

**TELECOMMUNICATIONS CONSULTANTS INDIA LTD.**  
**(A GOVT. OF INDIA ENTERPRISE)**  
**TC DIVISION**  
**TCIL BHAWAN, GREATER KAILASH-I**  
**NEW DELHI – 110048 (INDIA)**

No. TCIL/51/016/2011/TC/MSP

January 3, 2012

**IMPORTANT NOTE FOR BIDDERS**

Name of Item: **RFP tender document for selection of Managed Services Partner(s) (MSP) for providing Managed Enterprise Solutions for Indian and Foreign Enterprise customers / Service Providers in India and abroad as per scope defined in the document.**

- Bidders are advised to purchase the RFP Tender Document against cash / DD from the O/O of GM TC. The document is also available for information on website - <http://www.tcil-india.com>
- The Cost of RFP Tender Document is Rs 20,000/- (Rs Twenty Thousand only)
- The eligible bidders who have purchased tender document only can submit pre-bid queries.
- The bidder should submit an EMD of Rs 5 Lakh (Rs Five lakhs) in form of Demand Draft in favour of T.C.I.L payable at New Delhi or in the form of Bank Guarantee.
- The technical bid along with EMD should be put in One Sealed Envelope and the financial bid in another Sealed Envelope put together in outer envelope.
- The proposal may kindly be submitted latest by 03.02.2012, at 14:30 hrs.
- TCIL is governed by Integrity Pact. All bidders need to sign the Integrity pact document and submit along with the bid.

Date of Publish – 03.01.2012

Queries if any may kindly be submitted by 11.01.2012. The clarifications (if any) will be uploaded on web-site by 18.01.2012.

Date of Submission of Bids 03.02.2012.

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# **RFP tender document**

No. TCIL/51/016/2011/TC/MSP

Last Date of Submission: 03.02.2012

**Sub: RFP TENDER for selection of Managed Services Partner(s) (MSP) for providing Managed Enterprise Solutions for Indian and Foreign Enterprise customers / Service Providers in India and abroad as per scope defined in the document.**

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## **Introduction:**

Telecommunications Consultants India Ltd., (TCIL), is a Government of India Enterprise under Ministry of Communications, New Delhi. TCIL is presently ISO: 9001: 2008 accredited company. TCIL is a world-reputed organization for providing turnkey and managed solution from concept to commissioning in the field of IT and Telecommunications. TCIL has successfully completed a number of IT and Telecom projects throughout the world in last 32 years and presently working in 60 countries.

TCIL intends to select strategic Managed Services Partner(s) (MSP) **for providing Managed Enterprise Total Solutions for Indian and Foreign Enterprise customers / Service Providers as per scope defined in the document. TCIL will jointly launch GO TO Market with the Partner(s) and will offer these services to Enterprise**

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## **Customers / Service Providers in India and abroad.**

**The scope of the RFP tender is as follows:**

### **A. General Terms and Conditions:**

1. The basic Objective of this RFP Tender is to select strategic Managed Service Partner or Partner(s) having Managed Service including System Integration (SI) Capabilities, which enable TCIL to provide complete end-to-end Managed Enterprise Solutions to esteemed customers / Service Providers in India and abroad on hosted as well as on-site basis on OPEX/ CAPEX Model as per market requirements.
2. It shall be a Non-exclusive agreement for all parties - TCIL as well as Partner(s).
3. The Managed Service Partner(s) is free to develop their network in India and / or abroad either directly or through their channel Partner(s) for business generation in accordance with this agreement. However, this Agreement shall not restrict TCIL from contracting for identical or similar services from any other person / party.
4. The short-listed Managed Service Partner(s) need to sign an agreement with TCIL as per format specified in Annexure. – C.
5. The right to suspend the short-listing process or part of the process to accept or reject any or all applications at any stage of the process and / or to modify the process or any part thereof at any time without assigning any reason therefore is reserved by TCIL without any obligation or liability whatsoever.
6. TCIL and MANAGED SERVICE PARTNER(S) will jointly address the Total requirements of the customer.
7. Managed Service Partner(s) will adhere to Service Delivery (SD) / Service Assurance (SA) / Service Level Agreement (SLA) offered to its customers.
8. For providing last mile connectivity to the customer, MANAGED SERVICE PARTNER(S) will coordinate and pursue with BSNL / MTNL / Other Service Providers in India as well as Service Providers of respective country for services in that country to enable the same to be able to complete the project in time.
9. As per customer requirements, the partner may have to take the captive connectivity network of customer on their name for providing the Managed Services on that network as a Private cloud.

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10. MANAGED SERVICE PARTNER(S) will also conduct technical seminar either themselves or through Solutions Providers / Vendors / OEMs for TCIL Officers to make them conversant about their product capabilities vis-à-vis customer requirement and market trend.
11. MANAGED SERVICE PARTNER(S) shall also provide relevant equipment / services free of cost for demonstrating the capabilities, if the same is required by the customer and agreed to be provided for POC (Proof of Concept) / service demonstration or feel of services.
12. Back End Tie-ups by the Partner(s) or their subsidiaries for extending the services nationally and internationally will be permitted.
13. MANAGED SERVICE PARTNER(S) will also conduct Customer meet / road shows / other promotional events for generating business / creating awareness about products and services in consultation of TCIL.
14. The MANAGED SERVICE PARTNER(S) shall provide 24 X 7 helpdesk, either web based or call center. The Onsite support shall also be provided, wherever agreed with the customer.
15. MANAGED SERVICE PARTNER(S) shall supply and keep sufficient spares directly or through back end tie up with the Original equipment manufacturer to address any equipment related problem within time frame agreed with customer.
16. Whenever the Managed Service Partner(s) supply equipments; they must ensure that they have necessary letters of support from that OEM (Original Equipment Manufacturer) for supporting as per customer requirements or at least for next three years. In case the product / services are getting obsolete, then alternate arrangement should be done by Partner(s) in consultation with customer. Whenever any such support is not available, then the partner must bring it to the notice of TCIL in writing, otherwise it shall be presumed that such support is available.
17. The terms and conditions of the Agreement are subject to modification by mutual agreement based upon the request of either party. In case of no agreement being reached in such cases, TCIL reserves the right to terminate the agreement as per the provisions of this agreement.
18. The Service Delivery (SD) as well as Service Assurance (SA) will be as per the SD and SA asked by and agreed with customer. MANAGED SERVICE PARTNER(S) shall depute appropriate resources to monitor and manage the progress of the project.
19. The MANAGED SERVICE PARTNER(S) shall be fully responsible for the employment or payment of wages to its employees and shall fully comply with all

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laws, rules, regulations, notifications, directions orders etc. of the Govt. whether Central, State, Local or Municipal relating to such employment, payment of wages etc. and all others matter connected therewith and hereby indemnifies and agrees to continue indemnifying TCIL in this regard. This applies to MSP's manpower deputed or employed outside India for execution of Works to comply all labor and Tax laws of the country.

