

Bharat Sanchar Nigam Limited
(A Government Enterprises)

**Expression of Interest for provision of Personalized Ring back Tone for
GSM/CDMA and PSTN subscribers of BSNL.**

No. : VAS-3/PRBT-2014

Date: , 2014

BSNL is currently providing the GSM/PSTN/CDMA services across the nation except Delhi & Mumbai and has, as on Sep'2014 a GSM/CDMA subscriber base of approx. 87 Million and 17 Million PSTN subscribers.

BSNL invites proposals from interested eligible companies for provision of BSNL Branded Personalized Ring Back Tone service (PRBT) to Cellular Mobile subscribers and PSTN subscribers of BSNL using IN based implementation.

PRBT is a subscriber feature which provides a subscriber the capability to customize the ring back tone by substituting the traditional ring back tone with an audio content.

The proposed PRBT solution shall have the following functionalities/ Service Provisioning Capabilities:

RBT Services

- Caller ID
- Caller IDs in a Group ID – based tones: Ability for subscribers to register one or more callers for a RBT. The services must support this ability to assign specific ring back tone information for an arranged group of members.
- Time of the day
- Day of the Week.
- Event which may be a festival or any event important to the subscriber.
- Series of mobile numbers.
- Content Categorization
- Content Short Code
- Song as RBT for all Callers
- Song as Personal RBT
- Group (Community) RBT
- Shuffle
- Name Tunes
- User Generated Content
- Search on Voice
- Search on Text

- Corporate Tunes
- Ad RBT
- Reverse RBT
- Gifting RBT etc.

The proposed solution shall support the content selection for PRBT based on:

- Subscribers own recording (with default preview by the subscriber before actual provisioning).
- Selected item in the content database.
- Selected category in the content database with further flexibility of playing the individual items in that category on sequential and/or random basis as selected by the subscriber.
- Most popular item/category in the content database.
- Gifting a PRBT
- Personal album of PRBTs
- Selecting a PRBT that another subscriber has activated, i.e. copy a PRBT.

The proposed solution shall facilitate the provisioning/activation and content selection via multiple interfaces like IVR, SMS, USSD, Web, WAP, Handset Applications, Customer Care GUI, Social network and other third party application servers as per following:

IVR: The IVR interface of the proposed solution shall support the following minimum functionalities:

- Multi Lingual IVR along with the list of Indian languages supported in addition to English.
- Subscribing/Unsubscribing the service.
- Navigation through content catalogue /database/subscriber's own profile.
- Voice Search, Voice recognition and DTMF key input
- Recording by the Subscriber.
- Play preview sound clips for selection.
- Setting the PRBT.

(The solution provider will have to provide IVR infrastructure as part of the solution.)

SMS: The SMS interface of the proposed solution shall support the following minimum functionalities:

- Subscribing/Unsubscribing the service.
- Listing of the content catalogue /database.
- Text search
- Setting the PRBT.
- Managing the group of caller IDs
- Request a PRBT which allows Natural Text Selection of PRBT using the name of the song instead of a numeric ID. For example, Subscriber can send an SMS "PRBT Main Hoon Na" to select the song.

The SMS based access shall be provided using keywords on short code (allotted by BSNL) or through STK Menu/WIB browser.

WEB/WAP: The Web/Wap interface of the proposed solution shall support the following minimum functionalities:

- Subscribing/Unsubscribing the service.
- Management of subscribers' own profile.
- Navigation of the content catalogue /database.
- Play preview sound clips for selection
- Setting the PRBT.
- Managing the group of caller IDs
- Search facility.

This will also include the development/operation/maintenance and hosting of the requisite Web/Wap site by the solution provider at its own cost. The home page of the web/wap site will be hosted at BSNL server.

USSD: The USSD interface of the proposed solution shall support the following minimum functionalities:

- Subscribing/Unsubscribing the service.
- Listing of the content catalogue /database.
- Setting the PRBT.
- Search Facility
- Call centre.
- Mobile application.

Handset Applications, Customer Care GUI, Social network sites and other third party application servers: All the functionalities as available for other channels like IVR /SMS/USSD shall also be made available through these channels.

Any other Channel: as per market trend.

The proposed solution should work as an "innocent node" whereby if the PRBT node is not-available for any reason, normal call processing should continue with regular ring back tone.

The content required for the services shall be arranged by the solution provider itself at its own costs. The content provider shall extend the latest content for the services without any discrimination vis-a-vis its offerings on its own short code , if any, or to some other CMSP to whom it may be providing similar services so as to ensure the availability of the content as per the customer preferences/tastes/market scenario. BSNL may arrange for some content libraries on its own, which the solution provider shall facilitate on mutually agreed terms.

Content Management Module should be an open module supporting multiple content providers. The details of which are provide in the scope of work. Thus, if at a later date, BSNL wants to interface with some new innovative type of content providers directly, then the PRBT system should be able to accommodate for such additional content providers.

Following are the minimum functionalities / flexibilities required in context of the proposed PRBT solution (These profiles are only indicative. Any profiles/ capabilities/features over and above these may be mentioned under separate head within the relevant category)

- The services shall be available to both prepaid and post paid customers of GSM/PSTN/CDMA of BSNL.
- The proposed solution shall have support for existing BSNL equipments and shall be further upgradable to new requirements, as and when new equipments are introduced in BSNL network.
- Bidder need to also integrate via interfaces/standards as and when introduced in BSNL network without any cost to BSNL. In case integration is feasible through multiple standards/interfaces, the choice of interface/standard shall be finalized by BSNL so that to maximize operational efficiency.
- BSNL does not envisage any modification/ change(s) at hardware/ software level in its network elements.

2. Eligibility Criteria:

The Eligibility criteria for qualifying companies to participate in EOI shall be as below:

- a) The company should be registered & incorporated under the Indian Companies Act, 1956.
- b) The company should have experience of providing PRBT or similar service to two or more telecom operators for a minimum period of 2 year in the last 5 years of which at least one deployment needs to be in India. The company should also have managed a PRBT subscriber base of at least 1 million for an operator.
- c) The experience of the Bidder can include the experience of its parent company or holding company of the parent company or its subsidiary company. Multiple bids, if any, received from the same Bidder under this arrangement shall be rejected.
- d) The Bidder shall submit references of experiences, as referred to above, in the form of an original certificate from the relevant network operator signed by the senior official of the relevant network operator (including name, designation, telephone number, fax numbers and e-mail id of the signatory and that of the network operator) along with the seal of the relevant network operator of all such existing networks in operation. References shall be considered valid provided that the networks mentioned thereof exist. BSNL reserves the right to verify such references by visiting directly or through Indian consulate or through any other means for which necessary arrangements are to be made by the Bidder. However, the cost of travel allowance/dearness allowance of BSNL officers/executives shall be borne by BSNL. Only certificates issued by the relevant network operator shall be considered valid and no self certification from either the Bidder or their collaborators shall be accepted.
- e) The company should have a minimum annual turnover (audited) of INR 10 Crore during the last financial year or in current financial year at the time of submission of proposal.

The company will have to submit a Turnover certificate from the company's Auditors/ CA to this effect

- f) The company shall not have an equity stake in and of any basic services/ cellular services/ Internet services/ Unified access services/ NLD/ ILD services operating company (ies) in India..
- g) The company should not be a licensed service provider to provide basic services/ cellular services/ Internet services/ Unified access services/ NLD/ ILD services anywhere in India.
- h) The company should have tie-up with leading content partners to sell PRBT content in India or have their own content. The company should provide tie-up details with at least three content partners for providing PRBT content to telecom operators in India with a cumulative catalog of 2 lakh PRBT songs.
- i) Only one bid will be submitted by one bidder. In case of consortium based bids, the front bidder/ consortium partner(s) cannot be a consortium partner in another bid.
- j) The Bidder Company will have to deposit an Earnest Money Deposit (EMD) of INR 10 Lakhs in the form of DD in the name of A.O. (Cash), BSNL, New Delhi along with the proposal.

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

- a) Copy of the Articles of Association & Memorandum of Association of the company
- b) Latest Annual Report of the company
- c) List of Directors on the Board of the Company with their address (es), contact telephone numbers, etc
- d) Board's resolution in favor of authorized signatory
- e) Attestation of the signatures of the authorized signatory by the Company's bankers
- f) Certificate from the operator concerned showing the experience as required under the eligibility criteria
- g) Turnover certificate from the Company's Auditors/ CA mentioning the turnover as required under the eligibility criteria
- h) NDA duly notarized on non judicial stamp paper of INR 50/- (NDA format enclosed at ANNEXURE-I).
- i) Certificate in support of clause (g) & (h) of the eligibility criteria as prescribed in Annexure II and III.

- j) Contact details i.e. Name, mail id, phone no., mobile no., fax no. of a responsible person for liasoning in this matter.

4. Scope of Work:

The work by the solution provider shall comprise the following activities, which are indicative but not exhaustive. However notwithstanding contained in following Para's bidder shall be capable of providing all the features/services as being provided by BSNL presently and other top three Telecom operators(in terms of total number of subscribers) of the country. In addition bidder shall be capable of launching new features/services as and when launched by BSNL's competitors and as per the market requirements without any additional cost to BSNL.

- a) **Provision of hardware and software:** The solution provider shall be responsible for provisioning & commissioning of the requisite hardware, software and/or application (s) at its own costs. This will also include the provision of integrated & easy-to-use module(s) required for customer care (to help in answering the subscriber queries & to help them in provisioning process), generation of various statistics pertaining to the services (report engine), system monitoring/auditing, etc. The access to such module(s) shall be through a secure/ protected web based interface.
- b) **Hosting infrastructure:**
- i. BSNL will provide hosting space to VAS Provider inside its own premises subject to availability of space. The availability of space will be decided by the concerned Zonal In charge. The decision of BSNL authorities in this regard shall be final.
 - ii. Co-location facility in BSNL premises will be extended to bidder subject to feasibility & payment of requisite infrastructure charges. The space for infrastructure required in such cases shall be provided by BSNL as per the requirement justified by the VAS Provider.
 - iii. The infrastructure charges shall include Space, power, air-conditioning and connectivity (E1s). The term connectivity means 'Local Connectivity' which is required for the provision of the service. If the bidder servers are located in BSNL premises/environment then this connectivity is to be treated as local connectivity. If the bidder equipments are placed at a distant location or outside BSNL environment, then such connectivity shall be provided if applicable system of Successful bidder is installed within 2.5 Kms from interconnecting BSNL TAX/GMSC/STP to enable proper working of E1/PRI. Beyond this it will not be considered as local connectivity.
 - iv. Infrastructure charges will be applicable as per infrastructure charge policy of BSNL amended from time to time.
 - v. As per existing policy of BSNL the infrastructure charges for this agreement are as follows. However, if the infrastructure policy changes, the changed version will be applicable at the time of signing of agreement.

vi. These rates are valid from 1st January 2012.

Power Infrastructure Charges (Per Annum)

- Upto 2 KW Rs. 2.5 Lakh per deployment
- Beyond 2KW Rs. 3.5 Lakh per deployment

There will be annual increase of 10% from 1st January of every calendar year.

c) **Content management:** The company/ content provider shall be responsible for arranging and managing the required content along with the copyrights/ IPRs at its own costs. The Details of the features required by the Content Management system is as follows:

- i. The Platform should support both G711 (Mu-Law & A-Law) & G729 based coding of content.
- ii. Platform should support categorization of the content (e.g. Top 10, New Releases, Top Movies, Top Albums, Local, International, Devotional)
- iii. Platform should support creation of new categories & set specific Content Metadata parameters as category identifiers.
- iv. Platform should allow access to authorized Content Providers to upload on-demand and in near real-time & manage the content using a web GUI.
- v. Platform should support multiple image sizing to cater the needs of digital storefronts outside of standard sizes
- vi. Platform should support upload of content in Bulk
- vii. Platform should support Authoring of the Content.
- viii. Platform should support Content Editing.
- ix. Platform should support Menu creation via configuration on the GUI.
- x. Platform should have capability to remove duplicates at the time of content ingestion.
- xi. Platform should integrate with content providers with automatic feed integration as opposed to manual upload from content providers
- xii. The Platform must also support FTP upload of content to ensure service continuity in the event of there being any issues to the real-time upload of content.
- xiii. The Platform should support the upload of artwork and other associated print material, in the required format, from the CPs.

- xiv. The Platform should support the updating and changes of metadata, as dictated by changes in business models and the communication of these changes to the CPs.
- xv. It should be possible to search for the Content using any of the meta data parameters of the Content (Song Name, Category, Album etc.).
- xvi. It should be possible to search for Content using phonetics with necessary corrections for the spelling applied.
- xvii. The Platform should have flexibility to configure/design the website as per Business requirements in the shortest possible time.
- xviii. The Website should be fully functional on all major Internet Browsers i.e. Google Chrome, Internet Explorer, Safari, Firefox.
- xix. The Platform should be capable of providing online reports for content partners for PRBT
- xx. Dedicated content reporting system from CMS needs to be provided for content business reporting with slices of content providers, content aggregators, operators, and circles.
- xxi. The Platform should be capable of distributing content across circles.
- xxii. The Platform should be able to create digital signature of each content for content mapping across geography/product/operator
- xxiii. Platform should support all content format such as audio, images, animated content, wall paper, clip art, and others
- xxiv. Platform should be able to generate meta data using crawler for meta data efficiency to use for search and other applications
- xxv. Platform should have the ability of mapping the content across various BSNL VAS properties as well with other operators in India

d) **Charging and Billing information:** The necessary logs/Call Detailed Records (CDRs) in support of delivery/ provisioning of content/services to facilitate the charging/billing of the subscribers of the services shall be provided to BSNL, as per format & frequency requested for by BSNL. Following are the prerequisites for the charging and billing system.

- i. The Platform should support Subscription Management functionality
- ii. The Platform should support Daily, Weekly, Monthly Subscription
- iii. The Platform should support subscription for 'X' no. of days, where X is configurable per Subscription service

- iv. The Platform should support offering Trial/Free subscription.
- v. The platform should support Pay Per Use charging model PRBT system
- vi. The Platform should support configuration of Periodic notifications for informing Subscribers of expiring subscriptions.
- vii. The Platform should support step down charging based on predefined price points.
- viii. The Platform should support Event based charging for Selection/Change of CRBT.
- ix. The Platform should support different charges for Tune selection based on the profile of the subscriber
- x. The Platform should support configuration of different Event & Subscription based charging mechanism for Corporate, Busy Tunes.
- xi. The platform should be able to identify the subscriber type (Prepaid/Postpaid) & generate charging requests towards the corresponding IN.
- xii. The system should support standard Web services based interfaces to the IN e.g. SOAP/XML, XML/RPC, XML/HTTP, Parlay X etc.
- xiii. The system should support Diameter based charging interface for Real-Time charging of Pre-paid subscribers.
- xiv. Apart from the above interfaces, the platform should be able to support Diameter & Non-Diameter based charging interfaces extended by all IN platforms of BSNL.
- xv. The PRBT Platform should support Convergent Charging where the charging for both Prepaid & Postpaid subscribers will be sent to the same Charging system.
- xvi. The Platform should be able to integrate with multiple IN instances in a load-sharing/Active-Standby manner.
- xvii. The vendor is required to share details of the charging interfaces supported along with details of different message flows, business logic supported, parameters passed in charging requests etc.
- xviii. Appropriate logs should be created for all the transactions.
- xix. All Logs needs to be maintained as per the prevailing TRAI regulations

- xx. The CDR file should consist of detailed information for each transaction corresponding to the service.
- xxi. CDR should be generated for every Transaction done on the Platform e.g. PRBT Service Activation/Deactivation, PRBT Selection & Change.
- xxii. The CDR files should be created in Flat File (Text), ASCII, Binary & ASN.1 format as per requirements raised by BSNL during Project Phase.
- xxiii. It should be possible to define and change the CDR generation format.
- xxiv. The CDR generation should be configurable by Time, date, no. of records per file etc.
- xxv. The CDR file name should contain the Time & Date along with a unique incremental sequence number.
- xxvi. The files being processed instantly should have some indication in the file name indicating the same.
- xxvii. The system should support sFTP transfer of CDR files to configured external systems via the configurable Push & Pull mechanisms.
- xxviii. It should be possible to store CDRs locally on the platform for a period of 30 days, post which it should be transferred to configured external systems.
- xxix. The vendor should share the Platform CDR specifications, including the fields available in each CDR.
- xxx. Flexible CDRs: It should be possible to configure the fields that should be present in the CDR.
- xxxi. Billing system should be capable of integrating with third party payment gateway partners for credit card billing
- xxxii. Billing system should be able to generate unique key for integrating with any third party consent gateway system to meet the local regulatory requirements

e) Operations, Administration & Maintenance (OAM)

