

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

No. MHCO-EBMH/19(16)/1/2021-O/o PGM(EBMH)

Dated at Mumbai 27.09.2021

Expression of Interest (Open Ended)

For

“Empanelment of National/ Circle/ Partner Promotion Franchisees

For Cloud based PABX/UC Services”

On Non-Exclusive and Revenue Share Basis

(EB-MH, BSNL Circle Office, Mumbai)

Introduction

BSNL is one of the top Telecom Service Provider Company in India, which is currently operating its 2G & 3G Cellular Mobile services across the Nation except in Delhi & Mumbai and has a subscriber base of more than 123 million. BSNL has installed Quality Telecom Network in the country & is now focusing on improvement & expansion of the network, introduction of the new telecom services with ICT applications in villages & winning customer's confidence.

BSNL is providing Telecommunication Services to enterprise customers such as Government Organisations, Public Sector undertakings, MNC's, Corporate, Hotels and Housing societies and all other important customers (CIC's) through the provision of Voice & Data PABX at their premises on a rental cum usage charge basis. Such services are being provided under the Empanelment of National & Circle level Franchisee under "Open Policy on Free PABX" of BSNL (No. BSNL/EB-II/PABX/2016).

With the advancement of technologies, enterprise customers prefer to use the cloud based PABX/Unified Communications (UC) services without the burden of on-premises hardware and with availability of voice, video, and data with mobility. Along with this, the Micro & small business segment (MSME) in the country prefer such services as they have very small premises and a largely mobile workforce. The public sector especially in the semi urban and rural India, presents yet another major opportunity for the cloud based/virtual PBX solutions.

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

Proposals are, therefore, invited from interested and eligible companies to become partner for providing Cloud based PABX Service to BSNL customers on non-exclusive and revenue sharing basis. The proposal for National level , complete in all respect, addressed to Principal General Manager (NB), First Floor, Bharat Sanchar Bhawan, HC Mathur Lane, Janpath, New Delhi-110001 and proposal for Circle level /Partner level/Startup--Empanelment addressed to General Manager(EB-MH) ,Fifth Floor ,B-wing,Juhu Tara Road, Santacruz-West ,Pin-400054 , can be submitted on any working day. BSNL will scrutinize such proposal and will empanelled in BSNL for providing **Cloud based PABX Service** to BSNL Customers. BSNL reserves the right to reject any proposal without assigning any reason.

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

1. Eligibility Criteria

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

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

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

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

- b. The company or its parent company should have a minimum average annual turnover of Rupees 1.5 Crores during the last 3 financial years. The company will have to submit copies of Balance Sheets and Turnover certificates issued by the company's Auditors/ CAs to this effect.
- c. The company should have an experience of Supply / Installation / Sales & Services / operations & maintenance of cloud based PABX for minimum 100 Enterprises Customers through licensed Telecom Service Providers/Carriers/Operators in India.

OR

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

OR

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

OR

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

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

- d. The Company should not be a Licensed Telecom Service Provider/ISP/USP for any of the Telecom Services in India.
- e. The Company shall be required to submit a non-refundable empanelment fee of Rs.2 lakhs plus 18% GST along with the proposal in the form of DD in favour of Accounts Officer (Cash), BSNL, New Delhi.

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

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

OR

The company should have an experience of Supply / Installation / Sales & Services / operations & maintenance of minimum 900 Cloud PABX end-

points, through licensed Telecom Service Providers/Carriers/Operators anywhere in India.

OR

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

OR

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

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

- d. The Company shall not be a Licensed Telecom Service Provider/ISP/USP for any of the Telecom Services in India.
- e. The company will be required to submit a non-refundable empanelment fee of Rs.1 lakh plus 18% GST along with the proposal in the form of DD in favour of Accounts Officer (Cash), BSNL MH Circle.

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

- a. The bidder should be a registered company incorporated under the Indian Companies Act, 1956/2013. Partnership / Proprietorship firm/Startup duly incorporated in India, under the relevant law will also be made eligible to participate in the EOI.
- b. The company or its parent company should have a minimum average annual turnover of Rupees 0.5 Crore, during the last 3 financial years. The company will have to submit balance sheets and Turnover certificates issued by the company's Auditors/ CAs to this effect.
- c. The company should have prior experience of supply, installation and commissioning of SAAS/IT applications to minimum of 3 Corporate customers including Govt. Deptt./organisation, PSU & ULBs. (The Project completion certificates or experience certificates along with copies of Work Orders/ Contracts/ Agreements from the Client/ Owner to be submitted).

