



BHARAT SANCHAR NIGAM LTD.

(A Govt. of India Enterprise)

No: BSNL / EB-II / PABX / 2016	Dated at New Delhi	09-12-2016
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Expression of Interest (Open Ended)

For

Empanelment of National & Circle level Franchisee

Under

“Open Policy on Free PABX” of BSNL

(OPPORTUNITY FOR VENDORS TO PROVIDE VOICE & DATA PABX
SERVICE TO BSNL’s CUSTOMERS ON REVENUE SHARE BASIS)

(Please check that all the 12 pages are intact in the document.)

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Name of PABX Franchisee

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(As a token of acceptance of all Clauses.)

A. Introduction

BSNL is providing Telecommunication Services to Enterprise customer such as Government Organizations, Public Sector Undertakings, MNCs, Corporate, Hotels, Housing Societies and all other Commercially Important Customers (CIC’s) through the provision of Voice & Data PABX at their premises on a rental cum usage charge basis and accordingly seeks to empanel eligible firms / companies at National / Circle level for providing such Voice & Data PABX service on Revenue Share Basis as **PABX Franchisees of BSNL**.

Interested Firms / Companies are invited for getting empanelled as National / Circle PABX Franchisees of BSNL on non-exclusive and revenue share basis for providing free PABX service

B. Salient points of the Free PABX Scheme

1. BSNL contemplates to provide the following services to its customers under this scheme
 - 1.1. Intra & Inter Office Voice Connectivity.....Essential
 - 1.2. Data Connectivity & Internet Access.....Optional
 - 1.3. Value Added Services (VAS).....Optional
 - 1.4. The VAS services may include services like Voice mail, audio/video conferencing, Predictive Diallers, Automatic Call Distribution, call forwarding, encrypted communication, Information Pop-Up Screens, VoIP, Voice Mail, Inter Office Video-Conferencing etc.
 - 1.5. The above Telecommunication Services portfolio may be modified / supplemented to include latest services in line with the customers’ preferences, market demands and in accordance with BSNL requirements, from time to time.
2. **BSNL seeks to propagate the scheme in all Licensed Telecom Circles/Area of BSNL**
3. **The important features of the scheme**
 - 3.1. The proposed agreement with the prospective firms / companies shall be entered for an initial period of five years. Any customer enrolled under the scheme during the agreement period would have to be served by the concerned franchisee for a minimum period of 3 (Three) Years or for such extended periods as agreed upon by the Customer and BSNL from the commencement of such services to the specific Customer.
 - 3.2. PABX franchisee shall supply, install, operate and maintain the Voice & Data PABX on BSNL’s advice.
 - 3.3. BSNL shall provide all back haul voice and data connectivity to the said Voice & Data PABX.
 - 3.4. The customer shall provide all infrastructure for the installation and operation of the said equipment, as also may provide internal wiring, telephone

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instruments and computers etc. for the smooth operations of the Voice & Data PABX.

- 3.5. The customers under the scheme shall not be charged the rentals for the junction connectivity and shall only be charged a rental on the extensions provided. Call usage and data connectivity shall be charged on applicable tariff of BSNL.
- 3.6. BSNL shall share both the rentals and the call/data usage revenue with the PABX franchisee at the applicable rates prescribed (As per Clause No.10). The tariff may be modified by BSNL as per the business requirements.
- 3.7. Revenue share to the PABX Franchisee shall be made only on the revenue realized/collected.
- 3.8. PABX franchisee shall be empanelled on the basis of the eligibility criteria mentioned in **Clause-4** and subject to their equipment meeting the technical specifications mentioned in **Clause-5**.
- 3.9. The agreement shall be subjected to the empanelled firms /companies providing to BSNL a prescribed Performance Bank Guarantee from any Scheduled Bank of India.
- 3.10. The services shall be provided under the brand names of BSNL only.
- 3.11. Both BSNL and PABX Franchisee shall jointly market the scheme.
- 3.12. PABX franchisee shall have to provide services to BSNL customers in all telecom circles/ licensed service areas of BSNL.

4. Eligibility Criterion

The prospective PABX Franchisee shall fulfil the following eligibility criteria:-

- 4.1. The empanelment of PABX Franchisee would be at two Levels:-
 - 4.1.1. **National Level:** The franchisee empanelled at National Level, would be entitled to take up business throughout the country in all the licensed areas of BSNL.
 - 4.1.2. **Circle Level:** The franchisee empanelled at Circle Level (Including Chennai & Kolkata Metro Districts) would be entitled to take up business throughout the concerned Circle.
- 4.2. **Eligibility Criteria for National Level empanelment:**
 - 4.2.1. For the empanelment at National Level the intending applicant must be
 - 4.2.1.1. Indian registered Firm / Company.
 - 4.2.1.2. Shall be manufacturer / Distributer of the Voice and Data PABX Switch. In case of Distributor, must have 10 Years support agreement from OEM.
 - 4.2.1.3. Shall have a minimum annual turnover of Rs. 1.50 Crores during each of the last three financial years.