- i. The operation & maintenance of the requisite hardware, software and/or application server(s) on 24X7X365 basis shall be done by a dedicated team of the solution provider at its own costs. It shall include the regular monitoring & updation of the content /services based on market scenario /trends, as per customers' tastes & preferences and/or as desired by BSNL.
- ii. The proposed solution (Hardware, Software components) should provide 99.5% service availability.
- iii. The Failure of any single component in the solution should not lead to any service downtime.
- iv. Capacity Expansion or Hardware expansion should not lead to any service downtime.
- v. The solution should have provisions for configuring and monitoring the system resources – E1s, CPUs, memory utilization, Disks etc and software processes – application level, OS level, third party products etc
- vi. The solution should detail Fault/Alarm Management, Performance Management and security Management functionalities and process that would be put in place to ensure SLA compliance and security of the systems and solution.

f) Migration of services/data from platform of old PRBT platform to bidder's platform: The migration of services needs to be done without major disruption of service to the subscribers of BSNL. There should not be any change in call behavior, content or any other user experience as being provided to PRBT subscribers by old PRBT platform provider. Any additional features/services being offered to existing subscribers may only be launched after due approval from BSNL. The migration needs to be done in one of the following ways post analyzing the risks and approval from BSNL

- i. Exiting PRBT Vendors will share customer profile, the historical data related to customers like Mobile number, date of activation, songs with lyrics etc., circle/ zone wise, with BSNL as well as new successful PRBT Vendors.
- ii. The new VASP/PRBT Vendors will be given all existing PRBT subscribers base data immediately after selection of new bidder by existing PRBT Vendors. However, BSNL can't ensure completeness and accuracy of such data. New bidder has to make its own arrangement to validate the data as provided by existing PRBT Vendors and ensure smooth migration.
- iii. New PRBT vendor, within one week time of receiving of such data will ensure migration of these customer without disruption of the services to the subscribers/customer of BSNL

- iv. To further ensure, that there are no customer complaints, all PRBT customers may be given option to select a song of their own choice free of cost within 48 hours of transferring their data from old platform to new platform. A SMS in this regard would be send to all such PRBT subscribers by new PRBT Vendors with a message that there services has been shifted to new platform, subscribers experiencing problem may change their song free of cost once within 48 hours. The period of 48 hours may be further reduced based on accuracy of migration. The option of song change have to be given to all subscribers irrespective of facts whether there song has been migrated correctly or not. However, above free service of song change may be withdrawn if new VASP certify accurate migration of data and satisfies the BSNL.
 - v. During transition period new and outgoing PRBT Vendors have to co-exist and shall be governed by their respective agreements. The exact period of coexistence shall be decided by BSNL based on success of migration process.
 - vi. Old PRBT Vendors will not add new subscribers after the commissioning of platforms of new PRBT Vendors.
 - vii. In case any complaint of wrong activation is received, the new PRBT vendor has to bear the complete cost of refund including the Taxes.
 - viii. To mitigate such problems in new agreement appropriate measures like inclusion of Migration clause etc. may be taken.
- g) **Continuity of services:** Bidders has to ensure that all data required for migration is handed over to BSNL in format as prescribed by BSNL. The bidder has to extend all out help to maintain continuity of services. Bidder may be required to provide services even after the termination/end of the agreement to maintain the services for the period as decided by BSNL.

This clause shall survive the termination, exclusivity and expiry of the Agreement.

- h) **Third party integration:** the solution provider shall allow the third party to integrate their equipment to its PRBT platform so that services like Ad RBT and any other content oriented services or any other content Provider which BSNL wants to incorporate with its normal PRBT service/ PRBT platform may be provided. In addition to integration with third party content servers, solution must be capable of integrating third party applications for provisioning. The revenue share to bidder for such arrangements shall be given after deduction of the revenue payable to third party who would be finalized in consultation with bidder. However, in this regard BSNL's decision shall be final.
- i) **Miscellaneous:** Any other activity (ies) necessary for the smooth implementation of the Project. Further, the solution provider shall undertake to develop and enhance the services to meet the changing needs of BSNL, the changing technologies and changing

regulatory directives or any relevant standard pertaining to the solution. The solution provider shall have the necessary technical in-house expertise to undertake such activities.

- j) **Provisioning of Services:** The PRBT Platform should support the following requirements from provisioning perspective:
- i. The system should support provisioning of subscribers.
 - ii. It should be possible to create, delete, modify & retrieve a subscriber's stored profile from the multiple provisioning interfaces provided.
 - iii. It should be possible to send a Welcome SMS once the subscriber is provisioned.
 - iv. The Platform should be capable of integrating with CVPS and complying with all existing regulations related to provisioning of VAS services in India.
 - v. The Platform should support real-time provisioning of subscribers from a CRM/provisioning system.
 - vi. The Platform should have an Open/XML based interface for provisioning.
 - vii. The system should allow provisioning requests only from Trusted IPs, which are configured on the system by System Admin.
 - viii. For Bulk provisioning, a CSV file should be uploaded to the system with all relevant parameters. Eg: Corporate tunes
 - ix. It should be possible to do bulk configuration via a web console for use by BSNL.
 - x. Each CSV file can contain commands for Service Activation, PRBT Assignment/Change, Service Deactivation & Modification of Subscriber profile.
 - xi. The platform should offer a sFTP interface for transferring files consisting of Bulk provisioning commands.
 - xii. It should be possible to provision the subscribers via the customer care terminals with all relevant parameters for a service.
 - xiii. It should be possible to define appropriate role based access levels for different Customer Care (CC) executives whereby authorized CC executives are allowed to provision new subscribers in the system.
 - xiv. A web based customer service interface should be provided, which enables customer service to retrieve, create a subscriber, modify any field one or

more fields in the subscriber profile and also delete the subscriber if required.

- xv. Customer service users will be created with profiles allowing them to log on to the service, where all interaction is logged on the system against their username.
 - xvi. The customer service interface allows authorized customer service personnel to change any field in the subscriber's profile.
 - xvii. The PRBT system needs to support integration with Consent gateway and CVPS at BSNL for all user initiated activation of the service through channels like IVR, SMS etc.
 - xviii. Reports or database should indicate when subscriber(s) were initially provisioned on the system, if there is a creation/modification/deletion of the profile, the last modification date should be recorded in the subscriber database.
 - xix. Provisioning logs should be made available, covering among others, creation, modification and deletion of subscribers from the system.
 - xx. Logs needs to be stored and be made available as per the prevailing TRAI guidelines.
- k) **Platform and Engineering Requirements:** The PRBT platform should support the following Platform and Engineering requirements:
- i. The system should support redundancy for example N+1, at least for all the application & frond-end servers.
 - ii. On the real-time Application Servers, multiple instances should be used to avoid the failure of one process that could bring the Application Server down.
 - iii. At Infrastructure Layer, mirrored disks should protect the data from corruption. Vendor should specify the Mirroring technology used.
 - iv. Multiple physical (Ethernet) interfaces should connect the server to a single external LAN switch.
 - v. If a single server is used, it should connect to multiple IP routers.
 - vi. It should be possible to restart only one system/server without affecting the entire system functionality.
 - vii. All platforms should be High Available platforms with at least 99.5% availability.
 - viii. No single element / application failure should result in outage of services.

- ix. The Platform needs to support Load balancing as required across different interfaces/nodes
- x. The system should be highly scalable. It should be possible to add additional servers horizontally without any downtime of service/platform.
- xi. The addition of any Application Server should not result in the loss of significant resources on any other node (in terms of computing power, memory, communication resources).
- xii. Expansion nodes may be placed at the same location or may be kept at different locations.
- xiii. Changes within one layer (e.g. application) should NOT impact other database objects (e.g. CDR's, subscriber provisioning commands).
- xiv. Software upgrades should be supplied as "packages" containing the multiple components required to introduce a given functionality.
- xv. It should always be possible to check the full list of installed packages on the servers.
- xvi. Different software versions should be according to a clear and unambiguous definition of software versioning scheme.
- xvii. Version numbers should be given to software components.
- xviii. A well document procedure to announce the end-of-life (EOL) of a version or the component itself should be followed.
- xix. Operator specific updates will be delivered / installed for free and without intervention from the operator.
- xx. The Platform should support backward compatibility from features & functionalities perspective.
- xxi. New software packages should be able to be installed in advance, without removing current components and versions being used in production.
- xxii. Platform should support periodic backup. Vendor should provide details of the various backup mechanisms available on the platform.
- xxiii. Platform should support restoration using existing backups. The Vendor should provide details of a typical data recovery & associated process.
- xxiv. Remote access to the PRBT Platform should happen through a single entry point or at least through means of a single sign-on (SSO) procedure.
- xxv. It should not be allowed to generate trivial passwords to the system.

- xxvi. There should be a separate module taking care of reporting, which enables generation of reports without impacting the service performance.
- xxvii. Periodic, triggered and on-demand reports should be available to inform the operator about the uptake of communication and value added services, both in terms of usage and subscription.
- xxviii. As a minimum, this should start from the number of subscribers having subscribed via a given communication channel, to a given service.
- xxix. Reporting should allow the early detection of a decrease in usage based on certain parameters.
- xxx. The Reports should be accessible from a user friendly GUI
- xxxi. The Reports should be available as Flat files (Txt), CSV & PDF formats.
- xxxii. The Reporting system should have the flexibility to enable creation of additional reports as required by BSNL.
- xxxiii. The Platform should support scheduled transfer of automated Reports to configured Email IDs based on the report.
- xxxiv. The Platform should support generation of near real-time reports/GUI which enables BSNL to track the service usage. (Example - Reports within 1-2 hrs)
- xxxv. The solution shall be capable to provide all meta data (content ID/ content Name / category / label & other data etc.) on monthly basis which is essential for the smooth running of complete PRBT services, failing which BG of the Solution provide shall be forfeited.

I) Marketing and Advertisement

- i. BSNL will do the marketing, advertising / promotion of PRBT services. However the bidder is also supposed to do necessary efforts for the marketing and advertisement. BSNL will provide the requisite resources in form of E1's for OBD, USSD and SMSC capacity to do the required promotions. These resources shall be used only for PRBT services and not to be used of any other promotion of other services of bidder. However, bidder shall be allowed to use third party services for making promotions on cost and risk of itself. In case of any violation bidder shall be solely responsible for the same. The resources shall be made available as per the policy of BSNL and availability. The quantity of resources to be made available to bidder shall be decided in mutual consultation with bidder; however, BSNL decision in this regard shall be final. The use of resources has to be strictly guided by policies of BSNL as and when amended time to time. In case of any violation of policy bidder shall be liable to pay penalties as per extant policy as and when amended time to time.

- ii. The bidder shall propose details of marketing, advertising/promotions that would improve the uptake of services across various channels.
- iii. Bidder shall be provided with subscriber profile data to make targeted promotions. The type and format of data to be provided to bidder shall be decided in mutual consultation with bidder; however, BSNL decision in this regard shall be final.

m) Network Requirement

The proposed solution shall be on a zonal basis. The bidder should facilitate its platform to be able to connect with other Network equipment for additional services and support to be incorporated in PRBT services AD RBT/SDP/CVPS platform etc.

BSNL does not envisage any modification/ change(s) at hardware/ software level in its network elements. Integration with all network elements has to be done at no cost to BSNL.

The necessary physical connectivity including the SS7 and the IP connectivity to appropriate BSNL network element(s) in each zone will be provided by BSNL at its own cost.

n) Dimensioning;

The proposed solution shall be installed on Zonal basis. The solution should be capable of scaling up to five million subscribers so as to meet the demand of the services by the subscribers of BSNL. The proposed zonal solution shall initially be able to support 5 million (for south and East Zone) /4.0 Million for (North and East Zone) users and the scalable to 10 million users as per the market requirement in future. The Zonal deployment shall cater to requiems of various telecom circles as per following:

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

The system should be dimensioned based on the following parameters:

- i. Terminating BHCA per subscriber 1.0
- ii. Mean Holding Time for the IP/IVR Player 15 Sec
- iii. Mean Holding time for the IVR 120 sec
- iv. Number of calls on IVR per user per month is 3

Requirements:

- i. All assumptions and details regarding dimensioning of the solution should be provided as part of the proposal.
- ii. The solution being proposed should be scalable to the mentioned subscriber base
- iii. The Bill of Materials provided needs to be separate for each zone.
- iv. Vendors should clearly propose which of the components of the solution would be centralized and which would be de-centralized.
- v. Vendors should propose in detail the configuration required at various nodes or interfaces like MSC/HLR/IN/CRM/O&M/ Provisioning interfaces/Consent Gateways etc.
- vi. The system needs to be dimensioned at a loading factor of 70%.
- vii. The Bill of Materials should clearly provide details of all the hardware like Racks, servers, cards, storages, E1's, accessories etc and software like Operating system, Database, antivirus, other third party software and licenses that would be used on the system.
- viii. The rack space, power and other network requirements needs to be clearly documented as part of the BOM.

5. Clarifications of the EOI:

Clarification, if any, may be requested in writing before 15 days of last date of submission of EOI. BSNL will issue clarifications, if required, before 7 days of last date of submission of EOI and will be intimated to prospective bidders by email or publicize on BSNL Website. The queries may be sent on email at parveen_bsnl@yahoo.co.in.

6. Submission of Proposals:

Your proposal shall contain:

- a) Para wise compliance to the scope of work mentioned in this EOI in the following format:

S.No.	Sl. No. of Scope of Work mentioned in this EOI.	Complied / not complied

- a) The Firm shall comply with all the provisions mentioned in this document & sign each page under stamp of firm as a mark of acceptance of all conditions contained herein.
- b) All pages of the Proposal shall be serially numbered, as indicated in an index so that evaluation committee is able to easily locate them.
- c) Additional/ ambiguous conditions are not permissible and will render the proposal liable for rejection.
- d) All the documents as mentioned under Para titled” **List of documents to be submitted as part of the proposal**”. All such documents must be self Attested and duly stamped.
- a) The proposal shall have details of the Content Management system that should provide facility for content partners to manage and upload content.
- b) The Proposal should have details of content partner tieup. The company should provide tie-up details with atleast three content partners for providing PRBT content to telecom operators in India with a cumulative catalog of 1 lakh PRBT songs.
- c) The proposals shall have the details of the Content arrangements required for providing the services, comprising information on the content sources, initial content repository, content updation frequency, etc.
- d) The proposals shall have the details of the various limitations of the solution in respect of services / features / parameters / architecture, like number of caller IDs that can be accommodated in a group, no of PRBTs that can be selected by subscribers etc.
- e) The company shall have strong support network in India to provide support anywhere in India once the service is launched. The details of existing support facilities in India should be provided as it exists on the date of submission of proposal.
- e) Proposed solution architecture along with details of the various components to be provided and the connectivity requirements for connecting to BSNL’s network.
- f) The proposals shall have the details of the functional behavior of the services in case of call coming from PSTN/GSM/CDMA subscribers and the called subscriber

being prepaid or postpaid, in home or in roaming, in various conditions like busy/ out of coverage area/ call forward / no answer / switched off, etc.

- g) The commercial proposal (Financial bid Part-B) will have to be sealed in a separate envelope but put in the main envelope containing the requisite documents & technical proposal. Also all the paper of the bid should be signed by the authorized signatory.
- h) Proposal(s) not received in this manner shall not be considered.
- i) The cover envelope shall bear "EOI for Deployment of PRBT".
- j) All documents must be self Attested and duly stamped.
- k) The proposal from interested eligible firms/ companies will be accepted at the following address up to 1400 hours on :

Parveen Kumar,
DM (VAS-II-I)
IInd Floor
Bharat Sanchar Bhawan,
Janpath, New Delhi – 110001

- l) All envelopes shall bear the name and address of the company to enable the proposal to be returned unopened in case it is declared 'late' or rejected.
- m) The proposal may be sent by post or delivered in person on above-mentioned address. The responsibility for ensuring that the Proposals are delivered in time would vest with the bidding company. BSNL shall not be responsible if the Proposals are delivered late or elsewhere.
- n) Proposals received either by post or courier service or in person after the specified date and time will not be opened or considered. BSNL, at its discretion, may extend the deadline for the submission of the Proposals.
- o) BSNL, at its discretion, may extend the deadline for submission of proposals.

7. Opening of Proposals:

- a) The BSNL shall open TECHNICAL PRPOSALS at 1500 hours on the presence of authorized representatives from participating firms, who chose to attend. The date fixed for opening of Proposals, if subsequently declared as holiday by the BSNL, the proposals will be opened on the next working day, time and venue remaining unaltered.

- b) The financial Proposals of eligible Firms shall be opened later and eligible Firms will be informed in due course about the date & time of the same.

BSNL reserves right to accept or reject any or all proposal (s) prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder (s) on the ground of BSNL's action.

- c) Any effort by a company to influence the proposal comparison/evaluation/ work award decision by way of overt/covert canvassing shall result in non consideration / rejection of its proposal.

