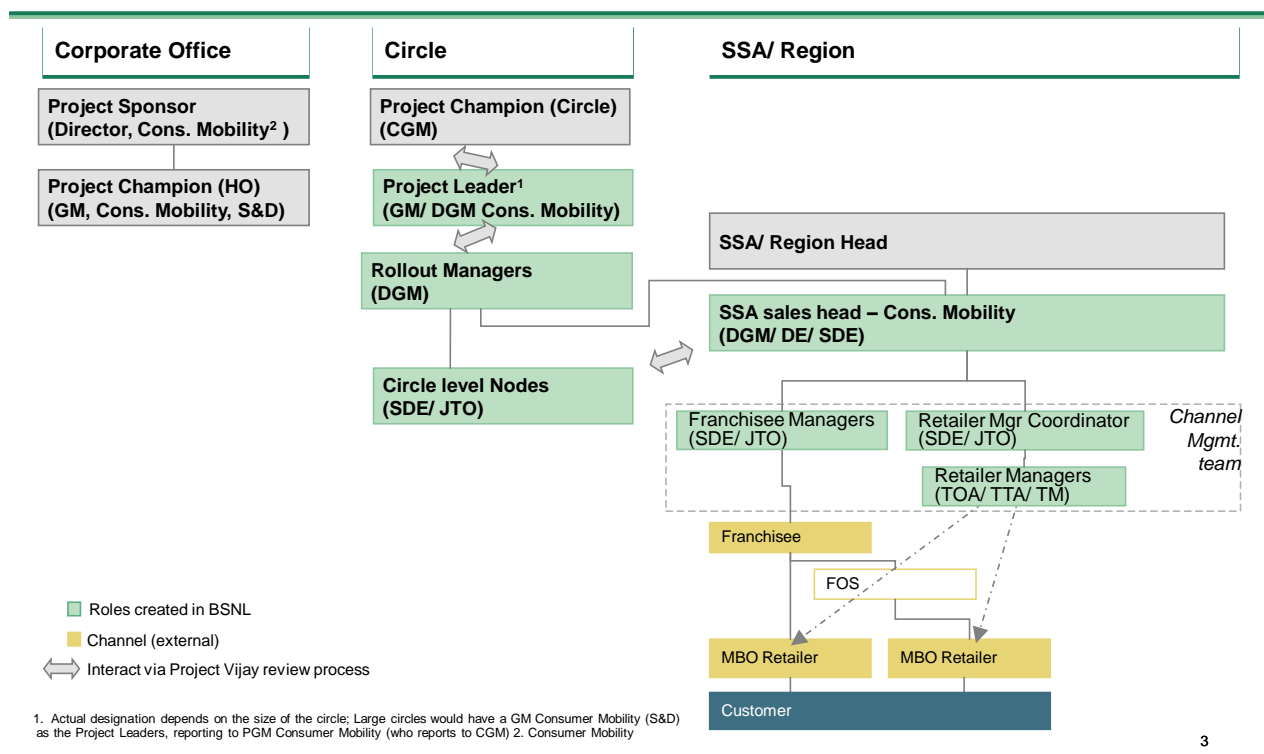
**DESIRED SCOPE OF THE WORK**

1. General: BSNL intends to install and operate Sales Force Automation Solution (SFAS), **an Android and iOS mobile application (APP) based solution** which may enable BSNL sales staff to drive store level new sales growth, inventory management, intervene real-time based on beat productivity summary, frontline travel maps, GPS location, and display visibility and to refine the sales operating model and build the BSNL way of selling.
2. It will be the responsibility of bidder to make necessary changes in its system to adapt its platform based on format and frequency of data provided by BSNL. Bidder has to make all integration efforts to connect with required BSNL network elements with interface/ protocol/ APIs as provided by BSNL.
3. It will be Bidder's responsibility to arrange all the requisite hardware & software, installation, commissioning of Sales Force Automation Solution. Also bidder has to Operate & provide subsequent Maintenance required for SFAS during the Agreement period.
4. It will be responsibility of the Bidder to make the APP available to BSNL personnel for installation.
5. Cloud based SFA solution is also acceptable subject to fulfilling of all terms and condition of tender document. Cloud offering as per the guidelines and empanelled Cloud Service providers of Ministry of Electronics and Information technology, Govt. India will only be considered for the project. The detail is available at <http://meity.gov.in/content/gi-cloud-meghraj>.
6. **The basic features that have to be available in Sales Force Automation Solution (SFAS) are** ( The given features are indicative not exhaustive):
  - 6.1. SFAS should support all mobile handsets with Android 4.4 + above versions and iOS versions.
  - 6.2. SFAS should support mobile handset of 4.5 inch and above screen size (includes Tablet and iPad also).
  - 6.3. SFAS should have capability to create login-id for the users (Frontline sales personnel, BSNL Manager, Admin etc) with required features in user login-id as per the hierarchy and position of the user as per the requirement of BSNL.
  - 6.4. Login-id has to be linked with the mobile number of the user and have to be transferable from one mobile number to another mobile number as per the requirement of BSNL.
  - 6.5. SFAS should have the capability to add new retailer or other personnel to a login-id as well as capability to remove/modify the details of retailer or other personnel of attached a login-id as per the requirement.
  - 6.6. SFAS should have the capability to make any user login-id inactive as defined by BSNL



- 6.7. SFAS should have a feature of sending defined Daily/ Monthly MIS report to e-mail ids as given by BSNL.
