

No: BSNLCO/VAS/Policy/2026/01
Bharat Sanchar Nigam Limited
(A Government of India Enterprises)

Revised Policy for Empanelment of System Integrator for Bulk Push SMS service /WhatsApp Business services/ RCS services on non-exclusive basis

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Bharat Sanchar Nigam Limited (BSNL) currently offers GSM and PSTN services nationwide. It serves 96,270,040 pre-paid and post-paid mobile users and 778,213 PSTN subscribers. Additionally BSNL has 4164573 FTTH users and 87960 broadband customers under various tariff plans.

A2P messaging is one of the most widely used messaging platforms, which has grown considerably over the last few years. It is prescient that this messaging service has immense potential to further grow in years to come. There are several Organizations and Enterprises which need to send messages to their customers. These Organizations/ Enterprises are known as Principal Entities (PEs).

To give further impetus to generation of revenues through this service, it has been decided to empanel set of System Integrators on non-exclusive basis for dissemination of A2P SMS/ WhatsApp Business services /RCS services.

Proposals are invited from interested and eligible companies for empanelment as System Integrators on non-exclusive basis. The eligible companies will act as an interface between Principal Entities and SMSC (BSNL or 3rd party SMSCs) and can offer the services to enterprise customers after entering into an agreement with BSNL for empanelment. The objective is to reach out to the enterprise customers who are willing to use A2P SMS/ WhatsApp Business services/ RCS services platform for their business.

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

1. Eligibility Conditions:

- 1.1 The prospective System Integrator shall be a company registered and incorporate in India under Companies Act, 1956/ 2013.
- 1.2 The company should have a minimum annual turnover (audited) of Rupees one Crore or equivalent during the last financial year in one of the following areas or any combination thereof,

- a) IT applications or
- b) Telecom applications/ Value Added Service or
- c) Telemarketing.

The company will have to submit a certificate(s) from the organization with whom the services have been provided by the company in respect to above experience.

- 1.3 The Company shall comply with all the existing TRAI regulation especially TCCPR Regulations, 2018, TCCPR (Second Amendment) Regulation, 2025 and any amendment, thereof.
- 1.4 **The company should be a Registered Business Solution provider or Technology Provider/Partner or Independent Software Vendor (ISV) of Meta Platform (Facebook /WhatsApp messaging services) for providing WhatsApp messaging services in India and must be listed in the Meta Partner Directory (For Business Solution Provider).**
- 1.5 The period of non-exclusive agreement shall be 24 months.

- 1.6 The company will be required to submit a non-refundable Empanelment Fee of Rs 50000/- (Rs Fifty thousand only) along with the proposal in the form of DD in favor of Accounts Officer (Cash), BSNL, New Delhi.

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

- 2.1 Copy of the Article of Association & Memorandum of Association.
- 2.2 List of Directors including their names(s) and address (es) along with contact telephone numbers, DIN of each director & CIN of the company.
- 2.3 Certified True copy of Board's/Management's resolution in favor of authorized signatory.
- 2.4 Specimen signature of the authorized official duly attested by Company's/authorized signatory's Banker.
- 2.5 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.
- 2.6 Turnover certificate from the company's Auditors/ CA mentioning the field of turn over as required under the eligibility conditions.
- 2.7 **Certified copy of valid registration certificate evidencing that the bidder is registered Business Partner of Meta platform /Tech partner / Independent Software Vendor- ISV/Technical Solution Provider of Meta (Facebook/ WhatsApp) for providing WhatsApp messaging services in India. If the SI is an ISV, they must provide verifiable evidence of their active Meta Developer status and specify their underlying routing infrastructure or parenting Business Solution Partner arrangement, ensuring compliance with all active Meta Security and Commerce policies.**
- 2.8 Non-refundable Empanelment fees in the form of DD in the name of AO (Cash), BSNL, New Delhi, required as per eligibility conditions.
- 2.9 Non-Disclosure Undertaking (NDU) on ₹50 stamp paper, duly notarized. (NDA format enclosed as Annexure).
- 2.10 Contact details of the authorized representative for this proposal.
- 2.11 Company PAN and GSTIN certificates.

Draft agreement, containing the complete commercial, financial and technical conditions to be signed for System Integrator shall be forwarded to the eligible companies only after evaluating the proposal containing the above documents in full.