20. If Managed Service Partner is having IT system for on line working then the terminals of the same with appropriate rights will be extended to TCIL designated officers for smooth working.
21. Once TCIL receives the Order from the Customer / Service Provider, the PO (Purchase Order) will be placed to the Managed Service Partner. However, in case of multiple partners , TCIL reserves the right to select the partner depending on the nature of services and association of the Managed Service Partner, capability keeping in view client requirements .
22. The TCIL shall have no liability or obligation for any State or Local Govt. Levies / Taxes for services provided by MANAGED SERVICE PARTNER(S) under this Agreement, including similar services in countries outside India where MSP's provide its services for execution of Works. Hence MSPs shall be responsible for all taxes applicable for services as provided.
23. TCIL reserves the right to appoint any number of Partner(s) in this category or sell directly or through other channels also. TCIL also reserves the right to create other categories of Partner(s) to serve a particular segment of customers.
24. TCIL Intends to serve with the help of Partners Indian and Foreign Enterprise customers / Service Providers in India and abroad. The Indian and Foreign Enterprise Customers mean Large, Medium, Small Enterprise Customers as well as SMB (Small and Medium Business) customers. Practically it means all customers except general consumers / retailers – which are proposed to be served through Service Providers / Web Portals / Partners / Service Provider Partners.
25. Billing System – The Billing to End Customer and Payment Collection is TCIL's responsibility. But the Partners at their cost are supposed to provide support and required documents to generate bills in time in the formats agreed and ready to serve conditions. The Partner must also maintain the supporting details of the bills, so that in case of any dispute, TCIL should be able to justify the bills. The records will be maintained as per statutory time prescribed or One Year, whichever is more.
26. Web Portal - The Partner will also provide at their cost the Web Portal for these services, which will get integrated with TCIL web Portal.
27. Service Plans - The Services will be launched in both Post-paid as well as Pre-paid format as per Market Opportunities and Market trend. The OPEX and CAPEX Model

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will also be provided by MSP.

28. Investments – As per the Responsibility Matrix defined in annexure – ‘B’ for different types of services, the investment of TCIL / Partner will be for their respective areas. e.g. in Type A, everything is supposed to be done by the Partner except for, the serving bills, collecting Payment and Passing on Partners Payment. However Joint GO TO Market is mutual responsibilities of both sides to make it a success.
29. Periodic Monthly Review will be done and next course of action will be decided.
30. In future, TCIL may consider creating Joint Ventures / Consortium in India or abroad for services / solutions with the selected partner or their subsidiaries for potential business cases on mutually agreed terms and conditions.
31. TCIL may consider creating Joint Ventures / Consortium in India or abroad along with Managed Service Partner on mutually agreed terms and conditions with PSUs / Government Department or Ministries / BFSI segment or IT and Telecom companies in Private or Public Sectors / OEMs for creating Market.
32. Consortium with only own Subsidiaries of the Bidder is allowed as mentioned in eligibility criteria. All the consortium partners will be collectively as well as severally responsible. For providing the services as per this document the bidder as well as their subsidiaries participated will be free to do backend Partnership with OEMs / Service Providers / Vendors.

**B Eligibility Criteria: - Eligibility Criteria is as follows:**

1. The Bidder must be Indian Registered Company, under the Company registration act. 1956 – Certificate of Incorporation with copy of Memorandum and Articles of Association is to be provided.
2. The Bidder must have a valid ISO 9001 quality certification – Certificate Copy to be attached.
3. The Bidder must have a valid ISO 20000-1:2005 certification for DC Build & Management Services, System Integration Services, FMS and NMS - Certificate Copy to be attached.
4. The Bidder must have a valid ISO 27001:2005 certification – Certificate Copy to be attached.
5. The Bidder must have an average annual turnover of Rs 100 Crores (Rs One hundred Crores) in the last 3 years (2008 – 2009, 2009 – 2010 and 2010 – 2011) and having a net worth of at least Rs 50 Crores (Rs Fifty Crores) as on 31-03-2011. Certified Copy of Audited Balance Sheet to be attached.

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6. The Bidder must have an experience of being Software as a Service (SaaS) / IaaS (Infrastructure as a Service) / PaaS (Platform as a Service) Channel Partner for Marketing, Selling and Support of Managed SaaS/IaaS/PaaS and providing pre-sales and after sales customer services with any large Telecom Service Provider in India preferably with PSU Telecom Service Providers within last three years – Agreement Copy to be attached.
7. The Bidder must provide documentary evidence in form of PO of at least 2 PSU's in their own name for providing the email solutions on OPEX hosted / ASP (Application Service Provider) Model for more than 3000 user accounts in each PSU during last three years – PO copy to be attached.
8. The Bidder should have commissioned and installed at least one data center project of an order value (Including IT and Non-IT but excluding basic building structure cost) of not less than Rs 10 Crores (Rs Ten Crores) during the last 3 years. The bidder's In-house data center will not be considered, however the bidders who have built their own data center for commercial use will be considered. – Certificate from Chartered Accountant / company secretary confirming the order value / cost along with the work order copy / client certificate should be attached.
9. The Bidder should have experience of working on BOT / BOOT / BOO Model. The Bidder must be working on at least 2 BOT / BOOT / BOO Model Projects secured through bidding process. – Agreements copies to be attached.
10. The Bidder must have offices at least in 8 locations ( Delhi, Kolkatta, Chennai, Mumbai, Pune, Hyderabad, Bangalore and Ahmedabad) in the country. The Name, Email, Address and Telephone Number are to be provided. – Company Secretary Certificates to be attached.
11. The Bidder must have Regular Service Personnel in at least 75 (Seventy five) locations in the country. The Name, Email, Address and Telephone Number of the Service Personnel are to be provided. – Company HR Head / Authorized Person Certificates to be attached.
12. The Bidder must have at least 500 (Five Hundred) Personnel on their Payroll. – Company HR Head / Authorized Person Certificates to be attached.
13. The Bidder must have at least 5 ITIL certified Personnel on their payroll – Company HR Head / Authorized Person Certificates to be attached along with the Certificates of Individual Personnel.
14. Consortium with only own Subsidiaries of the Bidder is allowed. The eligibility criteria will be checked collectively for consortium.

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**C. EMD and Security Deposit: -**

1. The bidder is supposed to submit a BG (Bank Guarantee) of Rs 5 Lakh (Rs Five Lakh) with a validity of 180 days as EMD. The BG of unsuccessful bidders shall be returned within a month of finalization of tender. No interest will be payable.
2. The successful bidder/(s) shall be required to provide the PBG (Performance Bank Guarantee) of Rs 1 Crore as Security Deposit (SD) as per terms and conditions of the RFP within 2 weeks of LOI (Letter of Intent).
3. Once PBG is received then the BG for EMD of successful bidder shall be returned. The PBG of the Partner(s) shall be reviewed periodically and adjusted as 10% of Annual Partner's Share in preceding year or Rs 1 Crore whichever is higher. TCIL shall submit EMD / SD to end customer/Client / Service Provider wherever it is required to be submitted.
4. In case it is felt that the PBG of the partner available with TCIL is not sufficient for safeguarding TCIL interest, then additional back to back PBG for that Project from the Partner will be taken.
5. All Bank Guarantee should be submitted through Delhi Branch of Nationalized Bank.