- 6.8. SFAS should have feature of order booking at POS.
- 6.9. SFAS will have to get connected with BSNL database system Sancharsoft/ERP. It will be the responsibility of the vendor to make all integration efforts to connect with required BSNL network elements.
- 7. Vendor has to manage proper capturing of GPS location of the retailer shop initially by developing some solution in its mobile APP, as BSNL will not be able to provide the Latitude and longitude of the shop. Later on these captured locations will be used for tracking of the movement of front line sales personnel.
- 8. BSNL team structure:-

### Team structure



- 9. Feet on Street (FOS) and Retailer Manager (RM) work as Front line sales personnel and Franchisee Managers (FM), Retailer Manager Co-ordinator (RMC) and other officer’s works as BSNL Manager.
- 10. There will be Four level of Managers at BSNL:-
  - i. At Franchisee level: To monitor movement and performance of FOS and RM
  - ii. At SSA level: To monitor performance of all FMs/RMCs under the SSA





- iii. At Circle level: To monitor performance of its SSAs and all FM under the circles
- iv. At Corporate level: To monitor performance of circles.

**11. Definition of Sales :-**

- a. Primary sales: From BSNL to Franchisee
- b. Secondary sales: From Franchisee to Retailer
- c. Tertiary Sales: From Retailer to Subscriber

**12. Key Activities of FM:**

- a. To get prioritized list of retailers from FoS for franchisees from SancharSoft
- b. Monthly target setting for franchisee (target for sale of SIM, sale of Recharge, # retailers billed and # FoS)
- c. Collect data on Franchisee Performance
- d. Primary sales: # of SIMs, Recharge value
- e. Secondary sales: # of SIMs, Recharge value
- f. Tertiary Sales: # of SIMs, Recharge value
- g. # of retailers billed for SIM and RCV
- h. # of FOS appointed
- i. # of activations
- j. # of CAF received/ pending
- k. Compile RM Feedback on issues raised by retailer regarding FoS and franchisee
- l. Collect POS Material (pamphlets of new schemes, marketing material, etc.)
- m. Complete understanding of latest offers and schemes running for franchisees and retailers
- n. Collect feedback from FoS on what retailers want and important competitor hot schemes
- o. Follow up on targets set for franchisee and provide timely reminders

**13. Key Activities of RM:**

- a. Review of last visits made in area – targeting high priority BSNL retailers and retailers not stocking BSNL products
- b. Contact information of the area FoS and Franchisee
- c. Collect POS Material (Glow signs, Other marketing pamphlets etc.)
- d. Complete understanding of latest offers and schemes running for retailers
- e. Collect information from retailers on key questions (Feedback Form)
  - i. Whether selling BSNL SIM?



