BHARAT SANCHAR NIGAM LTD.
(A Govt. of India Enterprise)

No. BSNLCO-COMN/18(11)/5/2021- NewBusiness Dated 13.08.2021 (Revised upto 31.01.2024)

Expression of Interest (Open Ended)

For

“Empanelment of National/ Circle/ Partner Promotion Franchisees

For Cloud based PABX/UC Services”

On Non-Exclusive and Revenue Share Basis

(NB Cell, BSNL Corporate Office, New Delhi)

Introduction

BSNL is one of the top Telecom Service Provider Company in India, which is currently operating its 2G & 3G Cellular Mobile services across the Nation except in Delhi & Mumbai and has a subscriber base of more than 123 million. BSNL has installed Quality Telecom Network in the country & is now focusing on improvement & expansion of the network, introduction of the new telecom services with ICT applications in villages & winning customer's confidence.
BSNL is providing Telecommunication Services to enterprise customers such as Government Organisations, Public Sector undertakings, MNC's, Corporate, Hotels and Housing societies and all other important customers (CIC's) through the provision of Voice & Data PABX at their premises on a rental cum usage charge basis. Such services are being provided under the Empanelment of National & Circle level Franchisee under "Open Policy on Free PABX" of BSNL (No. BSNL/EB-II/PABX/2016).
With the advancement of technologies, enterprise customers prefer to use the cloud based PABX/Unified Communications (UC) services without the burden of on-premises hardware and with availability of voice, video, and data with mobility. Along with this, the Micro & small business segment (MSME) in the country prefer such services as they have very small premises and a largely mobile workforce. The public sector especially in the semi urban and rural India, presents yet another major opportunity for the cloud based/virtual PBX solutions.

According to the changing market conditions and technological advancements, BSNL intend to Tie-up with the Companies which are interested to provide Cloud based PABX Service to BSNL customers in the market. By signing this alliance, both the parties will be benefited.

Proposals are, therefore, invited from interested and eligible companies to become partner for providing Cloud based PABX Service to BSNL customers on non-exclusive and revenue sharing basis. The proposal, complete in all respect, addressed to Principal General Manager (NB), First Floor, Bharat Sanchar Bhawan, HC Mathur Lane, Janpath, New Delhi-110001, can be submitted on any working day. BSNL will scrutinize such proposal and will empanelled in BSNL for providing **Cloud based PABX Service** to BSNL Customers. BSNL reserves the right to reject any proposal without assigning any reason.

Salient points regarding technical requirement, eligibility conditions, documents required and major terms & conditions are given below:-

1. Eligibility Criteria

1.1 The empanelment of Franchisee will be at two levels:-

- **i.** National Level: The franchisee empanelled at National Level would be entitled to take up business throughout the country in all licensed areas of BSNL.
- **ii.** Circle Level: The franchisee empanelled at the circle level (including Chennai & Kolkata Metro Districts) would be entitled to take up business throughout the concerned circle only. Circle level empanelment will be done at Circle level.

1.2 Eligibility criteria for National level empanelment: For the empanelment at the National level, the prospective franchisee/applicant should fulfil following eligibility criteria: -

a. The company should be registered & incorporated under the Indian Companies Act, 1956/2013.

b. The company or its parent company should have a minimum average annual turnover of Rupees 1.0 Crores during the last 3 financial years. The company will have to submit copies of Balance Sheets and Turnover certificates issued by the company's Auditors/ CAs to this effect.

c. The company should have an experience of Supply / Installation / Sales & Services / operations & maintenance of cloud based PABX for minimum 100 Enterprises Customers through licensed Telecom Service Providers/Carriers/Operators in India.

   OR

   The company should have an experience of Supply / Installation / Sales & Services / operations & maintenance of minimum 3,000 Cloud PABX end-points, through licensed Telecom Service Providers/Carriers/Operators in India.

   OR

   The company should have an experience of Installation/Sales & Service/Operation & Maintenance of minimum 10,000 PABX ports spread in different parts of the country (minimum 3 states). In this case, the Company will have to get its software solution tested and validated from BBNW Circle (NGN Cell)of BSNL within 3 months of Agreement, after paying applicable fees for testing and validation and will get Go-live clearance before commercial launch of Services.

   OR

   The company already registered with BSNL as National Level Franchisee under Open Policy on Free PABX (hardware based). In this case, the Company shall get its software solution tested and validated from BBNW Circle (NGN Cell), within 3 months of Agreement, after paying applicable fees for testing and validation and will get Go-live clearance before commercial launch of Services.

   In this regard, the bidder company will have to submit Experience Certificates Or Project Completion Certificates Or Copies of Work Orders/Contracts/Agreements along with copies of Invoices (verifiable documents) supporting / substantiating his experience, issued by licensed Service Providers/Carriers/Operators through whom said services have been offered to the customers. The Company already registered with BSNL shall submit the requisite empanelment certificate/Agreement/Contract.

d. The Company should not be a Licensed Telecom Service Provider/ISP/USP for any of the Telecom Services in India.

e. The Company shall be required to submit a non-refundable empanelment fee of Rs.2 lakhs plus 18% GST along with the proposal in the form of DD in favour of Accounts Officer (Cash), BSNL, New Delhi.

   In case of up-gradation of any Franchisee from Circle level to National level i.e. if a Circle level Franchisee becomes eligible and applies for empanelment as National level Franchisee, balance empanelment fee (i.e. Empanelment fee for National level Franchisee minus empanelment already paid at Circle/s for empanelment as Circle level Franchisee) will only be charged. However, in case the total empanelment fee as Circle level Franchisee at different Circle is more than empanelment fee for National level empanelment, no refund of empanelment fee will be made.

f. The bidder company (Franchisee) should not have substantial equity stake (10% or more) or vice versa in / of any Basic services/ Cellular Services/ Internet Services/ Unified Access Services/ National Long distance Services operating company (ies) in India or their promoters. Even at a later date, if there is substantial change in the ownership structure of the company leading to the above mentioned types of companies / promoters getting more than 10% stake, then BSNL reserves the right to terminate the contract. PSUs under Department of Telecommunications are exempted from this requirement. A self – certification regarding the same shall be submitted by bidder.

   However, any interested bidder company who is not meeting above eligibility condition, may also be considered for empanelment as Franchisee subject to the condition that such company shall be allowed limited Go-Live of Service i.e. Franchisee will be allowed to launch the service only in those BSNL service areas where the bidder companies are not providing / holding any license for any Basic Services/ Cellular Services/ Internet Services / Unified Access Services/ National Long Distance Services, etc. A self-certification regarding the same shall be submitted by bidder. Before allowing limited Go-Live, Franchisee will have to submit a PBG of Rs.3 Lacs (valid for 18 months, in addition to PBG of Rs.10 Lac at the time of Agreement as per Clause-8 of the EOI) along with an undertaking that – the bidder company will ensure to submit requisite self-certification in compliance of above Clause-1.2 (f) (i) of the EOI, within a period of one year from the date of service limited Go-live/commercial launch. If the company fails to submit requisite self-certification in compliance of above Clause-1.2 (f) (i) of the EOI within permissible period of one year, BSNL will forfeit 50% of PBG of Rs.3 Lacs. BSNL will forfeit remaining 50% of the PBG if the bidder company further fails to do so in next 3 months and the Agreement/Services will be terminated as per exit and other relevant clause of the EOI, without any liability on BSNL.