3. **Scope of Work:**

- 3.1 System Integrator (SI) should have capability to provide end to end solutions to Entities. The SI shall provide/ enable SMPP, XML, HTTPS connectivity/ API support to Principal Entities (PEs) as desired them for all type of services mentioned in the policy.
- 3.2 System Integrator must be able to provide PEs with different types of reports such as delivery report, failure report with error code, billing related reports etc. as per the requirements of PEs.
- 3.3 System Integrator must have sufficient backup storage for the data of client/ PEs.
- 3.4 System Integrator must be compatible with clients/ Entities requirements and with end to end connectivity between BSNL DLT and Entity.
- 3.5 System Integrator will assist PEs in getting them registered on BSNL Distributed Ledger Technology (DLT) platform. System Integrator shall also have to ensure that the Templates and Headers of PEs which are required for sending traffic gets registered on DLT (Distributed Ledger Technology) in a time bound manner as per the mandates of regulation.

- 3.6 System Integrator will deploy their own application server/ technology/ Software i.e. System Integrator will not use borrowed application server/ technology/ Software from anyone else.
- 3.7 System Integrator shall procure a robust, reliable and feature-rich solution to deliver bulk push SMS of the entities to their customers/ clients on PAN India basis. The availability of solution shall be 24x7x365.
- 3.8 Bulk push service may be provided through graphical user Interface and/ or Application Program Interface.
- 3.9 All types of messaging services must be securely delivered to the end users.
- 3.10 System Integrator must be capable for submitting MIS (Management Information System) reports as and when required by BSNL or Principal Entities, in the desired format.
- 3.11 **The WhatsApp Business Account service providing System Integrator must be either a Solution Partner (formerly BSP) on the Meta Platform, OR an authorized Tech Partner / Tech Provider (Independent Software Vendor - ISV) registered on the Meta Platform for providing the following:**
 - a) **Voice Services: Both with Artificial intelligence (AI) /Machine learning (ML) capabilities & outbound calling.**
 - b) **WhatsApp Services: WhatsApp notifications and Chabot with Artificial intelligence (AI) /Machine learning (ML) capabilities.**
- 3.12 **RCS Services:**
 - a) Configuring BSNL as a Messaging as a Platform (MaaP) carrier on the MaaP platform **exclusively for BSNL.**
 - b) Establishing a Carrier Admin Account for BSNL on the MaaP platform.
 - c) Demonstrating various process flows on the MaaP platform with BSNL as a Carrier:
 - i) Handling aggregator requests, verification, approval, and account activation.
 - ii) Creating Rich Business Messaging (RBM) Agents and granting API access to aggregators.
 - iii) Managing verification and launch requests of RBM Agents by aggregators, including Submission of Brand information.
 - iv) Launching RBM Agents on BSNL's network. (Note: Access to the RCS Carrier Console (RCC) from Google is required for launching RBM Agents on BSNL)
 - d) Setting up a Developer Account for BSNL for internal campaigns.
 - e) Demonstrating how BSNL can utilize the MaaP platform to design and execute RBM campaigns targeted at their users.
 - f) Providing billing and traffic analytics for traffic generated by different RBM agents.
- 3.13 and any other VAS services.

4. **General Terms and Conditions of the Agreement:**

4.1

A. The payment to System Integrator will be as per delivered messages basis. In the manage service model, BSNL will pay System Integrator for every successful delivery of messages i.e. per transaction cost. The System Integrator will deploy its interface between PE side and SMSC/DLT at its own cost, and provide all the necessary support/reports required by PE and BSNL.

B. Circle must ensure that business generated from system integrator should remain financially positive after accounting of all applicable taxes and expenses like IUC, License fee, Spectrum Charges and BSNL margin.

4.2 BSNL Zones/ Circles will call for the quotations from all the empanelled System Integrators before awarding work order to any of the empanelled System Integrator.

BSNL shall pay to the empanelled System Integrator on accepted rates on the basis of count of delivered messages.

- 4.3 BSNL's Mobile Operations are divided into four Zones viz. East, West, North and South, comprising of the Licensed Service Areas as defined below.