8. Evaluation of The Proposals:

- a) The proposals will initially be screened based on the eligibility criteria and submission of all the requisite documents as asked for in this bid. List of the documents submitted in this bid should be mentioned clearly in the index so that evaluation committee is able to easily locate them.
- b) The Companies may also be asked to give presentations in respect of the technical details/proposal.
- c) The financial proposal of eligible bidders shall be evaluated & rated subsequent to the establishment of technical eligibility and compliance.
- d) The bidders shall then be short-listed on the basis of the weightage of lowest financial bid as per the financial quotes submitted by the bidders, the L-1, L-2, L-3 up to L-n will be designated. The BSNL reserves the right to counter offer any price.
- e) The work will be awarded to 2 (two) PRBT providers, each catering to a group of two zones. South & East zones will form one Group and North & West zones will form another group for this purpose. The successful L1 bidder will have option to choose one of the Groups having two zones. The remaining group of zones will be offered to the successful L2 bidder at L1 price. In case, the L2 bidder refuses, these zones will be offered to the successful L3 bidder at L1 price and the process would be continued till the last successful bidder. In case, none of the bidders accepts, the successful L1 bidder will have to accept these two zones also; i.e. the L1 bidder will have to accept all four zones, in such an eventuality. BSNL reserves the right to award the order for all zones to single bidder also.
- f) In case of failure of the L-1 bidder to execute the agreement, EMD of L-1 shall be forfeited. However, the EMD of all other bidders L-2 till L-n will be refunded, even in the case of them not accepting the L-1 rates.

9. Advance Work Order and PBG:

- a) The issue of advance work order shall constitute the intention of BSNL to award the contract on the successful bidder. BSNL reserves the right to forfeit bid security and also black list the firm for suitable period, in case the firm fails to honor the proposal without sufficient grounds.
- b) The successful bidder shall within 14 days of issue of an advance work order give his acceptance and sign an agreement.
- c) Successful bidder will have to give a commitment to generate minimum top line revenue of INR 100 Crore (for South and East Zone) and Rs 64 Crore (for North and West Zone) during first year of operation and during each subsequent year.
- d) The revenue commitment has to be backed up with a Performance Bank Guarantee (in the proforma enclosed at Annexure-IV) of 10% of Revenue Commitment within 15 days of signing of agreement. The Performance Bank Guarantee should be valid for 24 months initially and will be extendable/ replenished on year to year basis.
- e) In case of not generating the committed revenue in agreement period the PBG will be forfeited. Successful bidder has to renew the validity period of Performance Bank Guarantee on year to year basis on or at least 6 month before the expiry of validity of Performance Bank Guarantee during the agreement period. If the PBG is not renewed on due date the amount equivalent to PBG will be adjusted from the invoices against the revenue share of successful bidder.

10. General Conditions:

- a) BSNL reserves the right to accept or reject any proposal or to annul this process and reject all proposals, at any time prior to finalization of the content/service provider(s) without assigning any reason whatsoever and without thereby assigning any liability to the affected participant on the ground of BSNL's action(s).
- b) Any effort by a company to influence the proposal comparison/evaluation/ work award decision by way of overt/covert canvassing shall result in non consideration / rejection of its proposal
- c) BSNL reserves the right to blacklist a participant for a suitable period (as deemed fit by BSNL) in case it fails to honor its proposal in totality.
- d) The content to be provided as part of the agreed services shall conform to the applicable Indian laws. bidder shall ensure that the content to be provided under this Agreement is not obscene or offending to the religion, community or sect or violating any copy rights/Intellectual Property Rights (IPR) of any third party.
- e) Bidder shall indemnify BSNL in respect of any consequences of whatsoever nature arising on account of copy right/Intellectual Property Rights (IPR) violation in respect of content/technology or Nature/Type of content being in violation of the Laws of India.

- f) Bidder shall be totally bound and obliged to comply with all applicable norms and directions issued from time to time by the Regulator (TRAI) or the Licensor (DOT) or Govt. of India and any new condition/ direction/ amendment/ stipulation which may be brought in force by the Regulator/ Licensor/ Govt. of India subsequent to the execution of this Agreement, all such condition/ direction/ amendment/ stipulation should be deemed to be automatically included in this Agreement.
- g) Bidder shall ensure compliance to various provisions given in the Telecom Commercial Communication Customer Preference Regulation (TCCCPR), 2010 and its subsequent amendments issued by Telecom Regulatory Authority of India (TRAI).
- h) BSNL shall have the right to direct Bidder, to warn, to penalize or terminate the agreement after considering any report of conduct or antecedents detrimental to the security of the nation. The decision of BSNL in this regard shall be final and binding and in any case Bidder shall bear all liabilities in the matter and keep BSNL indemnified for all claims, charges or damages in this respect.

11. Delivery of Service:

- a) Successful bidder shall establish PRBT and start rendering service to BSNL within 6 months from the date of award of work. This shall include time for supply of hardware, software, installation, integration, commissioning and functional Testing by BSNL. The system will be considered commissioned after the functional testing, when new platform is integrated with all the switches and other network elements which are already integrated with old platform , existing PRBT subscriber's profile is migrated or created successfully to new platform and all the services as per EOI are made live.
- b) Successful bidder will propose the test schedule within 2 weeks of issue of award of work for testing of functional requirement of the PRBT. This test schedule shall be examined by BSNL and finalized within 2 weeks of receipt of the same to make it as a reference document for testing.
- c) The successful bidder shall arrange to provide necessary tools & support to carry out these tests. The system should be offered for functional test not later than 4 weeks prior to the date of PRBT commissioning as detailed at 12.a).

12. Audit & Logs

BSNL reserve right to get raw data /transaction logs of all actionable events near online in its server/system for the purpose of process auditing

Audit trail of all actionable events: all action that require creating, deleting, updating and retrieving shall be trailed and captured by the system. All the logs must be retained for a period of at least one and even longer in case specifically notified by nodal centers.

The internal loggings of the various modules and libraries have different levels Like : Standard, Debug , Events ,Traffic , Input / Output ,Errors etc.

All of these logs are stored in the local storage of the server. These logs can be enabled or disabled online.

Reports shall be preserved in the system online for at least one year period. Complete data older than one year shall be maintained in the back up media in easy renewable form.

13. Training to BSNL Staff:

- a) The successful bidder shall provide training to BSNL personnel associated with the scope of work along with a comprehensive write-up for using the application and common trouble-shooting. These personnel will include but may not be limited to the System Administrator, Super-Users, Sub-Users /Clients etc. Total 50 man days per zone in a year in one or many spells.
- b) It shall be responsibility of the selected bidders to impart the training at least once in 3 months to BSNL staff/ Call center agent(s). The operational training will be for 20 man days per quarter per zone.

14. Penalty :

- a) The successful bidder will have to give an undertaking that it would be providing all the services in PRBT services as per scope of this EOI, and in case of non-availability of any content/service or complaints received about quality of any content/service, BSNL may make alternate arrangement at the risk & cost of successful bidder along with 10% mark up to compensate for administrative cost from the successful bidder. However, if the successful bidder fails to provide the service for more than 30 days, under such circumstances one month notice may be given for termination of agreement and agreement may be signed with L2 vendor on approved L1 vendor terms & conditions including percentage of revenue share. However, additional payout by BSNL in terms of difference in quoted revenue share rate during the balance contract period will be recovered by BSNL from the successful bidder.
- b) If the delay in commercial provisioning exceeds 6 months without the prior consent of BSNL or for reasons not attributable to BSNL, BSNL reserve the right to terminate the agreement and/or recover liquidated damage charges @ Rs. 50, 000 per week for first 10 weeks and Rs.75,000 per week for next 10 weeks. No further extension will be given after 20 weeks. The quantum of liquidated damages assessed and levied by BSNL shall be final and not challengeable by the successful bidder.

15. *Limitation of Liability:*

The party agrees that neither party shall be liable to other party for any indirect, special, incidental, punitive or consequential damage (including lost profit) arising out of either parties breach of this agreement.

16. *Quality of Service:*

- a) The Company shall ensure the Quality of Service (QoS) if prescribed by TRAI (Regulator) from time-to-time. The Company shall operate and maintain its Network conforming to Quality of Service standards to be mutually agreed subject to such other directions as the competent authority may give from time to time without any cost to BSNL. The Company shall adhere to such QoS standards and provide timely information as required therein.
- b) In the process of operating the Services, the company shall be responsible for Installation, Operation & proper maintenance of the equipment and maintaining the performance and quality of service standards.
- c) The company shall be responsive to the complaints lodged by BSNL. He shall rectify the anomalies within the MTTR specified above 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.

17. *Suspension, Revocation or Termination of agreement:*

- a) BSNL reserves the right to suspend the operation of this agreement, at any time, due to change in license conditions or upon directions from the Licensor or Regulator. In such a situation, BSNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action.
- b) BSNL may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of ONE month issued to the successful bidder at its registered office, terminate this agreement under any of the following circumstances:
 - i. Successful bidder failing to perform any obligation(s) under the agreement;
 - ii. Successful bidder failing to rectify, within the time prescribed, any defect as may be pointed out by BSNL.
 - iii. Successful bidder going into liquidation or ordered to be wound up by competent authority.
- c) If successful bidder is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to BSNL in writing. In that case, the written notice period can be modified by BSNL as deemed fit under the circumstances. BSNL may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as it feels fit under the circumstances.
- d) It shall be the responsibility of Successful bidder to maintain the agreed Quality of Service, even during the period when the notice for surrender/ termination of

agreement is pending. If the agreed Quality of Service is not maintained during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of Successful bidder and any cost of content/services payment pending with BSNL shall be forfeited.

- e) Breach of non-fulfillment of Agreement conditions may come to the notice of BSNL through complaints or as a result of the regular monitoring. Wherever considered appropriate BSNL may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by Successful bidder or not? Successful bidder shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry.

18. *Dispute Settlement:*

- a) All the disputes, differences, controversies / differences of opinions, breaches and violation arising from or related to the agreement arises out of this Agreement between parties then same shall be resolved by mutual discussions / reconciliation in good faith.
- b) If the dispute, difference, controversies / differences of opinions, breaches and violation arising from or related to the agreement cannot be resolved within 60 (sixty) days of commencement of reconciliation/discussions, then the same will be referred to two arbitrators, one to be appointed by each party, with an umpire to be appointed by the two said arbitrators and the arbitration will be governed by the Arbitration and Conciliation Act, 1996 of India or any statutory modification or reenactment thereof or any rules made thereof. The arbitration proceedings shall be in English language. The venue of arbitration shall be New Delhi, India.”
- c) The venue of the arbitration proceeding shall be the office of the CMD, BSNL, New Delhi or such other places as the arbitrator may decide.
- d) During the arbitration period, the successful bidder shall be required to continue providing services for a suitable period of time and shall extend all support for smooth transitioning of services to the company providing alternate arrangements.

19. *Force- Majeure:*

If at any time, during the continuance of this agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of Successful bidder), fire, floods, natural calamities or any act of God (hereinafter referred to as event), provided notice of happenings of any such event is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the agreement, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided Service under the agreement shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. The decision as to

whether the service may be resumed and the time frame within which the service may be resumed shall be decided mutually.

20. Security and Lawful Interception for Value Added Service:

- a) In accordance with clause 6.1A of DOT guidelines vide letter No 842-725/2005-VAS-66 dated 31st July, 2008 and any directions of DOT there under, BSNL shall have the right to direct, to warn, to penalize VAS Provider or terminate the Agreement after considering any report of conduct or antecedents detrimental to the security of the nation. The decision of BSNL in this regard in accordance with such DOT directions shall be final and binding and in any case VAS Provider shall bear all liabilities in the matter and keep BSNL indemnified for all claims, cost, charges or damages in this respect.
- b) In accordance of DOT guidelines vide letter No 800-62/2008-ASP II/2 dated 14th May, 2008 VAS Provider shall provision for lawful interception for VAS which are being

21. Set Off:

Any sum of money due and payable to Successful bidder under this 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 this Agreement or under any other Agreement made by Successful bidder with BSNL.

b) Indemnification:

Successful bidder 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:

- i. Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party;
- ii. Any breach of the terms and conditions in the agreement by Successful bidder;
- iii. Any claim of any infringement of any intellectual property right or any other right of any third party or person or of law by Successful bidder;
- iv. 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 Successful bidder.
- v. Any liability arising out of non compliance of Laws, Directives, guidelines etc. of the Land where Successful bidder is located.

This clause shall survive the termination or expiry of this Agreement.

22. Duration of Agreement:

Successfully solution provider will be eligible for awarding contract for maximum of two zones for these services. However BSNL reserves the right to provide the services in any zone using infrastructure of any of three zones, if, required.

The Exclusive agreement will be signed with the finally short-listed company (ies) as per the format at Annexure-VI. The bidder so identified will have the initial term of three years, which could later be extended unless revoked earlier. BSNL may extend, if deemed expedient, the period of agreement based upon the performance of bidder and market conditions etc. The decision of BSNL shall be final in regard to the grant of extension or renewal.

The format of the agreement as available at Annexure-VI is indicative only and subject to change as per the EOI conditions and/or other requirements of BSNL. The final agreement shall be provided to bidder by BSNL.

23. Certificate about relative in BSNL:

- a) The Firm should give a certificate (as per Annexure-III) that none of his/her near relative is working in the BSNL where he is going to apply for the Proposal. In case of proprietorship firm, certificate will be given by the proprietor, for partnership firm, certificate will be given by all the partners and in case of limited company, it will be given by all the full time Directors of the company. Due to any breach of these conditions by the company or the firm or any other person, the Proposal will be cancelled and security will be forfeited at any stage whenever it is noticed. BSNL will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for participation in the BSNL business.
- b) A personal shall be deemed to be a relative of another if, and only, if,
 - i. They are members of a Hindu Undivided Family; or
 - ii. They are husband and wife; or
 - iii. The one is related to the other in the manner indicated below :-
 - a. Father
 - b. Mother (including step-mother)
 - c. Son (including step-son)
 - d. Son"s wife
 - e. Daughter (including step-daughter)
 - f. Father"s father
 - g. Father"s mother

- h. Mother's mother
- i. Mother's father
- j. Son's son
- k. Son's son's wife
- l. Son's daughter
- m. Son's daughter's husband
- n. Daughter's husband
- o. Daughter's son
- p. Daughter's son's wife
- q. Daughter's daughter
- r. Daughter's daughter's husband
- s. Brother (including step-brother)
- t. Brother's wife
- u. Sister (including step-sister)
- v. Sister's husband

24. Payment and consideration:

- i. The services for the GSM, CDMA & PSTN subscribers shall be billed separately as part of GSM, CDMA & PSTN Telephony services, respectively, provided by BSNL. The bills will be raised and collected by BSNL from its subscribers. Bidder shall not charge any money from the subscribers of BSNL. The monthly payment to bidder shall be made as per following and Terms and Conditions as mentioned in agreement.

South and East Zone:

Top line Revenue per Annum (in INR)	Revenue Share to Bidder (in %)
<=100 Crore	As awarded in bid
Note: For every 5% increase in top line revenue of Rs 100 Crore i.e. 5 Crore, additional bonus of 5% revenue share over and above the % revenue share as awarded in bid shall be given on the additional top line revenue only, subject to maximum capping of 25% of additional bonus revenue share.	

East and North Zone:

Top line Revenue per Annum (in INR)	Revenue Share to Bidder (in %)
<=65 Crore	As awarded in bid
Note: For every 5% increase in top line revenue of Rs 65 Crore i.e. 3.25 Crore, additional bonus of 5% revenue share over and above the % revenue share as awarded in bid shall be given on the additional top line revenue only, subject to maximum capping of 25% of additional bonus revenue share.	

- ii. The services shall be provided under BSNL's branding. Tariff for end-user pricing of the services will be decided in consultation with **bidder** and BSNL shall have the overriding powers to decide in case of disputes or issues pertaining to the pricing of the services covered under this Agreement. The decision of BSNL shall be final and binding on **bidder** in price related issues.
- iii. Payment of cost of content/ service shall be made on monthly basis to solution provider on receipt of the invoice. For GSM, & CDMA, solution provider shall submit the LSA wise bill to the designated Zonal In-charge. The Zonal In-charge shall verify the bill within seven days from the data available in BSNL's GSM & CDMA Network. This verified bill shall be forwarded to the designated Finance Officer of BSNL who will ensure release of the payment within 15 days of the receipt of the verified bill. Similarly for PSTN, monthly bills shall be submitted to single nodal authority designated by CGM of respective circle in this regard. Later on, BSNL may decide to pay monthly bills through PSTN zonal Billing Centers after completion of migration work in progress.
- iv. BSNL envisage the money being collected from BSNL subscribers will be main revenue stream, however if there are other sources of revenue like from advertiser/publisher for AdPRBT the revenue share of BSNL/bidder shall be finalized after mutual consultation. BSNL's decision in this regard is final.
- v. The payment of cost of content/ service shall be made to solution provider after deduction of TDS amount as per provisions of the Income Tax Act, 1961.