1.3 Eligibility criteria for Circle level empanelment: For the empanelment at the Circle level, the prospective franchisee/applicant should fulfil following eligibility criteria: -

a. The company should be registered& incorporated under the Indian Companies Act, 1956/2013.
b. The company or its parent company should have a minimum average annual turnover of Rupees 0.5 Crores during the last 3 financial years. The company will have to submit copies of Balance Sheets and Turnover certificates from the company's Auditors/ CAs to this effect.
c. The company should have an experience of Supply / Installation / Sales & Services / operations & maintenance of cloud based PABX for minimum 30 Enterprises Customers through licensed Telecom Service Providers/Carriers/Operators anywhere in India.

   OR

   The company should have an experience of Supply / Installation / Sales & Services / operations & maintenance of minimum 900 Cloud PABX end-points, through licensed Telecom Service Providers/Carriers/Operators anywhere in India.

OR

The company should have an experience of Installation/Sales & Service/Operation & Maintenance of minimum 3,000 PABX ports anywhere in India. In this case, the Company will have to get his software solution tested and validated from BBNW Circle (NGN Cell)of BSNL, within 3 months of Agreement, after paying applicable fees for testing and validation and will get Go-live clearance before commercial launch of Services.

OR

The company already registered with BSNL under Open Policy on Free PABX (hardware based) at National or at Circle level. In this case, the Company will have to get his software solution tested and validated from BBNW Circle (NGN Cell)of BSNL, within 3 months of Agreement, after paying applicable fees for testing and validation and will get Go-live clearance before commercial launch of Services.

In this regard, the bidder company will have to submit Experience Certificates Or Project Completion Certificates, Or Copies of Work Orders/Contracts/Agreements along with copies of Invoices (verifiable documents) supporting / substantiating his experience, issued by licensed Service Providers/Carriers/Operators through whom said services have been offered to the customers. The Company already registered with BSNL shall have to submit the requisite empanelment certificate/Agreement/Contract.

d. The Company shall not be a Licensed Telecom Service Provider/ISP/USP for any of the Telecom Services in India.
e. The company will be required to submit a non-refundable empanelment fee of Rs.1 lakh plus 18% GST along with the proposal in the form of DD in favour of Accounts Officer (Cash), BSNL of respective Circle.
f. The bidder company (Franchisee) should not have substantial equity stake (10% or more) or vice versa in / of any Basic services/ Cellular Services/ Internet Services/ Unified Access Services/ National Long distance Services operating company (ies) in India or their promoters. Even at a later date, if there is substantial change in the ownership structure of the company leading to the above mentioned types of companies / promoters getting more than 10% stake, then BSNL reserves the right to terminate the contract. PSUs under Department of Telecommunications are exempted from this requirement. A self – certification regarding the same shall be submitted by bidder.

1.4 Eligibility Criteria for Partner Development/ Start-Up Empanelment: For the empanelment for developing Franchisees/Partners/Vendors for the said service, the prospective franchisee/applicant should fulfil following eligibility criteria: -

a. The bidder should be a registered company incorporated under the Indian Companies Act, 1956/2013. Partnership / Proprietorship firm/Startup duly incorporated in India, under the relevant law will also be made eligible to participate in the EOI.
b. The company or its parent company should have a minimum average annual turnover of Rupees 0.5 Crore, during the last 3 financial years. The company will have to submit balance sheets and Turnover certificates issued by the company's Auditors/ CAs to this effect.

c. The company should have prior experience of supply, installation and commissioning of SAAS/IT applications to minimum of 3 Corporate customers including Govt. Deptt./organisation, PSU & ULBs. (The Project completion certificates or experience certificates along with copies of Work Orders/ Contracts/ Agreements from the Client/ Owner to be submitted).

OR

The Company centrally empanelled by any Business Vertical at BSNL Corporate Office for providing any kind of services to customers on revenue sharing model. The Company/Firm will have to submit the requisite empanelment certificate/Agreement/Contract.

In both cases, the company shall have to get his software solution tested and validated from BBNW Circle (NGN Cell) of BSNL, within 3 months (maximum) of Agreement, after paying the applicable fees for testing and validation and will get Go-live clearance before commercial launch of services.

d. The company should not be a Licensed Telecom Service Provider/ISP/USP for any of the Telecom Services in India.
e. The company will be required to submit a non-refundable empanelment fee of Rs.1 lakh plus 18% GST along with the proposal in the form of DD in favour of Accounts Officer (Cash), BSNL of respective Circle.
f. Empanelment of such Franchisees will be only in one Circle of his choice.
g. Empanelment of such Franchisees will be only for 15 months [first 3 months(maximum) for testing, validation, installation/integration of franchisees' equipment with BSNL network/POC and next 12 months (from the date of go-live) for service]from the date of signing of Agreement.
h. Further renewal of Agreement in existing Circle / new empanelment in other Circles will be considered only after achievement of minimum annual commitment/target revenue or on achieving minimum experience conditions as defined for Circle level empanelment. However, if such franchisees are able to achieve 50% of the experience condition defined for circle level empanelment i.e. if they achieve minimum 15 cloud based PABX enterprise customers or minimum 450 cloud PABX end points, during the agreement period of one year, then such franchisees shall be allowed for empanelment in two more circles of their choice.
i. The bidder company (Franchisee) should not have substantial equity stake (10% or more) or vice versa in / of any Basic services/ Cellular Services/ Internet Services/ Unified Access Services/ National Long distance Services operating company (ies) in India or their promoters. Even at a later date, if there is substantial change in the ownership structure of the company leading to the above mentioned types of companies / promoters getting more than 10% stake, then BSNL reserves the right to terminate the contract. PSUs under Department of Telecommunications are exempted from this requirement. A self – certification regarding the same shall be submitted by bidder.

2.0 List of documents to be submitted as part of the proposal:

a. Copy of the certification of incorporation, Article of Association & Memorandum of Association and other documents, as per eligibility criteria mentioned above.

b. Experience Certificates or Project Completion Certificate, or Copy of Work Order/Contract/Agreement along with copy of Invoices (verifiable documents) supporting / substantiating his experience, issued by licensed Service Providers/Carriers/Operators though which said service have been offer to the customers as per eligibility criteria mentioned above.
c. List of Directors including their names(s) and address(es) along with contact telephone numbers, DIN of each director & CIN of the company.
d. Certified True copy of Board's/ Management's resolution in favour of authorized signatory.
e. Specimen signature of the authorized official duly attested by Company's/authorized signatory's Banker.
f. Latest audited Annual Report of the company, in case printed copy is not available then copy of the same duly certified by the Company Secretary/ Director/ Managing Director of the company/Authorized Signatory of the company.
g. Balance sheet and Turnover certificate of last 3 years from the company's Auditors/ CA as required under the eligibility conditions.
h. Non-refundable Empanelment fees in the form of DD in the name of AO (Cash) BSNL, New Delhi, required as per eligibility conditions.
i. Undertakings, in support of company not being a Licensed Telecom Service Provider /ISP/USP as required in eligibility conditions.
j. Non-Disclosure Undertaking (NDU), duly notarized on non-judicial stamp paper of Rs.50/- (**NDU format enclosed as Annexure -I**).
k. Contact details i.e. Name, mail id, phone no., mobile no., fax no. of a responsible person for liasoning in this matter.

