



**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

Designation

Signature of PABX Franchisee  
(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 / Distributor 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)	<b>Voice Services</b>		
	- 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)	<b>Value Added Services</b>		
	- 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)	<b>Call Charges</b> (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)	<b>Call Charges</b> (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)	<b>Call Charges</b> (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)	<b>Broadband Charges</b> (Including rental charges, plan charges and data usage charges)	80%	20% (Subject to maximum of Rs.100/port)
7)	<b>Broadband Charges</b> (Including rental charges, plan charges and data usage charges) In case trunk connectivity (Last Mile) provided by franchisee in TNF area.	70%	30%
8)	<b>Wireless PRI Rental Charges</b> (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 its 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	<b>Authorised Signatory:</b> <ul style="list-style-type: none"> <li>In case of company – As authorised by the Board / Management. Copy of the resolution authorizing the official to sign the EOI &amp; Agreement.</li> <li>In case of Proprietorship Firm: Proprietor, enclose in original the Notarised Affidavit.</li> <li>In case of Partnership Firm: All partners or authorized partner as per Partnership deed / Submission of Authorization Letter through power of attorney in original.</li> </ul>		
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	<b>In case of Manufacturer:</b> 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. <b>In case of Distributor:</b> 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

Name of PABX Franchisee

Designation

Signature of PABX Franchisee  
(As a token of acceptance of all Clauses.)



भारत संचार निगम लिमिटेड  
(भारत सरकार का उद्यम)  
**Bharat Sanchar Nigam Limited**  
(A Govt. of India Enterprise)

**AGREEMENT**

**FOR**

**Empanelment of National / Circle level PABX Franchisee**

**Under**

**“Open Policy on Free PABX” of BSNL**

**BETWEEN**

**BHARAT SANCHAR NIGAM LIMITED**

**AND**

**PABX Franchisee**  
**(ON REVENUE SHARE BASIS)**

**BHARAT SANCHAR NIGAM LIMITED**  
**Enterprise Cell**  
**(BSNL Corporate Office / Circle Office)**

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For PABX Franchisee  
Signature:  
Name:  
Designation:  
with Seal

For BSNL  
Signature:  
Name:  
Designation:  
with Seal

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For PABX Franchisee  
Signature:  
Name:  
Designation:  
with Seal

For BSNL  
Signature:  
Name:  
Designation:  
with Seal

## AGREEMENT PROFORMA

(To be furnished on Rs.100/- stamp paper) To be executed on non-judicial stamp worth Rs.100/- and continuation sheets on ledger papers and two copies on ordinary paper to be submitted neatly typewritten sheets on one side of the paper in single line spacing.

## AGREEMENT

**THIS AGREEMENT** (hereinafter referred to as the "**National Level / Circle level Revenue Share PABX Agreement**") or the "Agreement"), entered into on this \_\_\_\_ day of \_\_\_\_\_, Two Thousand \_\_\_\_\_ by and between

**BHARAT SANCHAR NIGAM LIMITED** (hereinafter referred to as "**BSNL**"), a Government company incorporated under the Companies Act 1956, having its Registered and Corporate Office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi – 110 001 on the **FIRST PART**, (which expression unless repugnant to the context and meaning thereof, shall mean and include its permitted representative, successors, nominees and assignees), represented by \_\_\_\_\_.

## AND

<**Name of the PABX Franchisee**> (hereinafter referred to as "**PABX Franchisee**"), a Firm / Company registered in India, under (Please mention the applicable Government of India Act for Proprietorship / Partnership / Company) \_\_\_\_\_, having its Registered Office at \_\_\_\_\_ and its Corporate Office at \_\_\_\_\_ on the **SECOND PART**, (which expression unless otherwise repugnant to the context and meaning thereof, shall mean and include its permitted representative, successors, nominees and assignees) through \_\_\_\_\_, (Proprietor / All partners or authorized partner as per Partnership deed / Director) a duly authorized signatory vide, the Notarised Affidavit in original/ Authorization Letter through power of attorney in original / board resolution no. \_\_\_\_\_ passed in the meeting of board of directors held on \_\_\_\_\_.

**BSNL** and **PABX Franchisee** are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

**WHEREAS** BSNL floated Expression of Interest (EOI), No. \_\_\_\_\_ dated \_\_\_\_\_ by BSNL Corporate Office, New Delhi / <Name of the Circle> Circle Office, for Empanelment of PABX Franchisee at National & Circle level under "**Open Policy on Free PABX**" of **BSNL** (hereinafter referred to as "**EOI**"), is valid and forms part of this agreement.