S. No.	Zone	Licensed Service Areas
1	East	Assam, Bihar (including Jharkhand), Kolkata, Odisha, West Bengal (including A&N and Sikkim), North East (NE-I & NE-II).
2	West	Gujarat, Madhya Pradesh (including Chhattisgarh), Maharashtra and Mumbai.
3	North	Delhi, Haryana, Himachal Pradesh, Jammu & Kashmir, Punjab, Rajasthan, UP (East), UP (West) including Uttarakhand.
4	South	Andhra Pradesh (including Telangana), Karnataka, Kerala, Tamil Nadu (including Chennai).

- 4.4 System Integrator once empanelled can provide services on pan India basis. All the Circles/ Zones will have to engage empanelled System Integrators for the business directly undertaken from Principal Entities. BSNL shall provide required connectivity between its concerned network elements concerned and the systems of the SI free of cost.
- 4.5 System Integrator shall raise monthly invoice to circles in accordance to the traffic sent utilizing their platform. Circles shall reconcile the data with System Integrator/ Nodal Centers and make payment to System Integrator on the basis of delivered messages. Payment to SI shall be on back to back basis.
- 4.6 System Integrator shall have to ensure that TCCPR, 2018 and 2025 and all regulations issued by TRAI on the matter from time to time are adhered to.
- 4.7 System Integrator shall be totally bound and obliged to comply with all applicable norms and directions issued from time to time by the Regulator (TRAI), the Licensor (DOT) and Govt. of India.
- 4.8 System Integrator will have to commit the annual revenue of Rs One Crore during the agreement tenure for the services specified and shall have to submit a Performance Bank Guarantee of Rs 3 Lakh. PBG will be forfeited if target is not met.
- 4.9 The initial agreement period is for 24 months. Renewal will be based on performance of SI and prevailing BSNL policies.
- 4.10 The agreement shall be renewed for 1 year at a time unless terminated by either party. The decision of BSNL shall be final regarding the grant of renewal.
- 4.11 The company will have to submit their renewal consent to BSNL CO, with the copy to the Circles/Nodal Centers at least one month before the expiry of the agreement. In case of non-receipt of the renewal consent from the company, Corporate Office will issue instructions to suspend/ block the services after the expiry of the agreement.
- 4.12 The Performance Bank Guarantee shall be provided within 15 days of the signing of the agreement. The Bank Guarantee shall be valid for the period of the agreement plus six months.
- 4.13 Based on the request from the company, liberty to pay an equivalent amount in the form of DD instead of invocation of PBG may be given.
5. **Indemnification:** SI shall agree to protect, defend, indemnify and hold harmless BSNL and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:
- 5.1 Any breach of any statute, regulation, direction, order or standard from any governmental body, agency, telecommunications operator or regulator applicable to such party;
- 5.2 Any breach of the terms and conditions of the agreement by the SI;

- 5.3 Any claim of any infringement of intellectual property right or any other right of any third party or person or of law by the SI;
- 5.4 Any claim made by any third party or person arising out of the use of the services and arising in connection with interruptions or degradations of service caused solely on account of the SI.
- 5.5 Any liability arising out of non compliance of Laws, Directives, guidelines etc. of the Land where the SI's platform is located.
This clause shall survive the termination or expiry of this Agreement.

6. Directions/ Guidelines from Licensor/ regulator or Any Govt. statutory body:

BSNL reserves the right to act upon directions from the Department of Telecommunications (DoT), TRAI or any other Government/ Regulatory Body. In case where the SI is found violating the extant policies /rules/guidelines, VAS activation policies or security directions of DoT, TRAI or any other Government/ Regulatory Body, BSNL reserves the right to take appropriate civil/ criminal remedy/ action including termination of the agreement along with the forfeiture of BG.

7. Submission of Proposal

The proposal, complete in all respect, addressed to AGM (VAS), Second 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 endeavor to enter in to an agreement within 30 days from the date of submission of the documents.

Annexure

FORMAT OF THE NON-DISCLOSURE UNDERTAKING

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

M/s..... , a company registered under Companies Act 1956 /2013, having its registered office atacting 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 will not divulge any part of this agreement either through oral or written communication or through any other 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 endeavors 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 GM (VAS) 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.