OR

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

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

- d. The company should not be a Licensed Telecom Service Provider/ISP/USP for any of the Telecom Services in India.
- e. The company will be required to submit a non-refundable empanelment fee of Rs.1 lakh plus 18% GST along with the proposal in the form of DD in favour of Accounts Officer (Cash), BSNL of respective Circle.
- f. Empanelment of such Franchisees will be only in one Circle of his choice.
- g. Empanelment of such Franchisees will be only for 15 months [first 3 months(maximum) for testing, validation, installation/integration of franchisees' equipment with BSNL network/POC and next 12 months (from the date of go-live) for service]from the date of signing of Agreement.
- h. Further renewal of Agreement in existing Circle / new empanelment in other Circles will be considered only after achievement of minimum annual commitment/target revenue or on achieving minimum experience conditions as defined for Circle level empanelment. However, if such franchisees are able to achieve 50% of the experience condition defined for circle level empanelment i.e. if they achieve minimum 15 cloud based PABX enterprise customers or minimum 450 cloud PABX end points, during the agreement period of one year, then such franchisees shall be allowed for empanelment in two more circles of their choice.

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

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

3.0 Salient Functionalities/Features of Cloud PABX service/platform

- 3.1 The following services shall be supported through mobile App, PC App and web browsers:
 - 1. Voice / VoIP Calling
 - 2. Audio, web, and video conferencing
 - 3. Instant message, chat and RCS

4. Call recording
5. Voicemail and Voicemail to email
6. Create and Manage multilingual Auto Attendants / Virtual receptionist
7. Multilingual Personalised Multilevel IVRS
8. Call hooks/API's for enterprise CRM integration
9. SMS alerts for service
10. Personalized Dashboard
11. Integrated App for Android, IOS for mobile and Windows(32 bits & 64 bits), Linux(.DEB) (.RPM), Mac (Intel Chip) (Mac M1 Chip) for Personal Computers/Laptops
12. Basic Telephony and Supplementary services :
 - 12.1. Auto Call back
 - 12.2. Call Transfer
 - 12.3. Call Forwarding Always
 - 12.4. Call Forwarding Busy
 - 12.5. Call Forwarding No Answer
 - 12.6. Call forwarding Immediate
 - 12.7. Call Forwarding Selective (Not reachable & not registered)
 - 12.8. Call forwarding based on line and Time
 - 12.9. Call Hold (Flash Call Hold)
 - 12.10. Call Notify
 - 12.11. Call Return
 - 12.12. Call Trace - Customer Originated Trace
 - 12.13. Call Waiting
 - 12.14. Cancel Call Waiting Persistent
 - 12.15. Cancel Call Waiting per Call
 - 12.16. Consultation Hold
 - 12.17. Extension Dialling
 - 12.18. Last Number Redial
 - 12.19. Malicious Call Trace / Malicious Call Identification (MCI)
 - 12.20. Speed Dial
 - 12.21. I/C call only line(Operator defined Time based)
 - 12.22. O/G call only line(Operator defined Time based)
 - 12.23. O/G Call Restriction Service(Operator and subscriber defined Destination and time)
 - 12.24. I/C Call Restriction Service(Operator and subscriber defined Origination and time)
 - 12.25. Configurable Feature Codes
 - 12.26. Configurable Feature Codes Prefix
 - 12.27. Multi telephone number

- 12.28. Calling Line Identification – Presentation (CLIP)
 - 12.29. Parallel, Sequential, Priority, Designated Ringing
 - 12.30. Calling Line Identification on Call Waiting
 - 12.31. Selection Call Acceptance
 - 12.32. Per Call CLIP
 - 12.33. Anonymous call/Communication Register
 - 12.34. Message Waiting indication
 - 12.35. CRBT/PRBT
 - 12.36. Address book
 - 12.37. Click to call
- 3.2 All the above services features will be modified / supplemented to include latest services in line with customer preferences, market demands and in accordance to BSNL requirements from time to time.