3.0 Salient Functionalities/Features of Cloud PABX service/platform

3.1 The following services shall be supported through mobile App, PC App and web browsers:

1. Voice / VoIP Calling
2. Audio, web, and video conferencing
3. Instant message, chat and RCS
4. Call recording
5. Voicemail and Voicemail to email
6. Create and Manage multilingual Auto Attendants / Virtual receptionist
7. Multilingual Personalised Multilevel IVRS
8. Call hooks/API's for enterprise CRM integration
9. SMS alerts for service
10. Personalized Dashboard
11. Integrated App for Android, IOS for mobile and Windows(32 bits & 64 bits), Linux (.DEB) (.RPM), Mac (Intel Chip) (Mac M1 Chip) for Personal Computers/Laptops
12. Basic Telephony and Supplementary services :

    12.1. Auto Call back

    12.2. Call Transfer

12.3. Call Forwarding Always

12.4. Call Forwarding Busy

12.5. Call Forwarding No Answer

12.6. Call forwarding Immediate

12.7. Call Forwarding Selective (Not reachable & not registered)

12.8. Call forwarding based on line and Time

12.9. Call Hold (Flash Call Hold)

12.10. Call Notify

12.11. Call Return

12.12. Call Trace - Customer Originated Trace

12.13. Call Waiting

12.14. Cancel Call Waiting Persistent

12.15. Cancel Call Waiting per Call

12.16. Consultation Hold

12.17. Extension Dialling

12.18. Last Number Redial

12.19. Malicious Call Trace / Malicious Call Identification (MCI)

12.20. Speed Dial

12.21. I/C call only line(Operator defined Time based)

12.22. O/G call only line(Operator defined Time based)

12.23. O/G Call Restriction Service(Operator and subscriber defined Destination and time)

12.24. I/C Call Restriction Service(Operator and subscriber defined Origination and time)

12.25. Configurable Feature Codes

12.26. Configurable Feature Codes Prefix

12.27. Multi telephone number

12.28. Calling Line Identification – Presentation (CLIP)

12.29. Parallel, Sequential, Priority, Designated Ringing

12.30. Calling Line Identification on Call Waiting

12.31. Selection Call Acceptance

12.32. Per Call CLIP

12.33. Anonymous call/Communication Register

12.34. Message Waiting indication

12.35. CRBT/PRBT

12.36. Address book

12.37. Click to call

3.2 All the above services features will be modified / supplemented to include latest services in line with customer preferences, market demands and in accordance to BSNL requirements from time to time.

4.0 The important features of the scheme

4.1 Franchisee Roles and Responsibility:

a. Franchisee shall supply, install and maintain all the required hardware not limited to Servers, Storage, Firewall, Router/Switch, Load balancer, access SBC, licensed software, racks, patch panels, patch cables, power cables, media convertors, installation materials etc as per the site requirement.

b. All equipments, chassis, cards, ports, power supply units, fan units etc including entire setup shall be in redundancy mode to avoid Single Point of Failure.

c. As the service is delivered over internet Layer 3 to 7 Firewall, GeoIP filter and Access SBC shall be part of franchisee system.

d. The Franchisee will host EPABX software solution at BSNL location or on BSNL cloud (provided through BSNL's IDC partner).

e. BSNL has NGN Huawei Cores and UTStarcom Cores spread across India and each core caters specific Telecom Circles in their zones. Franchisee system shall be capable of registering the SIP Trunk to different NGN Cores based on number series belonging to that NGN core over the same optical / electrical GE interfaces. Customers with number series belonging to a specific core shall be registered in that core and all calls of that customer will be handled by that specific core.

f. Franchisee shall complete all the formalities for availing IPv4 Public address and comply with regulatory and Legal Enforcement Agency requirements.

g. Franchisee system shall support all call flows as per SIP and RTP RFCs in compliance to 3GPP and TISPAN IMS standards.

h. BSNL shall be providing fixed line number levels to the customer based on the enterprise customer location as per National Numbering Plan.

i. Only normal voice call handling shall be supported by BSNL and franchisee system shall extend all other features including voice value added service through their system.

j. Only PCMA/PCMU voice codec, in-band DTMF over PCMA/PCMU and T.38 over PCMA/PCMU shall be supported over backhaul SIP Trunk provided to franchisee system.

k. All SIP, RTP, application, network etc related security at franchisee system and between customer and franchisee system needs to be taken care by franchisee. SIP over TLS and Secured RTP shall be implemented forcommunication between customers and franchisee system.

l. Franchisee shall terminate SIP over TLS, Secured RTP, or IPSec from customer on their system and send only clear SIP / RTP traffic towards BSNL over backhaul SIP Trunk.

m. Franchisee app and system shall support ICE and STUN.

n. Enterprise customer shall register to cloud PBX through App/SIP Phones over internet with Static IPv4 address.

o. App to App calls are allowed only within the enterprise PBX group. That is only enterprise intra calls.

p. Franchisee shall not switch any calls directly through their system except intra enterprise PBX calls.

q. Inter enterprise PBX calls, calls to PLMN, PSTN and ISD calls shall be routed only through BSNL SIP Trunk. Franchisee shall ensure that these calls are originated by customer app from the location where service is availed by binding customer app registration to the customer static IP address in compliance to fixed line regulatory guidelines.

r. Franchisee system shall be integrated with SMSC over SMPP/appropriate protocol and DND server for bulk SMS and SMS notification service. Bulk SMS, SMS notifications for missed calls, busy status etc shall be handled by franchisee system.

s. Franchisee system shall be capable of generating CDRs for all the services and periodically send the raw un-tampered CDRs to BSNL.

t. Prepaid service if implemented at franchisee end, the Online Charging System (OCS) needs to be integration with NGN and CDR system. OCS system shall be under BSNL control and recharges shall be allowed only through BSNL authorized portal/C-Top up system.

u. Lawful Interception provisioning needs to be made available in the franchisee system for all services other than voice calls that are switched through BSNL

NGN.

v. Franchisee Cloud PBX system shall support multi tenancy and clear isolationof all polices, services, data etc of each customer on cloud system.

w. The franchisee system shall have provision for network monitoring, resource utilization, provisioning APIs, management GUI and traffic report of all services.

x. Since service is delivered through cloud, possibility of patching calls from anywhere and with modified CLI even international calls can be routed as local call in violation to regulatory norms. Bypass of licensed International Long Distance Operator (ILDO) and Notional Long Distance Operator (NLD0) jurisdiction should not take place. Franchisee shall be sole responsible for any such instance and its outcome.

y. All CDRs, access log, configurations of cloud PBX and routing tables shall be made available on demand from Authority/Law Enforcing Agencies. In all cases, CDRs/UDRs/System logs, etc shall be maintained as per standing instructions on the subject.

z. Franchisee shall not engage in the provision of any services, Telecom service directly or through other TSP bypass BSNL.

aa. Franchisee shall utilize the infrastructure, resources, Internet Lease Line (ILL), SIP Trunk etc provided by BSNL only for extended the service envisaged in this document and as per the agreement.

bb. Franchisee shall be sole responsible for any misuse, hijack, security breaches, attacks etc. through the SIP Trunk and shall be liable to all regulatory and financial implications arising out of such instance.

cc. BSNL shall provide ISD facility to the customer availing the services. Restricting ISD service to a specific extension within the customer organization shall be taken care by franchisee system.

dd. Franchisee shall demonstrate all the envisaged services in this document by integrating the complete cloud PBX system with NGN and CDR system before launch of the services. The franchisee system for PoC shall include all the deliverables delineated above not limiting only to cloud PBX software and app.