**WHEREAS** BSNL is in the business of providing Basic Telephony Services, Cellular Mobile Telephony Services, Internet Services & National Long Distance Services throughout the geographical territory of India except for the metropolitan cities of Mumbai and New Delhi.

For PABX Franchisee  
Signature:  
Name:  
Designation:  
with Seal

For BSNL  
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**AND WHEREAS PABX Franchisee** is eligible as per the terms and conditions laid out in the EOI, as also has the requisite hardware & software solution to install, support and maintain Voice & Data PABX Switching equipment to provide Telecommunication Services, as also possesses the necessary know-how, operational experience and management expertise to provide the said services, and desires to provide the same in BSNL's customers' premises.

**WHEREAS** both parties have agreed to work on revenue share basis to sign this agreement for intending to provide telecom services to BSNL's customers using Voice & Data PABX Switching equipment supplied by PABX Franchisee as also their installation, maintenance operation and support at BSNL's customers' premises in Licenced service area of BSNL (National / Circle) appended hereto with the connectivity to BSNL's Basic, Cellular, NLD, ILD & ISP Network (it is sometimes referred herein as "the Business" or "the Project");

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In consideration of the due observance and performance of all the terms and conditions mentioned in this Revenue Share Agreement and the Schedules and Annexures attached hereto, BSNL and PABX Franchisee agree to sign this Agreement on a non-exclusive and revenue sharing basis to provide Telecommunication Services to BSNL's customers' in Licenced service area of BSNL (National / Circle) appended hereto as per terms & conditions contained in various Schedules and Annexures attached hereto.
2. This Revenue Share Agreement shall remain in force initially for a period of Five (5) years from the date of execution unless revoked earlier for whatever reasons. BSNL may extend, if deemed expedient, the period of agreement up to three year at one time or as may be agreed between the parties, *suo-moto* or upon request of PABX Franchisee, if made at least six months before expiry of currency of the agreement, on mutually agreed terms. The decision of BSNL shall be final in regard to the grant of extension.
3. BSNL and PABX Franchisee hereby agree and unequivocally undertake to fully comply with all terms and conditions stipulated in this Revenue Share Agreement and the Schedules I to IV and Annexures I to VI and the EOI attached hereto and without any deviation or reservations of any kind, unless expressly and mutually agreed between the parties.
4. BSNL reserves the right to provide Voice and Data PABXs to BSNL's customers' on its own or enter into agreement with other Firms/ companies for Provision of Voice & Data PABX and their installation, support and maintenance to BSNL's customers' to provide Telecommunication Services in its licensed service area from time to time in future without any restriction of number of such PABX franchisees.
5. **Performance Bank Guarantee:** PABX Franchisee has furnished an irrevocable Performance Bank Guarantee (PBG) worth \_\_\_\_\_ (Rs 25 lakhs / 1 lakhs) as security, which may be reviewed upward annually as per *clause no.* 10 of Schedule-I, towards the due observance and performance of the terms and conditions of this Revenue Share Agreement. This PBG is valid initially for the period of Five year and six months from Date \_\_\_\_\_ (which will be extended up to the period of the last PO received by the franchisee plus six months). The said PBG is as per the proforma provided in Annexure IV and issued by a Scheduled Bank (as per RBI guidelines) \_\_\_\_\_ (Name of Bank) vide No. \_\_\_\_\_

For PABX Franchisee  
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For BSNL  
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6. This agreement shall be governed by the applicable laws of India as promulgated/modified/ amended or replaced from time to time. The Agreement shall be subject to jurisdiction of the courts at Delhi/New Delhi (National Level Empanelment) / Circle Headquarter (Circle level empanelment) as the case may be.
7. This Revenue Share Agreement shall not be amended or modified or altered or changed in any manner except in writing and duly executed by the authorized representative of each party.
8. The Agreement is a confidential document. PABX Franchisee shall not divulge any part of this Agreement either through oral or written communication or through any other mode to any third party.
9. The Covenants of EoI / Policy / Annexures shall be inseparable part of this agreement and would be binding on all the parties.

**IN WITNESS WHEREOF** the Parties hereto have caused this Revenue Share Agreement to be duly executed on the date first mentioned hereinabove.

