

**No: BSNLCO/VAS/Policy/2021/03**

**Bharat Sanchar Nigam Limited**  
(A Government of India Enterprises)

**Policy for Empanelment of System Integrator for Bulk Push SMS / Voice**

File No: BSNLCO-VAS1/11/1/2021-VAS-CM      Dated: July, 2021

BSNL is currently providing the wire line and wireless services across the nation to subscriber base of approx. 120 Millions Prepaid and Postpaid and 18 Millions PSTN subscriber. At present BSNL have 25 Million mobile data users and 7.7 Million landline broadband customers of different tariff plans.

A2P messaging is one of the most widely used messaging platforms, which has grown leaps and bounds over the last few years. It is prescient that this messaging service has immense potential to further grow in years to come. There are several Enterprises who want to send messages to their customers. These enterprises are known as Entities.

To further give impetus to generation of revenues through this service, it has been decided to empanel set of Application Service Providers (ASP) on non-exclusive basis for dissemination of A2P SMS.

Proposals are invited from interested and eligible companies for empanelment as Application Service Providers (ASP) on non-exclusive basis. Preference will be given to local ASPs. The eligible companies will act as an interface between Principal Entities and SMSC (BSNL or 3<sup>rd</sup> party SMSCs) and can offer the services to enterprise customers after entering into an agreement with BSNL for empanelment. The objective is to reach out to the enterprise customers who are willing to use A2P messaging platform for their businesses.

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

1. **Eligibility Conditions:**

1.1 The prospective ASP shall either be a company registered and incorporate in India under Companies Act, 1956/2013.

1.2 The company should have a minimum annual turnover (audited) of Rupees 1 Crore or equivalent during the last financial year in one of the following areas or any combination thereof,

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

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

1.3 Company shall comply with all the existing TRAI regulation especially TCCCPR Regulations 2018 as amended from time to time

1.4 The period of non-exclusive agreement shall be 36 months

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

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

- 2.1 Copy of the Article of Association & Memorandum of Association.
- 2.2 List of Directors including their names(s) and address(es) along with contact telephone numbers, DIN of each director & CIN of the company.
- 2.3 Certified True copy of Board's/Management's resolution in favor of authorized signatory.
- 2.4 Specimen signature of the authorized official duly attested by Company's/authorized signatory's Banker.
- 2.5 Latest audited Annual Report of the company, in case printed copy is not available then copy of the same duly certified by the Company Secretary/Director/Managing Director of the company.
- 2.6 Turnover certificate from the company's Auditors/ CA mentioning the field of turn over as required under the eligibility conditions.
- 2.7 Non-refundable Empanelment fees in the form of DD in the name of AO (Cash) BSNL New Delhi, required as per eligibility conditions.
- 2.8 Non-Disclosure Undertaking (NDU), duly notarized on non judicial stamp paper of Rs.50/- (NDA format enclosed).
- 2.9 Contact details i.e. Name, mail id, phone no., mobile no., fax no. of a responsible person for liaising in this matter.

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

3. **Scope of Work:**

- 3.1 ASP should have capability to provide end to end solutions to Entities. Company shall provide/enable SMPP, XML, HTTPS connectivity/ API support to Entities as desired by Entities.
- 3.2 ASP must be able to provide Entities with different types of reports such as delivery report, failure report with error code etc. as per the requirements of Entities.
- 3.3 ASP must have sufficient backup storage for data of client/ entities.
- 3.4 ASP must be compatible with clients/ Entities requirements and with end to end connectivity between BSNL DLT and Entity.
- 3.5 ASP will assist Entities in getting them registered on BSNL DLT platform. ASP shall have also to ensure that the Templates and Headers of Entities which are required for sending traffic gets registered on DLT in a time bound manner as per the mandates of regulation.
- 3.6 ASP will deploy their own application server/technology/Software i.e. ASP will not use borrowed application server/technology/Software from anyone else.
- 3.7 ASP shall procure a robust, reliable and feature-rich solution to deliver bulk push SMS of the entities to their customers/clients on PAN India. The availability of solution shall be 24x7x365.
- 3.8 Bulk push service may be provided through graphical user Interface and/or Application Program Interface.
- 3.9 The SMS must be securely delivered to the end users.
- 3.10 ASP must be capable for submitting MIS reports as and when required by BSNL or Entities, in desired format.

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

**491578/2021/O/o PGM (EBMH)**

4.1 The payment to ASP will as per delivered SMS basis, wherein cost of provision of interfaces to entities/SMSC/DLT shall be borne by ASP. In the manage service model, BSNL will pay ASP for every successful delivery of SMS i.e. per transaction cost. The ASP will deploy its interface between Principal Entity side and SMSC/DLT at its cost, and provide all the necessary support/reports required by Principal Entity.

4.2 BSNL Circles will call for the quotations from all the empanelled ASPs before awarding work order to any of the empanelled ASP. BSNL shall pay to the empanelled ASP on accepted rate on the basis of count of delivered messages.

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

S.No.	Zone	Licensed Service Areas
1.	East	Assam, Bihar including Jharkhand, Kolkata 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 including Telangana, Karnataka, Kerala, Tamil Nadu including Chennai

4.4 ASP once empanelled can provide services pan India. All the Circles will have to engage empanelled ASPs for the business directly undertaken from Principal Entities. BSNL shall provide required connectivity to its concerned network elements with ASP free of cost.

4.5 ASP shall raise monthly invoice to Circles in accordance to the traffic sent utilizing their platform. Circles shall reconcile the data with ASP/Nodal Centres and make payment to ASP in next 30 days.

4.6 ASP shall have to ensure that TCCCPR, 2018 and all regulations issued by TRAI from time to time are adhered to.

4.7 ASP 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.

5. **Indemnification:** ASP shall agree to protect, defend, indemnify and hold harmless BSNL and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:

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

5.2 Any breach of the terms and conditions in the agreement by ASP;

5.3 Any claim of any infringement of any intellectual property right or any other right of any third party or person or of law by ASP;

5.4 Any claim made by any third party or person arising out of the use of the services and arising in connection with interruptions or degradations of service caused solely ASP.

5.5 Any liability arising out of non compliance of Laws, Directives, guidelines etc. of the Land where ASP platform is located.

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

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

**491578/2021/O/o PGM (EBMH)**

6.1 In accordance with DOT guidelines, any directions of DOT there under, BSNL shall have the right to direct, to warn, to penalize the company 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 the company shall bear all liabilities in the matter and keep BSNL informed for all claims, cost, charges or damages in this respect.

6.2 In accordance of DOT guidelines, the company shall have 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.

**7. Submission of Proposal**

The proposal, complete in all respect, addressed to AGM(VAS), Second Floor, Bharat Sanchar Bhawan, HC Mathur Lane, Janpath, New Delhi-110001, can be submitted on any working day. BSNL will scrutinize such proposal and will enter in to an agreement within 28 days from the date of submission of the documents.

**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 /2013, 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 will 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 endeavors to secure that no person acting on our behalf or ourselves divulge or disclose or use any part of the Agreement without the written consent of M/s BHARAT SANCHAR NIGAM LIMITED.

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

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

Signed on behalf of M/s.....  
by

Shri.....

(Name and Designation) authorized signatory.