- ii. Whether selling BSNL recharge?
- iii. Whether FoS visiting regularly?
- iv. Whether Display material available?
- v. BSNL CTOPUP Number issued.
- vi. Any issue related with availability of product or franchisee.
- f. Commission and discounts being provided by franchisee
- g. Identify the retailers not selling BSNL products and not having CTOPUP SIMs and get the form for CTOPUP SIMs filled from such retailers.
- h. Follow up with RMC, FM and FoS to issue the CTOPUP to the retailer
- i. Add new retailer information in SancharSoft
- j. Help update old retailer information on SancharSoft

#### 14. Key Activities of RMC

- a. Create journey plan for RMs
- b. Conduct validation visits with RMs
- c. Retailer wise data provided to respective FM/ Franchisee with copy to SSA sales head
  - I. Material availability (SIM, RCV)
  - II. Whether serviced by Franchisee FOS, freq.
  - III. Whether CTOP UP SIM is available
  - IV. Issues
    - Working of CTOP UP SIMs
    - Replacement of RCV/SIM inventory
    - POS material not available
    - Tariff/product info not available
    - Other specific franchisee issues
  - V. New retailers added in database

#### 15. Key Activities of FOS:

- a. Ensure availability of BSNL product at retailer shop.
- b. Timely CAF collection.
- c. Ensure visibility of BSNL at retailer shop.
- d. Educate retailers about new schemes of BSNL.
- e. Educate retailers about incentive available to them from BSNL



**16. Frontline sales personnel application should have the following functionalities ( The given features are indicative not exhaustive)::**

**a.** Individual performance dashboards:

- Target vs. current achieved information on sales.
- 4-6 week rolling growth/ de-growth trends of sales by franchisee and retailer product wise.

**b.** Beat planning:

- Beat routes and retailer list by route in the order of visiting (can be uploaded one time by vendor OR by BSNL through admin interface OR one-by-one by the frontline team)
- Routes can be set to weekly, fortnightly or monthly call frequency
- Value of route and 4-6 week growth/ de-growth will be shown against the route list so that frontline is conscious of how the route is performing
- 4-6 week growth/ de-growth trend of stores will be shown against the store list so that frontline is conscious of which stores to priorities in a certain route. Also, in-active stores (i.e. where orders have not been placed in the last 4 or 6 weeks) are highlighted
- GPS location of all distributors and retailers is to be captured to show gaps in market coverage

**c.** Retailer order booking:

- Stock position update (auto-generated based on opening stock, secondary refill and tertiary sale)
- Based on this, recommended order quantity is shown.
- Out of stock retailers can be highlighted.
- 4-6 week 'growth/ de-growth trends' and 'active schemes' are shown against the C-TOPUP number to show him which lines need to be pushed and how
- Ordering form
- Product list can be customized by each Circle by a Circle Admin
- Photo uploads of the display materials at POS shop

**d.** Live-Activity feed:

- Live notifications to self and managers on activity completion e.g. orders booked by store, beat summary at end of day (i.e. stores visited and order value)
- Location of the frontline person when completing the activity is also reported e.g. 'Ganesha stores order booked for Rs. 3200 at Nehru Place, 3 mins ago'

**e.** Alerts:



- Alerts on inactive stores (i.e. when a store is missed during beat or if no orders booked in 4 weeks)
- Alerts on new products or schemes added by Circle Admin
- Alerts on targets set by manager
- Alerts on distributor or retailer birthdays and anniversaries
- f.** Competitive Intelligence: Intelligence capture on specific competitors e.g. new product launch, new scheme, new pricing
- g.** Leader board: Dashboard of top performers in the team based on specific metrics (e.g. sales or new product orders or new retailers added etc.)
- h.** OFFLINE MODE: The tool has also to work in OFFLINE mode i.e. all orders can be booked even when there is no connectivity. These get synced up when signal is back.

**17. BSNL Manager Application should have the following functionalities( The given features are indicative not exhaustive)::**

**a.** Dashboards:

- View territory (i.e. personnel) wise summary of sales target vs. achieved (by product category)
- View daily sales and stock summary by product and by territory i.e. comparing today's sales (say today is Monday) to last Monday's and average of last 6-8 Mondays. This shows early indicators of growth or de-growth. This is mapped against today's stock position, days of inventory and any backorders detected (i.e. retailer ordered but distributor did not have stock). This will generate alerts for REFILL. Or highlight where STAGNATION is expected
- View daily beat summary i.e. by personnel, stores visited and total orders booked
- View territory-wise % of in-active stores i.e. stores with no orders for 4-6 consecutive weeks (and inactivity trend in the last 4 weeks)
- View Attendance report of sales force

**b.** Distributor management module (i.e. primary sales):

- Primary stock position capture (auto-generated based on opening stock, primary refill and secondary orders)
- Order booking against list
- '4-6 week growth /de-growth trends' and 'active schemes (i.e. distributor, retailer or consumer offers)' will show up against each C-TOPUP number on ordering form
- Recommended order booking amount will be suggested based on opening stock and sales.



