



Sub: - Regarding empanelment of CPE vendor for selling of ADSL CPEs directly to BSNL Broadband customers.

Rajasthan Telecom Circle invites BB CPE vendor for empanelment selling of ADSL CPEs directly to BSNL Broadband customers with following conditions.

1. Either CPE vendor should be OEM of CPEs or should submit undertaking /authorization from authorized signatory of OEM(Original Equipment manufacturer) of CPE (With contact details like Name, Phone No., Fax No. , email etc of authorized signatory) for signing this empanelment agreement.
2. The offered model of CPEs shall be tested by QA Circle against the technical specifications of vendor. However, QA Circle shall also ensure following compliances:
  - i. The minimum technical requirement of ADSL CPEs is enclosed at Annexure-I. The offered CPEs should meet these technical requirements.
  - ii. Compliance against the guidelines on "Security measures to be adopted in ADSL Modem to against misuse" issued by DOT vide letter No. 2-1 / 2013 / UDS dated 07/05/2014 and any subsequent guidelines & amendment issued in this regards.
  - iii. The Specification of the CPE shall be compatible and fit to work in BSNL' Broadband network.
3. Testing fee against Broadband CPE empanelment shall be Rs. 50 thousand (excluding taxes) per model of CPE.
4. After getting QA certificate for any model from QA Circle ; CPE vendor can enter into agreement with circles and there is no need of repeat testing of already tested model in different circles.
5. The documents as per Annexure -II shall be required for entering into agreement with CPE vendor for empanelment.
6. CPE vendor shall be permitted to print BSNL logo with tag line "BSNL Certified" on the packaging box (not on the device). CPE vendor shall also print instructions on packaging box that "BSNL is not responsible for any kind of defects in device & please contact the seller of the CPE directly, for the same".
7. Agreement for empanelment shall be for a period of three years from the date of signing, subject to satisfactory performance by the vendor.
8. After completion of 3 years, agreement for empanelment may be renewed on year to year basis, based on the past performance of CPE vendor on similar / mutually agreed terms and conditions.



9. After sale service of CPE is CPE vendor's responsibility as per the understanding between the customer & the CPE vendor. BSNL shall have no role in payment & after sale services of CPEs purchased by customers from the CPE vendors. CPE vendor shall not cast any obligation on BSNL of any kind.

10. At any point of time during agreement period, agreement may be cancelled, on customer's complaints and / or non fulfillment of after sale obligations or any other issue/problem. Notwithstanding any terms & conditions herein, this agreement may be terminated by giving one month written notice. Termination of the agreement shall be without prejudice to the accrued rights and liabilities of the parties at the date of termination. The effective date of termination of agreement will be one month counted from the date of receipt of such notice by the other party or the authority that has signed the agreement on behalf of other party.

11. On termination of this agreement, CPEs already sold by CPE vendor may continue to be used by the BSNL customers and the CPE vendor shall continue to fulfill the service obligation as per the understanding between the customer & them. However CPE vendor shall not be further permitted to print the BSNL logo on CPEs boxes and sell such CPEs. BSNL shall no longer popularize the CPE vendor and it's CPE among BSNL customers for purchase of CPEs.

12. A draft sample agreement to be signed with CPE vendor is placed at Annexure-III.

#### Role & responsibilities of BSNL empaneled CPE vendor

1. Interested CPE vendor shall submit the application alongwith contact details (Name/Contact No./address) and technical data sheet in the concerned circle. Technical data sheet shall contain technology type, model no., & technical specifications of the CPEs.
2. To deposit test fee at BSNL QA Circle and coordinate for testing of CPEs.
3. After receiving the certificate from QA Circle, agreement to be signed in Rajasthan circle. CPE vendors shall be permitted to print the BSNL logo on approved CPEs.
4. CPE vendors shall introduce themselves to field units by providing the details like location, contact number & contact person from where CPE can be purchased by the customer directly and contact for after sales services.
5. Vendors shall inform customers that BSNL has no role in CPE payment, warranty and after sale services of CPEs purchased directly from the CPE vendors & inform customers about the process of after sale services.

ब्रॉडबैंड अनुभाग / Broadband Cell  
कार्यालय मुख्य महाप्रबंधक दूरसंचार  
O/o Chief General Manager Telecom,  
लालकोठी, जयपुर Lalkothi Jaipur.  
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भारत संचार निगम लिमिटेड  
(भारत सरकार का उपक्रम)  
BHARAT SANCHAR NIGAM LIMITED  
(A Govt. of India Enterprise)

For any query Sh. J.K.Gupta AGM (NP-CFA) 9413395241 (M) or Sh. R.K.Gupta AD (NP-CFA) 9413395701 (M) may be contacted please.