4.0 The important features of the scheme

4.1 Franchisee Roles and Responsibility:

- a. Franchisee shall supply, install and maintain all the required hardware not limited to Servers, Storage, Firewall, Router/Switch, Load balancer, access SBC, licensed software, racks, patch panels, patch cables, power cables, media convertors, installation materials etc as per the site requirement.
- b. All equipments, chassis, cards, ports, power supply units, fan units etc including entire setup shall be in redundancy mode to avoid Single Point of Failure.
- c. As the service is delivered over internet Layer 3 to 7 Firewall, GeoIP filter and Access SBC shall be part of franchisee system.
- d. The Franchisee will host EPABX software solution at BSNL location or on BSNL cloud (provided through BSNL's IDC partner).
- e. BSNL has NGN Huawei Cores and UTStarcom Cores spread across India and each core caters specific Telecom Circles in their zones. Franchisee system shall be capable of registering the SIP Trunk to different NGN Cores based on number series belonging to that NGN core over the same optical / electrical GE interfaces. Customers with number series belonging to a specific core shall be registered in that core and all calls of that customer will be handled by that specific core.
- f. Franchisee shall complete all the formalities for availing IPv4 Public address and comply with regulatory and Legal Enforcement Agency requirements.
- g. Franchisee system shall support all call flows as per SIP and RTP RFCs in compliance to 3GPP and TISPAN IMS standards.
- h. BSNL shall be providing fixed line number levels to the customer based on the enterprise customer location as per National Numbering Plan.

- i. Only normal voice call handling shall be supported by BSNL and franchisee system shall extend all other features including voice value added service through their system.
- j. Only PCMA/PCMU voice codec, in-band DTMF over PCMA/PCMU and T.38 over PCMA/PCMU shall be supported over backhaul SIP Trunk provided to franchisee system.
- k. All SIP, RTP, application, network etc related security at franchisee system and between customer and franchisee system needs to be taken care by franchisee. SIP over TLS and Secured RTP shall be implemented for communication between customers and franchisee system.
- l. Franchisee shall terminate SIP over TLS, Secured RTP, or IPSec from customer on their system and send only clear SIP / RTP traffic towards BSNL over backhaul SIP Trunk.
- m. Franchisee app and system shall support ICE and STUN.
- n. Enterprise customer shall register to cloud PBX through App/SIP Phones over internet with Static IPv4 address.
- o. App to App calls are allowed only within the enterprise PBX group. That is only enterprise intra calls.
- p. Franchisee shall not switch any calls directly through their system except intra enterprise PBX calls.
- q. Inter enterprise PBX calls, calls to PLMN, PSTN and ISD calls shall be routed only through BSNL SIP Trunk. Franchisee shall ensure that these calls are originated by customer app from the location where service is availed by binding customer app registration to the customer static IP address in compliance to fixed line regulatory guidelines.
- r. Franchisee system shall be integrated with SMSC over SMPP/appropriate protocol and DND server for bulk SMS and SMS notification service. Bulk SMS, SMS notifications for missed calls, busy status etc shall be handled by franchisee system.
- s. Franchisee system shall be capable of generating CDRs for all the services and periodically send the raw un-tampered CDRs to BSNL.
- t. Prepaid service if implemented at franchisee end, the Online Charging System (OCS) needs to be integration with NGN and CDR system. OCS system shall be under BSNL control and recharges shall be allowed only through BSNL authorized portal/C-Top up system.
- u. Lawful Interception provisioning needs to be made available in the franchisee system for all services other than voice calls that are switched through BSNL NGN.
- v. Franchisee Cloud PBX system shall support multi tenancy and clear isolation of all policies, services, data etc of each customer on cloud system.

- w. The franchisee system shall have provision for network monitoring, resource utilization, provisioning APIs, management GUI and traffic report of all services.
- x. Since service is delivered through cloud, possibility of patching calls from anywhere and with modified CLI even international calls can be routed as local call in violation to regulatory norms. Bypass of licensed International Long Distance Operator (ILDO) and Notional Long Distance Operator (NLD0) jurisdiction should not take place. Franchisee shall be sole responsible for any such instance and its outcome.
- y. All CDRs, access log, configurations of cloud PBX and routing tables shall be made available on demand from Authority/Law Enforcing Agencies. In all cases, CDRs/UDRs/System logs, etc shall be maintained as per standing instructions on the subject.
- z. Franchisee shall not engage in the provision of any services, Telecom service directly or through other TSP bypass BSNL.
- aa. Franchisee shall utilize the infrastructure, resources, Internet Lease Line (ILL), SIP Trunk etc provided by BSNL only for extended the service envisaged in this document and as per the agreement.
- bb. Franchisee shall be sole responsible for any misuse, hijack, security breaches, attacks etc. through the SIP Trunk and shall be liable to all regulatory and financial implications arising out of such instance.
- cc. BSNL shall provide ISD facility to the customer availing the services. Restricting ISD service to a specific extension within the customer organization shall be taken care by franchisee system.
- dd. Franchisee shall demonstrate all the envisaged services in this document by integrating the complete cloud PBX system with NGN and CDR system before launch of the services. The franchisee system for PoC shall include all the deliverables delineated above not limiting only to cloud PBX software and app.