<p><b>For Bharat Sanchar Nigam Ltd.</b></p>    <p><b>Name:</b></p> <p><b>Designation:</b></p> <p><b>Seal:</b></p> <p><b>Place:</b></p>	<p><b>For M/s .....</b></p>    <p><b>Name:</b></p> <p><b>Designation:</b></p> <p><b>Seal:</b></p> <p><b>Place :</b></p>
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**In witness thereof:**

**Witness 1**

**Witness 2**

**Signature**

**Signature**

**Name:**  
**Occupation:**  
**Address:**  
**Place:**

**Name:**  
**Occupation:**  
**Address:**  
**Place:**

For PABX Franchisee  
 Signature:  
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For BSNL  
 Signature:  
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## SCHEDULE I - SCOPE OF AGREEMENT

### 1. Purpose of Agreement

- 1.1. The purpose of this Revenue Share Agreement is to enable BSNL to enter into a non-exclusive revenue share based agreement with eligible party to Supply, Install and Maintain Voice & Data PABX at the premises of BSNL's customers, on Revenue Share Basis.
- 1.2. This Revenue Share Agreement shall provide Telecommunication Services to the customers of BSNL through the Voice & Data PABX provided by PABX Franchisee at the customers' premises and the connectivity to Telecom infrastructure provided by BSNL.
- 1.3. The equipment so installed by PABX Franchisee shall upon installation become an integral part of the basic telecom, trunking and broadband network and that the Telecommunication Services so provided by BSNL and PABX Franchisee through the provision of such equipment would be within the purview of the services as defined under the terms and meanings assigned to them by DOT, TRAI and/or any other government/statutory body so legislated from time to time.
- 1.4. The insurance of the equipment shall be undertaken by PABX Franchisee at its own cost.
- 1.5. All the services shall be provided under the brand name of BSNL.
- 1.6. Using the Voice and Data PABX, the customer shall be able to avail any Telecom service being provided by BSNL such as basic telephony services, Internet service, etc.
- 1.7. For the purposes of this Revenue Share Agreement, definitions in **Annexure I** shall hold valid.

### 2. Business Model

- 2.1 BSNL hereby authorises PABX Franchisee on a non-exclusive and revenue sharing basis in the areas of operation as contained in this agreement for undertaking the following specific activities, as per the norms issued from Regulatory / Statutory Authorities from time to time:
  - 2.1.1. To provide and install Voice & Data PABX at customer premises after receiving written intimation from BSNL.
  - 2.1.2. To operate, manage and maintain the installed equipment.
  - 2.1.3. To provide extension wise Billing information to BSNL for BSNL to issue bills to the customers.
  - 2.1.4. To advertise, market and help in customer acquisition for the scheme.
- 2.2. BSNL shall provide the connectivity to its Telecom infrastructure comprising of network for Basic, Cellular, ISP, NLD & ILD services.
- 2.3. Billing & all Customer interaction would be done by BSNL unless and in a manner as may be otherwise expressly provided in this Agreement or from time to time by BSNL.
- 2.4. The connectivity to PABX Franchisee equipment installed at the customer premises shall be provided only by BSNL and by no other Telecom Operator in the area of Operation of this agreement and shall also not enter into an agreement for providing similar services with any other telecom operator within area of its operations under this agreement.
- 2.5. The Voice and Data PABX installed at customer premises shall be used to provide all the services that the BSNL may choose to offer to the customer such as Basic Telephony, National & International Calling Services, Internet Access, Leased Line and any Value Added Services.

For PABX Franchisee  
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For BSNL  
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### 3. PABX Franchisee’s Role & Responsibilities