Financial Bid (Part- B)

25. **Financial proposal :**

The bidder should provide the financial proposal strictly in the standard format / performa, as supplied at Annexure V of the EOI.

Further, following points with regard to the financial bid may be considered:

- i. No set up / testing charges will be paid by BSNL to the service provider.
- ii. BSNL intends to increase revenue from PRBT services. However, the existing revenue from PRBT is to be protected while ensuring smooth migration of services. Bidder should ensure that existing revenue from services is protected. TOP Line revenue from PRBT services all 4 zones is approx. Rs.160 Cr. Revenue from East and South zones is 100 Cr. Revenue from West and North zones is 65 Cr. Accordingly, the bidder should give commitment that BSNL existing revenue as per above will be protected. The said revenue commitment is to be backed by BG of 8 Crore. BG shall be valid for 18 months. In case bidder is not able to generate Rs 100/65 Crore (as per the awarded zones) in first 12 months of completion of migration and commencement of services, BG shall be forfeited.
- iii. EUP of services is to be decided by BSNL and successful bidder mutually however BSNL decision shall be final in this regard.

The proposed revenue share should be quoted in the following format

The proposed revenue share should be quoted in the following format. Selection of L1 Bidder meeting the eligibility criteria shall be based on above parameter.

Revenue Share to be given to BSNL
% of EUP (Subscription +Song selection + any other charge levied)

26. EVALUATION OF THE PROPOSALS

The evaluation of the proposals will be in two stages:

- I. Initially screening on the basis of the eligibility and technical criteria
- II. Evaluation of the proposals from the eligible companies on the basis of the financial parameter (revenue sharing) .

If a company provides/submits incomplete/ misleading/ ambiguous information on any of the factor(s), it shall be awarded lowest possible score against that factor for the evaluation purpose.

GENERAL CONDITIONS

BSNL reserves the right to accept or reject any proposal or to annul the EOI process and reject all proposals, at any time prior to finalization of the solution provider(s) without assigning any reason whatsoever and without thereby assigning any liability to the affected EOI participant on the ground of BSNL's action(s).

BSNL reserves the right to blacklist a participant for a suitable period (as deemed fit by BSNL) in case it fails to honor its proposal in totality.

- BSNL reserves the right to discontinue the commercial provisioning of the services any time in future, depending upon its network conditions or market scenario or directives from the regulator/ licensor or due to change in its own license conditions or upon directions from the competent government authorities.
- Any effort by a company to influence the proposal comparison/evaluation/ work award decision by way of overt/covert canvassing shall result in non consideration / rejection of its proposal.

27. SUBMISSION OF PROPOSALS

The proposals from the interested eligible companies shall be accepted at the following address up to **1600 hrs of, 2015.**

O/o GM (VAS)

BHARAT SANCHAR NIGAM LIMITED

(CORPORATE OFFICE/ VAS UNIT)

BSNL Bhawan

Janpath, New Delhi 110001

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, 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 mode to any one.

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 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 PGM (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.

UNDERTAKING

We, M/s _____, a company registered under Companies Act 1956, having registered office at _____ do hereby undertake and declare that we do not have substantial equity stake (10% or more) in & of any

Basic Services

Cellular Services

Internet Services

Unified Access Services

National Long Distance Services

operating company(ies) in India.

Signed on behalf of M/s _____ by Shri _____ (Name & Designation) authorized signatory (with company stamp).

ANNEXURE -III

UNDERTAKING

We, M/s _____, a company registered under Companies Act 1956, having registered office at _____ do hereby undertake and declare that we are not a licensed service provider to provide Basic services/Cellular services/Internet services/Unified Access services/ NLD services anywhere in India.

Signed on behalf of M/s _____ by Shri _____ (Name & Designation) authorized signatory (with company stamp).

PROFORMA FOR BANK GUARANTEE

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 '-----') regarding provision of the SMS/GPRS based Value Added Services (hereinafter called 'the Service') to the subscribers of BSNL as per the terms and conditions contained in the said agreement, which inter-alia requires the submission of the Bank Guarantee of Rupees ----- as a security towards the due observance and performance of the terms & conditions 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 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 ----- against any breach of any of the terms & conditions contained in the said agreement including failure to rollout the services as mutually agreed or to extend the validity of this guarantee or to give a fresh guarantee in lieu of the existing one.

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 ----- 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 the said 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.

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 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 eighteen months from the date hereof or any extension thereof and that it shall continue to be enforceable till BSNL is satisfied that the terms and conditions of the said agreement have been fully and properly carried out by the said M/s ----- and accordingly discharged this guarantee.

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 but for this provision, have effect of so relieving us.

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.

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 Rupees 20 Lakhs only and our Guarantee shall remain in force until 24 (Twenty four) 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 _____, 2013 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 Witnesses:

1. Signature

Name

Occupation

Address

Place

2. Signature

Name

Occupation

Address

Place

Financial Bid (Part- B)

PRICE SCHEDULE

Sir,

I have gone through the EOI document and have understood them. I accept the condition that I have to give commitment to generate of Revenue of Rs 100 Crore, if I am awarded South and East Zone and Rs 65 Crore if North and West Zone is awarded to me. I undertake to submit the required BG of 10% of above commitment at the time of signing the agreement.

I hereby quote% (in words.....percent) of share of revenue from EUP (Subscription +Song selection + any other charge levied) payable by BSNL to me. The said Revenue Share shall be payable to me after deducting all statutory levies, duties, taxes, License Fee and Spectrum Fee but excluding Service Tax, as may be applicable during period of contract defined under the EOI document.

Note:

1. The rate should be limited to 2 decimal points only.
2. In case of variation between rate mentioned in figures & words, the amount in words shall prevail.
3. The above rates cover the complete scope of work mentioned in the document.

(Signature of Authorised Signatory)

Name.....

Official Seal

**RENEWAL OF AGREEMENT WITH
M/S -----
FOR PROVISION OF “BSNL TUNES” RING BACK TONE**

TO

**GSM, CDMA & PSTN SUBSCRIBERS
OF BSNL ZONE**

No. 200-

TOTAL PAGES:: 38 PAGES

**RENEWAL OF AGREEMENT FOR PROVISION OF BSNL TUNES AS RING BACK TONE TO
GSM, CDMA, PSTN SUBSCRIBERS OF BSNL**

This Agreement is signed on the _____ day of _____, 2015 by and between **BHARAT SANCHAR NIGAM LIMITED**, a company registered under the Companies Act 1956 having its Registered office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi - 110001 acting through Shri DGM(VAS) (hereinafter called **BSNL** which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) of the FIRST PARTY

AND

M/S ----- a company registered under the Companies Act 1956, having its registered office at, acting through Shri, the

authorized signatory (hereinafter called ----- which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) of the Second PARTY.

In pursuance PRBT EOI, BSNL has agreed to renew the agreement with ----- to provide BSNL Tunes (PRBT) to the GSM, CDMA & PSTN subscribers of BSNL inZones under BSNL's **branding** on exclusive & cost of content/services basis as per services agreed in **Annexures** of the agreement This agreement shall be renewed retrospectively from the expiry of the agreement i.e2015 for period of twoYears.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the due observance & performance of all the terms and conditions mentioned in this Agreement the Part I (Commercial conditions), Part II (Financial conditions) & Part III (Technical conditions) and **Annexure I-A, II-A, III-A, IV-A**, attached hereto & forming part of this Agreement, BSNL and ----- agree to sign agreement on exclusive & cost of content/services basis to provide **BSNL Tunes RBT** to the GSM, CDMA & PSTN subscribers of BSNL in the Licensed Service Areas (LSA) covered under Zones as per conditions contained in various Parts & **Annexures** attached hereto.
2. It shall be valid for a period of **Two** year from 2015 unless revoked earlier. BSNL may extend, if deemed expedient, the period of agreement based upon the performance of ----- and market conditions etc. The decision of BSNL shall be final in regard to the grant of extension or renewal.
3. ----- and BSNL hereby agree and unequivocally undertake to fully comply with all terms and conditions stipulated in agreement along with Part I to III & **Annexure I-A to IV-A** attached hereto and without any deviation or reservations of any kind, unless mutually agreed between the parties at any given time.
4. BSNL reserves the right to provide the agreed services on its own or to enter into agreement with other service providers/parties for providing similar services in its Licensed GSM, CDMA & PSTN service area from time to time, in future.
5. The services shall be provided under BSNL's branding. Tariff for end-user pricing of the services will be decided in consultation with ----- and BSNL shall have the overriding powers to decide in case of disputes or issues pertaining to the pricing of the services covered under this Agreement. The decision of BSNL shall be final and binding on ----- in price related issues.
6. The laws of land as promulgated/ modified/ amended/ replaced from time to time shall govern this Agreement. ----- shall ensure the compliance of all laws/ rules/ regulations/ guidelines/ directives/ instructions, etc. as may be applicable to this Agreement.
7. The content to be provided as part of the agreed services shall conform to the applicable Indian laws. ----- shall ensure that the content to be provided under this Agreement is not obscene or offending to the religion, community or sect or violating any copy rights/Intellectual Property Rights (IPR) of any third party.

8. ----- shall indemnify BSNL in respect of any consequences of whatsoever nature arising on account of copy right/Intellectual Property Rights (IPR) violation in respect of content/technology or Nature/Type of content being in violation of the Laws of India.
9. This Agreement shall not be amended or modified or altered or changed in any way except in writing and duly executed by the authorized representative of each party. Modifications, if any, must be in writing signed by both parties, except as otherwise provided herein.
10. The Agreement is a confidential document. ----- and BSNL shall not divulge any part of this Agreement either through oral or written communication or through any other mode to any third party, unless explicitly permitted by the other party or required by law.
11. ----- shall be totally bound and obliged to comply with all applicable norms and directions issued from time to time by the Regulator (TRAI) or the Licensor (DOT) or Govt. of India and any new condition/ direction/ amendment/ stipulation which may be brought in force by the Regulator/ Licensor/ Govt. of India subsequent to the execution of this Agreement, all such condition/ direction/ amendment/ stipulation should be deemed to be automatically included in this Agreement.
12. ----- shall ensure compliance to various provisions given in the Telecom Commercial Communication Customer Preference Regulation (TCCCPR), 2010 and its subsequent amendments issued by Telecom Regulatory Authority of India (TRAI).
13. BSNL shall have the right to direct -----, to warn, to penalize or terminate the agreement after considering any report of conduct or antecedents detrimental to the security of the nation. The decision of BSNL in this regard shall be final and binding and in any case ----- shall bear all liabilities in the matter and keep BSNL indemnified for all claims, charges or damages in this respect.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorized representatives on the ____ day of _____, 2015.

Signed for and on behalf of **BSNL** by **Shri** _____ **DGM (VAS)**

Signed on behalf of **M/S ----- Private Limited** by **Shri** _____, the Authorized Signatory in accordance with the Board Resolution, dated

In presence of the witnesses:

1. Signature
 Name
 Occupation
 Address
 Place

2. Signature
 Name
 Occupation
 Address
 Place

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TERMS & CONDITIONS
PART-I
COMMERCIAL CONDITIONS

1. Scope of the Work

1.1. The provisioning of RBT services to BSNL's GSM, CDMA & PSTN Subscribers, continuation of existing BSNL Tunes PRBT to GSM, CDMA & PSTN subscribers, regular & timely update of content and ready availability of requisite content from its legal source along with its due copyright/ IPR, launch of new features in BSNL TUNES at least at par with that of private operators shall be the essence of this Agreement and shall form the central factor of this Agreement.

1.2. The work by ----- shall comprise the following activities, which are indicative but not exhaustive:

(a) **Provision of hardware and software:** ----- shall be responsible for provisioning & commissioning of the requisite hardware, software and/or application(s) at its own costs. This will also include the provision of integrated & easy-to-use module(s) required for customer care (to help in answering the subscriber queries & to help them in provisioning process), generation of various statistics pertaining to the services (report engine), system monitoring/auditing, etc. The access to such module(s) shall be through a secure/ protected web based interface.

(b) **Hosting infrastructure:** ----- shall be responsible for provisioning of the requisite hosting infrastructure for the requisite content/modules/ applications at its own expenses. However, BSNL shall facilitate co-location of the same in its premises at prevailing rates defined vide BSNL's VAS Infrastructure Charge Policy (**Annexure- IV-A**) with amendments, if any.

The BSNL TUNES RRBT feature & expansion of the services for GSM, PSTN, CDMA subscribers to be co-located with the existing PRBT infrastructure inzone and if the deployment of RRBT platform is not possible to co-locate with GSM-PRBT platform due to BSNL's l-----tations then no separate/ addition infrastructure charges shall be levied on ----- for RRBT feature..

(c) **Content management:** ----- shall be responsible for arranging and managing the required content along with the copyrights/ IPRs at its own costs. The content required for the services shall be arranged by ----- itself on its own at its own cost. ----- shall extend the latest content for the services without any discr-----nation vis-à-vis its offerings on its own short code, if any, or to some other CMSP/UASL/PSTN service provider to whom it may be providing s-----lar services so as to ensure the availability of the content as per the customer preferences/ tastes/ market scenario. BSNL may arrange for some content libraries on its own, which ----- shall facilitate on mutually agreed terms.

Content Management Module required as part of the BSNL TUNES RBT solution should be an open module supporting multiple content providers. Thus, if at a later date, BSNL wants to interface with some new innovative type of content

providers directly, then the BSNL TUNES system should be able to accommodate for such additional content providers.

- (d) **Billing information:** The necessary logs/Call Detailed Records (CDRs) in support of delivery/ provisioning of content/services to facilitate the charging/billing of the subscribers of the services shall be provided to BSNL, as per format & frequency requested for by BSNL.
- (e) **Operation and Maintenance:** The operation & maintenance of the requisite hardware, software and/or application server(s) on 24x7x365 basis shall be done by a dedicated team of ----- at its own cost. It shall include the regular monitoring & updation of the content /services based on market scenario /trends, as per customers' tastes & preferences and/or as desired by BSNL.
- (f) **Miscellaneous:** Any other activity (ies) necessary for the smooth implementation of the Project. Further, ----- shall develop and enhance the services to meet the changing needs of BSNL, the changing technologies and changing regulatory directives or any relevant standard pertaining to the solution.

1.3 ----- shall provide BSNL Tunes – RBT services to GSM, CDMA & PSTN subscribers of BSNL in -----Zone circle. BSNL's PSTN network is distributed architecture network with various exchanges in different locations. BSNL's GSM & CDMA Operations are divided into four Zones viz. East, North, -----and North, comprising of the Licensed Service Areas (LSAs) as defined below:

S. No.	Zone	Licensed Service Areas covered under the Zone
1.	East	Orissa, -----Bengal including AN, Calcutta Telecom District, Bihar including Jharkhand, -----East (NE-I & NE-II), Assam
2.	-----	Gujarat, Maharashtra, Madhya Pradesh including Chhatisgarh
3.	North	Punjab, Haryana, Himachal Pradesh, UP (East), UP (North) including Uttarakhand, Rajasthan, Jammu & Kashmir
4.	South	Kerala, Tamil Nadu including Chennai TD, Karnataka, Andhra Pradesh

1.4 **Migration of services/data from platform of old PRBT platform to bidder's platform:** The migration of services needs to be done without major disruption of service to the subscribers of BSNL. There should not be any change in call behavior, content or any other user experience as being provided to PRBT subscribers by old PRBT platform provider. Any additional features/services being offered to existing subscribers may only be launched after due approval from BSNL. The migration needs to be done in one of the following ways post analyzing the risks and approval from BSNL

- i. Exiting PRBT Vendors will share customer profile, the historical data related to customers like Mobile number, date of activation, songs with lyrics etc., circle/ zone wise, with BSNL as well as new successful PRBT Vendors.

- ii. The new VASP/PRBT Vendors will be given all existing PRBT subscribers base data immediately after selection of new bidder by existing PRBT Vendors. However, BSNL can't ensure completeness and accuracy of such data. New bidder has to make its own arrangement to validate the data as provided by existing PRBT Vendors and ensure smooth migration.
- iii. New PRBT vendor, within one week time of receiving of such data will ensure migration of these customer without disruption of the services to the subscribers/customer of BSNL
- iv. To further ensure, that there are no customer complaints, all PRBT customers may be given option to select a song of their own choice free of cost within 48 hours of transferring their data from old platform to new platform. A SMS in this regard would be send to all such PRBT subscribers by new PRBT Vendors with a message that there services has been shifted to new platform, subscribers experiencing problem may change their song free of cost once within 48 hours. The period of 48 hours may be further reduced based on accuracy of migration. The option of song change have to be given to all subscribers irrespective of facts whether there song has been migrated correctly or not. However, above free service of song change may be withdrawn if new VASP certify accurate migration of data and satisfies the BSNL.
- v. During transition period new and outgoing PRBT Vendors have to co-exist and shall be governed by their respective agreements. The exact period of coexistence shall be decided by BSNL based on success of migration process.
- vi. Old PRBT Vendors will not add new subscribers after the commissioning of platforms of new PRBT Vendors.
- vii. In case any complaint of wrong activation is received, the new PRBT vendor has to bear the complete cost of refund including the Taxes.
- viii. To mitigate such problems in new agreement appropriate measures like inclusion of Migration clause etc. may be taken.