4.2 **BSNL Roles and Responsibilities**

a. BSNL shall provide space and other passive infrastructure like air- conditioned space and power supply at any of its location for Franchisee equipment, as per infrastructure charges defined in Clause-12.0. If Franchisee opts to host his software/solution on BSNL's IDC, Franchisee shall hire IDC infrastructure services from BSNL's Internet Data Centre (IDC) partner, as per independent commercials between franchisee & BSNL's IDC partner.

b. BSNL shall extend SIP Trunk and Internet Lease Line through optical or electrical GE interfaces from PE routers to the franchisee equipment installed in BSNL IDC or BSNL location.

c. SIP Trunk backhaul shall be on MPLS Gold Class VPN and Internet Lease Line on 1:1.

d. BSNL shall provide SIP Trunk with concurrent channels equals to cumulative working customers committed concurrent channels (CC) and call admission per second (CAPs) as per prevailing tariff policy. Committed concurrent channels requirement shall be part of every commercial plan. Existing infrastructure do not support elastic SIP Trunk.

e. Internet Lease Line with initial bandwidth of 10 Mbps shall be provided with static IPv4 address. The bandwidth shall be augmented in steps of 10 Mbps based on utilization reaching 85% of existing bandwidth.

f. BSNL shall provide basic ACL based firewall protection to the Franchiseesystem installed in NGN Core / BSNL IDC.

g. BSNL shall provide limited IPv4 Public address for customer registration to franchisee system and pool of IPv4 Private for integration with BSNL NGN.

h. BSNL shall not provide any access/API's to number portability server for a dip by franchise server as MNP dipping for the calls shall be done by BSNL hence not required at franchisees end.

i. ISD facility shall be enabled only on the customer specific SIP Trunk DIDs availing the service on prevailing commercials.

j. Work order creation/closure/modification, service provisioning/ closure/modification, CDR handling, billing shall be through ITPC CDR System and existing process/flow shall be maintained.

k. ITPC CDR System shall fetch CDRs from franchisee system on regular intervals for all the services provided by the franchisees, rate the CDRs and bill the customers.
l. Issuance of customer bills, customer payment collections and revenue share modalities shall be as per the existing process in the CDR system.
m. BSNL shall provide server with limited storage for PoC purely on need and technical feasibility basis along with SIP Trunk of 10 concurrent channels and 10 DIDs.
n. POC testing shall be carried out as per the test cases finalized in consultation with franchisee by the BSNL.
o. BSNL shall provide FTTH/ILL connection with static IPv4 address and required bandwidth to enterprise customer on commercial basis. If BSNL FTTH/ILL is not feasible customer may have other ISP fibre connection with required bandwidth and static IPv4 address.

4.3 Key Functionalities of Mobile app end points (SIP Clients)

a. The mobile app will be accessible by the customer through the Google play store or Apple app store.
b. Mobile app shall have inter app calling facility
c. Mobile app shall be able to make calls to PSTN
d. Mobile app will be branded as BSNL
e. Software upgrades (whenever available) for the mobile app will take place through the Google Playstore and Apple App store
f. Audio Conferencing
g. Meeting alerts/notifications

5.0 General Terms and Condition:

a. EOI will be open-ended and empanelment of Franchisees will be on non-exclusive basis.
b. The Company empanelled as National level Franchisee shall be allowed to choose any one Circle as Nodal for Service Integration, payment of Infra charges and payment settlement etc.
c. While offering the services under this Agreement, the Company shall be totally bound and obliged to comply with all applicable laws, norms and directions issued time to time by the Regulator (TRAI) or the Licensor (DOT) or Govt. of India or BSNL and any new condition/ direction/ amendment/ stipulation which may be brought in force by the Regulator/ Licensor/ Govt. of India/BSNL subsequent to the execution of this agreement. All such conditions/ directions/ amendments/ stipulation should be deemed to be automatically included in this agreement.
d. The Franchisee shall ensure the Quality of Service (QoS) as prescribed by TRAI (Regulator) time-to-time. The Franchisee shall operate and maintain its Network

conforming to Quality of Service standards subject to such other directions as the competent authority may give time to time and shall also adhere to such QoS standards and provide timely information as required therein.

- **e.** The Franchisee shall be responsive to the complaints lodged by BSNL. He shall rectify the anomalies within the specified MTTR and maintain the history sheets for each installation, statistics & analysis on the overall maintenance status and the same shall be made available to BSNL at desired intervals in prescribed format/ Performa.
- **f.** The Franchisee shall ensure for provisioning of commercial services immediately after completion of installation/integration of equipment/network and obtaining the Date of Go-Live Certificate from BSNL.
- **g.** To meet a specific solution requirement of an end customer, the Franchisee shall be responsible for designing, project planning, service level agreements and other specific deliverables to the Customers.
- **h.** Marketing of Services: Marketing, advertising and promotion of agreed Services/product shall be done by the Franchisee at its own cost. BSNL will not be liable to pay any cost under any circumstances. Franchisee will take prior permission from BSNL for using the logo in advertisement, banners, posters, TV shows, website or any other mode of promotion or marketing of PABX Service by Partners.
- **i.** In case BG is required to be submitted by BSNL to customer, equivalent amount of BG will be deposited by PABX Franchisee to BSNL for the same duration. In case BG submitted by BSNL is revoked due to any reason directly or indirectly attributable to PABX Franchisee, BSNL will also encash the BG submitted by PABX Franchisee.
- **j.** The Computer Systems/Server or Networks that a PABX Franchisee uses/installs for providing service to a customer under this agreement will be located in India and he will ensure that all customer data is available within India.
- **k.** PABX Franchisee will use its best endeavour and in good faith to ensure that it does not do or permit to be done or omit or permit the omission of any matter in relation to its network, which will cause damage to BSNL's network or result in the interference with the operation of the BSNL's network.

6.0 Signing of Agreement, Duration of Agreement and Renewal of Agreement:

- **a.** An Agreement will be signed between the BSNL and PABX Franchisee for providing agreed services, within one month after empanelment as a cloud based PABX Franchisee. From BSNL side, NB Cell, BSNL Corporate Office New Delhi will sign the agreement for national level empanelment and nodal cell of telecom circle will sign the agreement for national level, circle level and partner development/startup level empanelment.
- **b.** The initial period of agreement will of three years for national and circle level franchisee. However, considering the fact that Franchisees may take about 2-3 months for installation of equipment and integration with BSNL network, initial period of Agreement will be for 39 months [first 3 months (maximum) is for testing, validation, installation/integration of franchisees' equipment with BSNL network and next 36 months (from the date of go-live) is for service].
- **c.** Maximum period of subsequent renewals will of 3 years depending upon the performance of the Franchisee i.e., BSNL may renew the agreement for 1 year or 2 year or for 3 years, depending upon the performance of the Franchisee. In this regard, decision of BSNL will be final and binding on the Franchisee.
- **d.** For partner development/startup franchisees, the initial period of agreement will of one year. However, considering the fact that Franchisees may take about 2-3 months for installation of equipment and integration with BSNL network, initial period of Agreement will be for 15 months [first 3 months (maximum) is for testing, validation,

installation/integration of franchisees' equipment with BSNL network and next 12 months (from the date of go-live) is for service]. Further renewal of Agreement in existing Circle / new empanelment in other Circles will be considered only after achievement of minimum annual commitment/target revenue or on achieving minimum experience conditions as defined for Circle level empanelment.

e. The agreement may not be considered to further renewal if it is found that Franchisee has not been able to meet even 50% of the annual revenue commitment during agreement period. In this regard, decision of BSNL will be final and binding on the Franchisee.

f. Franchisee will have to re-submit the required documents in support of his renewal along with fresh/extended PBG and will sign the renewal agreement within 30 days of the expiry of the agreement and will have to maintain continuity of the service during such period.

g. In case of non-receipt of the documents from Franchisee within 30 days of the expiry of the agreement, then BSNL reserves the right to take necessary action for closure of the agreement and the resources (software and hardware) provided by the Franchisees will be taken over by BSNL for the continuity of service to the customer. No revenue share shall be paid to Franchisees after expiry of the period of agreement, even if the connectivity continues/ services are maintained.

7.0 Exit Clause

Either party may terminate the agreement by giving 60 days' notice. However, at the time of the exit, the Franchisee will not have the right of removal of software and hardware integrated with BSNL for the continuity of service to the customer. However, Franchisee may be given an option to remove software and hardware after successfully migrating, at his own cost and risk, all services/customers to any other existing Franchisee without impacting the service to the customers.