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TECHNICAL SPECIFICATIONS FOR EMPANELMENT OF CPE VENDOR

1. The Wi-Fi ADSL 2+ CPEs shall have 2 external Antennas of 5 dBi each with 300 mbps wireless speed.
2. The ADSL 2+ CPEs shall support multiple SSIDs (minimum 4).
3. The ADSL2+ CPE shall have 10/100 Base T Ethernet Interface as per IEEE 802.3 over RJ-45 connector.
4. Data rate - Upstream: Up to 1 Mbps & Downstream up to 24 Mbps.
5. The ADSL2+ CPE shall have protection mechanism for Over-voltage and over-current on the line interface as per ITU-T Rec. K.21.
6. Power Supply:
  - i. The ADSL2+ CPE's shall be powered from 150 - 270 V AC, at  $50 \pm 2$  Hz frequency. AC adapter shall be supplied with every ADSL2+ CPE. Adaptor shall be FR4 grade of PCB.
  - ii. The AC Adapter shall be SMPS Type & BIS approved.
  - iii. The voice communication services (POTS) shall not be affected even in case of power failure to the Subscriber unit.
7. The unit configuration shall be either through console or web console without requirement of any s/w loading done externally.
8. The ADSL2+ CPE's shall be compatible with commercially available client software in Windows / Linux for Ethernet interface.
9. The ADSL2+ CPE's shall support transparent transport of 16 KHz metering pulse towards the subscriber.
10. ADSL2+ CPE's shall have unique bar code identification and unique serial number.
11. CPEs shall be factory programmed with username as 'admin' and password as 'last 8 digit of Modem Serial Number' or 'preferably randomly generated alphanumeric code' with the option to change the password.
12. The ADSL2+ CPE's shall work on both IPV4 & IPV6 functionalities.
13. The ADSL 2+ CPEs shall have operating Temperature 0 to 40 °C (32 to 104 °F) and operating humidity 5% to 95 % non-condensing.

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**14. Diagnostics & Visual Status Indicators**

- i. Built-In Diagnostic Function
- ii. Monitor for Line speed (US/DS), Attenuation, Noise margin etc
- iii. Alarm indication: Type-W2 ADSL2+ CPE's shall have provision of alarm/indication for following

	Requirement
Power supply indication	YES
DSL Line active/ fail	YES
Internet	YES
LAN (Ethernet) active	YES
Wi-Fi	YES

**15. SERVICES TO BE SUPPORTED:** The Following Services shall be supported. The Tests shall be limited to the services available in the BSNL network:

- i. Basic Internet Access Service (controlled and uncontrolled): speed ranging from 256 kbps to 24 Mbps
- ii. TV over IP Service
- iii. Video on Demand Service (VoD)
- iv. Audio on Demand Service
- v. Bandwidth on Demand
- vi. Point to point and point to multi point Video Conferencing
- vii. Voice and Video Telephony over IP
- viii. Interactive gaming
- ix. Layer 3 VPN as per RFC 2457 bis/ Layer 2 VPN Service
- x. VPN on broadband
- xi. Dial up VPN Service

**16. MANAGEMENT OF ADSL2+ CPE's:**

**16.1 Management Features & functionalities**

- i. Web based configuration shall be possible locally through the PC connected through the Ethernet ports.
- ii. Firmware upgrade of the ADSL2+ CPE's
- iii. Configuration Reset of the ADSL2+ CPE's
- iv. Remote reboot of the ADSL2+ CPE's
- v. Configuration of the PPP interface of the ADSL2+ CPE's
- vi. Ping diagnostics
- vii. Wireless configuration

16.2 Vendor shall provide & manage a website for customer to upgrade and download the latest firmware & software of supplied CPEs.

17. The ADSL CPE shall support remote management as per standard protocol TR-069.

18. All protocol ports on WAN side (e.g. FTP, Telnet, SSH, HTTP, SNMP, UPnP) including CMWP be disabled.

19. ADSL Modem shall be ITU-T G9980 standard compliant.

20. WPS (Wireless Protection), MAC filtering, ACL should be available.

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## Annexure- II

### List of documents, to be submitted by CPE Vendor at the time of signing of CPE empanelment agreement:

1. Certificate of incorporation / Registration.
2. A printed copy of the latest Annual Report of Company/firm with whom the Agreement is contemplated to be entered into/to be signed, in case the printed copy is not available, Xerox copy of the same duly certified by the Company Secretary/Director/Managing Director/Partner of such Company/Firm.
3. Updated copy of the Memorandum of Association and Articles of Association of the Company.
4. List of all the Directors name(s) and address (es) along with contact telephone numbers of office and residence.
5. Certified true copy of the Board's/Management's Resolution authorizing the official of Company / Firm(s) to sign Agreement on their behalf by the Company (s) / Firm(s) to sign Agreement.
6. Specimen signature(s) of authorized official duly attested by Company's /Firm's Banker.
7. Director Identification Number [DIN] of all Directors of Company / Firm.
8. Corporate Identity Number [CIN] of Company / Firm.
9. Company's PAN and Goods and Services Tax Registration Certificate No (s).
10. Distribution details and List of names of contact person with address & telephone / FAX No, which may be contacted by BSNL staff as well as by customers for purchase of BSNL approved CPEs.
11. In case CPE vendor is not OEM of CPE, in that case undertaking/ authorization is required from authorized signatory (with contact details like Name, phone No., Fax No., email etc of the authorized signatory) of OEM of CPE for signing this empanelment agreement.