1.5 Continuity of services: Vendor has to ensure that all data required for migration is handed over to BSNL in format as prescribed by BSNL. The bidder has to extend all out help to maintain continuity of services. Bidder may be required to provide services even after the termination/end of the agreement to maintain the services for the period as decided by BSNL.

This clause shall survive the termination, exclusivity or expiry of this Agreement.

1.6 Third party integration: the solution provider shall allow the third party to integrate their equipment to its PRBT platform so that services like Ad RBT and any other content oriented services or any other content Provider which BSNL wants to incorporate with

its normal PRBT service/ PRBT platform may be provided. In addition to integration with third party content servers, solution must be capable of integrating third party applications for provisioning. The revenue share to bidder for such arrangements shall be given after deduction of the revenue payable to third party who would be finalized in consultation with bidder. However, in this regard BSNL's decision shall be final.

1.7 Audit & Logs

- 1.7.1 BSNL reserve right to get raw data /transaction logs of all actionable events near online in its server/system for the purpose of process auditing
- 1.7.2 Audit trail of all actionable events: all action that require creating, deleting, updating and retrieving shall be trailed and captured by the system. All the logs must be retained for a period of at least one and even longer in case specifically notified by nodal centers.
- 1.7.3 The internal loggings of the various modules and libraries have different levels Like : Standard, Debug , Events ,Traffic , Input / Output ,Errors etc.
- 1.7.4 All of these logs are stored in the local storage of the server. These logs can be enabled or disabled online.
- 1.7.5 Reports shall be preserved in the system online for at least one year period. Complete data older than one year shall be maintained in the back up media in easy renewable form.

1.8 Training to BSNL Staff:

- 1.8.1 The successful bidder shall provide training to BSNL personnel associated with the scope of work along with a comprehensive write-up for using the application and common trouble-shooting. These personnel will include but may not be limited to the System Administrator, Super-Users, Sub-Users /Clients etc. Total 50 man days per zone in a year in one or many spells.
- 1.8.2 It shall be responsibility of the selected bidders to impart the training at least once in 3 months to BSNL staff/ Call center agent(s). The operational training will be for 20 man days per quarter per zone.

2. Provision of Service

- 2.1 ----- shall be responsible for installation, testing, commissioning, operation and maintenance of all the equipment (hardware, software, help desks, etc.) and content at its own cost for providing the Service under this Agreement.
- 2.2 ----- shall also be responsible for obtaining the copyrights and complying with the Intellectual Property Rights (IPR) of the content, wherever applicable. ----- indemnifies BSNL in respect of any consequences of whatsoever nature arising on account of copyright violation of content or content being in violation of laws of land.
- 2.3 It is specifically agreed by ----- that it shall, at no point of time, use the connectivity under this Agreement for spamming/ push messaging, unless agreed between the parties in writing save and except that BSNL undertakes to allow ----- to use push messaging.
- 2.4 ----- shall be responsible for monitoring the content on a continuous basis to ensure compliance with applicable Indian laws.
- 2.5 ----- shall be responsible for extending the latest content to BSNL Tunes as RBT to the GSM, CDMA & PSTN subscribers of BSNL.

- 2.6 ----- shall continuously update its services, covered under the agreement, to include the latest services in line with the customer's preferences & market demand from time to time.
- 2.7 BSNL shall operate & manage all its related network elements (MSC, IN, SMSC, MMSC, WAP gateway, etc in GSM, CDMA and PSTN including TAX & TANDEM exchanges, connecting media etc.
- 2.8 ----- shall provide BSNL Tunes in all applicable & feasible regional languages.

3 Delivery of Service

----- shall ensure running and necessary up-gradation of BSNL Tunes- RBT to the GSM, CDMA & PSTN subscribers in all the LSAs inZone. ----- has to ensure timely rollout of BSNL TUNES services in GSM/CDMA & PSTN landline exchanges. It will also ensure that latest features/ services/ applications relating to BSNL Tunes, such as Promotional header (with delisting features), Micro charging, M search, Press * to copy a song or promotional number, Express Copier on Multi Modal, OBD Call Back number, Bulk sale of BSNL TUNES songs, RBT influencer program, Default BSNL TUNES i.e BSNL Signature Tune for all new GSM, CDMA & PSTN subscribers (wherever feasible), Bada Pack (Macro charging), Sachet Pack, NEF, Daily pack, Social RBT, Interactive Song Selection, RBT Lite, Prayer RBT, Contest RBT, Pay per Use Charging (PPU), Social RBT, Emotion PRBT. Search on Voice, Search on Text, Corporate Tunes, Ad RBT, Reverse RBT etc.

are extended to the BSNL GSM subscribers, CDMA and PSTN subscribers (wherever applicable) keeping in mind the subscriber requirements & needs so as to meet market standards & demands at par with service offering of private operators in the market, failing which BSNL reserves the right to take any action it deems fit which can include termination of the agreement.

----- shall ensure completion of launch of BSNL TUNES service for all landline telephone users served by Siemens(EWSD), Lucent(5ESS), C-DOT and Alcatel(OCB-283) switch technologies as per following schedule: -

Switch	Target Launch date for land line BSNL TUNES for the remaining landline exchanges as mutually agreed with -----
EWSD, 5ESS	All applicable circles (EWSD & Lucent)- already launched and if new addition happens in future.
OCB-283 & C-DOT	OCB-283 & C-DOT- 8 to 12 weeks from the date of enabling the feature of INAP CS II etc. in switches by respective equipment vendors to make them compatible to BSNL TUNES service.

If ----- is not able to meet performance target in respect of rollout of landline BSNL TUNES, BSNL shall have the right to forfeit any commercial benefit extended through service on activation/ monthly renewal charges or any such action deemed fit including termination of the agreement.

4. Marketing of services

- 4.1 BSNL shall be responsible for promoting/ advertising the services agreed upon under this Agreement. ----- shall share with BSNL all data pertaining to the usage of

- services by the subscribers of BSNL and will help BSNL in leveraging the same in effective advertising /promoting/ marketing.
- 4.2 BSNL and ----- may work out special promotion schemes/ contests, etc exclusively for GSM, CDMA & PSTN services of BSNL, on mutually agreed terms basis, under this Agreement.
 - 4.3 The services agreed under this Agreement shall be provided under BSNL's branding. --- ----- shall maintain the branding of BSNL throughout the interaction with the subscribers while they will be availing the services or downloading the relevant content.
 - 4.4 BSNL will do the marketing, advertising / promotion of PRBT services. However the vendor is also supposed to do necessary efforts for the marketing and advertisement. BSNL will provide the requisite resources in form of E1's for OBD, USSD and SMSC capacity to do the required promotions. These resources shall be used only for PRBT services and not to be used of any other promotion of other services of bidder. However, bidder shall be allowed to use third party services for making promotions on cost and risk of itself. In case of any violation bidder shall be solely responsible for the same. The resources shall be made available as per the policy of BSNL and availability. The quantity of resources to be made available to bidder shall be decided in mutual consultation with bidder; however, BSNL decision in this regard shall be final. The use of resources has to be strictly guided by policies of BSNL as and when amended time to time. In case of any violation of policy bidder shall be liable to pay penalties as per extant policy as and when amended time to time.
 - 4.5 The bidder shall propose details of marketing, advertising/promotions that would improve the uptake of services across various channels.
 - 4.6 Bidder shall be provided with subscriber profile data to make targeted promotions. The type and format of data to be provided to bidder shall be decided in mutual consultation with bidder; however, BSNL decision in this regard shall be final.

5. Customer Service

- 5.1 The first line support for all service related complaints from subscribers would be the existing BSNL Customer Care Personnel/ Call Centers. ----- shall provide web-based interface to the support center staff to track usage of services (including download of content and provisioning/de-provisioning) by subscribers of BSNL. Appropriate training/ instructions would be provided to the BSNL staff for the same.
- 5.2 For further support, assistance and guidance to authorized BSNL personnel manning the Customer Care Centers/ help-line/help-desk for fault rectification, ----- will setup helpdesks on its own. Such helpdesk shall ensure prompt remedy to the problems/issues reported by BSNL or problems/ issues found by ----- on its own.
- 5.3 The helpdesk shall also be the entry point for content & service related issues. Mere setting up of Help desk will not absolve ----- of its responsibility to continuously monitor the content.

Customer support E-mail	techsupport@-----.com
Customer support FAX numbers

6. Duration of the Agreement

This agreement shall be valid for period of two years from 27-March-2012 unless revoked earlier for whatever reasons. If at any stage during the tenure of this Agreement, it comes to the notice of BSNL, directly or through some other complaint that ----- had misrepresented facts or submitted any false information or hidden any information, which could have affected

the signing of this Agreement with -----, this Agreement shall stand terminated immediately under intimation to -----.

7. Extension of Agreement

BSNL may further extend, if deemed expedient, the period of agreement based upon the performance of ----- and market conditions etc, by mutual agreement. The decision of BSNL shall be final in regard to grant of extension.

8. Modifications in the Terms and Conditions of Agreement

The terms and conditions of the Agreement are subject to modification by mutual agreement based upon the request of either party. Notwithstanding anything contained herein, the cost of content/ service to ----- and other related conditions may be changed upon mutual consent of both the parties or if in BSNL's opinion, the prevailing policy framework of the Govt., Level of competition faced by BSNL in the provision of telecom services and Regulations/ Directions or tariff orders of TRAI, make the cost of content/ service payable to ----- unviable. In case of no agreement being reached in such cases, BSNL reserves the right to terminate the agreement as per the provisions of clauses 10, 11 & 12 of this Agreement.

9. Restrictions on 'Transfer of agreement'

9.1 This Agreement is not assignable, transferable or sub-licensable by ----- except with prior written consent of BSNL.

9.2 ----- shall not assign or transfer its right(s) in any manner whatsoever under this Agreement to a third party and shall ensure that no third party interest is created due to any of its action of whatsoever nature.

10. Suspension, Revocation or Termination of agreement

10.1 BSNL reserves the right to suspend the operation of this Agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities or in the circumstances as stated in Part III of this Agreement. In such a situation, BSNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the agreement will not be a cause or ground for extension of the period of the agreement and suspension period will be taken as period spent. During this period, no charges for use of the facility of ----- shall be payable by BSNL.

10.2 BSNL may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of **three** months issued to ----- at its registered office, terminate this Agreement under any of the following circumstances:

- a) ----- failing to perform any obligation(s) under the agreement;
- b) ----- failing to rectify, within the time prescribed, any defect as may be pointed out by BSNL.
- c) ----- going into liquidation or ordered to be wound up by competent authority.

10.3 EITHER PARTY may terminate the agreement, by giving notice of **3 months in advance**. The effective date for this purpose will start from the date of receipt of such notice by the other party or the authority that signed the agreement on behalf of other party.

- 10.4 If ----- is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to BSNL in writing. In that case, the written notice period can be modified by BSNL as deemed fit under the circumstances. BSNL may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as it feels fit under the circumstances.
- 10.5 Breach of non-fulfillment of Agreement conditions may come to the notice of BSNL through complaints or as a result of the regular monitoring. Wherever considered appropriate, BSNL may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by ----- or not. ----- shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry, upon prior written notice and within reasonable working hours.
- 10.6 ----- shall be responsible for maintaining the agreed Quality of Service, even during the period when the notice for surrender/termination of agreement is pending. If the agreed Quality of Service is not maintained during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of ----- and any cost of content/ service payment pending with BSNL shall be forfeited.

11. Actions pursuant to Termination of Agreement

- 11.1 Upon termination or surrender or expiry of the Agreement, ----- shall ensure clearance of dues, if any, which it is liable to pay to BSNL. In case of failure of ----- to pay the amounts due to BSNL, the outstanding amounts shall be recovered from the cost of content/service of ----- payable by BSNL without prejudice to any other action(s).
- 11.2 Notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of this Agreement:
- i) Neither Party shall represent the Other Party in any of its dealings.
 - ii) Neither Party shall intentionally or otherwise commit any act(s) as would keep a third party to believe that the other Party is still related to the other party for provision of the services agreed under this Agreement.
 - iii) Each party shall stop using the other Party's name, trade mark, etc., in any audio or visual form.
- The expiration or termination of the Agreement for any reason whatsoever shall not affect any obligation of either Party having accrued under the Agreement prior to the expiry or termination of the Agreement and such expiry or termination shall be without prejudice to any liabilities of either Party to the other Party existing at the date of expiry or termination of the Agreement.

12. Dispute Settlement

- 12.1 In the event of any question, dispute or difference arising under this Agreement or in connection therewith (except as to the matters, the decision to which is specifically provided under this Agreement), the same shall be referred to the sole arbitration of the CMD, BSNL or in case his designation is changed or office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CMD, BSNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CMD, BSNL or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CMD, BSNL or the said officer. There will be no objection to any such appointment on the ground that the

arbitrator is a BSNL Executive or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL Executive he has expressed his views on all or any of the matters in dispute. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CMD, BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

12.2 The arbitration will be held in accordance with the Arbitration & Conciliation Act 1996 and the rules made there under or any modification thereof for the time being in force.

12.3 The award of the Arbitrator shall be final and binding on both the parties to the agreement.

12.4 The venue of the arbitration proceeding shall be New Delhi or such other places as the sole Arbitrator may decide.

13. Force- Majeure

If at any time, during the continuance of this Agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not listed to the establishments and facilities of -----), fire, floods, natural calamities or any act of God (hereinafter referred to as event), provided notice of happenings of any such event is given by the affected party to the other, within 21 days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the agreement, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided Service under the agreement shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. The decision of BSNL as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive. However, the Force-majeure events noted above will not in any way cause extension in the period of the agreement.

14. Right to inspect

14.1 ----- will provide the necessary facilities for continuous monitoring of the system, as required by BSNL or its authorized representative(s). The inspection will ordinarily be carried out after reasonable notice except in circumstances where giving such a notice will defeat the very purpose or essence of the said inspection.

14.2 Wherever considered appropriate BSNL may conduct any inquiry either suo-moto on complaint to determine whether there has been any breach in compliance of terms & conditions of the agreement by ----- or not. In case of such inquiry, ----- shall extend all reasonable facilities without any hindrance or delay, provided that prior written notice is given and conducted within reasonable working hours.

15. Confidentiality of information

15.1 Subject to conditions contained in this Agreement, ----- shall take all necessary steps to safeguard the privacy and confidentiality of any information about BSNL and its subscribers from whom it has acquired such information by virtue of the Service provided and shall use its best endeavors to secure that:

- a) No person acting on behalf of ----- or ----- itself divulges or uses any such information except as may be necessary in the course of providing Services to BSNL; and
- b) No person seeks such information other than is necessary for the purpose of providing service to BSNL.

Provided, the above para shall not apply where BSNL has consented in writing to such information being divulged or used, and such information is divulged or used in accordance with the terms of that consent; or the information is already open to the public.

- 15.2 ----- shall ensure that no profiling information regarding the GSM, CDMA & PSTN subscribers of BSNL is collected, analyzed, sold, transferred or otherwise disclosed to any third party or utilized for the purpose of promoting the other than agreed products/ services of ----- and/or any third party.
- 15.3 ----- shall take necessary steps to ensure that ----- and any person(s) acting on its behalf observe confidentiality of customer information.
- 15.4 ----- shall, prior to commencement of Service, confirm in writing to BSNL that ----- has taken all necessary steps to ensure that it and its employees shall observe confidentiality of customer information.
- 15.5 This clause shall survive the termination or expiry of this Agreement.

16. Prohibition of certain activities by -----

- 16.1 ----- shall not engage, on the strength of this Agreement, in the provision of any Service other than the Services agreed under this Agreement.
- 16.2 ----- agrees not to provide any unlawful, harassing, libelous, defamatory, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable content of any kind.
- 16.3 ----- is obliged to provide, without any delay the tracing facility to trace origin or content of nuisance, obnoxious or malicious messages or communications transported through his equipment and network. Any damages arising out of default on the part of ----- in this regard shall be sole liability of -----.
- 16.4 In case any confidential information is divulged to ----- for proper implementation of an agreement, it shall be binding on ----- and its employees to maintain its secrecy and confidentiality.
- 16.5 ----- will ensure that the installation carried out by it should not become a safety hazard and is not in contravention of any statute, rule or regulation and public policy.