4.2 BSNL Roles and Responsibilities

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

- b. BSNL shall extend SIP Trunk and Internet Lease Line through optical or electrical GE interfaces from PE routers to the franchisee equipment installed in BSNL IDC or BSNL location.
- c. SIP Trunk backhaul shall be on MPLS Gold Class VPN and Internet Lease Line on 1:1.
- d. BSNL shall provide SIP Trunk with concurrent channels equals to cumulative working customers committed concurrent channels (CC) and call admission per second (CAPs) as per prevailing tariff policy. Committed concurrent channels requirement shall be part of every commercial plan. Existing infrastructure do not support elastic SIP Trunk.
- e. Internet Lease Line with initial bandwidth of 10 Mbps shall be provided with static IPv4 address. The bandwidth shall be augmented in steps of 10 Mbps based on utilization reaching 85% of existing bandwidth.
- f. BSNL shall provide basic ACL based firewall protection to the Franchisee system installed in NGN Core / BSNL IDC.
- g. BSNL shall provide limited IPv4 Public address for customer registration to franchisee system and pool of IPv4 Private for integration with BSNL NGN.
- h. BSNL shall not provide any access/API's to number portability server for a dip by franchise server as MNP dipping for the calls shall be done by BSNL hence not required at franchisees end.
- i. ISD facility shall be enabled only on the customer specific SIP Trunk DIDs availing the service on prevailing commercials.
- j. Work order creation/closure/modification, service provisioning/closure/modification, CDR handling, billing shall be through ITPC CDR System and existing process/flow shall be maintained.
- k. ITPC CDR System shall fetch CDRs from franchisee system on regular intervals for all the services provided by the franchisees, rate the CDRs and bill the customers.
- l. Issuance of customer bills, customer payment collections and revenue share modalities shall be as per the existing process in the CDR system.

- m. BSNL shall provide server with limited storage for PoC purely on need and technical feasibility basis along with SIP Trunk of 10 concurrent channels and 10 DIDs.
- n. POC testing shall be carried out as per the test cases finalized in consultation with franchisee by the BSNL.
- o. BSNL shall provide FTTH/ILL connection with static IPv4 address and required bandwidth to enterprise customer on commercial basis. If BSNL FTTH/ILL is not feasible customer may have other ISP fibre connection with required bandwidth and static IPv4 address.

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

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

5.0 General Terms and Condition:

- a. EOI will be open-ended and empanelment of Franchisees will be on non-exclusive basis.
- b. The Company empanelled as National level Franchisee shall be allowed to choose any one Circle as Nodal for Service Integration, payment of Infra charges and payment settlement etc.
- c. While offering the services under this Agreement, the Company shall be totally bound and obliged to comply with all applicable laws, norms and directions issued time to time by the Regulator (TRAI) or the Licensor (DOT) or Govt. of India or BSNL and any new condition/ direction/ amendment/ stipulation which may be brought in force by the Regulator/ Licensor/ Govt. of India/BSNL subsequent to the execution of this agreement. All such conditions/ directions/ amendments/ stipulation should be deemed to be automatically included in this agreement.
- d. The Franchisee shall ensure the Quality of Service (QoS) as prescribed by TRAI (Regulator) time-to-time. The Franchisee shall operate and maintain its Network conforming to Quality of Service standards subject to such other directions as the competent authority may give time to time and shall also adhere to such QoS standards and provide timely information as required therein.
- e. The Franchisee shall be responsive to the complaints lodged by BSNL. He shall rectify the anomalies within the specified MTTR and maintain the history sheets for each installation, statistics & analysis on the overall maintenance status and the same shall be made available to BSNL at desired intervals in prescribed format/ Performa.