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**Sample AGREEMENT for empanelment of Broadband CPE vendor**

THIS Agreement entered into on ---- day of ----- by and between:

BHARAT SANCHAR NIGAM LIMITED (hereinafter referred to as "BSNL"), CIN U74899DL2000GOI107739 a company incorporated under the Companies Act 1956, having its Registered Office and Corporate Office at Bharat Sanchar Bhawan, H.C.Mathur Lane, Janpath, New Delhi-110001, represented by Shri Deepak Garg, Addl.General Manager (NWP-BB), BSNL CO (Hereinafter called BSNL 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 .....(hereinafter referred to as "CPE Vendor" a company incorporated under the Companies Act 1956, having its Registered Office -----, represented by Shri....., (Designation)....., the authorized signatory (Hereinafter called \_\_\_\_\_, which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) of the SECOND PARTY

WHERE AS BSNL is in the business of providing Basic Telephony Services, Cellular Mobile Telephony Services (CMTS), Internet & broadband services and National Long Distance Services (NLDS) in its licensed areas of operation in the geographical territory of India.

AND the "CPE Vendor" is seller of ..... (Technology such as ADSL2+) Broadband CPE having model No.....

Whereas CPE vendor "M/s ....." has approached BSNL CO to get empanelled as BSNL approved CPE vendor.

AND whereas M/s ..... CPE vendor is in the intention to get empanelled as BSNL approved CPE vendor for sale of its approved CPE to BSNL customers based on the terms and conditions contained herein under.

**Pre-requisites for signing of this agreement:**

1. Application for empanelment from CPE vendor along with technical data sheet to BSNL for empanelment. Technical data sheet contains, technology type, model no. & technical specifications of the CPE. Technical data sheet enclosed as -----.
2. CPE vendor to deposit INR 50 thousand at BSNL QA as a testing fee.
3. Certification from QA BSNL.
4. Required documents from CPE vendor for signing of agreement.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

5. The CPE vendor has approached BSNL to get empanelled as BSNL approved CPE vendor for sale of its approved CPE to BSNL customers and has requested to sign an agreement for provision of such empanelment in \_\_\_\_\_ Circle and has further assured to the BSNL that the CPE vendor have appropriate and sufficient arrangements for infrastructure, equipment and skilled manpower and other facilities to provide the services under the agreement. Whereupon and in pursuance to the said request and based upon such assurance, BSNL has agreed to sign the agreement with the CPE vendor for three year for provision of said arrangement / services as per terms and conditions contained in this agreement.
6. Pre-requisites stated above point no 1 to 4 have been fulfilled.
7. CPE vendor shall be permitted to print BSNL logo with tag line "*BSNL Certified*" on the packaging box (not on the device) of approved ..... (technology like ADSL2+) CPE, having Model No..... CPE vendor shall also print instructions on packaging box that "*BSNL is not responsible for any kind of defects in device & please contact the seller of the CPE directly, for the same*".
8. CPE vendor shall provide the name of contact person with address & telephone /FAX no. to BSNL, which may be contacted by BSNL staff as well as by customers for purchase of BSNL approved CPEs and after sale services.
9. Any change in Address, Phone number, FAX Number etc shall also be informed to concerned field units, head of SSA and BSNL Circle at the earliest.
10. BSNL shall make available the contact details of CPE vendor at BSNL Circle website, CSCs and other BSNL customer outlets etc.
11. Agreement for empanelment shall be for a period of three year from the date of signing, subject to satisfactory performance by the vendor.
12. After completion of 3 years, agreement for empanelment may be renewed on year to year basis, based on past performance of CPE vendor on similar / mutually agreed terms and conditions.
13. After sale service of CPE is CPE vendor's responsibility as per the understanding between the customer & the CPE vendor. BSNL shall have no role in payment & after sale services of CPEs purchased by customers from the CPE vendors. CPE vendor shall not cast any obligation on BSNL of any kind.
14. CPE Vendor shall inform customers about the process of after sale services.
15. Empanelment Agreement shall not be amended or modified or altered or changed, except in writing and duly executed by the authorized representatives of each party.