17. Set Off

Any sum of money due and payable to ----- under this 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 this Agreement or under any other Agreement made by ----- with BSNL.

18. Indemnification

----- agrees to protect, defend, indemnify and hold harmless BSNL and its employees, officers, directors, agents or representatives from and against liabilities, damages, fines, penalties and costs (including legal costs and disbursements) directly arising from or relating to:

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

- b) Any breach of the terms & conditions in this Agreement by -----;
- c) Any claim of any infringement of any Intellectual Property Right or any other right of any third party or of law by -----;
- d) Any claim made by any third party arising out of the use of the services or content and arising in connection with interruption or degradation of services to BSNL's customers caused solely by -----

This clause shall survive the termination or expiry of this Agreement.

19. Relationship

Each party understands that it is an independently owned business entity and this Agreement does not make it, its employees, associates or agents as employees, agents or legal representatives of the other party for any purpose whatsoever. Neither party has express or implied right or authority to assume or to undertake any obligation in respect of or on behalf of or in the name of the Other Party or to bind the Other Party in any manner. In case, any party, its employees, associates or agents hold out as employees, agents, or legal representatives of the other party, the former party shall forthwith upon demand make good any/all loss, cost, damage including consequential loss, suffered by the other party on this account.

20. Exclusivity

This Agreement is exclusive and nothing in this Agreement will be construed to prevent either party from entering into a s-----lar Agreement with any other party or to restrict such party from directly engaging in related activities.

21. Liability

Except as provided in this Agreement, hereinabove, neither party shall be liable to other party or any other party by virtue of termination of this Agreement for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leases, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of this Agreement.

22. INTELLECTUAL PROPERTY RIGHTS/ COPYRIGHTS

- 22.1 The Intellectual Property Rights (IPR) of BSNL and ----- shall remain their own and this Agreement shall not affect their ownership in any way unless mutually agreed upon.
- 22.2 ----- shall be responsible for obtaining the legitimate Copyrights/ Intellectual Property Rights of the content provided as part of the services agreed upon under this Agreement.
- 22.3 ----- indemnifies BSNL against any liability, damage, fine, penalty, costs or any other consequential loss on account of violation of the copyright/ Intellectual Property rights of any third party by ----- in respect of the content/ application/ technology used by ----- in providing the services.
- 22.4 ----- shall ensure that no profiling information regarding the GSM, CDMA & PSTN subscribers of BSNL using these services is collected, analyzed, sold, transferred or otherwise disclosed to any third party or utilized for the purpose of promoting the other than agreed products/ services of ----- and/or any third party. Such data including the other data pertaining to usage like the login ID, etc created by the subscribers in availing the services & residing in server(s) of ----- shall be destroyed by -----

- within seven days of expiry or termination of this Agreement under confirmation to BSNL.
- 22.5 ----- shall not use BSNL's trademarks, trade names, service marks, copyrights, patents, trade secrets, trade dress or BSNL Logos, etc. without BSNL's prior written consent.
- 22.6 ----- recognizes that the BSNL is the sole owner of all right, title and interest in the trademark patents, copyrights, trade dress, trade secrets, operating practices/ procedures or other intellectual property rights relating to services offered by BSNL, the advertising and promotional material and Customer/ Subscriber information related to the services provided by BSNL, all other items tangible or intangible, used presently or in future and the goodwill which is or which shall become attached to any of the foregoing (collectively, the "BSNL Intellectual Property"). ----- hereby acknowledges that it shall have no right, title or interest in the BSNL Intellectual Property and the same are assets of BSNL. Any customization or modification done by ----- shall not affect BSNL's exclusive rights to and ownership of all or any of the services of BSNL.
- 22.7 ----- shall not knowingly interfere or cause any third party to knowingly interfere with BSNL Intellectual Property Rights. ----- agrees and undertake that it shall take all necessary & timely measures to ensure that BSNL Intellectual Property Rights are not infringed, passed off, diluted, reverse-engineered, hacked into, misappropriated, tampered with and/or copied or used by ----- or any of its directors, officers, employees, agents, consultants, representatives, subsidiaries, associates, servants or any other person except as expressly provided herein. ----- shall immediately inform BSNL in the event it becomes aware of any infringement, passing off, misappropriation or dilution of BSNL Intellectual Property Rights and that it shall provide all reasonable information and assistance necessary in order to assist BSNL to abate the infringement, passing off, misappropriation, unauthorized copying or use of, or dilution of its intellectual property.
- 22.8 ----- shall not reproduce, decompile, disassemble or reverse engineer any of the BSNL Products or BSNL Services in any manner whatsoever for any purpose without the prior written consent of BSNL.
- 22.9 ----- agrees that it shall not use, re-use or disclose, either directly or indirectly, to any person or other company or its associates or subsidiary companies any knowledge or information concerning BSNL's services, affairs of or intellectual properties of BSNL which ----- may have acquired from BSNL during the course of or incidental to this Agreement or any knowledge or information concerning BSNL's services, affairs or Intellectual property of BSNL which may have been shared by BSNL with -----, after the termination/ expiry of this Agreement for any reason whatsoever under this Agreement which -----, may be or may have been concerned or interested in.
- 22.10 ----- shall not alter or otherwise tamper with any equipment, related accessories and software provided by BSNL including any all replacements, modifications, enhancements and or additions thereto.
- 22.11 Notwithstanding anything contained herein, ----- indemnifies and hold BSNL harmless against any loss, liability, costs (including legal costs & expenses), fine, penalty, demands or damages arising by reasons of any claim of infringement, passing off or dilution of IPR / copyright / patent / trademark, etc. arising from provision of services under this Agreement by ----- and use of same or any part thereof by BSNL or by subscribers of BSNL or in Telecom Network of BSNL, as the case may be.
- 22.12 ----- shall be responsible for bearing all liabilities, costs (including legal costs & expenses), fine, penalty, demands or damages arising consequent to the breach by ----- of any of the above conditions/ clauses mentioned herein above.
- 22.13 This clause shall survive the termination or expiry of this Agreement.

23. Security and lawful interception for Value Added Services.

- 23.1 (a) In accordance with the clause 6.1A of DoT guidelines vide letter no. 842-725/2005-VAS-66 dated 31st July 2008 and subsequent amendments, if any, or directions of Licensor or Regulator, BSNL shall have right to warn, penalize and terminate the agreement with ----- after considering any report of conduct or antecedents. Such directions from Licensor or Regulator shall be final and binding and in any case ----- shall bear all liabilities in the matter and keep BSNL informed for all claims, cost, charge or damages in the respect.
- 23.1 (b) In accordance of DOT guidelines vide letter No. 800-62/2008-ASP II/2 dated 14th May, 2008 ----- shall provision for lawful interception for VAS which are being provided to BSNL subscribers using Voice bearer/DATA/SMS/USSD/PTT etc. Further, any new Value Added Services, should be added/commissioned in the network only after having confirmed the provisioning of appropriate monitoring facilities for the same.

PART-II**FINANCIAL CONDITIONS****1. Tariff and cost of content/ service**

1.1 The services for the GSM, CDMA & PSTN subscribers shall be billed separately as part of GSM, CDMA & PSTN Telephony services, respectively, provided by BSNL. The bills will be raised and collected by BSNL from its subscribers. ----- shall not charge any money from the subscribers of BSNL.

1.2 The tariff and cost of content/ service payable to ----- will be as given below:

S.NO	SERVICE PARAMETER	CHARGES (Rs.)	COST OF CONTENT/ SERVICE (Rs.) TO ----- -----
1.	BSNL TUNES RING BACK TONE SERVICE (PRBT & RRBT) to GSM, CDMA		
a.1	EUP		
a.2	NEF Feature for subscription (shorter period subscription because of Not Enough Fund i.e. From 1 to 25 days)		
a.3	Bada Pack- Quarterly subscription		
a.4	Bada Pack- Half Yearly Subscription		
a.5	Bada Pack- Yearly Subscription		
a.6	Sachet Pack- 5 days subscription		
a.7	Daily Pack- 1 day subscription		
b.	Song Selection/ Download Charges		
b.1	Song selection (30 days content validity)		
b.2	Song Pack (3 songs per pack with one month validity)		
b.3	Sachet Pack-Song Selection (5 days content validity)		
b.4	Daily Pack-Song Selection (1 day content validity)		
c.	IVR (per min)		
d.	M-Search on Voice (56799) per minute		
e.	SMS – MO (per MO)		
f.	M-Search on SMS (MO to 56799)		

FOR PSTN SERVICES		
5.	BSNL TUNES – RBT	
a.	Subscription Charges (Activation/Renewal)	
a.1	For Monthly Subscription	
a.2	Bada Pack- Quarterly subscription	
a.3	Bada Pack- Half Yearly Subscription	
a.4	Bada Pack- Yearly Subscription	
b.	Song Selection/ Download Charges	
b.1	Song selection (30 days content validity)	
b.2	Song Pack (3 songs per pack with one month validity)	
c.	IVR (per min)	
d.	M-Search on Voice (56799) per minute	

1.3 The above cost of content/ service may be reviewed during the agreement period based on the percentage basis with respect to the reduced tariff in case the variation in tariff is more than 20% vis-à-vis the stated tariff.

1.4 The service related License fee, if any, payable by BSNL to Govt of India shall be borne by BSNL from its cost of content/ service whereas the content related Intellectual Property Rights (IPR)/ Royalty payouts, if any, shall be borne by ----- from its cost of content..

1.5 The tariff charges to be levied from the subscribers with respect to the usage of the services, agreed under this Agreement, shall be the sole prerogative of BSNL and BSNL reserves the right to review the tariff for the services anytime. Such tariff for successfully availing the services agreed under the agreement shall be fixed by BSNL keeping in view the prevailing market scenario & other related factors and shall be communicated separately.

1.6 In case of any discrepancy between the chargeable logs/CDRs of ----- and BSNL, the decision of BSNL shall be final for variation of up to 10%, but any deviation beyond this will be mutually settled between BSNL and -----.

1.7 Payment of cost of content/ service shall be made on monthly basis to ----- on receipt of the invoice. For GSM & CDMA, ----- shall submit the LSA wise bill to the designated Zonal In-charge. The Zonal In-charge shall verify the bill within seven days from the data available in BSNL's GSM & CDMA Network. This verified bill shall be forwarded to the designated Finance Officer of BSNL who will ensure release of the payment within 15 days of the receipt of the verified bills-----similarly for PSTN, monthly bills shall be submitted to single nodal authority designated by CGM of respective circle in this regard. Later on, BSNL may decide to pay monthly bills through PSTN zonal Billing Centers after completion of migration work in progress.

1.7.1 BSNL envisage the money being collected from BSNL subscribers will be main revenue stream, however if there are other sources of revenue like from advertiser/publisher for AdPRBT the revenue share of BSNL/bidder shall be finalized after mutual consultation. BSNL's decision in this regard will be final.

- 1.8 The payment of cost of content/ service shall be made to ----- after deduction of TDS amount as per provisions of the Income Tax Act, 1961.
- 1.9 No other costs, payments and expenses would be borne by BSNL except for those taxes, etc. if applicable under any other Acts or regulations laid down by Authorities or statute.
- 1.10 In case of any dispute/complaints from the subscribers regarding any defect or non-delivery and consequent refund request, ----- shall be responsible for providing the conclusive evidence of performance at its end, failing which the disputed charges will be deducted from the payment of ----- and accordingly the charges shall be adjusted in the subsequent bill of the postpaid subscriber or credited to subscriber's account in case of prepaid subscribers, under intimation to the concerned subscriber.
- 1.11 In case of any dispute or problem arising on account of pricing of services among the BSNL TUNES service providers or other Value Added Service providers providing services under BSNL's branding, the decision of BSNL shall be final and binding on all of the concerned service provider(s) including -----.
- 1.12 BSNL will pay the cost of content/service and the service Tax as applicable. ----- will issue Cenvatable invoice to BSNL in conformity with rule 4A of the service Tax rules 1994 so that BSNL can utilize Cenvat credit against the payment of service tax cess on output service.
- 1.13 BSNL Tunes (Signature tune) shall be provided free of cost on BSNL service connections. BSNL may decide various BSNL promotional jingles and may ask ----- to play these as BSNL Tunes on service connections in shuffle mode.
- 1.14 BSNL envisage the money being collected from BSNL subscribers will be main revenue stream, however if there are other sources of revenue like from advertiser/publisher for AdPRBT the revenue share of BSNL/bidder shall be finalized after mutual consultation. BSNL's decision in this regard shall be final.

PART-III

TECHNICAL CONDITIONS

1. The BSNL TUNES solution: PRBT

a. For GSM:-

- 1.1 The BSNL TUNES solution for GSM has been implemented on zonal basis in Northern Zone and is already in operation. ----- shall implement all the new features/services/applications as envisaged by BSNL from time to time as per market conditions and customer's demand. ----- shall upgrade the installed equipments and expand it up to the required capacity as per the market demand in future.
- 1.2 Some components of the solution shall be centralized and other components shall be decentralized i.e. on LSA level. The centralized components of the solution like Content Server, Media Tone Player etc, as applicable, shall have adequate capacity to cater to the zonal traffic requirements. The IP players shall be optimally planned & deployed in a centralized/decentralized manner by ----- at its own costs in consultation with the concerned zonal GSM unit.

b. For PSTN :-

- 1.3 PSTN solution to be deployed shall be LSA based with and will be implemented in all the main exchanges of the Circle (s). For PSTN BSNL TUNES deployment, equipment such as media tone player, servers etc will be separate from that of GSM & CDMA BSNL TUNES deployment. However, infrastructure like space, power supply, content etc may be co-located for both landline and mobile deployments, wherever possible. The solution shall be capable of scaling up so as to meet the demand of the services by the subscribers of BSNL. PSTN BSNL TUNES solution should initially support one million users per zone with scalability to five million as per market demand in circles of zone in future.
- 1.4 BSNL will make efforts to provide necessary support for implementation of BSNL TUNES in landline i.e. SCP code, traces during testing, infrastructure provisioning (as mentioned in Part-I clause 1.2(b)), access to switch room, as deemed reasonable by BSNL.

c. For CDMA :-

- 1.5 CDMA solution to be deployed shall be centralized for&Zones at Chandigarh and will have installed capacity of minimum 300,000 active CDMA RBT subscribers base & scalable up to 500,000 subscribers. CDMA BSNL TUNES deployment equipment (Media tone player, IP Player, subscribers provisioning modules (IVR, WEB, SMS, Press * copy, OBD & CRM GUI), subscription managers (billing module, reporting, IVR platform, OBD server etc.) shall be physically independent/ separate from that of existing GSM/PSTN BSNL TUNES deployment. Existing content management system may be used but with separate module separate modules for CDMA BSNL TUNES service. However, infrastructure like space, power supply etc. may be co-located with PSTN/GSM deployment, wherever possible. Necessary up-gradation of the equipment scalable up to 500,000 shall be done by ----- at no cost to BSNL.

1.6 BSNL will make efforts to provide necessary support for implementation of BSNL TUNES in CDMA i.e. point codes, traces during testing, infrastructure provisioning (as mentioned in Part-I clause 1.2(b)), access to switch room, as deemed reasonable by BSNL.

2. The BSNL TUNES - Reverse Ring Back Tone solution

The BSNL TUNES RRBT solution for GSM subscribers to co-exist with the existing RBT infrastructure in both zones subject to pre requisites as defined in Annexure II-A. The RRBT feature would be initially applicable to GSM subscribers and can be followed by other technologies subject to readiness of the respective switches.

a. For GSM:-

2.1 It has to be implemented on zonal basis. ----- shall implement the new features/services/applications as envisaged by BSNL from time to time as per market conditions and customer's demand. ----- shall upgrade the installed equipment and expand it up to the required capacity as per the market demand in future.

2.2 Some components of the solution shall be centralized and other components shall be decentralized i.e. on LSA level. The centralized components of the solution like Content Server, Media Tone Player etc. as applicable, shall have adequate capacity to cater to the zonal traffic requirements. The IP players shall be optimally planned & deployed in decentralized manner by ----- at its own costs in consultation with the concerned zonal GSM unit.

b. For PSTN :-

2.3 PSTN solution to be deployed shall be LSA based with and will be implemented in all the main exchanges of the Circle (s). For PSTN BSNL TUNES deployment, equipment such as media tone player, servers etc. may be separate from that of GSM & CDMA BSNL TUNES deployment. However, infrastructure like space, power supply, content etc. may be co-located for both landline and mobile deployments, wherever possible. The solution shall be capable of scaling up so as to meet the demand of the services by the subscribers of BSNL.