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

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

- a. An Agreement will be signed between the BSNL and PABX Franchisee for providing agreed services, within one month after empanelment as a cloud based PABX Franchisee. From BSNL side, NB Cell, BSNL Corporate Office New Delhi will sign the agreement for national level empanelment and MH Telecom circle will sign the agreement for, Circle level and partner development/startup level empanelment.
- b. The initial period of agreement will of three years for national and circle level franchisee. However, considering the fact that Franchisees may take about 2-3 months for installation of equipment and integration with BSNL network, initial period of Agreement will be for 39 months [first 3 months (maximum) is for testing, validation, installation/integration of franchisees' equipment with BSNL network and next 36 months (from the date of go-live) is for service].
- c. Maximum period of subsequent renewals will of 3 years depending upon the performance of the Franchisee i.e., BSNL may renew the agreement for 1 year or 2 year or for 3 years, depending upon the performance of the Franchisee. In this regard, decision of BSNL will be final and binding on the Franchisee.
- d. For partner development/startup franchisees, the initial period of agreement will of one year. However, considering the fact that Franchisees may take about 2-3 months for installation of equipment and integration with BSNL network, initial period of Agreement will be for 15 months [first 3 months (maximum) is for testing, validation, installation/integration of franchisees' equipment with BSNL network and next 12 months (from the date of go-live) is for service]. Further renewal of Agreement in existing Circle / new empanelment in other Circles will be considered only after achievement of minimum annual commitment/target revenue or on achieving minimum experience conditions as defined for Circle level empanelment.
- e. The agreement may not be considered to further renewal if it is found that Franchisee has not been able to meet even 50% of the annual revenue commitment during

agreement period. In this regard, decision of BSNL will be final and binding on the Franchisee.

- f. Franchisee will have to re-submit the required documents in support of his renewal along with fresh/extended PBG and will sign the renewal agreement within 30 days of the expiry of the agreement and will have to maintain continuity of the service during such period.
- g. In case of non-receipt of the documents from Franchisee within 30 days of the expiry of the agreement, then BSNL reserves the right to take necessary action for closure of the agreement and the resources (software and hardware) provided by the Franchisees will be taken over by BSNL for the continuity of service to the customer. No revenue share shall be paid to Franchisees after expiry of the period of agreement, even if the connectivity continues/ services are maintained.

7.0 Exit Clause

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

8.0 Performance Bank Guarantee (PBG):

- a. The PBG shall be issued by Scheduled Bank (as per RBI guidelines).
- b. **National level** - The Franchisee shall furnish an initial Performance Bank Guarantee of Rupees 10 lakhs (Rupees Ten Lakhs only in words), initially, towards due observance of the terms and conditions of this agreement. PBG will be reviewed upward annually so as to keep the minimum PBG (rounded of in lakhs) equal to 5% of annual revenue from the services during immediately preceding year or Rs.10 lakhs, whichever is higher. [e.g., PBG will be reviewed at the beginning of 2nd year on the basis of total revenue in first year and if 5% of total revenue is higher than Rs.10 Lakhs, the Franchisee shall submit revised/additional PBG to make the total PBG equal to 5% of annual revenue).
- c. **Circle level and Partner Development Empanelment:** The Franchisee shall furnish a Performance Bank Guarantee of Rs.2 lakhs (Rupees Two lakhs, in words), initially, towards due observance of the terms and conditions of this agreement. PBG will be reviewed upward annually so as to keep the minimum PBG (rounded of in lakhs) equal to 5% of annual revenue from services or Rs.2 lakhs, whichever is higher.
- d. Without prejudice to its rights or any other remedy, BSNL may encash the PBG in case of any breach in terms and conditions of the Revenue Share agreement by Franchisee or in case of business loss suffered by BSNL due to poor quality of services like frequent failure, delayed response, etc. on part of Franchisee.
- e. This Performance Bank Guarantee shall be valid initially for the period of Thirty-Nine Months (agreement period) plus 6 months which will be extendable as per Agreement renewals.
- f. Franchisee will submit the revised PBG in case his PBG of a part of PBG is forfeited due any default under this EOI.