8.0 Performance Bank Guarantee (PBG):

a. The PBG shall be issued by Scheduled Bank (as per RBI guidelines).

b. **National level** - The Franchisee shall furnish an initial Performance Bank Guarantee of Rupees 10 lakhs (Rupees Ten Lakhs only in words), initially, towards due observance of the terms and conditions of this agreement. PBG will be reviewed upward annually so as to keep the minimum PBG (rounded of in lakhs) equal to 5% of annual revenue from the services during immediately preceding year or Rs.10 lakhs, whichever is higher. [e.g., PBG will be reviewed at the beginning of 2nd year on the basis of total revenue in first year and if 5% of total revenue is higher than Rs.10 Lakhs, the Franchisee shall submit revised/additional PBG to make the total PBG equal to 5% of annual revenue).

c. **Circle level and Partner Development Empanelment**: The Franchisee shall furnish a Performance Bank Guarantee of Rs.2 lakhs (Rupees Two lakhs, in words), initially, towards due observance of the terms and conditions of this agreement. PBG will be reviewed upward annually so as to keep the minimum PBG (rounded of in lakhs) equal to 5% of annual revenue from services or Rs.2 lakhs, whichever is higher.

d. Without prejudice to its rights or any other remedy, BSNL may encash the PBG in case of any breach in terms and conditions of the Revenue Share agreement by Franchisee or in case of business loss suffered by BSNL due to poor quality of services like frequent failure, delayed response, etc. on part of Franchisee.

e. This Performance Bank Guarantee shall be valid initially for the period of Thirty-Nine Months (agreement period) plus 6 months which will be extendable as per Agreement renewals.

f. Franchisee will submit the revised PBG in case his PBG of a part of PBG is forfeited due any default under this EOI.

9.0 Revenue Share and Payment Terms:

a. Following will be the revenue share for both the parties:

Services	Revenue Share	
	BSNL Share	Franchisee share
SIP FMC including bundled calls and DID , Call Charges	80%	20%
Call Charges beyond Free Calls	80%	20%
Additional DID (beyond plan)	80%	20%
Basic Cloud PABX services (Digital Extensions)	40%	60%
Voicemail Extensions	40%	60%
Additional features like Virtual receptionist	40%	60%

b. Payment of revenue share shall be made on monthly basis to the Franchisees on receipt of the Invoice. Franchisees shall submit the Circle wise invoices (in compliance with GST) to the officer nominated by CGM of the Nodal Circle.

c. Revenue share to Franchisee shall be calculated after deducting License Fee (presently 8%), any other fees/levies, if any, payable to Govt and discounts on tariff, if any, given to the customers and will be on realized revenue, only (ie after the payment is received from customer to BSNL).

d. The payment mechanisms/processes will be same as followed for existing EPABX policy/franchise (which is evolved for seamless process, time to time).

e. Tariff and revenue share for all other services / features, not specifically described in this EOI shall be decided on case to case basis.

10.0 Business Acquisition and Allocation

a. Customers/business acquired by the Cloud PABX franchisees directly on their respective PABX platform hosted on the cloud, will go to the respective Cloud PABX franchisees.

b. Customers/business acquired by BSNL, will be allocated between the different franchisees on H1 basis. The BSNL Circle, who acquires the business, will call for sealed quotes (only for the Services which are in 40:60 revenue share) from National Franchisees and Circle Franchisees in that Circle, to offer additional revenue share to BSNL[in (plus) percentage over and above the minimum 40% revenue share of BSNL as per revenue share table above]. Business garnered by BSNL will be allocated to the

Franchisee offering maximum revenue share for that specific business opportunity/deal.

c. In case any Franchisee assists or coordinates with the customer to nurture the business in the name of BSNL, that Franchisee will be given a choice by way of providing "First Right of Refusal" at the H1 revenue share to BSNL, determined through sealed bid method (defined in previous para).

d. If the incumbent Franchisee does not accept H1 offer, the work will be awarded to the Franchisee who quoted the H1 share. In case, the H1 Franchisee refuses to accept his own quoted share/rate, he shall be barred for one year (from the date of refusal) to participate in the above process of business allocation, along with other penal actions under empanelment. In such case, H2 shall be offered H1 share/rate and to execute the project/business, and so on.

e. In case, Customer selects and recommends solution/services being offered by any specific Franchisee, in that case, that lead/business will be locked for that Franchisee.

f. Additional business from an existing cloud PABX Customer will go to the Franchisee who is already providing services to that Customer.

11.0 Performance responsibility (Annual Targets) for Cloud PABX Partner

a. Cloud PABX partner has to fulfill the annual business volume commitment (from the date of Go-Live/commercial launch) of following value on which share is payable to BSNL:

   i. Nation Level Franchisee: 50 Lakhs (Excluding of Taxes)
   ii. Circle Level Franchisee: 15 Lakhs per Circle. (Excluding of Taxes)
   iii. Franchisees empanelled under Partner Development: Rs.5 Lakhs (Excluding of Taxes) for first one year and Rs.15 Lakhs (Excluding of Taxes) at the time of renewal /migration/upgradation to regular Circle level Franchise after 12 months of service period.

b. Above condition of Business commitment shall be backed with payment of Infrastructure Charges as per Para-12.0 below.

c. In addition to above, the National Level Franchisee shall also furnish an additional Revenue Assurance Bank Guarantee (RABG) of Rs. 5 lacs (Rupees Five Lacs only, which is 10% of minimum annual business commitment) towards due observance and achievement of Annual Business Commitment.

d. In case National Franchisee fails to meet above defined Annual Business Commitment of Rs.50 Lacs, BSNL will forfeit RABG in following manner

   i. Total RABG will be forfeited in case Franchisee is able to achieve less than 50% of Annual Business Commitment target.
   ii. Proportionate amount (i.e. 5% of short fall in Annual Business Commitment) from RABG will be forfeited in case Franchisee is able to achieve more than & equal to 50% of Annual Business Commitment target.
   iii. To make-up this forfeited amount, Franchisee will be required to submit revised RABG of Rs. 5 Lacs or additional RABG of forfeited amount.

iv. Above condition for submitting additional RABG will be applicable only for new empanelment as National Level Franchisees under amended Cloud PABX EOI.

12.0 Infrastructure sharing and Connectivity Charges

12.1 As setup fee (one time non-refundable), Rs 2 lakh plus applicable GST will be charged from cloud PABX partner for the testing, validation and integration to be done by BSNL.

12.2 EPABX software solution of Franchisee will be hosted in the equipment/server installed at BSNL location or on BSNL cloud (provided through BSNL's IDC partner).

12.3 In case Franchisee opts to install his equipment/server at BSNL location:

i. BSNL shall facilitate the cloud PABX partner with the required infrastructure (Space, Power, Air conditioning, connectivity) for free of charge for first year of services. The first year shall be counted from the date when integration testing has been successfully completed by BBNW Circle (NGN Cell) or 3 months from the date of Agreement, whichever is earlier.

ii. From second year onwards, Franchisee will be required to pay annual Infrastructure charges (plus GST) in Advance as per BSNL's co-location policy for BWSP's issued vide NWP-BS Cell vide letter no. 64-313/2019/NWP-BB/BBoWiFi dated 14.02.2019(Annexure-II) or Rs. 3 Lacs, whichever is higher.

iii. The Franchisees, who achieves the annual business volume commitment/target (as mentioned above) during the immediately preceding agreement year, will be exempted from the payment of the Infrastructure charges, in 2nd year and onward. In case, Franchisee fails to achieve the annual business volume commitment, the Franchisee shall have to pay proportionate Infrastructure charges which shall be equal to "Infrastructure charges (as worked out as per clause-12.3.ii above) minus 60% of revenue share actually earned by BSNL from the services through Franchisee during immediately preceding year". E.g.:

Total Business done by Franchisee = Ra.5 Lakhs [sharable amount after deducting license fee & any other fees/ levies, as per clause-9(c)] in 2nd year (i.e. Franchisee fails to achieve minimum business commitment)

Share received by BSNL = Rs. 2 lakhs

Applicable Infra Charges = Rs. 4.5 Lakhs (worked out as per actual load)

Actual Infra Charges payable at the beginning of 3rd Year of Agreement = Rs.4.5 lakhs – Rs 1.2 lakh (60% of Rs 2 Lakhs) = Rs 3.3 lakhs.

iv. If Franchisee achieves the minimum business commitment target in a year, still the BSNL's total share is less than the Infra Charges worked out as per clause 12.3.ii, above, than Franchisee will be required to pay difference of Infra Charges –share released/received by BSNL.