D. **Scope of the Work -** TCIL proposes to form strategic relationship with Managed Services Partner/ (s) for providing Managed Enterprise Solutions to customers / Service Providers of India and abroad. TCIL intends to capture a sizeable portion of growing managed services market. To make a planned headway, strategic Partnership has been envisaged.

1. **Managed Enterprise Solutions / Services : -**

- a. Based on Market Demand / Customer Requirements, it is proposed to create standard TCIL Managed Enterprise Solutions / Services on turnkey basis with various Models such as OPEX / CAPEX / On-site / Off-site / Virtual / Private etc.
- b. Customized solutions shall also be built up with the help of Partner for specific requirements of Customer.
- c. The tentative lists of Proposed Managed Enterprise Services / Solutions are as per Annexure – 'A'. The list is only illustrative and may be updated as per the market requirements / opportunities identified by the Partner(s). Further the services can be added as per the Market Demand / customer requirements.

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- d. The Partner will also help TCIL in identifying emerging solutions and will have backend tie ups with suitable application / solutions providers and in launching the TCIL Managed Enterprise Solutions / Services.
- e. The Applications Service Providers as per Market demand will also be approached by TCIL. The same will be implemented through Partner(s).
- f. The details of Types of Services / Solutions & Responsibility Matrix have been mentioned in Annexure – ‘B’.

## 2. GO TO Market & Targets:

- a. Through this strategic relationship TCIL intends to explore and penetrate in Growing Market of Managed Services in India and abroad, which is not limited to only IT and Telecom. TCIL has a very wide experience in diversified field. The TCIL web site may kindly be referred for the same. Further, TCIL has a huge experience in Turnkey Solutions, which includes identifying the Customer’s Total requirements and designing proper solutions. TCIL enjoys a good Market reputation.
- b. Joint GO TO Market with proposed Partner (s), will be chalked out mutually and reviewed monthly or as per the frequency deemed fit and agreed.
- c. The targets will be fixed in mutual consultations along with ways and means to achieve the same. This will be reviewed periodically
- d. Both the Parties will individually also look for opportunities through their own Sales / Channel Network. The Partners will be free to develop their own selling network in India or abroad at their cost for business generation.
- e. The Managed Service Partner(s) can use logo and name of TCIL for selling TCIL SERVICES as mentioned in this contract during contract period.
- f. TCIL will sell the services / solutions created through this RFP Tender directly or through their existing / future Joint Venture companies as per the requirements.

## 3. Pricing :

- a. The Pricing will be decided based on inputs from the Partner, who is supposed to analyze the prevailing Market Conditions on continuous basis.

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- b. The separate Card Prices (Taxes Extra) will be created on Cost plus Model, based on the inputs of the Partner for the standard / customized services created for different scenarios. The Plus is fixed percentage of Selling Price of services / solutions in each case, to customer / service providers after discounts (if any) over the card prices created. This fixed percentage is being decided through this open RFP Tender price bidding. TCIL fixed percentage should be applicable for a period of three years initially after which the same should be reviewed by TCIL for suitable enhancement every 3 years thereof.
- c. The different scenarios could arise due to
  - i. Different markets / verticals.
  - ii. Different opportunities available from the Customers / Service Providers in India and Abroad
  - iii. Different Types of provisioning as mentioned in responsibility matrix.
  - iv. Different SLA (Service Level Agreements).
  - v. Specific requirements of Customer.
- d. Based on Market feedback and trend the pricing will be kept on revising in consultation with Partner(s).
- e. Discounting will be given on the respective card price to particular customer / service Provider in India / abroad on the basis of future business potential / type of customer / size of Deal / Relationship / Market Reality / Partner(s) recommendation / TCIL assessment etc.

#### 4. Payment : -

- a. Payment to the Partner(s) will be done on back to back basis after receiving payment from the customer within 07 days of receipt of payments.
- b. However on case to case basis on Partner's request early payment can be considered in cases where advance payment has been received by TCIL. Bank Guarantee in TCIL's format issued by a nationalized bank in Delhi for the advance amount will be given by Partner in TCIL's format. In case client charges interest on TCIL, the same rate shall be applicable on MSP.
- c. As mentioned above, the Partner(s) may be required to offer discounts for getting business either on negotiation or through Bidding as per market conditions. However, the %age revenue share on selling price will remain same as fixed as per the type of provisioning, decided through this RFP tender.

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- d. The Services / Solutions developed through this RFP can be used by TCIL for internal use. In such cases the special price for internal use by TCIL will be negotiated with the Partner by TCIL. Similarly for the Partners Internal Use of these Services / Solution special Price for them will be mutually negotiated.
- e. In case of consortium, TCIL will deal only with Prime bidder. The consortium should declare one unit as a Prime bidder. The Prime bidder will act as front end for issue of Purchase orders and Payments etc.

Penalty: The Penalty will be on back to back basis for Partner's Portion of Work.

#### E. Evaluation of Bids:

1. Evaluation of Bids is a two stage Process. Technical (Eligibility) Bid and Price Bid.
2. All bidders meeting the Technical criteria will be considered for opening of price bid for selection for Managed Services Partnership.
3. Presentation from Bidders may be asked for, if felt necessary,
4. Price Bid will be opened for all Technically Qualified Bidders.
5. Price Evaluation will be done itemwise. TCIL reserves the right to offer highest rate in each category of services as "Counter Offer" to other technically qualified bidder in that category of services. Those bidders who accept the counter offer shall be selected as the service partners for that category of services.
6. All bidders, having got approved even for a single item as highest bid, will have to enter into agreement at least for that item. Failure to do so will be considered as breach of tender conditions and EMD can be forfeited.
7. The Minimum Security Deposit/PBG fixed for any or all items is Rs 1 Crore. Hence there will be no reduction in PBG of SD for less number of items.
8. As mentioned above, since nothing can be estimated at this juncture the amount of business which can generate through such Partnership, the PBG Security Deposit will be annually reviewed and will be adjusted to 10% of Partners share paid in last 12 months base or Rs One Crore, whichever is higher.
- 9. It is made very clear that no committed business from any source as of now is available with TCIL. Through this strategic Partnership jointly**

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**opportunities will be explored and worked upon. TCIL will not be responsible for any loss suffered to Partner on this account.**

10. TCIL reserves the right to reject any or all bids without assigning any reason.
11. TCIL reserves the right to negotiate with Partner higher margins based on market realities every three years of operation. The negotiated rates will be applicable for future businesses.
12. The agreement is on non-exclusive basis for all the parties.
13. However, once agreed to work jointly on any opportunity then both will work on exclusive basis for that opportunity and agreement to this affect shall be signed between the parties on Exclusive Basis.

