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भारत संचार निगम लिमिटेड

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

File No: MMD/210-50/MVS/2015-16/System Tek

Work Order No. CE/WO/08/2015-16/10

Dated: - 16-11-2015

To,

M/s Systems Tek India (P) Ltd. # T-6 , Okhla Industrial Area, Phase-II ,

New Delhi-110020.

Subject: Work Order (WO) for Managed Video Surveillance (MVS) Service on revenue share basis.

Ref:

- i. This office EOI No. CA/CFA-BB/MVS/E-447/2013 issued on 26/09/2013.
- ii. Your bid against the EOI and all Clarifications to the same.
- iii. AWO no. ČE/AWO/08/2015-16 dt. 16-09-2015
- iv. Your unconditional and unequivocal acceptance of AWO vide letter dt. 14-10-2015

On behalf of CMD BSNL, an Work Order (W.O.) on the terms and conditions of the above referred EOI is hereby placed for Managed Video Surveillance (MVS) Service on revenue share basis as per the technical specifications, commercial & Special terms & conditions of the tender under reference.

This Work Order is placed on after your unconditional acceptance of AWO under reference (iv) and submission of PBG amounting Rs 25 lakhs . (Bank Gurarantee no-3093ILG003515, Date of BG-14-10-2015, Expiry date-13-10-2021 from Punjab National Bank)

This WO is being placed under the following terms and conditions to be read in conjunction with the details available in the EOI document along with its subsequent Addendums & Clarifications.

your firm M/s Systems Tek India (P) Ltd.(Here in after referred as "bidder", Supplier, MVSSP, Firm, interchangeably) for Managed Video Surveillance (MVS) Service on revenue share basis as per the terms and conditions of EOI document.

- Scope of Work: (Clause 1 Section 3 of EOI document.)
- 1.1 The Supplier/Bidder also referred as MVS Service Provider (MVSSP) shall provide MVS service through BSNL and under the brand name of BSNL on

Registered and Corporate Office: Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi-110001 Website: www.bsnl.co.in revenue share basis. The MVSSP shall be responsible for hosting the MVS platform with CAPEX and OPEX on part of MVSSP.

- MVS service shall be provided by Supplier over BSNL's last mile infrastructure to the customer premises anywhere in the country. Customer shall procure the required connectivity and the bandwidth from BSNL for extending MVS.
- Responsibility of MVS Service provider (MVSSP) Responsibility of MVSSP are as below: (clause 3 Section 3 of EOI document)
- 2.1. Hosting infrastructure: All CAPEX and OPEX to install and operate and maintain the equipments and other hosting infrastructure required to provide MVS services to customers.
- 2.2. Make arrangement for the CPEs to be installed at the Customer's premises.
- 2.3. The MVSSP shall be responsible for arranging the hosting infrastructure (all hardware and software/applications/storage) for the requisite services at its own cost for the entire duration of contract.
- 2.4. The Supplier shall provide a dedicated separate Hardware or earmark separate hardware from his existing setup to be used exclusively for offering MVS services through BSNL under this contract. In both cases MVS application instance shall be separate for BSNL. Supplier shall submit undertaking that service from this earmark separate hardware and application instance shall be used exclusively for offering services through BSNL under this contract
- 2.5. The MVSSP offering the MVS Service shall co-locate its hosting platform either in BSNL Internet Data Center or in a third party Tier-3 Data center that is ISO 27001 certified. In case, MVSSP hosts infrastructure in BSNL Internet data centres, then also co-location and other infrastructure charges shall be paid by the MVSSP to BSNL at the prevailing rates.
- Deployment / Customization of the solution: The MVSSP shall be responsible for complete deployment and customization of the solution.
- 3.1. Service Operation & Maintenance: The MVSSP shall be responsible for Operation & Maintenance of the MVS Services along with requisite infrastructure on 24x7x365 basis during the whole contract period.
- 3.2. Maintenance Support: The MVSSP shall establish call center at their own cost, to extend maintenance support to the customers for all types of complaints and queries. The MVSSP shall also make arrangements for resolving direct queries of the customers. The MVSSP shall also make arrangements for resolving direct queries of the customers through e-mail addressed to helpdesk email published on the web.
- 3.3. **Miscellaneous:** Any other activity necessary for the smooth implementation of the Project shall be the responsibility of the MVSSP.



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- Marketing / promotion: MVSSP shall be responsible for marketing the services, 3.4. for pre-sales and after sales activities at their cost.
 - i. The MVS services will be offered by BSNL in the brand name of BSNL and accordingly MVS portal shall bear the name of BSNL. The name of MVSSP shall also be suitably reflected as co-partner along with BSNL in all marketing communications.

ii. BSNL and MVSSP may also work out special promotion schemes etc. on

mutually agreed basis.

iii. MVSSP shall maintain the branding of BSNL throughout the interaction with the subscribers while they will be availing the services.

iv. The MVSSP shall make all out efforts in marketing to ensure so that desired

rollout obligations are met.