9.0 Revenue Share and Payment Terms:

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

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

- b. Payment of revenue share shall be made on monthly basis to the Franchisees on receipt of the Invoice. Franchisees shall submit the Circle wise invoices (in compliance with GST) to the officer nominated by CGM of the Nodal Circle.
- c. Revenue share to Franchisee shall be calculated after deducting License Fee (presently 8%), any other fees/levies, if any, payable to Govt and discounts on tariff, if any, given to the customers and will be on realized revenue, only (ie after the payment is received from customer to BSNL).
- d. The payment mechanisms/processes will be same as followed for existing EPABX policy/franchise (which is evolved for seamless process, time to time).
- e. Tariff and revenue share for all other services / features, not specifically described in this EOI shall be decided on case to case basis.

10.0 Business Acquisition and Allocation

- a. Customers/business acquired by the Cloud PABX franchisees directly on their respective PABX platform hosted on the cloud, will go to the respective Cloud PABX franchisees.
- b. Customers/business acquired by BSNL, will be allocated between the different franchisees on H1 basis. The BSNL Circle, who acquires the business, will call for sealed quotes (only for the Services which are in 40:60 revenue share) from National Franchisees and Circle Franchisees in that Circle, to offer additional revenue share to BSNL[in (plus) percentage over and above the minimum 40% revenue share of BSNL as per revenue share table above]. Business garnered by BSNL will be allocated to the Franchisee offering maximum revenue share for that specific business opportunity/deal.
- c. In case any Franchisee assists or coordinates with the customer to nurture the business in the name of BSNL, that Franchisee will be given a choice by way of providing "First Right of Refusal" at the H1 revenue share to BSNL, determined through sealed bid method (defined in previous para).

- d. If the incumbent Franchisee does not accept H1 offer, the work will be awarded to the Franchisee who quoted the H1 share. In case, the H1 Franchisee refuses to accept his own quoted share/rate, he shall be barred for one year (from the date of refusal) to participate in the above process of business allocation, along with other penal actions under empanelment. In such case, H2 shall be offered H1 share/rate and to execute the project/business, and so on.
- e. In case, Customer selects and recommends solution/services being offered by any specific Franchisee, in that case, that lead/business will be locked for that Franchisee.
- f. Additional business from an existing cloud PABX Customer will go to the Franchisee who is already providing services to that Customer.

11.0 Performance responsibility (Annual Targets) for Cloud PABX Partner

- a. Cloud PABX partner has to fulfill the annual business volume commitment of following value on which share is payable to BSNL:
 - i. Nation Level Franchisee: 50 Lakhs
 - ii. Circle Level Franchisee: 15 Lakhs per Circle.
 - iii. Franchisees empanelled under Partner Development: Rs.5 Lakhs for first one year and Rs.15 Lakhs at the time of renewable/migration/upgradation to regular Circle level Franchise after 12 month of service period.
- b. Above condition of Business commitment shall be backed with payment of Infrastructure Charges as per Para-12.0 below.

12.0 Infrastructure sharing and Connectivity Charges

- 12.1 As setup fee (one time only), Rs 2 lakh will be charged from cloud PABX partner for the testing, validation and integration to be done by BSNL.
- 12.2 EPABX software solution of Franchisee will be hosted in the equipment/server installed at BSNL location or on BSNL cloud (provided through BSNL's IDC partner).
- 12.3 In case Franchisee opts to install his equipment/server at BSNL location:
 - i. BSNL shall facilitate the cloud PABX partner with the required infrastructure (Space, Power, Air conditioning, connectivity) for free of charge for first year of services. The first year shall be counted from the date when integration testing has been successfully completed by BBNW Circle (NGN Cell) or 3 months from the date of Agreement, whichever is earlier.
 - ii. From second year onwards, Franchisee will be required to pay annual Infrastructure charges (plus GST) in Advance as per BSNL's co-location policy for BWSP's issued vide NWP-BS Cell vide letter no. 64-313/2019/NWP-BB/BBoWiFi dated 14.02.2019(Annexure-II) or Rs. 3 Lacs, whichever is higher.
 - iii. The Franchisees, who achieves the annual business volume commitment/target (as mentioned above) during the immediately preceding agreement year, will be exempted from the payment of the Infrastructure charges, in 2nd year and onward. In case, Franchisee fails to achieve the annual business volume commitment, the Franchisee shall have to pay proportionate Infrastructure charges which shall be equal to "Infrastructure charges (as worked out as per

clause-12.3.ii above) minus 60% of revenue share actually earned by BSNL from the services through Franchisee during immediately preceding year". E.g.:

Total Business done by Franchisee = Ra.5 Lakhs in 2nd year (i.e. Franchisee fails to achieve minimum business commitment)

Share received by BSNL = Rs. 2 lakhs

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

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

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

12.4 In case Franchisee opts for BSNL IDC based deployment:

- i. BSNL shall extend NGN-SIP core connectivity to the IDC site over secure MPLS networks connectivity of 20Mbps, which will be upgraded as per as per system requirement/as desired by the Franchisee.
- ii. The required MPLS connectivity will be free of charge for first year of services. The first year shall be counted from the date when integration testing has been successfully completed by BBNW Circle (NGN Cell) or 3 months from the date of Agreement, whichever is earlier.
- iii. From second year onwards, Franchisee will be required to pay annual MPLS charges in advance, as per BSNL's tariff prescribed vide BSNL's circular no. 120-4/2016-BP-Ent/MPLS-VPN/284 dated 16.11.2018 discounted by maximum discounting power delegated to Circle Heads, applicable at that point of time or Rs.3 Lacs, whichever is higher.
- iv. The Franchisees, who achieves the annual business volume commitment/target (as mentioned above) during the immediately preceding agreement year, will be exempted from the payment of the MPLS charges, in 2nd year and onward. In case, Franchisee fails to achieve the annual business volume commitment, the Franchisee shall have to pay proportionate MPLS charges which shall be equal to "MPLS charges (as worked out as per above Clause) minus 60% of revenue share actually earned by BSNL from the services through Franchisee during immediately preceding year". E.g.:
- a. Total Business done by Franchisee = Ra.5 Lakhs in 2nd year (i.e. Annual business commitment is not achieved by the Franchisee)
- b. Share received by BSNL = Rs. 2 lakhs
- c. Applicable MPLS Charges as per para-12.4.iii = 4.05 Lakhs
- d. Actual Infra Charges payable at the beginning of 3rd Year of Agreement = Rs.4.05 - Rs 1.2 lakh (60% of Rs 2 Lakhs) = Rs.2.85 lakhs
- v. If Franchisee achieves the minimum business commitment target in a year, still the BSNL's total share is less than the prescribed MPLS charges, worked out as

per clause 12.4.iii above, than Franchisee will be required to pay difference of MPLS Charges – share released/received by BSNL.

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

13.0 Tariffs to the customers

- a. The monthly tariff for the subscription will be as per the approved rate card by BSNL. The tariffs for the services offered shall be decided by BSNL from time to time.
- b. The tariffs to be levied shall comprise of the following components
 - i. One time subscription charges.
 - ii. Renewal of subscriptions.
 - iii. Additional usage, beyond the bundled minutes of usage as per the subscription.
 - iv. Additional extensions, DID etc to be charged as per the approved tariff card.

14.0 ARBITRATION, APPLICABLE LAW AND JURISDICTION:-

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

Where parties are unable to settle the disputes through conciliation, the same shall be referred to the authority in BSNL (CMD/CGM/GMTD, as the case may be) for referral of such disputes to a sole arbitrator (chosen from the name(s) provided by BSNL), to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof and any notification issued or rules made there under from time to time.

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

15.0 Indemnification:-

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

- Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party;
- Any breach of the terms and conditions in this Agreement by the PABX Franchisee;
- Any claim of any infringement of any intellectual property right or any other right of any third party or of law by the PABX Franchisee;
- Any claim made by any third party arising out of sale of the software as a service and arising in connection with faults in said software/ service.

- The PABX Franchisee shall comply with all the laws, directives, guidelines, etc of the land and shall be fully responsible for the same. They shall Indemnify BSNL for any liability arising out of non compliance of the same.

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

17.0 Submission of Proposal:-

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

**Asstt. General Manager (NB)
Bharat Sanchar Nigam Limited,
1ST Floor, Bharat Sanchar Bhawan,
Janpath, New Delhi- 110001**

- b. Interested and eligible Companies for empanelment at Circle level and Partner Promotion/Start-up Empanelment may submit their proposals along with all the requisite documents as per the EOI on any working day to EB Unit MH Telecom circle.

**General Manager(EB-MH)
Administrative Building
5th Floor B-Wing ,Juhu Tara Road
Santacruz-Mumbai-54**

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

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

ANNEXURE-I
FORMAT OF THE NON-DISCLOSURE UNDERTAKING

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

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

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

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

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

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