**F. Other Terms and Conditions:**

1. For business done in India, the laws of India as promulgated / modified / amended or replaced from time to time shall govern this agreement. This agreement shall be subjected to jurisdiction at court at New Delhi. The Service partner shall acknowledge and agree that they will be totally bound and obliged to comply with all applicable norms and conditions issued from time to time by the Regulator (TRAI) or the licensor (DOT) or Government of India, Law enforcing authorities and any new condition/direction/amendment/stipulation which may be brought in force by the regulator/licensor/Government of India subsequent to execution of this agreement, all such condition/direction/amendment/stipulation shall be deemed to be automatically included in this agreement. For business done outside the country, the rules of respective country will be applicable.
2. The Agreement is a confidential document. The Partner(s) will be having lot of back end Partners. The responsibility for enforcing non-disclosure vis-à-vis backend service provider/agency/customer shall lie solely with the Managed Service Partner. The agreement shall not be amended or modified or altered or changed in any manner except in writing and duly executed by the authorized representative of each Party. The Agreement may be signed and executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Further Terms and conditions of this Agreement, which are intended to survive, shall survive the termination of this Agreement.
3. The Parties acknowledge and agree that this Agreement does not create a business relationship other than that specified in this Agreement and the rights and obligations of the Parties shall only be those expressly set forth in writing. Neither Party is authorized to act as an agent for the other Party unless explicitly

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authorized herein. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties under this Agreement unless explicitly set forth herein. Each Party shall remain responsible for its own legal and regulatory compliances while providing services as contemplated under this Agreement.

4. All the services to the end customer / Service Provider will be sold as TCIL Services; however it will be mentioned as “Powered by “Partner’s Name”” in all communications / advertisements etc. The concerned Application Service Provider Name selected by the Partner(s) can also be mentioned, in case requested by the Partner(s). TCIL may also decide to co-brand the product with partner.
5. The bill generation as well as bill collection from the customer will be TCIL responsibility.
6. **Validity of Agreement:** - This agreement shall be valid for a period of Ten (10) years (“Initial Term”) from the date of signing the Agreement unless revoked earlier as per terms and conditions of this RFP tender. If at any stage during the tenure of this agreement, it comes to the notice of TCIL, directly or through some other complaint, that the Managed Service Partner had misrepresented the facts or submitted any false information or hidden any information, which could have affected the signing of this agreement with the Managed Service Partner this agreement shall stand terminated immediately under intimation to the Managed Service Partner.
7. **Extension of Agreement:** - After the Initial Term, the Agreement shall automatically renew for a three (3) years term, unless either TCIL or Managed Service Partner has provided the other, with one-hundred and eighty (180) days prior written notice of termination. This will be extended further on mutual agreement basis in terms of three years. However, irrespective of the agreement extension, all the existing cases will continue to be governed as per agreement for all the services taken by the customer / service provider. The up gradation / expansion of the services as required by the customer / service provider will also be allowed. In case any services have become obsolete and the same requires up-gradation, the same will be done in consultation with the Users.
8. **Liability:** Except as provided in this Agreement, hereinabove, neither party shall be liable to other party or any other party by virtue of termination of this Agreement for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leases, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of this Agreement.
9. **Suspension, Revocation or Termination of agreement:**

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- I. TCIL reserves the right to suspend the operation of this agreement, at any time, due to change in its own conditions or upon directions from the competent government authorities. In such a situation, TCIL shall not be responsible for any damage or loss caused or arisen out of aforesaid action.
  
- II. TCIL may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of Three month issued to the Managed Service Partner(s) at its registered office, terminate / or suspend this agreement under any of the following circumstances:
  - i. The Managed Service Partner(s) Limited going into liquidation or ordered to be wound up by competent authority.
  - ii. The Managed Service Partner(s) failing to perform any obligation(s) under the agreement;
  - iii. The Managed Service Partner(s) failing to rectify, within the time prescribed, any defect as may be pointed out by TCIL.
  - iv. Non adherence to SLA which TCIL has committed to customer.
  - v. EITHER PARTY may terminate the agreement, by giving notice of at least three month in advance. The effective date of surrender of agreement will be three month counted from the date of receipt of such notice by the other party or the authority that signed the agreement on behalf of other party.
  - vi. If the MSP fails to provide services to the satisfaction of TCIL ,then TCIL shall have the right to terminate the contract and get the services work done from other agencies at the risk & cost of party.
  
  - vii. If the Managed Service Partner(s) is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to TCIL in writing. In that case, the written notice period can be modified by TCIL as deemed fit under the circumstances. TCIL 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.
  
- III. It shall be the responsibility of the Managed Service Partner(s) to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of Managed Service Partner(s) and Performance Bank Guarantee shall be forfeited, without any further notice.
  
- IV. Breach of non-fulfillment of Agreement conditions may come to the notice of TCIL through complaints or as a result of the regular monitoring.

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Wherever considered appropriate TCIL 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 the Managed Service Partner(s) or not? The Managed Service Partner(s) shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry.

V. **Actions pursuant to Termination of Agreement:** Notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement.

- i. Neither Party shall represent the Other Party in any of its dealings.
- ii. Neither Party shall intentionally nor otherwise commit any act(s) as would keep a third party to believe that the other Party is still the former Party's service provider, as the case may be.
- iii. Each party shall stop using the other Party's name, trademark, etc., in any audio or visual form.
- iv. The expiration or termination of the Agreement for any reason whatsoever shall not affect any obligation of either Party having accrued under the Agreement prior to the expiration or termination of the Agreement and such expiration or termination shall be without prejudice to any liabilities of either Party to the other Party existing at the date of expiration or termination of the Agreement.

VI. **Dispute Settlement :**

- i. All disputes or differences whatsoever arising between the parties regarding this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement) shall be settled by Arbitration in accordance with the Arbitration and Conciliation Act of 1996 and the venue shall be New Delhi. The Arbitral Tribunal shall consist of a sole arbitrator, which shall be appointed with either CMD, TCIL himself or any person nominated by him to act as sole arbitrator
- ii. There will be no objection to any such appointment on the ground that the arbitrator is a TCIL official or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a TCIL official he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being

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transferred or vacating his office or being unable to act for any reason whatsoever, the CMD, TCIL shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

- iii. The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- iv. The venue of the arbitration proceeding shall be the office as decided by CMD TCIL, or such other places as the arbitrator may decide.