- c. Beat performance
    - Manager can see the whole Beat routes and retail stores list and view 4-6 week growth / de-growth trends of each route, store, SKU within store
    - He can also view in-active stores within a route
  - d. Alerts on
    - Competitive intelligence generated by front-line sales personnel (i.e. competitor new launch or trade scheme or consumer event); includes photo uploads
    - In-active stores when his frontline person skips a store in the beat and takes no order for 4-6 weeks
    - Alerts on new products or schemes added by Circle Admin
    - Alerts on distributor or retailer birthdays and anniversaries
  - e. Target-setting (for frontline):
    - Form to set target for franchisee or frontline executives
    - Targets automatically get aggregated to show national level total target
  - f. Geo-spatial footprint mapping: Geo-spatial map of sales team's footprint. Shows gaps in covering market and temporary resourcing requirement
- 18. Admin interface:** This is for pre-appointed Admins (central or circle level) to be able to make changes in the master data e.g. product list, schemes
- 19.** For Managers and admin, web based solution sync with mobile APP has also to be develop by the solution provider.
- 20. Connectivity:** Sales Force Automation Solution will require integration with BSNL Sancharsoft/ERP system. Bidder has to make all integration efforts to connect with required BSNL network elements with interface/ protocol/ APIs as provided by BSNL. Standard interfaces & API will be shared with the bidders. Bidders will have to make changes in their solution/system in accordance with them including if any commercials involve.
- 21. Functional requirement (List is indicative not exhaustive):-**
- 20.1** Successful bidder would submit the details of hardware and software being used in the Sales Force Automation Solution.
  - 20.2** Should have a well defined hierarchical password management system.
  - 20.3** Customer Care Interface which provides easy and hassle free way to handle queries & concerns regarding the solution.
  - 20.4** L2 Support required for resolution of complains has to be provided.
  - 20.5** Backup of all reports / information will be maintained by the Bidder for at least 1 year.
  - 20.6** Should use firewall/ proxy server or any other suitable measures for protect against hacking, intrusion, spam or virus etc.



**20.7** Bidder will provide and maintain, duly calibrated Test / measuring equipment, tools and testers as required for successful completion of entire scope of work, and troubleshooting for the entire contract period.

**20.8** Overall platform uptime shall be minimum 99.9% on monthly basis.

**20.9** Bidder should ensure that industry standard software's and databases are used.

**20.10** Bidder is permitted to use freeware, in case the same are pre-integrated in the application software. Bidder shall submit certificate in this regard from OEM about continued support for the contract period and to certify that the freeware will meet all requirements as laid out in the Tender document. Bidder will also take care of bugs, security loopholes, patches, etc.

**20.11** All hardware, software and documents developed for the sake of this project and to fulfill the requirements of BSNL during the entire period of the contract shall at the termination of the contract be transferred to BSNL along with any IPR without any extra cost.

**20.12** Without prejudice to its rights of any other remedy, BSNL shall forfeit the PBG in case of any breach in terms and conditions of the agreement or in case of failure to provide deliverables/services in prescribed time and parameters or failure to comply with the content related laws including IPR/ copyrights, on part of Bidder or in case of loss or damage caused to or suffered or would be caused to or suffered by BSNL by reasons of breach by bidder of any of the terms and conditions of said contract.

Miscellaneous: Any other activity(ies) necessary for the smooth implementation of the Project and successful execution of entire scope of work need to be done by the Bidder.