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- 4.2.1.4. Experience of Installation / Sales & Service / Operation & Maintenance of minimum 20,000 PABX ports spread in different parts of country (Minimum 3 States) during last financial year.
- 4.2.1.5. Shall not be a Licensed Telecom Service Provider for any of the Telecom Services in India.

4.3. Eligibility Criteria for Circle Level empanelment:

- 4.3.1. For the empanelment at Circle Level the intending applicant must be
 - 4.3.1.1. Indian registered Firm / Company.
 - 4.3.1.2. Shall be manufacturer / Distributer of the Voice and Data PABX Switch. In case of Distributor, must have 10 Years support agreement from OEM.
 - 4.3.1.3. Shall have a minimum annual turnover of Rs. 0.50 Crores during each of the last three financial years.
 - 4.3.1.4. Experience of Installation / Sales & Service / Operation & Maintenance of minimum 2000 PABX ports during last financial year.
 - 4.3.1.5. Shall not be a Licensed Telecom Service Provider for any of the Telecom Services in India.

5. Technical specifications

The equipment proposed to be installed under the scheme by the eligible PABX Franchisee shall necessarily meet the following technical specifications:-

- 5.1 The PABX's offered for installation would be technology agnostic but shall be able to support **Analog / Digital /IP** and Other Value Added Service Ports with complete interchange ability within and across the installation.
- 5.2 The PABX's system shall have interface complied with standards followed by TEC IR vide no. TEC/IR/SW/PBX-004/03/MAR2015/ or latest as applicable and ensure the secure and safe access to Public Network through BSNL's connectivity.
- 5.3 The PABX's so offered shall among other features also necessarily contain the following Phone Plus Features provided by BSNL:
 - 5.3.1 Call Waiting
 - 5.3.2 Abbreviated Dialling
 - 5.3.3 Hot Line
 - 5.3.4 Call Transfer (Call Forward)
 - 5.3.5 Automatic Wake-Up/Reminder Call Service
 - 5.3.6 Caller Line Identification Presentation (CLIP) on all Extensions

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- 5.3.7 Phone Bell Check
- 5.3.8 Electronic Locking for STD/ISD
- 5.3.9 Call Conferencing

5.4 The PABX's so offered for the services should be able to support DID facilities.

6. Performance Bank Guarantee (PBG)

- 6.1. The PBG should be issued by any Scheduled Bank (as per RBI guidelines).
- 6.2. **National level:**-PABX Franchisee shall furnish a Performance Bank Guarantee at the time of signing the Agreement (in the prescribed Performa) for Rs. 25 Lakhs, Initially, which may be reviewed upward annually so as to keep the minimum PBG (Rounded off in Lakhs) equal to 5% of revenue from port charges.
- 6.3. **Circle Level:**-PABX Franchisee shall furnish a Performance Bank Guarantee at the time of signing the Agreement (in the prescribed Performa) for Rs. 1 Lakhs, Initially, which may be reviewed upward annually so as to keep the minimum PBG (Rounded off in thousands) equal to 5% of revenue from port charges.
- 6.4. This PBG will be valid initially for the period of Five year and six months which will be extended up to the period of the last PO received by the franchisee plus six months.
- 6.5. Without prejudice to its rights or any other remedy, BSNL may en-cash the PBG in case of any breach in terms and conditions of the Revenue Share Agreement by PABX Franchisee or in case of business loss suffered by BSNL due to poor quality of service like frequent failure, delayed response, etc. on part of PABX Franchisee.

7. PABX Franchisee's Role & Responsibilities

- 7.1. PABX Franchisee shall market/promote the PABX Services at its own cost under the brand name of BSNL.
- 7.2. PABX Franchisee will provide following equipment at the customer premises intimated in writing by BSNL in order to deliver the Telecommunication Services to the BSNL Customers in the Areas of Operation:
 - 7.2.1. Hardware & Software for Voice & Data PABX as per the demand of customer.
 - 7.2.2. FCBC, Batteries, MDF, Inter-Connect Cables (from PABX to MDF), DDF etc
 - 7.2.3. Modems, Media Convertors etc. required for interface to PABX.
 - 7.2.4. Customer Premise Equipment for Broadband access service viz. Router, xDSL Modems & Splitters.
 - 7.2.5. Cabling/ Wiring at Customer Premises, if required by the customer separately chargeable.