2.4 BSNL will make efforts to provide necessary support for implementation of BSNL TUNES in landline i.e. SCP code, traces during testing, infrastructure provisioning (as mentioned in Part-I clause 1.2(b)), access to switch room, as deemed reasonable by BSNL.

c. For CDMA :-

2.5 CDMA solution to be deployed shall be centralized for&Zones at Chandigarh or where the existing GSM/PSTN hardwares are deployed and will have installed capacity of minimum 300000 active CDMA RBT subscribers base & scalable up to 500000 subscribers. CDMA BSNL TUNES deployment equipment (Media tone player, IP Player, subscribers provisioning modules (IVR, WEB, SMS, Press * copy, OBD & CRM GUI), subscription managers (billing module, reporting, IVR platform, OBD server etc.) Shall be physically independent/ separate from that of existing GSM/PSTN BSNL TUNES deployment. Existing content management system may be used but with separate module separate modules for CDMA BSNL TUNES service. However,

infrastructure like space, power supply etc. may be co-located with PSTN/GSM deployment, wherever possible. Necessary up-gradation of the equipment scalable up to 500,000 shall be done by ----- at no cost to BSNL.

- 2.6 BSNL will make efforts to provide necessary support for implementation of BSNL TUNES in CDMA i.e. point codes, traces during testing, infrastructure provisioning (as mentioned in Part-I clause 1.2(b)), access to switch room, as deemed reasonable by BSNL.

Points common to GSM, CDMA & PSTN:-

2.7 The BSNL TUNES solution will be dimensioned based on the following parameters:

1. Terminating BHCA per subscriber 1.0
2. Mean Holding Time for the IP Player 15 Sec
3. Mean Holding time for the IVR :120 sec

2.8 Adequate redundancy shall be built into the design of the solution so that failure of a single sub-system does not affect the performance/ ensure high up time of the services provided by the system. Each system component of the BSNL TUNES solution has redundancy implementation without any single point of failure.

2.9 The BSNL TUNES solution shall work as an "innocent node" whereby if the BSNL TUNES node is not-available for any reason, normal call processing should continue with regular ring back tone.

2.10 The BSNL TUNES solution shall be able generate broadly two types of statistics: service-wise and for system performance. Service statistics will include download count, registration, BSNL TUNES content status and so on, and will be viewable with web access sorted by access channel type, genre and etc. Statistics for system performance can be provided via OMC client in mathematical or graphical method. Such statistics will include call processing results, system resource usage, processing failure reporting and etc. and can be sorted as hourly, daily, monthly based and so on. The statistics pertaining to these services shall be periodically made available to BSNL. The system should be able to record data for a minimum period of ninety days.

2.11 The BSNL TUNES RBT solution shall provide a content management system for content provider and service administrator to manage content and services via friendly web-based user interface. It will support 'Multiple CP Environment'. The Multiple CP Environment allows for multiple content providers to supply content by logging in with their own ID & password. There will be no l-----tation of number of content providers. Once a content provider is authorized to provide content, content provider will be provided a webpage and login/password to be able to supply content for the BSNL TUNES service. The content providers can upload content, check the content download statistics and manage only their content offering.

2.12 ----- shall furnish to BSNL or its authorized representative(s), in such manner and at such times as may be required by BSNL the technical details including the calculations for engineering, planning and dimensioning of the system/network, etc.

2.13 ----- shall impart training to nominated BSNL's personnel regarding the BSNL TUNES solution. The training may be related to BSNL TUNES system operation,

BSNL TUNES service operation, Customer care center operation, etc., as asked for by BSNL.

3. Minimum functionalities required in context of the BSNL TUNES solution

- 3.1 The services shall be available to both prepaid and post paid customers of GSM & CDMA Telephony services and all the PSTN subscribers.
- 3.2 The BSNL TUNES solution shall have support for CAMEL Phase 3 and be upgraded to CAMEL Phase 4 standards, as & when introduced in BSNL GSM network. CDMA BSNL TUNES solution shall have support for WIN. PSTN BSNL TUNES solution shall support current generation of exchanges (ALCATEL(OCB-283), SIEMENS(EWSD), CDOT(MAX-L & XL), LUCENT(5ESS), ERICSSON(AXE-10)) and all the future generations as & when introduced in PSTN exchanges.
- 3.3 The BSNL TUNES solution shall facilitate the provision of BSNL TUNES based on :
- Caller ID
 - Caller IDs in a Group ID – based tones: Ability for subscribers to register one or more callers for a RBT. The services must support this ability to assign specific ring back tone information for an arranged group of members.
 - Time of the day
 - Day of the Week.
 - Event which may be a festival or any event important to the subscriber.
 - Series of mobile numbers.
 - All callers
- 3.4 The BSNL TUNES solution shall support the content for BSNL TUNES based on
- Subscribers own recording (with default preview by the subscriber before actual provisioning)
 - Selected item in the content database.
 - Selected category in the content database with further flexibility of playing the individual items in that category on sequential and/or random basis as selected by the subscriber.
 - Most popular item/category in the content database.
 - Gifting a BSNL TUNES
 - Personal album of BSNL TUNESs
 - Selecting a BSNL TUNES that another subscriber has activated, i.e. copy a BSNL TUNES.
- 3.5 The BSNL TUNES service features are further elaborated upon in *Annexure IV-A* to this Agreement.

4. BSNL TUNES SERVICE INTERFACE:

The BSNL TUNES solution shall facilitate the provisioning/activation and content selection via multiple interfaces like IVR, SMS, USSD, Call Center and Web/WAP.

- 4.1 IVR (required for GSM CDMA as well as PSTN services): **The IVR interface of the BSNL TUNES solution shall support the following minimum functionalities:**
- Multi Lingual IVR along with the applicable list of Indian languages supported in addition to English.
 - Subscribing/Unsubscribing the service.
 - Navigation through content catalogue /database/subscriber's own profile.
 - Recording by the Subscriber.

- Play preview sound clips for selection.
 - Setting the BSNL TUNES.
- will provide IVR as part of the solution.

4.2 SMS (required in case of GSM & CDMA services only): The SMS interface of the BSNL TUNES solution shall support the following minimum functionalities:

- Subscribing/Unsubscribing the service.
- Listing of the content catalogue /database.
- Setting the BSNL TUNES.
- Managing the group of caller IDs
- Request a BSNL TUNES which allows Natural Text Selection of BSNL TUNES using the name of the song instead of a numeric ID. For example, Subscriber can send an SMS “BSNL TUNES Main Hoon Na” to select the song.

The SMS based access shall be provided using keywords on short code (allotted by BSNL) or through STK Menu/ WIB browser.

4.3 USSD (only specific to GSM)/WEB/WAP (required in case of GSM & CDMA services only): The USSD/Web/WAP interface of the BSNL TUNES solution shall support the following minimum functionalities:

- Subscribing/Unsubscribing the service.
- Management of subscribers’ own profile.
- Navigation of the content catalogue /database.
- Play preview sound clips for selection
- Setting the BSNL TUNES.
- Managing the group of caller IDs
- Search facility.

This will also include the development, operation, maintenance and hosting of the requisite Website /WAP site by ----- at its own costs. The home page of the website/WAP site will be hosted at BSNL server.

4.4 Functional behavior of the services

Case	Calling Party	Called Party	State	A party hears BSNL TUNES of		
				B Party	C Party	
					BSNL TUNES sub	Not BSNL TUNES sub
1.	PSTN/GSM/CDMA	BSNL TUNES sub	IDLE	○		
	Description	If A party makes a call to B party, A party will hear B party’s BSNL TUNES.				
2.	PSTN/GSM/CDMA	BSNL TUNES sub	CFU	○		
	Description	The call to the BSNL TUNES user with active CFU will be forwarded immediately to C-Party, however, SCP(IN CASE OF LANDLINE BSNL TUNES) know that the call is originally made to B-Party and it plays the B-Party ring-back tone.				

3.	PSTN/GSM/CD MA	BSNL TUNES sub	CFB	○		
	Description	A party will hear the B-Party's ring-back tone even after the call is forwarded				
4.	PSTN/GSM/CD MA	BSNL TUNES sub	CW	○		
	Description	If A party makes a call to B party while B party is already connected to other call, A party will hear B party's BSNL TUNES. C party is not related to BSNL TUNES service in this case.				
5.	PSTN/GSM/CD MA	BSNL TUNES sub	CFNRy	○		
	Description	The call to the BSNL TUNES user who doesn't answer (No Reply) will be forwarded after the time-out. Caller will hear the B-Party's ring-back tone even after the call is forwarded .				
6.	PSTN/GSM/CD MA	BSNL TUNES sub	CFNRc	○		
	Description	The call to the BSNL TUNES user which is "Not Reachable" may or may not be forwarded immediately to C-Party, however, SCP (IN CASE OF LANDLINE BSNL TUNES) know that the call is originally made to B-Party and it plays the B-Party ring-back tone.				

The above matrix may vary depending upon the architecture of implementation by -----, However, BSNL reserves its right to enforce any change in the functional behaviour of the services.

Terminology used:

- A party – Calling party
- B party – Called party
- C party – Call forwarded party (or B-party's voice mail)
- CFU – Call Forwarding Unconditional
- CFB – Call Forwarding Busy
- CW – Call Waiting
- CFNRy – Call Forwarding No Reply
- CFNRc – Call forwarding Not reachable

5. Interconnection with network of BSNL

- 5.1 BSNL shall facilitate the access to its appropriate network elements (for GSM/CDMA-MSC, SMSC, MMSC, IN, WAP Gateway, Billing system, etc. & for PSTN- TAX/ TANDEM, Local Exchanges, Billing system, etc.) to facilitate provision of services agreed upon under this Agreement. BSNL shall facilitate the relevant technical details to -----, as & when ----- seeks such details.
- 5.2 The arrangement of necessary connectivity including the SS7 and the IP connectivity to appropriate BSNL network element(s) in the relevant zone/ circle will be provided by BSNL at its own cost. ----- shall work such requirements in consultation with BSNL to ensure optimality of bandwidth resources and shall ensure that such requirements are furnished to BSNL well in time to facilitate timely provision.
- 5.3 The connectivity between the BSNL's network elements and the components of BSNL TUNES solution provided by ----- shall be exclusively utilized for carrying the traffic pertaining to services to BSNL subscribers only.

5.4 ----- shall be responsible to integrate its equipments with that of BSNL or those belonging to any third party engaged by BSNL for the purpose of providing all type of services including advertisement, marketing etc. over the Value Added Services being provided/to be provided by ----- to BSNL's end customers.

5.5 ----- shall be responsible to integrate its equipment with that of BSNL or belonging to any third party engaged by BSNL for purpose of Pre-paid card system to enable selling of BSNL TUNES content through prepaid cards/retailer network.

5.6 Responsibility Matrix for implementation of RRBT Feature is as mentioned in Annexure II-A.

6. Verification of BSNL Tunes Provisioning, Deliver & Charging of customers

6.1 Although the prime responsibility of content & service monitoring is of ----- as clearly mentioned in earlier Parts of the Agreement yet the concerned GSM, CDMA & PSTN units or VAS units of BSNL will also ensure the continuous monitoring of the services and the response time etc., thereafter besides the periodic content testing.

6.2 Verification of Provisioning, Delivery & correct Charging of subscribers will be carried out for new features/ products being added.

7. Quality of Service

7.1 Both parties shall operate and maintain their own network and/or setup so as to conform to mutually agreed Quality of Service standards.

7.2 The target service availability is 99.99% on monthly basis. Monthly availability of the service would be computed on the basis of the system availability and any issue in the network configuration (on the network side) because of which BSNL TUNES service is partially or fully affected, would not be counted as down time of the system

7.3 ----- shall be responsive to the complaints lodged by BSNL. ----- shall rectify the anomalies within the specified MTTR and maintain the history sheets for each installation, statistics and analysis on the overall maintenance status& the same shall be made available to BSNL at prescribed intervals in prescribed format/ proforma.

7.4 The Incident Severity Levels are agreed as below:

Severity Level	Problem Definition
CRITICAL	Failure or degradation of one or more elements of the system that are business or customer affecting, time-critical and for which no immediate workaround is available i) causes sever outages or blocks important functions of the system; ii) causes substantial loss or corruption of data; iii) operation inability of major features; iv) inability to connect the software provide.
MAJOR	Failure or degradation of a single element of the system that are business or customer affecting or which will become time-critical and for which workaround is available but is unsatisfactory in the short time

	i) makes known workarounds difficult or inefficient, causes substantial performance degradation; ii) prevents the customer from using a major feature of the solution; iii) severely impacts the software / solution reliability; iv) needed capability is missing.
MINOR	Failure of one or more components of the system that has no immediate business impact and remains operational through a temporary or automated workaround, but requires a permanent solution to be developed i) causes awkward use of software but does not substantially disrupt the functionality or operation; ii) disables non-essential but desired features or capability, but does not affect equivalent option available; iii) leads to confusing user interface (inconsistent action/messages), with known workarounds and which may require a permanent fix.
NO SERVICE IMPACT	Failure of a single component of the system that is non-business affecting and remains operational i) causes message error or document error but which does not impact the operation of the software

7.5 The Fault resolution timelines for the above severity levels are agreed as below:

Severity Level	Acknowledgement Time	Work Around solution time	Permanent solution Time
CRITICAL	30 minutes	8 hours	Best Effort
MAJOR	1 hour	1 day	4 weeks
MINOR	2 working hours	1 week	3 months
NO SERVICE IMPACT	2 working days	4 weeks	6 months

* The time matrix above is projected in 95% of the total incident cases.

7.6 The Fault Escalation Matrix in respect of reporting of fault to ----- is given in Annexure V-A to this Agreement.

7.7 In case of non-availability of the Services/ service getting affected partially/ fully due to ---- reasons for more than three hours, ----- shall be penalized as per calculation given below:

- i. Average monthly (averaged on last three calendar months basis) revenue generated on account of services covered under the agreement in the concerned zone = Rs A
- ii. Number of hours for which the service remained un-available/ affected = D
- iii. Compensation = $[A/(24*30)]D$

The amount so calculated will be deducted from the cost of content/ service payment of the corresponding month.

8. Protection of Network

- 8.1 Each party will use its best endeavor 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 the other party's network or result in the interference with the operation of the other party's network.
- 8.2 Each party is to co-operate with the other party & adopt reasonable precautions in accordance with the usual procedure, to prevent act of sabotage to the network interconnected with it or to prevent fraudulent use of the same.
- 8.3 ----- shall make all reasonable efforts to safeguard the network of BSNL from being abused or spammed by any third party.
- 8.4 BSNL shall use commercially reasonable efforts to provide the services under this Agreement during all days without any interruption in accordance with industry standards, except where such interruption arises out of, results from or is related to an event of Force Majeure or other cause or circumstances beyond the reasonable control of BSNL.
- 8.5 BSNL may suspend the services in whole or in part at any time without notice if:
- BSNL reasonably considers it necessary to safeguard the integrity of its GSM, CDMA, PSTN Network or its network elements, or
 - BSNL's Network or its element(s) fail or require modification or maintenance; or
 - If there has been unauthorized, unlawful or fraudulent use of the transmission or any transmission is causing or may potentially cause damage or interference to the BSNL's Network or its element(s); or
 - It is necessary to comply with a mandatory direction or request of the Licensor or any other Competent authority, or
 - BSNL receives complaint from its subscribers for reasons related but not to I-----ted to omission, errors or incorrect data, use of obscenity in the services provided by ----- under this Agreement. In such an event, the services shall remain suspended till the matter is resolved to the satisfaction of all parties concerned.

DEFINITIONS OF TERMS AND EXPRESSIONS

Unless the context otherwise requires, the different terms and expression used shall have the meaning assigned to them in the following paragraph:

1. The “**Application server**” means software & hardware to facilitate a comprehensive solution for building, deploying, mobile enabling and managing enterprise class application.
2. “**Service Area**” defines the area within which ----- may operate and offer the Services as given in the Agreement. The service area for the purpose of this Agreement is defined as the Licensed Service Areas (LSAs) falling under theZone of BSNL's GSM/ CDMA network and all the Circles infor PSTN network.
3. “**Network**” means the GSM (Global System for Mobile) network, CDMA (Code Division Multiple Access) network or PSTN (Public Switched Telephone Network) run by Bharat Sanchar Nigam Limited for providing the GSM or CDMA Telephony & PSTN services to its subscribers
4. “**Validity of the agreement**” is the period for which this Agreement may be effective.
5. “-----” shall refer to **M/s IMI mobile Private Limited** who is entering into the agreement with BSNL for providing the BSNL Tunes.
6. “**BSNL**” means **BHARAT SANCHAR NIGAM LIMITED**.
7. “**Tariff**” means Charges payable by the subscriber for the service provided.
8. “**TRAI**” means Telecom Regulatory Authority of India established under the TRAI Act, 1997.
9. “**RRBT**” Reverse Ring Back Tune will be known as My Tune
10. “**PRBT**” Personalized Ring Back Tone known as BSNL Tunes
11. “**RBT**” RING BACK TONE service comprises of PRBT RRBT & BSNL Lite Feature
12. “**SME**” means Short Message Entity. SMEs are the electronic devices that are capable of transmitting or receiving short text messages e.g. mobile handsets.
13. “**SMS**” means the Short Messaging Service. It is a facility that provides the ability for GSM Telephony & PSTN services subscribers to send and receive short text messages using SMEs. It provides two-way text messaging capabilities and confirmation of the delivery of the message.
14. “**SMSC**” means the Short Messaging Service Center. It provides facility for sending and receiving short messages between SMEs within a Digital GSM network.