**ANNEXURE -II**

**FORMAT OF THE NON-DISCLOSURE AGREEMENT**

(To be typed on Rs.100/- non-judicial stamp paper)

This Agreement is made as of the \_\_\_\_\_ 2014 between **BHARAT SANCHAR NIGAM LIMITED (BSNL)** a Government of India Enterprise, having its Corporate office at Bharat Sanchar Bhawan, H.C. Mathur Lane, Janpath, New Delhi which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and M/s ----- a company incorporated under the Indian Companies Act, 1956, and having its registered office at ----- herein after called “-----” which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas in order to pursue the mutual business purpose of this particular project as specified in **Exhibit A** (the “Business Purpose”), BSNL and M/s----- recognize that there is a need to disclose to one another certain information, as defined in para 1 below, of each party to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

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

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, including information listed in Exhibit A attached hereto and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party (“Confidential Information”). Information consists of certain specifications, designs, plans, drawings, software, prototypes and/or technical information, and all copies and derivatives containing such Information, that may be disclosed to one another for and during the Purpose, which a party considers proprietary or confidential (“Information”). Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party within thirty (30) days of the initial disclosure.
2. M/s \_\_\_\_\_ and 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 reasonably 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.



4. Each party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Each party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.
6. Each party recognizes and agrees that all of the disclosing party's Confidential Information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
7. Access to Information hereunder shall not preclude an individual who has seen such Information for the purposes of this Agreement from working on future projects for the receiving party which relate to similar subject matters, provided that such individual does not make reference to the Information and does not copy the substance of the Information during the Confidentiality Period. Furthermore, nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know-how developed by the receiving party's personnel under this Agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the Information.
8. As between the parties, all Information shall remain the property of the disclosing party. By disclosing Information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. **THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION.** Execution of this Agreement and the disclosure of Information pursuant to this Agreement 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.
9. 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.



- 10. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
- 11. Except as otherwise provided elsewhere in the contract, In the event of any disputes, controversy, or differences arising out of or relating to this agreement, or the breach, termination or invalidity thereof between the parties , such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (sixty) days from the date of making of such request.

Where parties are unable to settle the disputes through conciliation, the same shall be referred to CMD, BSNL for referral of such disputes to a sole arbitrator (chosen from the name (s) provided by BSNL), to be mutually decided by the parties, as per the provisions of Arbitration and Conciliation ACT, 1996, any amendment thereof, and any notification issued or rules made thereunder from time to time.

The venue of the arbitration proceeding shall be New Delhi.

- 12. 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.
- 13. This Agreement will remain in effect for five years from the date of the last disclosure of Confidential Information, at which time it will terminate, unless extended by the disclosing party in writing.

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

M/s \_\_\_\_\_

**BHARAT SANCHAR NIGAM IMITED**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A**

- 1. Business Purpose : **Deployment of System for Sales Force Automation Solution in BSNL Network,**
- 2. Confidential Information of M/s - \_\_\_\_\_
- 3. Confidential Information of Bharat Sanchar Nigam Limited(BSNL):



Tender No: / / / issued on / /

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- All information shared, in oral or in written form, by BSNL with M/s \_\_\_\_\_
- Number of subscriptions, consumption pattern etc

M/s \_\_\_\_\_

**BHARAT SANCHAR NIGAM IMITED**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**Annexure-III**

**For the BIDSECURITY/ EMD Guarantee**  
(To be typed on Rs.100/- non-judicial stamp paper)

**Sub: Bid Security/EMD guarantee.**

Whereas M/s ..... R/o .....  
..... (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs. ..../- (hereafter known as the “B. G. Amount”) valid up to ...../...../ 20..... (hereafter known as the “Validity date”) in favour of DGM (MMT) BSNL CO, Delhi (Hereafter referred to as BSNL) for participation in the Tender of work of ..... vide Tender no. ....

Now at the request of the Bidder, We ..... Bank .....Branch having ..... (Address) and Regd. office address as ..... (Hereinafter called ‘the Bank’) agrees to give this guarantee as hereinafter contained:

2. We the Bank do hereby 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 to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the 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 the “B. G. Amount”.
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of



Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) 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 said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. Notwithstanding anything herein contained ;
  - (a) The liability of the Bank under this guarantee is restricted to the “B. G. Amount” and it will remain in force up to its Validity date specified above.
  - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker’s Cheque in favour of “AO (Cash) BSNL CO” payable at New Delhi.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

.....

Telephone Numbers .....

Fax numbers .....