10. **Performance Bank Guarantee: -**

- VII. Each empanelled Managed Service Partner(s) will need to submit Performance Bank Guarantee (PBG) of Rs 1 Crore, before signing the agreement and submission of proposal to the customer, for ensuring full compliance of agreement conditions. Initially, the PBGs shall be valid for at least two and half years from the date of signing of agreement (effective date) of the service and shall be renewed from time to time till the expiry of agreement and till all outstanding dues to TCIL, if any, have been fully paid and its claims are satisfied or discharged. Once PBG is received then the BG for EMD of successful bidder will be returned.
  - VIII. Amount of PBG shall be reviewed periodically. After the first year PBG shall be 10% of Contract value or Performance bank guarantee prescribed above, whichever is higher. The Performance bank guarantee for the difference of additional amount (if any) be paid by the MANAGED SERVICE PARTNER(S) **within 30 days** of the start of the New Year. Any failure to do so, shall amount to violation of the terms of the agreement and entitle TCIL to en- cash the Performance bank guarantee and to convert into a cash security without any reference to the MANAGED SERVICE PARTNER(S) and his risk and cost.  
No interest or compensation whatsoever shall be payable by TCIL on such encashment
11. **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 the Managed Service Partner(s)), 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 of TCIL as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive. However, the Force-majeure events noted above will not in any way cause extension in the period of the agreement.

12. **EMD / PBG to End Customer** - TCIL will submit EMD / PBG to end customer / Service Provider wherever it is required to be submitted as per business requirements. In case it is felt that the PBG of the partner available with TCIL is not sufficient for safeguarding TCIL interest, then additional back to back PBG for that Project from the Partner will be taken.

**13. CONFIDENTIALITY OF INFORMATION & INTELLECTUAL PROPERTY :**

- IX. Subject to conditions contained in this Agreement, the Managed Service Partner(s) shall take all necessary steps to safeguard the privacy and confidentiality of any information about TCIL and its subscribers from whom it has acquired such information by virtue of the Service provided and shall use its best endeavors to secure that:
- i. No person acting on behalf of the Managed Service Partner(s) or the Managed Service Partner(s) himself divulges or uses any such information except as may be necessary in the course of marketing of TCIL DATA SERVICES as mentioned in Annexure and
  - ii. No person seeks such information other than is necessary for the purpose of marketing of TCIL MANAGED SERVICES.
  - iii. Provided, the above para shall not apply where TCIL has consented in writing to such information being divulged or used, and such information is divulged or used in accordance with the terms of that consent; or the information is already open to the public.
- X. The Managed Service Partner(s) shall take necessary steps to ensure that the Managed Service Partner(s) himself / herself and any person(s) acting on its behalf observe confidentiality of customer information.

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- XI. The Managed Service Partner(s) signing agreement will mean that all necessary steps to ensure that it and its employees shall observe confidentiality of customer information has been taken and effective system by them in put in place.
- XII. This clause shall survive the termination or expiry of this Agreement.
- XIII. Intellectual Property:
- i. The Partner will not offer any thing to TCIL for which they do not have valid Intellectual Property Rights. It will be presumed that Partner has necessary IPR for the same. The IPR includes all right, title and interest in any and all technology and intellectual property forming part of the provision of the Services, including, without limitation, any software, error corrections, updates and related documentation and any trademarks, service marks, brands, logos or trade names of Partner. The Partner's Intellectual property will be used only as per scope defined in this agreement.
  - ii. The intellectual property rights of the services / solution offered by TCIL shall be with TCIL. All documents, raw data, research, processes, technology, film, artwork, engravings, dies, paper tapes, magnetic media, programs, designs and inventions (collectively referred to as the "information") conceived of, collected, completed or produced in the course of performance of the contract by the Managed Service Partner(s), for TCIL or provided to the Managed Service Partner(s) by TCIL shall be the exclusive property of TCIL and shall be kept confidential.
  - iii. The Managed Service Partner(s), including all Personnel shall not disclose, divulge, share, discuss, lend, license or sell to any third party any information, data, databases, documents, software, proprietary information, taxpayer information or technical material ("information") supplied to or by TCIL in the performance of the Agreement.
  - iv. Neither party will use the other party's name nor marks, refer to or identify the other party in any advertising or publicity releases or promotional or marketing correspondence to others except as per provisions in this document.

14. **Indemnification** : The Managed Service Partner(s) agrees to protect, defend, indemnify and hold harmless TCIL 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

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relating to:

- I. Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party;
  - II. Any breach of the terms and conditions in this agreement by the Managed Service Partner(s).
  - III. Any claim of any infringement of any intellectual property right or any other right of any third party or of law by the Managed Service Partner(s);
  - IV. This clause shall survive the termination or expiry of this Agreement.
  - V. Relationship: Each party understands that it is an independently owned business entity and this Agreement does not make it, its employees, associates or agents as employees, agents or legal representatives of the other party for any purpose whatsoever. Neither party has express or implied right or authority to assume or to undertake any obligation in respect of or on behalf of or in the name of the Other Party or to bind the Other Party in any manner. In case, any party, its employees, associates or agents hold out as employees, agents, or legal representatives of the other party, the former party shall forthwith upon demand make good any/all loss, cost, damage including consequential loss, suffered by the other party on this account.
15. **INTEGRITY PACT** – TCIL is governed by Integrity pact. The bidders have to sign the Integrity pact. The draft document is attached at Annexure – ‘G’.

**G Submission of application:**

- a. Application giving the details is to be made on the company's letter head. A copy of this RFP TENDER duly signed in on all pages as a token of acceptance of all clauses be submitted along with application form.
- b. The cost of RFP TENDER document is Rs 20,000/-(Rs Twenty Thousand Only). The same can be purchased from TCIL designated officer. The same can also be downloaded from the TCIL web site.
- c. All documents in addition to signed copy of RFP TENDER as well as BG are required to be submitted to establish eligibility as per eligibility clause along with the application. In addition following documents are also required to be submitted Along with Technical Bid.
  - i. Organizational chart & Infrastructural details with the list of marketing office at major cities of the country. They are also required to submit their web site details.
  - ii. Willingness letter to work across India and / or India and abroad.
  - iii. Undertaking that they will submit PBG for Rs 1Crore within 3 weeks of approval in the format specified in the RFP TENDER. The BG submitted for EMD will be returned after submission of PBG.
  - iv. Details of marketing offices and /or undertaking for opening the same, if sufficient offices are not available.
- d. All costs & expenses associated with submission of application shall be borne by the company submitting the application and TCIL shall have no liability in any manner in this regard or if it decides to terminate the process of short-listing for any reason whatsoever.
- e. The application to be submitted in a big sealed cover containing both Technical as well as Price bids in separate sealed envelopes.
- f. Bidders not submitting Integrity Pact document duly signed along with Technical bid will be summarily rejected.