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16. At any point of time during agreement period, agreement may be cancelled, on customer's complaints and / or non-fulfill of after sale obligations or any other issue / problem. Notwithstanding any terms and conditions herein, this agreement may be terminated by giving one month written notice. Termination of the agreement shall be without prejudice to the accrued rights and liabilities of the parties at the date of termination. The effective date of termination of agreement will be one 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.
17. On termination of this agreement, CPEs already sold by CPE vendor may continue to be used by the BSNL customers and the CPE vendor shall continue to fulfill the service obligation as per the understanding between the customer & them. However CPE vendor shall not be further permitted to print the BSNL logo on CPEs boxes and sell such CPEs. BSNL shall no longer popularize the CPE vendor and it's CPE among BSNL customers for purchase of CPEs.

**18. Representation & warranties:**

The representation and warranties set out in this clause shall survive the execution of this agreement and its related documents and both parties acknowledge that they have entered into this agreement and other related documents in full reliance upon the representations and warranties as mentioned below:

- 18.1 The parties are companies duly formed and validly existing under the laws of India and have all the requisite corporate power, authority and necessary licenses to carry on its business and to enter into perform its obligations under this agreement and other related documents to which they are or will become a party.
- 18.2 The parties have the power to enter into and perform transactions contemplated by this agreement and its other related documents and the parties have taken all necessary corporate action to authorize the execution and delivery of this agreement and other related documents to which they are or will become a party. Additionally, the obligations of the parties there under constitute legal, valid and binding obligations, enforced in accordance with their terms.
- 18.3 They enter in to and performance of this agreement shall not violate any judgment, law or any other related document applicable to the parties.
- 18.4 Neither this agreement nor any other related document shall contain any untrue statement of a material fact or omit to state a material fact.
- 18.5 Both the parties are not party to any agreement, instrument, charter or other corporate restriction which individually or in aggregate might have a material adverse effect on this agreement.
- 18.6 None of the party to this agreement has occurred and is continuing or will occur any event of default as a result of the execution or performance of this agreement or any other related document to which it will become a party.
- 18.7 There are no actions suits or proceedings (including arbitration proceedings) pending with respect to the business of both the parties or any transaction contemplated thereby or affecting any clearance or which could have a material adverse effect on this agreement.

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**19. Restrictions on "Transfer of agreement"**

CPE vendor shall not assign or transfer its right in any manner whatsoever under this agreement to a third party or enter into any agreement for sub contracting and / or partnership relating to any subject matter of the agreement to any third party either in whole or in any part i.e., no sub-contracting / partnership / third party interest shall be created except with written consent of BSNL.

**20. Severability:**

Should TRAI / DoT declare any part of this agreement unenforceable through direction / order / regulation or if terms of license of BSNL are changed through any amendment or order of the Government, the parties will cooperate and take all appropriate steps to amend, modify or alter this agreement. This agreement shall be binding upon all respective successors of the parties.

21. BSNL reserves the right to suspend the operation of this agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities / Courts. In such a situation, BSNL shall not be responsible for any damage or loss caused or arising out of aforesaid action.

**22. Compliance of laws:**

BSNL and CPE vendor shall perform their duties in strict compliance with all applicable laws in India along with rules and regulations of the duly constituted Govt. authorities in India and shall obtain all licenses, restrictions or other approval, if any, required by laws in India in connection with the services to be rendered hereunder.

23. Further, service provided to the customers shall be subject to Indian Telegraph Act 1885, TRAI directions and tariff circulars issued by BSNL Corporate Office.

**24. Indemnification:**

CPE vendor agrees 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:

(a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party; "or"

(b) Any breach of the terms and conditions in this agreement by the CPE vendor.

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## 25. 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.

## 26. COURT JURISDICTION:

This agreement is subject to jurisdiction of Court at ----- (Concerned circle) only.

## 27. ARBITRATION:

27.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CGM, BSNL or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CGM, BSNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CGM or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CGM or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant 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 transferred or vacating his office or being unable to act for any reason whatsoever, the CGM, BSNL or the said officer 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.

27.2 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.

27.3 The venue of the arbitration proceeding shall be the office of the CGM, BSNL, -----

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----- or such other places as the arbitrator may decide.

WITNESS WHEREOF the Parties here so have caused this agreement to be duly executed through their representative / authorized representatives on the -- day of -----.

\_\_\_\_\_  
Signed for and on behalf of BSNL by

\_\_\_\_\_  
Signed for and on behalf of \_\_\_\_\_, the authorized signatory, in accordance with Board Resolution dated ....., month, year, passed by the Board of Directors.

In the presence of the witnesses:

1.  
Signature

Name

Occupation

Address

Place

2.  
Signature

Name

Occupation

Address

Place

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