12.4 In case Franchisee opts for BSNL IDC based deployment:

i. BSNL shall extend NGN-SIP core connectivity to the IDC site over secure MPLS networks connectivity of 20Mbps, which will be upgraded as per as per system requirement/as desired by the Franchisee.

ii. The required MPLS connectivity will be free of charge for first year of services. The first year shall be counted from the date when integration testing has been successfully completed by BBNW Circle (NGN Cell) or 3 months from the date of Agreement, whichever is earlier.

iii. From second year onwards, Franchisee will be required to pay annual MPLS charges in advance, as per BSNL's tariff prescribed vide BSNL's circular no. 120-4/2016-BP-Ent/MPLS-VPN/284 dated 16.11.2018 discounted by maximum discounting power delegated to Circle Heads, applicable at that point of time or Rs.3 Lacs, whichever is higher, **plus applicable GST.**

iv. The Franchisees, who achieves the annual business volume commitment/target (as mentioned above) during the immediately preceding agreement year, will be exempted from the payment of the MPLS charges, in 2nd year and onward. In case, Franchisee fails to achieve the annual business volume commitment, the Franchisee shall have to pay proportionate MPLS charges which shall be equal to "MPLS charges (as worked out as per above Clause) minus 60% of revenue share actually earned by BSNL from the services through Franchisee during immediately preceding year". E.g.:

   a. Total Business done by Franchisee = Rs. 5 Lakhs [sharable amount after deducting license fee & any other fees/ levies, as per clause-9(c)] in 2nd year (i.e. Annual business commitment is not achieved by the Franchisee)

   b. Share received by BSNL = Rs. 2 lakhs

   c. Applicable MPLS Charges as per para-12.4.iii = 4.05 Lakhs

   d. Actual Infra Charges payable at the beginning of 3rd Year of Agreement = Rs.4.05 - Rs 1.2 lakh (60% of Rs 2 Lakhs) = Rs.2.85 lakhs

v. If Franchisee achieves the minimum business commitment target in a year, still the BSNL's total share is less than the prescribed MPLS charges, worked out as per clause 12.4.iii above, than Franchisee will be required to pay difference of MPLS Charges – share released/received by BSNL.

12.5 Franchisee shall pay the infrastructure/MPLS charges within 30 days of commencement of next agreement year (after first year of free Infra) failing which BSNL will charge annual compound interest @9% on due amount for the delayed period and will have the right to recover the same from PBG submitted by the Franchisee. **GST on Interest amount for belated payment of Infrastructure/MPLS charges will be borne by the respective franchisee**.

13.0 Tariffs to the customers

a. The monthly tariff for the subscription will be as per the approved rate card by BSNL. The tariffs for the services offered shall be decided by BSNL from time to time.

b. The tariffs to be levied shall comprise of the following components

   i. One time subscription charges.

   ii. Renewal of subscriptions.

iii. Additional usage, beyond the bundled minutes of usage as per the subscription.
iv. Additional extensions, DID etc to be charged as per the approved tariff card.

14.0 ARBITRATION, APPLICABLE LAW AND JURISDICTION:-

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

Where parties are unable to settle the disputes through conciliation, the same shall be referred to the authority for referral of such disputes to arbitrator/s (chosen from the name(s) provided by BSNL), to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation (Amendment) Act, 2015 (3 of 2016), as per guidelines issued vide BSNL letter no. MMS/135-1/2011-12 (Pt.)/70 dated 28.12.2017 (attached as **Annexure-IV)** or any amendment / notification issued.

The venue of the arbitration proceeding shall be New Delhi or Circle/SSA HQ (as the case may be).

15.0 Procedure to be followed for taking action against franchisee in case of defaults/ deficiency is attached as **Annexure-III**.

16.0 Indemnification:-
PABX Franchisee agrees to protect, defend, indemnify and hold harmless BSNL and its employees, officers, directors, agents, dealers, distributors, retailers or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:

- Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party;
- Any breach of the terms and conditions in this Agreement by the PABX Franchisee;
- Any claim of any infringement of any intellectual property right or any other right of any third party or of law by the PABX Franchisee;
- Any claim made by any third party arising out of sale of the software as a service and arising in connection with faults in said software/ service.
- The PABX Franchisee shall comply with all the laws, directives, guidelines, etc of the land and shall be fully responsible for the same. They shall Indemnify BSNL for any liability arising out of non compliance of the same.

17.0 Set Off: Any sum of money due and payable to PABX Franchisee under the Agreement or otherwise shall be appropriated by BSNL and the same may be set off against any claim of BSNL for payment of a sum of money arising out of the Agreement or under any other Agreement made by PABX Franchisee with BSNL.

18.0 Submission of Proposal:-

a. Interested and eligible Companies for empanelment at national level may submit their proposals along with all the requisite documents as per the EOI on any working day to:-

Asstt. General Manager (NB)
Bharat Sanchar Nigam Limited,
1ST Floor, Room No. 127, Bharat Sanchar Bhawan,
Janpath, New Delhi- 110001

b. Interested and eligible Companies for empanelment at Circle level and Partner Promotion/Startup Empanelment may submit their proposals along with all the requisite documents as per the EOI on any working day to nodal cell of concerned telecom circle.

Note: This policy is open ended and any company which is interested and meets the eligibility conditions may submit its proposal on any working day. BSNL will examine the proposal and decide on case to case basis whether to enter into agreement or not. BSNL would, however, reserve the right of periodic review of the entire policy or any elements thereof based on its business needs.

-------------------End of Document-----------------

ANNEXURE-I

FORMAT OF THE NON-DISCLOSURE UNDERTAKING

(To be submitted duly notarized on non-judicial stamp paper of Rs.50/- only)

M/s______________________________, a company registered under Companies Act 1956, having its registered office at_________________________________ acting through Shri ______________, the authorized signatory (which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) hereby declare and undertake that we shall not divulge any part of this agreement either through oral or written communication or through any mode to anyone.

We further undertake and declare that we shall be responsible for safe custody of the papers/documents including the Agreement proposed to be entered into between M/s BHARAT SANCHAR NIGAM LIMITED and ourselves. We shall ensure all necessary steps to safeguard the privacy and confidentiality of the Agreement and shall use our best endeavours to secure that no person acting on our behalf or ourselves divulge or disclose or use any part of the Agreement without the written consent of M/s BHARAT SANCHAR NIGAM LIMITED.

We further declare and undertake that if we declare not to sign the above Agreement with M/s BHARAT SANCHAR NIGAM LIMITED, we shall return back the copy of the Agreement (in original) back to designated official acting on behalf of M/s BHARAT SANCHAR NIGAM LIMITED within one month without preserving any copy of the same, in any form, whatsoever.

We further declare and undertake to indemnify M/s BHARAT SANCHAR NIGAM LIMITED for any loss or damage(s) caused to it by virtue of any default from our side in compliance to the aforesaid conditions.