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## Annexure – ‘A’

**Managed Enterprise Solutions.**

<u>SN</u>	<u>Illustrative list of Services / Solutions.</u>
1	Software as a Service (SaaS)
2	Infrastructure as a Service (IaaS)
3	Platform as a Service (PaaS)
4	Managed Web Services.
5	Connectivity as a Service (With or Without Router / LAN Switches / Other Equipments).
6	Network Management as a Service with guaranteed SLA.
7	NOC / SOC Services
8	Managed WAN Optimization as a Service
9	Managed Emergency Medical Services.
10	Managed Hospitalisation Services.
11	Managed Insurance Services
12	Managed e-governance as a Service.
13	Managed Land record / Document Management as a Service
14	Managed Security as Service – On Site / Cloud Based.
15	Video Conferencing / Tele-Presence as a Service
16	Managed SAP / CRM / Sales Automation / Project Management as a Service.
17	Managed Web / Audio Conferencing.
18	Managed IVRS Solutions.
19	Managed Hosted Contact Center.
20	Data Center as a Service.
21	Managed Storage as a Service.
22	Managed Digital Signage as a Service.
23	Managed Unified Communication as a Service.
24	IPv4 to IPv6 Conversion.
25	Consultancy as a Service.
26	Training as a Service
27	Managed Surveillance / Business Intelligence as Service.
28	Outsourcing as a Service
29	Managed Solutions for Different Verticals
30.1	Cooperative banks.
30.2	Health Care
30.3	Education
30.4	Transportation
30.5	Government Central / State
30.6	PSUs Central / State
30.7	E-governance
30.8	BFSI / Manufacturing / IT-ITeS / Services
30.9	Any other sectors etc.

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The services / solutions could also be viewed as

**A. Core Infrastructure Solutions**

- i) **Email** - Application for sending and receiving email and having it stored and forwarded to individual mailboxes. Email service may also include meeting requests, instant messaging, voicemail, faxes, or pager data.
- ii) **Security** - Applications or programs that serve as a protective barrier between the Internet and company networks, providing functions such as proxy, firewall, anti-virus management and intrusion detection.
- iii) **System & Device Management** - A management application that monitors servers and devices on the network, and provides information on how they are performing, or can be used to distribute or update software to PCs and other servers.
- iv) **Web Conferencing** - The ability to share presentations or documents via the internet while on a telephone conference call.
- v) **File Sharing & Storage** - File storage, access and/or ability to share documents and company files on a network.
- vi) **Back-up and Disaster Recovery** - Routinely copy data on servers and PCs to secondary storage in case there is a need to restore a PC or server to an operational state following a disaster, such as a hard disk failure, and/or to restore small numbers of files after they have been accidentally deleted or corrupted.
- vii) **User Account Management** - A server application that holds network user account information about company employees, used to control network resources and data.
- viii) **Remote Access** - Secure remote access for users working from home or on the road with software such as PC Anywhere, GoToMyPC.com or a Virtual Private Network (VPN).
- ix) **Collaboration Team Site** - a website where teams working together on a project can collect and share content and documents with one another and track the project schedule and assignments. The site is used to facilitate collaboration among company employees and/or business partners, customers, and suppliers.

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## **B. Application Solutions**

- i) Database Management Systems (DBMS)** - A structured collection of company records or data that can be queried by users to find out information and to help make decisions.
  
- ii) Website Services** - Internet, intranet and extranet web sites that can be viewed internally or externally over the Internet. Includes the design, maintenance and monitoring of that web site.
  - i) E-Commerce** - The buying and selling of products or services over the Internet, and the systems and services needed to support this activity.
  
  - ii) Customer Relationship Management (CRM)** - An application for companies to manage their relationships with customers, including the capture, storage and analysis of customer, vendor, partner, and internal process information.
  
  - iii) Payroll/Accounting** - Software that records and processes accounting transactions such as accounts payable, accounts receivable and payroll.
  
  - iv) Enterprise Resource Planning (ERP)** - An application that integrates company data and processes of an organization into a unified system. Can include a mix of modules including manufacturing, supply chain, financials, customer relationship management (CRM), human resources, warehouse management and decision support system. A key ingredient of most ERP systems is the use of a unified database to store data for the various system modules.
  
  - v) Supply Chain Management (SCM)** - An application that assists in the process of planning, implementing, and controlling the operations of the supply chain within a company. Spans all movement and storage of raw materials, work-in-process inventory, and finished goods from point-of-origin to point-of-consumption.
  
  - vi) General Purpose applications** - An application that assists in the process of Sales force automation / Project Implementation / Business Intelligence/ Share point.

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**Types of Services / Solutions & Responsibility Matrix**

**Types of Services / Solutions**

A. The Illustrative list of Services / Solutions are as mentioned in Annexure – ‘A’. It is proposed to develop various Managed Enterprise Solutions on such services / solutions to suit the different standard as well as customized requirements of the customer / service Providers in India or abroad. Kindly note that the Managed / Hosted / Cloud Solutions are evolving. To suit various requirements the Main Center of the services / solutions could be On Site (Customer / Service Provider Locations) or Off Site (Managed Service Partner / TCIL Datacenter) or it could be a mix of On Site as well as Off Site Provisioning. The Servers / Applications / Management / Support could also be Shared or Dedicated (Real as well as Virtual). The Service Level Agreement (SLA) could also be standard or specific. All the variants of services / solutions are proposed to be covered under this agreement. The Separate Price with the help of Partner will be developed for different cases on cost plus basis. As explained, the “Plus” is fixed percentage of Selling Price of services / solutions in each case, to customer / service providers after discounts (if any) over the card prices created. This fixed percentage is being decided through this open RFP Tender price bidding.

B. In any Service / Solutions Creation or Provisioning,

I. There will be six components in the Main Center as mentioned below in Table - I. Each component as a package will be provided by either Managed Services Partner or TCIL.

II. Disaster Recovery Facility - There will be Disaster Recovery Facilities from location other than Main Center as mentioned above. This will be provided by either Managed Services Partner or TCIL

Billing and Payment Collections – All Services / Solutions will have Billing, Payment Collection from Customer and Partners Payment. This will be by and large provided by TCIL except in specific cases as mentioned in Section – ‘G’ Clause – 6.

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- C. Based on the ways these components are provided by the Managed Services Partner and / or TCIL, different **Types of Services / Solutions** have been categorized. The responsibility Matrix for each type has also been mentioned. The complete list of the **Types of Services / Solutions & Responsibility Matrix** is mentioned in Table – II below.
- D. In responsibility Matrix, wherever TCIL is mentioned then that component of work will be done by TCIL, similarly wherever Partner is mentioned then that component of work will be done by Managed Service Partner.
- E. The bidders in Price Bid are required to submit %age share to TCIL for various types. Though Prices for various services will be developed on Cost plus Basis, but the Plus is fixed percentage of Selling Price of services / solutions in each case, to customer / service providers after discounts (if any) over the card prices created. This fixed percentage is being decided through this open RFP Tender price bidding.
- F. All Penalties to Partner will be on back to back basis for their portion of work. However if the payments are received from the customer, then it will be sufficient reason to pay the Partner. If no payments are made to Partner, without any reasons as per provisions of this agreement, then the Partner will be free to withdraw the services.
- G. In Financial Bid for Pure Consultancy Cases the % share to TCIL has been asked for scenario, when 100% work has been done on back to back basis by the Partner. TCIL contribution is only front ending in getting the Project and Billing to customer, collecting Payment and then Passing on to the Partner(s).