15. **"MMSC"** means the Multimedia Messaging Service Centre.
16. **"BSO"** means the Basic Service Operator as licensed by Dept of Telecom.
17. **"CMSP"** means the GSM Service Provider as licensed by Dept of Telecommunications.
18. **"MMS"** means Multimedia Messaging Service. It is a facility that provides the subscribers the capability of sending and receiving Multimedia messages containing a combination of text, picture and sound using a MMSC and MMS capable handsets.
19. **"MMSC"** means Multimedia Messaging Service Center. It provides the capability of sending and receiving MMS based messages in a network.
20. **"GPRS"** means General Packet Radio Service. It provides the facility of providing data capabilities in the network.
21. **"WAP Gateway"** means Wireless Application Protocol Gateway. It provides the facility of providing a secure specification that allows users to access information instantly via handheld wireless devices such as mobile phones, pagers, two-way radios, smart phones and communicators.
22. **"SPAM"** will be construed to have happened if Cellular Mobile Telephony (GSM & CDMA) & PSTN services Subscriber is sent un-solicited information of any kind. Unsolicited means that the Recipient has not granted verifiable permission for the message to be sent.
23. **"Agreement"** means this Agreement along with all Parts and **Annexures** attached hereto and includes all amendments & modifications thereof as may be mutually agreed by the parties, in writing.
24. "BSNL Tunes" means the Personalized Ring Back Tone (PRBT) services. BSNL TUNES is a subscriber feature which provides a subscriber the capability/ flexibility to customize the ring back tone by substituting the traditional ring back tone with an audio content. In other words, Personalized Ring Back Tone (BSNL TUNES) empowers the wireless and/or wire-line subscribers to play their favorite tune, sound, jingle, or phrase to incoming callers instead of legacy or the familiar "ring" tone.
25. **"MY TUNE"** mean Reverse Ring back Tone (RRBT) service feature. MY TUNE is a subscriber feature which provides a subscriber the capability/flexibility to customize the ring back tone by substituting the traditional dialing tone with an audio content. In other words, Revers Ring back Tone (My Tune) empowers the wireless and/or wire line subscribers to play their favorite tune, sound, jingle phrase to themselves.
26. For CMTS-"IN" means the **Intelligent Network** platform of BSNL, which is part of GSM/CDMA. The objective of the Intelligent Network is to allow the inclusion of additional capabilities to facilitate provisioning of service, independent of the service/ network implementation in a multi vendor environment. The service implementation independence allows the service providers to define their own services independent of the service specific developments by the equipment vendors. The Network

implementation independence allows the network operators to allocate functionality & resources within their networks and to efficiently manage their networks independent of network implementation specific developments by the equipment vendors.

For PSTN BSNL TUNES provisioning:- IN intelligent network is to be deployed by M/s ---
----- in each circle for BSNL TUNES implementation.

27. **"Services"** or **"Service"** mean the BSNL Tunes.
28. **"USSD"**: Unstructured Supplementary Services Data. Service channel added for provision of RBT services specific to GSM subscribers of BSNL
29. **Cost of content/ service**: The share of End user price which is to be given to ---
----- as cost of content/ service.

SERVICES

- 1.1 The services initially agreed to be provided are the BSNL Tunes. However, any additional services can be added subsequently on mutually agreed terms basis.
- 1.2 BSNL may arrange for the content /content libraries uploaded on its own server(s), the access to which shall be facilitated by ----- and for which no cost of content/ service will be payable to -----.
- 1.3 ----- shall extend the latest content for the Services agreed upon in this Agreement without any discr-----nation vis-à-vis other licensed Cellular service provider(s) to whom ----- may be providing s-----lar services.
- 1.4 ----- shall also be responsible for evolving the services in tune with the changing tastes & preferences of the subscribers, changing market scenario. ----- shall have the right to add/ remove/ update content items, Content Packages and content subscriptions to/from the respective list and Portal by providing updated lists. In doing so, ----- shall keep BSNL informed by giving 15 days written notice.
- 1.5 The Content refreshment cycle for most of the categories is agreed as weekly. However, if multiple Movie releases or an album releases occur simultaneously then the updation/ refreshment schedule shall be twice within a week or as per BSNL requirements. This will include the addition of new features in the services, addition of new items under different categories of services and/or imparting new look & feel to the existing services.
- 1.6 BSNL reserves the right to suspend the services wherever and whenever BSNL is convinced that the content is outdated/ obscene/ offending to the feelings of any religion or community or sect or against the Law or un-satisfactorily responsive. (BSNL and ----- on a regular basis review the content to ensure compliance with applicable Indian laws and the same is not outdated/ obscene/ offending to the religion, community or sect or violating any copy rights/intellectual property rights of any third party.

BSNL TUNES Service Features

A. BSNL TUNES Configuration

All approved and existing BSNL Tunes & features as mutually agreed upon by BSNL and ----- shall be launched for the GSM, CDMA & PSTN subscribers ofZones. Any new feature/application that will help improve penetration and uptake the services will be launched based on mutual consent and information.

System Default

After a user successfully signs up for the BSNL TUNES service, the system default setting will be automatically assigned with a classical music or any other content that the user prefers. The system default ring-back tone is played when a user has the BSNL TUNES service activated in the HLR or exchanges but not in the BSNL TUNES player.

User Default

When a user successfully signs up for the BSNL TUNES service, the user default setting will be automatically assigned with a classical music or any other content that the user prefers. The user default RBT is managed in the user's personal profile folder and plays for the majority of callers with the lo.....priority compared with other BSNL TUNESs such as Time, Caller ID, etc. The user default RBT will be applied to caller who has not indicated any option.

Caller ID

A BSNL TUNES subscriber can designate each caller id for specific RBT. This Caller ID based RBT can be managed in the user's personal profile folder, that plays for a particular calling party number.

Group

This feature will support group settings such as friend, family and romantic. A unique calling party number will be assigned to only one of these groups.

Time

BSNL TUNES service provides "Hourly settings" feature. "Hourly settings" is configurable from a starting hour to an ending hour within 24 hour per day base with the unit of 1hour. All callers who do not belong to any specific group settings can hear a music ring-back tone assigned to this group.

Time of day options will include a start and end time on the same day or on a different day. It can be used to play one ring-back tone during business hours and another during personal hours.

Date

BSNL TUNES service provides "Special occasion settings" feature such as someone's vocation, birthday or anniversary. Date option will include definition of a start and end day and well as start and end time. This feature will also support definition of weekends versus weekdays and system defined holidays. It can be used to play a Ring Back Tune during a vacation period or on a weekend and combined with time of day options. Special occasions settings is based on

group settings which means someone in a certain group can hear special music rings on special date.

Day of Week

This feature is similar to Date BSNL TUNES, which provides specific RBT settings for day of week, such as Monday, Tuesday, etc.

Shuffle Play (Juke Box)

This feature supports a BSNL TUNES user to configure two or more RBT contents in the personal folder allowing these RBT contents to play randomly or sequentially. In result, this feature makes possible for a BSNL TUNES user to change automatically the ring-back tones for a caller, groups of callers in random or sequential fashion. Ring-back tones are typically grouped into folder category for shuffle playback. A BSNL TUNES service user can set shuffle play options with certain calling party numbers and/or group of calling party numbers.

B. BSNL TUNES Personalization

Profile

BSNL TUNES solution provides each BSNL TUNES user with the personal profile in which all configuration information for BSNL TUNES service is shown and the subscriber can change or set BSNL TUNES.

My Storage/Album

BSNL TUNES solution provides the personal storage mechanism, i.e., Album, to store all the purchased or gifted BSNL TUNES contents, as shown below for example. The Album will contain the entire music rings that the BSNL TUNES subscriber has paid. Thus, BSNL TUNES subscriber will be able to use these music rings to re-use to be played and to modify his/her profile at their will. This folder also contains the ownership rights and playback options for each piece of content contained in this folder. User may review and listen to content and change playback options to personalize the service.

When ring-back tone content is purchased, they can be directly assigned to a specific category (ex, default, time-based and etc.) or can be stored in the individual folder for service personalization. In any case, the purchased contents will be stored for later use. The number of contents to be stored in the folder and the way to manage the personal folder and service personalization will be defined with BSNL's service requirements

Recording (Tailoring)

This feature provides a BSNL TUNES subscriber with recording or tailoring tool. A recorded or tailored ring-back tone by a BSNL TUNES user is also placed into the personal profile or storage by following the content purchase process. On this feature, the recording can be full clips, or it can be partial and added to normal ring-back tone clip into BSNL TUNES plus feature such as Custom RBT introduction. The recorded or tailored RBT content can also be used by the MT service, MO service, music box, time-based, caller-ID, anniversary and gift service This feature is supported typically through the IVR.

C. BSNL TUNES Provisioning

Subscription/ Termination/ Suspension

BSNL TUNES solution provides the provisioning feature of Subscription, termination and suspension for BSNL TUNES service. Provisioning refers to setting up a user within the billing

system, propagation of data to the network elements that support the mobile terminal devices and PSTN related equipment.

Users can be provisioned with BSNL TUNES service through request submission to BSNL. Users will also be able to self-provision through the sign-up interface in Web, WAP, SMS and IVR. After the subscription process, system or user default RBT will be provided.

D. BSNL TUNES Purchasing

BSNL TUNES Categorization/Navigation

BSNL TUNES service will be available under various categories in user interface such as Web, WAP, IVR, SMS, etc which user can navigate and select his/her preferred RBT content.

Search

BSNL TUNES solution will provide users with BSNL TUNES search content by song name, artist name, etc.

Pre-Listening

BSNL TUNES solution will support pre-listening of BSNL TUNES content prior to selection, purchase and configuration.

Buy

BSNL TUNES service user can select and buy BSNL TUNES content via all access channels (Web, WAP, SMS and IVR). BSNL TUNES system will support various purchasing methods like prepaid, postpaid, credit card, etc.

Gift

On this feature, a user (subscriber or not) can send a BSNL TUNES content to other user as a gift. The giver will be charged for the gift regardless of whether the receiver accepts it or not. The user will receive a SMS notifying him of the gift and he can acknowledge receiving the gift by replying to the SMS. The target user need to be the subscriber of this service. However, Gifting will not affect the configuration of the target user's BSNL TUNES service.

Copy & Buy

BSNL TUNES solution shall have a "Copy and Buy" feature. On this feature, a user can select an audio track used by another user, by simply entering the other user's mobile number.

Short-code Purchase

BSNL TUNES service user can purchase BSNL TUNES content by short-code of BSNL TUNES contents list. BSNL shall publish the BSNL TUNES contents list, such as TOP 10 list, via various channels. The user may read short-code in TOP 10 list (each short code is corresponding to individual RBT content of TOP 10 list) and then purchase RBT content via this short-code.

SMS Alias Purchase

User can purchase RBT content by using BSNL TUNES contents list through SMS instead of a numeric ID.

E. Optional features

RBT Overlay

To prevent unfamiliar behaviour for BSNL TUNES service initially, BSNL TUNES solution shall support RBT overlay feature over normal ring back tone. A ring-back tone with the legacy ring-back tone added to the foreground or background. Options include defining either the ring-back tone or the legacy ring-back tone as background which plays at a lower volume. This feature aids in recognition and acceptance of the service and helps to prevent caller hang-up. The overlay feature can be added or removed from individual ring-back tone via the personal profile.

Custom BSNL TUNES Introduction

This feature is a short user recorded voice greeting that plays at the beginning of the ring-back tone and helps to introduce the service to callers. The maximum length of this pre-recorded greeting is set at the system level. This feature is supported typically through the IVR or Web.

BSNL TUNES system provides a “Personalized Greeting Feature” using custom recording and concatenation functionality of IVR. And also, Web interface provides recording tool for the personalized greeting.

Block List

Some callers don't like hearing BSNL TUNES clip because they are used to hear normal ringback tone. For these kinds of callers, Subscriber can set them up as Block List so that they can hear normal ringback tone.

Biz (Corporate) Ring

BSNL TUNES solution can be used for Enterprise. To promote the vision, identity, customer relationship as well as products, BSNL TUNES can be one of most powerful and effective advertisement method. It is also another revenue source for carrier/service provide, not only from current personal BSNL TUNES.

Multi-Language

RBT service are typically language agnostic. Language preference may be set during the subscription signup process and affects the delivery of Web, IVR, WAP, SMS and WEB interfaces according to user's language preference.

F. New additional Features:-

Express copier on Multi model: Normally by dialing specific Short Code a customer has to go via many categories viz. languages selection etc. however in this feature customer can have direct access to the desired languages/categories. This is very useful for event promotion like Durgapuja, Diwali, when the customer can directly dial to that category for special songs.

Copy Song of the Day: customer dials toll free number from his mobile number. One most popular song (which is song of the day) is played. By simply pressing * & 9 the song can be copied by the customer to his mobile number from specified mobile numbers. Customer will be able to select the song without paying IVR charges.

Song text search: subscribers can send initial few words of the “song name” or Movie Name” to toll free Short Code. The system will perform a phonetic search for all the songs starting from these words and send back an SMS listing approx. 4 to 5 songs along with response key no. to

select the song/tune replying with the key number will set the song as caller tune. This is very effective and inexpensive way to get the song code.

M-search on Voice: It is easier way to search a song. Customer has to either know movie name or song name. Customer can dial specific Short Code and say either movie name or song name. The IVR will play the best possible matches so that it can be set as BSNL tune.

RBT influencer: This is a loyalty program to acknowledge & award subscribers who have been & are influencing other BSNL subscribers into copying their BSNL tune.

Social RBT: Profiling of existing BSNL TUNES subscriber will be done by the system, and based on the profile, promotions will be done within his/her social network promoting BSNL TUNES service. This expects to improve the song selection frequency as well as to build the penetration among the non BSNL TUNES Users.

Interactive song selection: is the process for increasing the song download counts for subscriber. Personalization of a BSNL Tune service is done for the subscriber based on his/her usage history of BSNL Tune (RBT) service. The BSNL TUNES system analyzes and educates the subscriber to select one of the suggested songs as the BSNL Tune (RBT).

Reverse RBT: Reverse Ring Back Tone allows the subscriber to personalise tone for every individual caller and can co-exist with RBT. RBT profile may over-ride Reverse RBT if called party is in-network. Reverse RBT may over-ride RBT, if called party is out of network. It may also take precedence, if in-network called party has set a specific tune for the caller.

RBT Handset Client for choosing the song of customers' choice: It is a user driven storefront for RBT. Main features of this product include Category browsing, Our Pick, Content Search, Subscription & Song download on all major phones,

Name tunes (Welcome tune using own name as PRBT): In this service, the user can choose his/her name as his RBT. User name will be played as welcome tune like RBT when he/she receives a call. The user shall send SMS opting for this service whereupon he/she shall get option of names available in the system to choose from. Based on his/her selection, personalized Name Tune will get activated.

New additional Features

- RBT LIKES, Prayer RBT, Contest RBT, Pay per Use Charging (PPU), Social RBT, Emotion PRBT. Search on Voice, Search on Text, Corporate Tunes, Ad RBT, Reverse RBT

ANNEXURE-IV-A

CHARGES FOR INFRASTRUCTURE/ SPACE FOR HOSTING

1. BSNL will provide hosting space to ----- inside its own premises subject to availability of space. The availability of space will be decided by the concerned Zonal Incharge. The decision of BSNL authorities in this regard shall be final.
2. Co-location facility in BSNL premises will be extended to ----- subject to feasibility & payment of requisite infrastructure charges. The space for infrastructure required in such cases shall be provided by BSNL as per the requirement justified by the -----
The word infrastructure means electricity/ power/ space/ air-conditioning and connectivity (E1s).
3. Infrastructure charges will be applicable as per infrastructure charge policy of BSNL amended from time to time.
4. As per existing policy of BSNL the infrastructure charges are as follows:

Power	Infrastructure/Space Charges (Per Annum)
Upto 2 KW	Rs. 3.5 Lakh
Between 2KW – 5KW	Rs. 6.5 Lakh per site/ deployment
Additional slabs of 5 KW (5-10, 10-15 etc.)	1.25 times the power consumption charges taking highest power of the slab and @ Rs.10/- per unit (1 KW) for 24 hrs a day for 365 days a year.
35 KVA	Rs. 38 Lakhs

Although the Infrastructure charges have been given above for power above 5 KW also but such cases will be dealt on 'case to case' basis and as per the prevailing policy at that time.