Signed on behalf of M/s _____________________________ by Shri ________________ (Name and Designation) authorized signatory

ANNEXURE-I

FORMAT OF THE NON-DISCLOSURE UNDERTAKING

(To be submitted duly notarized on non-judicial stamp paper of Rs.50/- only)

M/s________________________________, a company registered under Companies Act 1956, having its registered office at___________________________________ acting through Shri _______________, the authorized signatory (which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) hereby declare and undertake that we shall not divulge any part of this agreement either through oral or written communication or through any mode to anyone.

We further undertake and declare that we shall be responsible for safe custody of the papers/documents including the Agreement proposed to be entered into between M/s BHARAT SANCHAR NIGAM LIMITED and ourselves. We shall ensure all necessary steps to safeguard the privacy and confidentiality of the Agreement and shall use our best endeavours to secure that no person acting on our behalf or ourselves divulge or disclose or use any part of the Agreement without the written consent of M/s BHARAT SANCHAR NIGAM LIMITED.

We further declare and undertake that if we declare not to sign the above Agreement with M/s BHARAT SANCHAR NIGAM LIMITED, we shall return back the copy of the Agreement (in original) back to designated official acting on behalf of M/s BHARAT SANCHAR NIGAM LIMITED within one month without preserving any copy of the same, in any form, whatsoever.

We further declare and undertake to indemnify M/s BHARAT SANCHAR NIGAM LIMITED for any loss or damage(s) caused to it by virtue of any default from our side in compliance to the aforesaid conditions.

Signed on behalf of M/s _______________________________ by Shri _________________ (Name and Designation) authorized signatory

Annexure-II 106/c

NWP-BB Cell
BSNL Corporate Office, 2nd Floor
Bharat Sanchar Bhavan, Janpath,
New Delhi-110 001
Ph. 011-23734057
Fax.011- 23734284

भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

Letter No- 64-313/2019/ NWP-BB/BBoWiFi **Dated 14.02.2019**

To,

The Chief General Managers
All Telecom Circles/Districts, ITPC Circle and BBNW Circle.

Sub: Co-location & Power charges for central equipments installed/to be installed at BSNL data center by BWSPs.

1. BSNL has empaneled BWSPs namely-M/s B4S, M/s Tikona, M/s KKET & M/s Benzfab for providing Broadband services over Wi-Fi technology (BBoWiFi) on revenue sharing basis through EOI No. CA/NWP-BB/Wi-Fi technology/E-565/2016 dated 17/10/2016.

2. As per clause 1.5 and 2.1 (i) of Section-3 Part-A of EOI, Co-location & Power charges to be paid by BWSP for the equipments installed in BSNL Data Centre. However, the EOI does not mention the amount of co-location and power charges.

3. In view of above, queries/representations have been received from BWSPs/BBNW Circle/Rajasthan circle on the co-location and power charges to be billed to BWSPs.

4. The matter has been examined at BSNL CO and in this reference following is conveyed with the approval of competent authority:

4.1 The minimum co-location & power charges for the equipments installed at BSNL data centers by BWSPs shall be Rs 50,000 per annum per location for load up to 250 Watt. Beyond 250 Watt load additional charges of Rs 200 per watt shall be applicable.

4.1.1 Annual increase of 10% from 1st January of every calendar year on the base rate of infrastructure co-location charges shall be applicable from year 2019 onwards.

4.1.2 Model calculation of co-location & power charges for a particular load slab & Year are as follows:

	Colocation & Power Charges		
Load	Year 2018	Year 2019 (10 % increase)	Year 2020 (20 % increase)
Up to 250 W	Rs. 50,000	Rs. 55,000	Rs. 60,000
Per watt incremental charges	Rs 200	Rs 220	Rs 240

4.1.3 The above charges shall be exclusive of all applicable taxes.

4.1.4 Billing to BWSP shall be on postpaid basis. BSNL shall issue demand note to BWSPs on yearly basis in the month of December. In case equipment is installed in the mid of year than demand note to BWSPs shall be issued on prorate basis for the deployed period.

4.1.5 The above charges shall include space, power, air-conditioning and connectivity.

4.2 The calculation of co-location & power charges shall be done on actual power consumption of equipment of BWSP instead of rated power capacity of equipment. The actual power consumption of equipment shall be measured by the committee consisting of members from technical wing and electrical wing of BSNL alongwith one representative of concerned BWSP. The measurement of power consumption shall be made in the month of December (i.e. the month in which billing shall be made).

4.2.1 For measurement of power consumption in case of fluctuations at different times, it is advised to take minimum of 2 readings at different times of the day of measurement. The maximum reading shall be taken for calculation of co-location & power charges.

4.2.2 For calculation of co-location & power charges, only power consumed by equipments of BWSPs shall be considered.

4.3 The above charges shall be made applicable retrospectively for empaneled BWSPs. If demand notes have already been raised to BWSPs, the same may be revised as per the charges defined above in para-4.1. The billing for old period shall be done as per current measurement of power consumption of equipment.

4.4 The Colocation & Power Charges shall be payable by BWSPs from the date of commercial launch of BBoWiFi services.

4.5 The equipment deployed by BWSP shall be used exclusive to provide services to BSNL customers only.

(Sushma Mishra)
GM (NWP-BB)

Copy to –

1. Dir (CFA)-for kind information please.
2. GM (Fin-CFA), BSNL CO
3. All BWSPs (M/s B4S, M/s Tikona, M/s KKET & M/s Benzfab).

Annexure-III

Sub: Procedure to be followed for taking action against franchisee in case of defaults / deficiency

If any Franchisee is found guilty of any of the defaults mentioned in below table, following action need to be taken:

1. Concerned unit shall issue a letter (with the approval of competent authority) to the Franchisee asking him to explain his conduct on the noted default.
2. On receipt of the written reply/ explanation of the Franchisee:
   a) If reply is found to be satisfactory by the BSNL, then it may drop the case.
   b) In case either the explanation is not found satisfactory by the BSNL or the Franchisee does not reply/ respond to the letter, a notice asking reasons / justifications for the misconduct shall be served on the Franchisee, giving him **<u>7 days time to respond</u>**.

3. In the case the Franchisee does not reply / respond to the notice, then the Competent authority will take necessary action to issue Business banning / barring order.

4. On receipt of the written reply/ explanation stating reasons / justifications for his misconduct of the Franchisee:
   a) If reasons / justifications are found to be satisfactory by the BSNL, then it may drop the case.
   b) If reasons / justifications are not found acceptable by the BSNL then necessary action to be taken by BSNL as mentioned below.

<u>Action to be taken against defaults by the bidder / Vendor/ Franchisee</u>

<table>
<tr><th>S. No.</th><th>Defaults of the bidder / vendor / Franchisee.</th><th>Action to be taken by BSNL</th></tr>
<tr><td>A</td><td>B</td><td>C</td></tr>
<tr><td rowspan="3">1</td><td>Submitting fake / forged</td><td rowspan="2">i) Rejection of empanelment of respective Vendor.
ii) Banning of empanelment for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
Termination of agreement, if signed. This implies non-acceptance of further supplies / work & services ~~and~~ except to make the already received material work/complete work in hand</td></tr>
<tr><td>a) Bank Instruments with the bid to meet terms & condition of EOI in respect of empanelment fee, BG/PBG etc and detection of default at any stage from receipt of bids till launch of service/Signing of Agreement.</td></tr>
<tr><td colspan="2">Note1 :- However, in this case the performance guarantee if alright will not be forfeited.
Note2: Payment for already received material work/completed work shall be made as per Terms & conditions of the EoI/Agreement.</td></tr>
<tr><td rowspan="2">2</td><td>Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of EOI :</td><td></td></tr>
<tr><td>(i) If detection of default is prior to testing and validation of service/ Signing of Agreement.</td><td>i) Cancellation of empanelment
ii) Forfeiture of empanelment fee.
iii) Banning of empanelment for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including</td></tr>
</table>

		participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	(ii) If detection of default during the testing and validation but before launch of service/Signing of Agreement.	i) Cancellation of empanelment , ii) Forfeiture of empanelment fee and setup fee. iii) Banning of empanelment for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.