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- 7.3. PABX Franchisee shall comply with all applicable laws, byelaws, rules, regulations, orders, directions, notifications etc as per Law of the land and of Government/ court/ tribunals.
- 7.4. PABX Franchisee shall comply and enable BSNL in complying all laws related to Lawful Interception of all voice and data communication provided through the PABX system and may be asked to supply CDR/IPDR records.

8. BSNL’s Role & Responsibilities

- 8.1. BSNL shall provide the required bandwidth and connectivity to its network for the PABX, subject to technical feasibility as per the applicable policies of BSNL
- 8.2. The customers garnered by the PABX Franchisees, shall be directly allocated to the respective PABX Franchisee. However, customer registering directly with BSNL, shall be allocated between the different franchisees in a round-robin manner.
- 8.3. BSNL shall raise the bills for these services utilizing its own resources and the collection of the same shall be done.
- 8.4. BSNL shall fix the tariffs applicable to customers for Telecommunication Services in different circles taking into consideration the local factors, prevailing competition, market scenario, etc. BSNL shall be free to modify these tariffs from time to time.
- 8.5. BSNL shall share the revenue earned as per the agreement between BSNL and PABX Franchisee.
- 8.6. Special business cases may however be signed by BSNL with any customer for special periods, special needs and with special conditions in consultation with the empanelled Franchisee(s) with the same or different revenue share arrangement. In case of non-acceptance of the offer by PABX Franchisee, BSNL would be free to make any other arrangement beyond the scope of this scheme.

9. Responsibilities of the Customer

- 9.1. The Customer shall provide all wiring within the customer premises from the MDF to the Customer’s Extension Points and the Voice / Data instruments to use the service(s).
- 9.2. The customer, who has been provided Data access through PABX, shall have to take adequate protection through fire wall etc. to evade abuse of the system by outsiders/unscrupulous elements.
- 9.3. The Customer shall provide free space, power, earthing and suitable environment for the trouble free operation and maintenance of the PABX Equipment of the PABX Franchisee.
- 9.4. The Customer shall undertake to avail the Telecommunication Services for a minimum period of three years or for such extended periods as agreed upon by the Customer and BSNL as per the tariff mentioned at the time of Agreement or as modified from time to time by BSNL. This agreement can

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be extended at the request of the Customer at terms as defined under the scheme by BSNL from time to time.

9.5. The Customer may at his discretion terminate the agreement with BSNL after providing a 6 (six) months’ notice of termination during which period it shall continue to pay the monthly charges/rent even though it might choose not to avail the services thereof. However a minimum period of 2 years shall be binding failing which balance of remaining part of 2 years rentals shall be payable by the Customer.

10. Revenue Share for both parties

10.1. For Single Billed Customers such as PSUs, Corporate, Hospitals etc.

SNo.	Services	BSNL Share (In %)	Franchisee Share (In %)
1)	Voice Services		
	- Analog Voice Extension	40%	60%
	-Digital Voice Extension (for use with Key Telephone)	40%	60%
	- IP Voice Extension (for use with IP Phone)	40%	60%
2)	Value Added Services		
	- FCT Port (for GSM Trunk Connectivity)	40%	60%
	- Voice Mail Port	40%	60%
	- Interconnectivity Port	40%	60%
	- ADSL Port	40%	60%
	- E&M Port	40%	60%
	- Additional Trunk Ports	40%	60%
	- Other Misc. Port	40%	60%
	- Data Link through DSL, Leased Line, Nx64	40%	60%
3)	Call Charges (Including all kind of trunk connectivity Rental Charges, Plan charges and Call Usage Charges) – In case trunk connectivity is on BSNL’ Media	80%	20%
4)	Call Charges (Including all kind of trunk connectivity (wired line and wireless) Rental Charges, Plan charges and Call Usage Charges) – In case trunk connectivity (Last Mile) provided by franchisee in TNF area.	70%	30%
5)	Call Charges (Including all kind of trunk connectivity (wired line and wireless) Rental Charges, Plan charges and Call Usage Charges) – In case alternate trunk connectivity (Last Mile) is provided by franchisee for redundancy and customer not being charged extra rental for alternate link.	70%	30%
6)	Broadband Charges (Including rental charges, plan charges and data usage charges)	80%	20% (Subject to maximum of Rs.100/port)
7)	Broadband Charges (Including rental charges, plan charges and data usage charges) In case trunk connectivity (Last Mile) provided by franchisee in TNF area.	70%	30%
8)	Wireless PRI Rental Charges (In case BSNL charges rental from customer)	40%	60%

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10.2. In case of Multiple Billed Customer(s), Customer(s) may take any of the prevalent Tariff Plan of BSNL and a revenue share of 20% on the billed amount shall be payable to the PABX Franchisee against it's PABX Switch.