- v. MVSSP & BSNL will jointly finalize the tariff for various MVS services offerings including fixed monthly charges, storage charges, surveillance based VAS, etc. based on competition analysis, customer feedback etc.
- 3.5. Training to BSNL officers: The MVSSP shall conduct the training program free of cost for at least 100 Man-days for service familiarization and billing, reconciliations process etc.
- 3.6. Customer Premises Equipment (CPE)
- 3.6.1 Customer Premises Equipment (CPEs) means cameras, video wall, joystick, command terminals, etc. at the customer premises.
- 3.6.2 MVSSP shall supply CPE on monthly rental/lease or outright purchase through BSNL invoicing only to Government institutions and PSUs. Other customers including retail customers shall procure compatible CPEs directly from market.
- 3.6.3 Various options for providing CPEs to the customer shall be worked out/ devised by MVSSP in consultation with BSNL while finalizing the tariff package(s)/ plan(s) such as monthly rental/ lease or outright purchase through BSNL with back-toback agreement with MVSSP. The CPE models as recommended by MVSSP from time to time during the period of contract and tested for compatibility on BSNL network, shall be listed on BSNL website which shall be offered only to Government institutions and PSUs. Testing process shall be finalized in consultation with MVSSP.

3.7. Billing:

3.7.1 The MVSSP shall generate the required IPDRs through its billing system, perform mediation and rating based on tariff plan chosen by customer, and create a monthly billing feed-file in desired format to enable BSNL on zonal basis, to

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include it while generating bills in case of landline & broadband (including FTTH broadband) customers.

- 3.7.2 In respect of MVS provided on leased lines, MVS billing shall be carried out by respective circles separately.
- 3.7.3 MVSSP shall enable customers to view their IPDRs and other bill details in MVS portal/ web-self care portal.
- 3.7.4 The MVSSP shall also ensure provision of reporting tool to enable BSNL to retrieve statistical information regarding all relevant system activities, billing reports, commercial reports etc. The tool shall be capable of generating standard reports and shall be able to provide customized reports. The reporting system shall offer a web interface with login.
- 3.7.5 MVSSP shall submit detailed solution architecture covering the hardware and software for MVS solution.

MVSSP shall also submit schedule of implementation covering all aspects like installation, integration with BSNL billing system(s) etc. along with the details of the other infrastructure support like, Space, power, alternate power source, etc. that shall be supporting the hosting of services. Cost of integration with BSNL network including billing, if any, shall be borne by MVSSP.

4. Compliance to all Applicable Law (Clause 7 Section 3 of EOI Document);

4.1. Security Requirements

- a) The Bidder (i.e. MVSSP) shall enable BSNL to comply with Applicable Laws including but not limited to notifications, circulars etc issued by GOI including DoT from time to time.
- b) The MVSSP recognizes and accepts that in order to make, maintain and ensure BSNL's networks compliant with security related instructions and guidelines issued by the DoT from time to time, complete cooperation and commitment of the MVSSP is necessary. To help and address the business continuity, communication, security requirements and security management of BSNL's network, the MVSSP shall execute an agreement in the form as contained in template at Section 10 of the EOI Document before issuance of any Work Order WO (Also referred as PO Purchase Order) by the BSNL. It is clarified that the execution of such agreement shall be a condition to the effectiveness of the Advance Work Order. The MVSSP shall indemnify and hold harmless the BSNL and its employees, agents, shareholders, directors, representatives, against any claims or penalty or consequence arising out of breach of the security related terms of the License as a result of breach or non-compliance by the MVSSP with

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its obligations in this sub-Clause (b) or any separate agreement executed for this purpose.

- c) It is clarified that any expenditure incurred by the BSNL for complying with security related provisions as prescribed under this clause, in respect of all the network elements/equipments supplied under this EOI document, shall be borne by the MVSSP concerned. In the event there is a breach of the security related provisions as prescribed under Applicable Laws, any penalty imposed by the DoT on the BSNL shall be paid by the MVSSP to the BSNL. Further, any testing of MVSSP's equipment including requirement of testing equipment shall be met by MVSSP on his own cost.
- 4.2. Compliance to IT Act: MVSSP shall always comply to all the provision of Information Technology Act 2008 Govt. of India with all its amendments notification etc. issued from time to time during the contract period
- 4.3. Bidder (MVSSP) shall also comply with all other Govt. of India act and laws that are applicable to the work contained in this EOI
- 4.4. The MVSSP will provide the necessary facilities for continuous monitoring of the system, at its own cost, when required by BSNL or the licensor (DOT) or the Regulator (TRAI) or any other law enforcement agency empowered to do so. The inspection will ordinarily be carried out after reasonable notice except in circumstances where giving such a notice may defeat the very purpose of the inspection.
- 4.5. The MVSSP shall make sure that system provided by them supports lawful interception and monitoring (LIMS), if such system is mandated for MVS services. The MVSSP, as a part of bid, shall furnish details of the arrangement made to comply with the requirement of lawful monitoring of services.
- 4.6. The system shall support Centralized Lawful monitoring solution for location to send usage logs (including user name, MAC, IP Address, Time, duration, sessions etc.) which can be stored for a desired usage tracking as per the law.
- 4.7. The system shall support all the latest Regulation, Law or Government Orders for enabling LI.
- 4.8. Prohibition of Certain activities by MVSSP: MVSSP shall not provide any content on the MVS platform which is prohibited by Indian Laws. The MVSSP shall be held responsible for Violation of Indian Laws in such case.
- Role and responsibility of BSNL (Clause 5, Section 3 of EOI document);
- 5.1. BSNL shall provide the Bandwidth connectivity to MVS hosting infrastructure from BSNL's MPLS-IP backbone as contribution from BSNL for delivering the MVS services. The bandwidth connectivity shall be provided in 1+1 redundant mode by BSNL free of cost, if MVS hosting platform is located in BSNL Data center. If MVSSP is hosting the platform in non-BSNL data center than MVSSP shall

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