In type of services A to G, two variations in each category (eg A1 A2 ....G1 G2 ) has been mentioned. First type of services (eg A1..G1) is where disaster recovery is required (with D/R facility) provided by the partner and second type of services (eg A2....G2) is where disaster recovery is not required (without D/R facility). In all cases field support of customers, service delivery & service assurance is required to be carried out by the partner and Billing, Payment Collection from customer and partner payments shall be carried out by TCIL.

- H. In Type – ‘H’ category of services all services shall be done by TCIL except the field support of customers, service delivery & service assurance which is required to be carried out by the partner.
- I. In Type – ‘I’ category of services only disaster recovery facility is to be provided by TCIL. Field support of customers, service delivery & service assurance is required to be carried out by the partner.
- J. In Type – ‘J’ category of services only disaster recovery facility is to be provided by partner. In addition, Field support of customers, service delivery & service assurance is required to be carried out by the partner.

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**TABLE – I**

<b><u>Six Components in the Main Center for Services / Solutions</u></b>		
SN	Name of Components	Details of Components.
1	Infrastructure	Data Center Space
		AC / DC Power Supply
		Air Conditioning
		Connectivity from diverse resources
		Infrastructure Provisioning as well as its running.
2	Servers	Server of adequate type and Capacity with Upgradation as and when required
3	Applications	Application of adequate type and Capacity with Upgradation as and when required
4	Management	Configuration and Management of Applicaton
5	Support	Full Customer Support, Service Deleviry (SD), Service Assurance
6	Facility	On Site (Customer / Service Provider Locations) or Off Site (Managed Service Partner / TCIL Datacenter) or it could be a mix of On Site as well as Off Site Provisioning

TABLE - II

TYPES OF SERVICES			RESPONSIBILITY MATRIX																
			A		B		C		D		E		F		G		H	I	J
			A1	A2	B1	B2	C1	C2	D1	D2	E1	E2	F1	F2	G1	G2			
Main Center	Infrastructure	Data Center Space																	
		AC / DC Power Supply	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	TCIL	TCIL	TCIL	TCIL	TCIL	TCIL	TCIL	TCIL	N/A	N/A	
		Air Conditioning	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	TCIL	TCIL	TCIL	TCIL	TCIL	TCIL	TCIL	TCIL	N/A	N/A	
		Connectivity from diverse resources	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	TCIL	TCIL	TCIL	TCIL	TCIL	TCIL	TCIL	TCIL	N/A	N/A	
		Infrastructure Provisioning as well as its running.	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	TCIL	TCIL	TCIL	TCIL	TCIL	TCIL	TCIL	TCIL	N/A	N/A	
	Servers	Server of adequate type and Capacity with Upgradation as and when required	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	TCIL	TCIL	TCIL	TCIL	TCIL	TCIL	N/A	N/A	
	Applications	Application of adequate type and Capacity with Upgradation as and when required	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	TCIL	TCIL	TCIL	TCIL	TCIL	N/A	N/A
	Management	Configuration and Management of Application	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	TCIL	TCIL	TCIL	N/A	N/A
Support	Full Customer Support, Service Delivery (SD), Service Assurance	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	PARTNER	
Main Center Facility	On Site	ON SITE	ON SITE	OFF SITE	OFF SITE	Y	Y	OFF SITE	OFF SITE	OFF SITE	OFF SITE	OFF SITE	OFF SITE	OFF SITE	OFF SITE	OFF SITE	N/A	N/A	
	Off Site	ON SITE	ON SITE	OFF SITE	OFF SITE	Y	Y	OFF SITE	OFF SITE	OFF SITE	OFF SITE	OFF SITE	OFF SITE	OFF SITE	OFF SITE	OFF SITE	N/A	N/A	
	Mix of On Site and Off Site = Y	ON SITE	ON SITE	OFF SITE	OFF SITE	Y	Y	OFF SITE	OFF SITE	OFF SITE	OFF SITE	OFF SITE	OFF SITE	OFF SITE	OFF SITE	OFF SITE	N/A	N/A	
Disaster Recovery Facility	Disaster Recovery Facilities from location other than Main Center.	PARTNER	N/A	PARTNER	N/A	PARTNER	N/A	PARTNER	N/A	PARTNER	N/A	PARTNER	N/A	PARTNER	N/A	TCIL	TCIL	PARTNER	
Billing and Payment Collections	Billing, Payment Collection from Customer and Partners Payment.	TCIL	TCIL	TCIL	TCIL	TCIL	TCIL	TCIL	TCIL	TCIL	TCIL	TCIL	TCIL	TCIL	TCIL	TCIL	TCIL	TCIL	
N/A = NOT APPLICABLE; Off Site means Data Center Facility at Central location																			

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# ANNEXURE – C

## AGREEMENT PROFORMA

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

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

### AGREEMENT

AGREEMENT with M/s \_\_\_\_\_ for selection of Managed Services Partner(s) for providing Managed Enterprise Solutions for Indian and Foreign Enterprise customers / Service Providers in India and abroad as per scope defined in the tender document.

This agreement is signed on the \_\_\_\_\_ by and between **TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED**, a company registered under the Companies Act 1956 having its Registered office & Corporate office at TCIL Bhawan, Greater Kailash - I, New Delhi- 110048 acting through the G.M. TCIL, New Delhi (hereinafter called **TCIL** which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) of the FIRST PARTY

AND

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

AND#

M/s \_\_\_\_\_, a subsidiary company of M/s \_\_\_\_\_, having its registered office ..... acting through Mr. / Ms. ...., (Designation), the authorized signatory (hereinafter called as **Managed Service Partner(s) or MANAGED SERVICE PARTNER(S)**), which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) of the THIRD PARTY.

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AND#

M/s \_\_\_\_\_, a subsidiary company of M/s \_\_\_\_\_, having its registered office \_\_\_\_\_ acting through Mr. / Ms. \_\_\_\_\_, (Designation), the authorized signatory (hereinafter called as **Managed Service Partner(s) or MANAGED SERVICE PARTNER(S)**), which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) of the THIRD PARTY.

# = Delete whatever is not required.

WHEREAS

1. TCIL is a Government of India Enterprise, providing Total Solutions in IT, TELECOM and other areas for Customers / Service Providers in India and abroad.
2. The TCIL is desirous of appointing Managed Service Partner(s) as Channel Partner(s) (hereinafter referred as MANAGED SERVICE PARTNER) to offer Managed Enterprise Solutions to Indian and Foreign Customers / Service Providers in India and abroad. The MANAGED SERVICE PARTNER(S) has approached TCIL for authorizing it to act as its Managed Service Partner(s) **for providing Managed Enterprise Solutions for Indian and Foreign Enterprise customers / Service Providers in India and abroad as per scope defined in the document.**
3. The Managed Service Partner(s) has requested to sign an agreement for **providing Managed Enterprise Solutions for Indian and Foreign Enterprise customers / Service Providers in India and abroad as per scope defined in the document** for TCIL customers whereupon and in pursuance to the said request, TCIL has agreed to sign this Agreement.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In consideration of the due observance & performance of all the terms and conditions mentioned in this agreement along with the RFP TENDER terms and condition issued vide number \_\_\_\_\_, which are part and parcel of this agreement, TCIL and the M/S \_\_\_\_\_ & M/s \_\_\_\_\_ (Subsidiary), & M/s \_\_\_\_\_ (Subsidiary) agree to sign agreement **for providing Managed Enterprise Solutions for Indian and Foreign Enterprise customers / Service Providers in India and abroad as per scope defined in the document.**
2. This agreement shall be valid for a period of Ten (10) years (“Initial Term”) from the date of signing the Agreement unless revoked earlier as per terms and conditions of this RFP tender. After the Initial Term, the Agreement shall automatically renew for

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a three (3) years term, unless either TCIL or Managed Service Partner has provided the other, with one-hundred and eighty (180) days prior written notice of termination. This will be extended further on mutual agreement basis in terms of three years.