**ANNEXURE -IV**

**UNDERTAKING**

We, M/s \_\_\_\_\_, a company registered under Companies Act 1956, having registered office at \_\_\_\_\_ do hereby undertake and declare that we do not have substantial equity stake (10% or more) in & of any

- Basic Services
- Cellular Services
- Internet Services
- Unified Access Services
- National Long Distance Services

operating company(ies) in India.

Signed on behalf of M/s \_\_\_\_\_ by Shri \_\_\_\_\_ (Name & Designation) authorized signatory (with company stamp).

**UNDERTAKING**

We, M/s \_\_\_\_\_, a company registered under Companies Act 1956, having registered office at \_\_\_\_\_ do hereby undertake and declare that we are not a licensed service provider to provide Basic services/Cellular services/Internet services/Unified Access services/ NLD services anywhere in India.

Signed on behalf of M/s \_\_\_\_\_ by Shri \_\_\_\_\_ (Name & Designation) authorized signatory (with company stamp).



**ANNEXURE -V**

**NEAR-RELATIONSHIP CERTIFICATE**

The format of the certificate to be given is "I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me."

Signed on behalf of M/s\_\_\_\_\_ by Shri\_\_\_\_\_ (Name & Designation) authorized signatory (with company stamp).





**Annexure-VI**

**For the Performance Guarantee**

(To be typed on Rs.100/- non-judicial stamp paper)

Dated:.....

**Sub: Performance guarantee.**

Whereas DGM (MMT) BSNL CO, Delhi R/o .....  
.....(hereafter referred to as BSNL) has issued an APO no. ....  
Dated ...../...../20..... awarding the work of .....  
..... to M/s ..... R/o  
..... (hereafter referred to as  
“Bidder”) and BSNL has asked him to submit a performance guarantee in favour of  
DGM(MMT) BSNL CO, Delhi of Rs. ..../- (hereafter referred to as “P.G.  
Amount”) valid up to ...../...../20.....(hereafter referred to as “Validity Date”)

Now at the request of the Bidder, We ..... Bank  
.....Branch having .....  
..... (Address) and Regd. office address as .....  
..... (Hereinafter called ‘the Bank’) agreed to give this guarantee for due performance  
of agreement as hereinafter contained:

2. We, “the Bank” do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under or fail to provide service in prescribed time or fail to comply with the content related laws including IPR/copyrights, on part of Bidder or in case of loss or damage caused to or suffered or would be suffered by BSNL by reason of breach of terms and condition of agreement by bidder., the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of



the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

- 6. Notwithstanding anything herein contained ;
  - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
  - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
- 7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker’s Cheque in favour of “AO (Cash) BSNL CO” payable at New Delhi.
- 8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: ..... (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

.....

Telephone Numbers .....

Fax numbers .....



**Annexure-VII**

**Consortium Agreement**

(on non-judicial stamp paper of minimum of INR 100/-)

In compliance to the Tender ..... a consortium has been formed on <Date> between <Bidder's Name> and technology provider to meet eligibility criteria specified in the Tender under reference and provide solutions/services as per the Tender.

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

It has also been agreed that in its capacity as Bidder, <Bidder's Name> will interact with BSNL for all obligations; however both the members of consortium shall be jointly and severally responsible for the execution of the project.

The details of Bidder and consortium partner in the consortium are as under:-

<Bidder's Name> <Details containing registered office and correspondence address>	<Consortium Partner 1> <Details containing registered office and correspondence address>
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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:- Witness-2 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:- Witness-2 Signature:- Name:- Designation:- Contact Phone:- Email-ID:- Date:-
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**Annexure-VIII**

**PROFORMA  
FOR**

**Irrevocable Undertaking by front bidder and its technology/consortium partner**

This is to certify that we, M/s..... (Name & full address) as the front Bidder of this Tender and our technology/consortium partner, M/s..... (Name & full address) both shall be liable for due performance of the contract jointly and severally, failing which both of us shall be liable to be barred from having any business dealing with BSNL for a period of 3(three) years and PBG may be forfeited.

Signature: Name in Block letters : Status: Director/Manager/Partner/ Proprietor of the Company [ on behalf of the front bidder ]	Signature: Name in Block letters : Status: Director/Manager/Partner/ Proprietor of the Company [ on behalf of technology/consortium partner ]
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