11. Tariffs to the Customers

11.1. The tariffs for the services offered to BSNL customers shall be decided by BSNL from time to time.

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

11.2.1. One Time Registration Charges

11.2.2. Monthly Rentals for Analog POTS extensions

11.2.3. Monthly Rentals for DSL extensions

11.2.4. PSTN Call charges made from extensions

11.3. Junction connectivity to BSNL PSTN network shall not be charged and shall be provided in 1:10 concentration. Beyond this the monthly rentals shall be as per applicable tariffs.

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12. Submission of Application

Interested Companies / Firms meeting the eligibility criterion may apply to following for their empanelment in prescribed manner as provided at **Annexure-A**: -

“General Manager (Enterprise Business)”

O/o CGMT, (Circle of Choice, for Circle level Empanelment)
Circle/Metro Distt., BSNL,
City

(**National Empanelment** can be done in any Circle, convenient to the applicant or in EB-II Cell of Corporate office)

13. The copy of the Draft Agreement shall be supplied to the applicant assessed as eligible for the empanelment of the category applied for.
14. The Non-Disclosure Undertaking shall be submitted at the time of agreement as per **Annexure-B**.
15. The Covenants of EoI / Policy / Annexures shall be inseparable part of the agreement and would be binding on all the parties.

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Annexure-A

The Empanelment can be requested by interested Indian registered Firms/ Companies after submitting the necessary Self-Attested documents signed and stamped by authorized signatory as mentioned below:-

1	Area of Empanelment National Level or Circle level		
2	Registration particulars of Firm / Company	Registration No	
2.1	In case of company - List of Directors / CEO / COO including their name (s) and address(s), Director Identification Number [DIN] of all the Directors and Corporate Identity Number [CIN].		
2.2	In case of Firm- Details of Owner / Partner indicating Name, email-id, phone no, mobile no, fax no., Address, ID Proof , Aadhar No., PAN No. etc.		
2.2.1	Notarised Self-Declaration in case of Proprietorship Firm/ Partnership Deed in case of Partnership firm, showing details of all the partners and their shareholdings in the firm and Proof of Proprietorship concern having TAN/PAN/ Memorandum of Association & Articles of Association in case of Company.		
2.3	Self-Attested Copy of the TIN/PAN card		
2.4	Authorised Signatory: <ul style="list-style-type: none"> In case of company – As authorised by the Board / Management. Copy of the resolution authorizing the official to sign the EOI & Agreement. In case of Proprietorship Firm: Proprietor, enclose in original the Notarised Affidavit. In case of Partnership Firm: All partners or authorized partner as per Partnership deed / Submission of Authorization Letter through power of attorney in original. 		
2.5	Specimen signature(s) of authorized official duly attested by company’s / Firm’s Banker.		
2.6	Contact details i.e. Name, email-id, phone no, mobile no, fax no. of responsible person for liaison in this matter.		
3	Turnover during last three financial years (e.g. 2015-16, 2014-15, 2013-14)	Fin. Year	Rs. Crs.
3.1	As required under the eligibility conditions for Turnover:- A copy of Balance sheet from the company’s Auditors / CA or in other cases, IT returns, for last three financial years.		
4	Manufacturer / Distributor of the PABX System	Manufacturer Distributor	
4.1	In case of Manufacturer: Interface Approval Certificate from TEC mentioning name of the manufacturer / Or other Certificates / proofs issued by Govt. agencies mentioning that the applicant Firm / Company is a manufacturer of PABX. In case of Distributor: A minimum 10 Years support agreement from OEM.		
5	The Experience of No. of ports installed / Sold and serviced / operated state wise during last financial year (e.g. 2015-16), a separate sheet / annexure can be used for supporting the claim such as P.Os / invoices / verifiable certificates.		
6	Information, about the company having any interest or substantial equity stakes (any percent) or vice versa in & of any subsidiary, directly or indirectly in any of the Licensed Telecom Service Provider or their promoters in India or whether the applicant itself is a TSP / ISP.		

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Annexure-B

FORMAT OF THE NON-DISCLOSURE UNDERTAKING

(To be submitted duly notarized on non-judicial stamp paper of Rs. 100/-)

M/s _____, an India registered Firm / company, 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 the 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 take 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 do not agree to sign the above Agreement, we shall return back the copy of the Agreement (in original) back to GM (Enterprise) acting on behalf of M/s BHARAT SANCHAR NIGAM LIMITED within 15 days without preserving any copy of the same.

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 inadvertent or wilful default in compliance to the aforesaid conditions.

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

(Name _____ and _____ Designation)
authorized signatory

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