3. M/s .....and TCIL hereby agrees and unequivocally undertakes to fully comply with all terms and conditions stipulated in agreement without any deviation or reservations of any kind, unless mutually agreed between the parties at any given time.
4. The laws of land as promulgated/modified/amended or replaced from time to time shall govern this Agreement. TCIL reserves the right to appoint more than one Managed Service Partner(s) in this category.
5. This Agreement shall not be amended or modified or altered or changed in any way except in writing and duly executed by the authorized representative of each party.
6. The Agreement is a confidential document. M/s .....& M/s .....and TCIL shall not divulge any part of this Agreement either through oral or written communication or through any other mode to any third party unless and until required to do so for executing work as per scope defined in the tender document.
7. The Managed Service Partner(s) has agreed to the Performance bank Guarantee (PBG) of Rs. \_\_\_\_\_ (in words) \_\_\_\_\_ as a security towards due observance and performance of terms & conditions of this Agreement for the term. This bank Guarantee shall be valid for the period of tenure from the date of signing of this Agreement. In case it is submitted for lesser period as per banking rules, then 3 months before expiry the same will be extended by the Partner(s). The MANAGED SERVICE PARTNER(S) agrees to renew the PBG from time to time till expiry of agreement or till TCIL is satisfied that the terms & conditions of said agreement have been fully and properly carried out by the MANAGED SERVICE PARTNER(S). Without prejudice to its rights of any other remedy, on failure of the MANAGED SERVICE PARTNER(S) to provide services under this agreement or in case of any breach in terms and conditions of the Agreement, TCIL shall en-cash / forfeit the said Performance bank Guarantee.
8. In case of Consortium, the TCIL will deal with the Prime bidder, declared by the consortium for all Purchase orders and payment etc. However all consortium partners are jointly and severally responsible as per scope of tender document.
9. If M/s.....fails to provide services to the satisfaction of TCIL ,then TCIL shall have the right to terminate the contract and get the services work done from other agencies at the risk & cost of M/s.....
10. TCIL reserves the right to provide such services on its own or to enter into Agreement with other parties / persons / service providers for providing similar services from time to time in future without any restriction on number of persons /

Signature with Seal

As a token of Acceptance of All Clauses.

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parties / System Integrators as Channel Partner(s), the Managed Service Partner(s) shall have no objection whatsoever. MANAGED SERVICE PARTNER(S) agrees to adherence to this provision and the same is a material obligation of this Agreement.

11. Both the parties shall be governed by Laws of India & parties hereby submit to exclusive jurisdiction of Delhi Court of Law.
12. All disputes or differences whatsoever arising between the parties regarding this agreement shall be settled by Arbitration in accordance with the Arbitration and Conciliation Act of 1996 and the venue shall be New Delhi. The Arbitral Tribunal shall consist of a sole arbitrator, which shall be appointed with either CMD, TCIL himself or any person nominated by him to act as sole arbitrator.
13. All terms and condition as mentioned in RFP TENDER vide number ..... is valid and are to be complied and shall forms an integral part of this agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorized representatives on the .....day of ....., 2011 .

Sd/-

\_\_\_\_\_  
Signed for and on behalf of **TCIL** by .....  
General Manager (TC), TCIL Bhawan, Greater Kailash - I, New Delhi- 110048

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

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

-----  
In the presence of Witnesses:

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

Signature with Seal  
As a token of Acceptance of All Clauses.



**Annexure- E**

**PERFORMANCE BANK GUARANTEE (PBG Format)**

**(TO BE ISSUED BY A DELHI BRANCH/ANY NATIONALIZED BANK)**

**M/s Telecommunications Consultants India Ltd.,  
TCIL Bhawan, Greater Kailash-I  
New Delhi – 110 048 (INDIA)**

(With due stamp duty if applicable)

**OUR LETTER OF GUARANTEE No.** : \_\_\_\_\_

In consideration of TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED, having its office at TCIL Bhawan, Greater Kailash-I, New Delhi – 110 048 (INDIA) (hereinafter referred to as “TCIL” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated \_\_\_\_\_/issued Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ with/on M/s \_\_\_\_\_ (hereinafter referred to as “The Supplier” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Supplier having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated \_\_\_\_\_ /Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ and TCIL having agreed that the Supplier shall furnish to TCIL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) of the value of the Purchase Order i.e. for \_\_\_\_\_.

We, \_\_\_\_\_ (“The Bank”) which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. \_\_\_\_\_ in your favour for account of \_\_\_\_\_ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay upto but not exceeding \_\_\_\_\_ (say \_\_\_\_\_ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier having failed to perform the Agreement and despite any contestation on the part of above named supplier.

Signature with Seal

As a token of Acceptance of All Clauses.

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This Letter of Guarantee will expire on \_\_\_\_\_ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

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**Authorized Signature**  
**Manager**  
Seal of Bank

Signature with Seal  
As a token of Acceptance of All Clauses.



**FORMAT**  
**PRICE BID**

To,  
The TCIL  
New Delhi

Sub : Price Bid  
Ref : TCIL RFP Tender Number ..... Dated

Sir,

Our best price submitted for different types are as follows.

TYPES OF SERVICES AS PER ANNEXURE - 'B'		A		B		C		D		
		A1	A2	B1	B2	C1	C2	D1	D2	
Percentage Share to TCIL on Selling Prices of Customer / Service Providers in each case after giving discounts (if any) over card price created. (Excluding Taxes)										
TYPES OF SERVICES AS PER ANNEXURE - 'B'		E		F		G		H	I	J
		E1	E2	F1	F2	G1	G2			
Percentage Share to TCIL on Selling Prices of Customer / Service Providers in each case after giving discounts (if any) over card price created. (Excluding Taxes)										
For Consultancy as per scope defined in Annexure 'B' , when 100% work is done on back to back basis by Partner then %age Share to TCIL on Card / Selling Price (Excluding Taxes)										

I / We agree to abide by all terms and conditions as mentioned in the EOI Tender document.

Signature and Name

Authorized Signatory

Signature with Seal

As a token of Acceptance of All Clauses.