PROFORMA FOR BANK GUARANTEE(to be submitted at Corporate office)

To

BHARAT SANCHAR NIGAM LIMITED
Bharat Sanchar Bhawan,
Harish Chandra Mathur Lane,
Janpath, New Delhi-110001

In consideration of the BHARAT SANCHAR NIGAM LIMITED (BSNL) having signed an agreement No.----- dated.....(hereinafter called 'the said agreement') with **M/s___**. (hereinafter called **M/s___**.) regarding empanelment as system integrator in BSNL network for provision of BULK PUSH/WhatsApp/RCS and other Services (hereinafter called 'the Service') to the subscribers of BSNL and other operators as per the terms and conditions in the said agreement, which inter-alia requires the submission of the Bank Guarantee of **Rupees 3 Lacs** as a security towards the due observance and performance of the terms & conditions of the said Agreement, rollout of the services as mutually agreed and the compliance of the content related laws including IPR/copyrights related provisions of the said Agreement. We.....(indicate the name and address of the Bank) (hereinafter referred to as 'the Bank') at the request of M/s.....hereby irrevocably and unconditionally guarantee to BSNL that M/s.....shall render all activities which may be required to be rendered by M/s.....in connection with rolling out of the services as mutually agreed and for the compliance of the content related laws including IPR (Intellectual property Rights)/copyrights related provisions and performance of the contract and further guarantees that the service which shall be provided by M/s.....under the said agreement, shall be actually performed in accordance with terms & conditions of said agreement to the satisfaction of the BSNL.

2. We, the Bank, hereby undertake to pay BSNL an amount not exceeding **Rupees Three Lakhs** against any breach of any of the terms & conditions contained in the said agreement including failure to rollout the services as mutually agreed or the content of services being in violation of any related law or violating the IPR/copyright of any third party or to extend the validity of this guarantee or to give a fresh guarantee in lieu of the existing one or adjust outstanding dues of BSNL against other agreements/ contracts against set-off clause.

3. We, the Bank hereby, absolutely, irrevocably and unconditionally guarantee as primary obligor and not merely as surety against the payment of an amount of **Rupees Three Lakhs** to the BSNL to secure due and faithful observance & performance by M/s.....of all his obligations under the said agreement.

4. We, the Bank hereby also undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount

claimed is due by reason of breach by M/s.....of any of the terms & conditions contained in the said agreement or by reason of M/s.....'s failure to perform any of its obligations under the said agreement including failure to rollout the services as mutually agreed or failure of M/s.....to pay outstanding dues of BSNL or the content of the services being in violation of any related law or violating the IPR/copyright of any third party.

5. We, the Bank, hereby agree that the decision of the BSNL as to whether M/s.....has failed to or neglected to perform or discharge his duties and obligations as aforesaid and/or failed to launch the services as mutually agreed, whether the service is free from deficiencies and defects and is in accordance with the terms & conditions of the said agreement or not, the content of the services is in violation of any content related law or IPR/copyrights or not and as to the amount payable to the BSNL by the Bank hereunder shall be final and binding on the Bank.

6. WE, THE BANK, DO HEREBY DECLARE AND AGREE that :

(a) The Guarantee herein contained shall remain in full force and effect for a period of at least thirty months from the date hereof or any extension thereof and that it shall continue to be enforceable till all the dues of BSNL by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL is satisfied that the terms & conditions of the said agreement have been fully and properly carried out by the said M/s.....and accordingly discharged this guarantee.

(b) The BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance of any obligations by the said M/s.....from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said M/s.....and to forbear or to enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation or extension being granted to the said M/s.....or forbearance act or omission on the part of the BSNL or any indulgence by the BSNL to the said M/s.....or to give such matter or thing whatsoever which under the law relating to sureties would by for this provision, have effect of so relieving us.

(c) Any claim which we have against M/s.....shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of the BSNL exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of us hereunder remains owing and outstanding.

(d) This Guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by M/s.....

7. We the BANK undertake not to revoke this Guarantee during its currency except with the previous consent of the BSNL in writing.

8. Notwithstanding anything contained above, our liability, under the Guarantee shall be restricted to Rs. 3 Lakhs only and our Guarantee shall remain in force until thirty months from the date hereof or any extension thereof. Unless a demand or claim under this Guarantee is made on us in writing within this date i.e. all your rights under the Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

Dated.....day of.....2025.. at.....

(Signed by the authorized signatory of the Bank)

(Please furnish here the full address of the concerned Branch of the Bank along with the contact telephone numbers of the concerned Bank Official).

In the presence of Witness:

- | | | | |
|----|------------|----|------------|
| 1. | Signature | 2. | Signature |
| | Name | | Name |
| | Occupation | | Occupation |
| | Address | | Address |
| | Place | | Place |