	(iii) If detection of default after receipt of PG/ SD (DD,BG etc.) and before launch of service/ Signing of Agreement.	i) Cancellation of empanelment and termination of agreement if signed ii) Forfeiture of empanelment fee, setup fee & PG/SD. iii) Resources (software and hardware) provided by the Franchisee will be returned. iv) Banning of empanelment for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	(iv) If detection of default after launch of service/Signing of Agreement.	i) Cancellation of empanelment and termination of agreement if signed ii) Forfeiture of empanelment fee, setup fee & PG/SD. iii) Resources (software and hardware) provided by the Franchisee will be taken over by BSNL for the continuity of the service or till migration of the service iv) Banning of empanelment for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	Note 3:- However, settle bills for the service provided by the Franchise in case of no violation of any agreement conditions, satisfactory performance, or observance of no malpractice by the company.	
	Note 4:- No further services are to be accepted except that required to provide the service to the existing customers till migration.	
3	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threaten~~s~~ BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	i) Banning of empanelment for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
	c) Obstructing functioning with the enterprise customers and BSNL employees associated with this	

	service.	
4	After empanelment and request by BSNL, Franchisee doesn't submit tariff/rate card of the services, doesn't sign agreement, not come for testing and validation.	Forfeiture of Empanelment fee and cancellation of empanelment.
5	Misuse of empanelment letter issued by the BSNL	i) Cancellation of empanelment and termination of agreement if signed ii) Forfeiture of empanelment fee, setup fee & PG/SD. iii) Resources (software and hardware) provided by the Franchisee ~~will be~~ will be taken over by BSNL for the continuity of the service or till migration of the service iv) Banning of empanelment for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
6	Regulatory guidelines violation (issued by TRAI & BSNL)	Franchisee will be given one month time period to rectify the issue & comply the regulatory guidelines. If not rectify, services will be stopped and following action will be taken : i) Cancellation of empanelment and termination of agreement if signed ii) Forfeiture of empanelment fee, setup fee & PG/SD. iii) Resources (software and hardware) provided by the Franchisee will be taken over by BSNL for the continuity of the service or till migration of the service.
7	Any threat regarding network security/ Cyber Security/Customer data Protection/safety / privacy etc for BSNL or enterprise customer due to the service provided by Franchisee	i) Franchisee to rectify the same immediately, if any loss occurred to BSNL or enterprise customer will be recovered from Franchisee. ii) Cancellation of empanelment and termination of agreement if signed. iii) Banning of empanelment for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iv) Legal Action will be initiated by BSNL against the Vendor , if required.
8	Failure to provide the satisfactory service to customer	Franchisee will be given one month time period to improve the services. If not improved, the customers will be migrated to other franchisee and in this regard, any expenditure, penalties etc will be recovered from Franchisee.
9	False commitment to customers and hampering the brand image of BSNL	Any claim made by the customer to BSNL, the same will be recovered from Franchisee and Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.

10	Franchisee declared insolvent etc	i) Any dues owed to Franchisee will be recovered from the PG/ SD submitted by Franchisee and resources (software and hardware) provided by the Franchisee will be taken over by BSNL for the continuity of the service or till migration of the service. ii) Cancellation of empanelment and termination of agreement if signed.

Bharat Sanchar Nigam Ltd.
(A Govt. of India Enterprise)
2nd Floor, Bharat Sanchar Bhawan, Janpath, New Delhi - 110 001
(MMS Section)
Tel: 011- 23037279 Fax: 011-23710198

To,

All Chief General Managers
Telecom Circles
Bharat Sanchar Nigam Limited

No. MMS/135-1/2011-12 (Pt.)/70 Dated: 28 .12.2017

Subject: Revision of Arbitration guidelines in BSNL in accordance with Arbitration and Conciliation (Amendment) Act, 2015 (3 of 2016) – Modification required in Tender Clause regarding.

Reference: Letter No. BSNL/Sectt/54-2/2010 dated 06.04.2016

In continuation of letter under reference, approval of competent authority is hereby communicated to amend arbitration clause as mentioned in Para I of Annexure attached hereto for insertion in Tenders/ Contracts /POs / APOs /Eols /NITs / Agreements in accordance with Arbitration and Conciliation (Amendment) Act, 2015 (3 of 2016).

Kindly ensure that these guidelines are implemented with immediate effect.

Encl: Modified Guidelines

Assistant General Manager (ST)

Copy to:

1. PPS to CMD BSNL for kind information.
2. Dir (HR)/Dir (F)/Dir (Ent.)/Dir (CM)/Dir (CFA) BSNL for kind information.
3. All PGMs/Sr GMs/GMs, BSNL CO, New Delhi
4. Copy for posting on BSNL Intranet Portal
5. Office copy

Annexure

Subject: Revision of Arbitration guidelines in BSNL in accordance with Arbitration and Conciliation (Amendment) Act, 2015 (3 of 2016).

The extant arbitration guidelines in BSNL were as per Arbitration Conciliation Act, 1996. The same has been revised as per Arbitration and Conciliation (Amendment) Act, 2015 (3 of 2016). The mentioned below amendments have been done:

(i) Modification required in tender clauses
(ii) Applicable law and jurisdiction

Modifications in Arbitration Clause of tender documents

I. ARBITRATION (Applicable in case of supply orders/Contracts with firms, other than Public Sector Enterprise) (Not applicable in cases valuing less than Rs. 5 lakhs)

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

(1) A party wishing to commence arbitration proceeding shall revoke Arbitration Clause by giving 60 days' notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

(2) The number of the arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for counter claim, if any)	**Number of arbitrator**	**Appointing Authority**
Above Rs. 5 lakhs to Rs. 5 crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL.	BSNL (Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs. 5 crores	3 Arbitrators	One arbitrator by each party and the 3rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.

(3) Neither party shall appoint its serving employee as arbitrator.

4. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise, he shall proceed de novo.

5. Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

6. Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is upto Rs. 5 crores.

*[**29B. Fast track procedure** – (1) Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section (3).*

(2) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.

(3) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-

(a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
(b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
(c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
(d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.

(4) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.

(5) If the award is not made within the period specified in sub-section (4), the provisions of sub- sections (3) to (9) of Section 29 A shall apply to the proceedings.

(6) The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.]

7. The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and Counter Claims	Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)
UptoRs. 5 crores	Within 6 months (Fast Track procedure)
Above Rs. 5 crores	Within 12 months

CYadav

However, the above time limit can be extended by the Arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the Act.

8. In case of arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay, etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.

9. The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case may be).

10. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

II. Following Arbitration Clause may be incorporated in Contracts POs, APOs, Tenders, Eols, etc. between BSNL and Central/State Government (s) as the case may be in terms of DPE guidelines for settlement of commercial disputes between Public Sector Enterprises inter-se and Public Sector Enterprise(s) and Government Department(s) through Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be deiced by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

Further, with regard to already signed/existing contracts, existing Arbitration clause for sole arbitrator can be invoked in case the parties waive, subsequent to disputes having arisen between them, the applicability of sub-section (5) of section 12 by an express agreement in writing.

III. APPLICABLE LAW AND JURISDICTION

(a) The supply order for Goods 'or' Services, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed.

(b) Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

This issues with the approval of competent authority and is to be implemented with immediate effect.

Yadav

Assistant General Manager (ST)