- 3.1. PABX Franchisee shall market/promote the PABX Services at its own cost under the brand name of BSNL.
- 3.2. 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:
  - 3.2.1. Hardware & Software for Voice & Data PABX as per the demand of customer.
  - 3.2.2. FCBC, Batteries, MDF, Inter-Connect Cables (from PABX to MDF), DDF etc
  - 3.2.3. Modems, Media Convertors etc. required for interface to PABX.
  - 3.2.4. RF connectivity for remote TNF area.
  - 3.2.5. Customer Premise Equipment for Broadband access service viz. Router, xDSL Modems& Splitters.
  - 3.2.6. Cabling/ Wiring at Customer Premises, if required by the customer separately chargeable.
- 3.3. All Capital Investments required for the equipment, for installation, maintenance and operation of Project, including the customer premises equipment etc. (provided by PABX Franchisee) more specifically described as the “Applicable System” shall be made by PABX Franchisee. Further PABX Franchisee shall be liable to pay all taxes, levies, duties, local taxes etc, of whatsoever nature for the Project including road / entry permit.
- 3.4. PABX Franchisee shall install, maintain and supply all spares for all the equipment provisioned by it under the agreement at its own cost and shall be liable to pay the wages, salary etc to the persons engaged by PABX Franchisee for installation and operations of said equipment at BSNL’s customers’ premises and shall comply with all labour laws i.e. PF/ EPF, Industrial Disputes etc.
- 3.5. Repair of all equipment including the CPE (supplied by PABX Franchisee) shall be the responsibility of PABX Franchisee.
- 3.6. PABX Franchisee shall be responsible for all license & copyright obligations with respect to hardware and software installed by it.
- 3.7. PABX Franchisee shall provide relevant literature, drawings, etc for the equipment supplied, as required by BSNL.
- 3.8. PABX Franchisee shall provide training to designated BSNL staff for operation & maintenance of equipment when ever asked to do so, at an advance request of a week’s time.
- 3.9. PABX Franchisee shall not enter into a similar tie up with any other Private Telecom service provider anywhere in BSNL’s licensed service area.
- 3.10. PABX Franchisee shall not disclose or use the information accessed/provided during the Agreement to any one in a manner detrimental to BSNL.
- 3.11. 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.
- 3.12. 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.

For PABX Franchisee  
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For BSNL  
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#### **4. BSNL’s Role & Responsibilities**

- 4.1. BSNL shall register the customers desiring for Voice and Data PABX services at their sites. All customers’ garnered by PABX Franchisee shall also be registered at the respective office of BSNL.
- 4.2. BSNL shall forward the customers’ request received through the registration process to PABX Franchisee through a written intimation.
- 4.3. In case there are more than one franchisee in the same Area of Operation, BSNL shall allocate the customer requests between the different franchisees. This shall be done in a round-robin manner between the different franchisees and amongst National and Circle level franchisees in turn alternatively. For small PABXs (less than 100 ports) preference would be given to Circle level franchisees. However, in case the customer indicates a preference for a particular franchisee, the same would be considered in exception to above method of allocation. The decision of BSNL in the allocation of customer/business between the different franchisees shall be final.
- 4.4. It may however be noted that the above clause would apply to only customers registering directly with BSNL and the customers garnered by the PABX Franchisees shall be directly allocated to the respective PABX Franchisee. However the PABX Franchisee, before moving to capture any business would intimate respective Link officer of BSNL suitably in advance, so as to lock the lead against the said PABX Franchisee to avoid any business conflict by other PABX Franchisee (National or Circle Level) who may also be working on the same lead.
- 4.5. BSNL shall raise the bills for these services utilizing its own resources and the collection of the same shall be done.
- 4.6. 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.
- 4.7. All customer interaction such as Billing, Arrears Management and Settlement, Customer Demand Registration, handling of Complaints at the Call centres, etc shall be carried out by BSNL unless expressly provided otherwise.
- 4.8. 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.
- 4.9. BSNL shall share the revenue earned as per the agreement between BSNL and PABX Franchisee.
- 4.10. 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.

#### **5. Responsibilities of the Customer**

- 5.1. 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).
- 5.2. 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.

For PABX Franchisee  
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- 5.3. 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.
- 5.4. 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 be extended at the request of the Customer at terms as defined under the scheme by BSNL from time to time.
- 5.5. 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.

## 6. Areas of Operation

- 6.1. The area of operation for the Scheme shall be all the Licensed Telecom Circles/Area of BSNL for National PABX Franchisee / The Concerned Licensed Telecom Circle/Area of BSNL for Circle PABX Franchisee.
- 6.2. The jurisdiction of Telecom Circles/SSAs can be modified at a later date based on BSNL Policy or licence Conditions.
- 6.3. BSNL shall be free to enter into similar arrangement or different business arrangements for a similar line of products with any number of PABX Franchisee(s) or organisation(s) in any or all areas of operation.

## 7. Service to be offered to the customers of BSNL

- 7.1. Intra & Inter Office Voice Connectivity.....Essential
- 7.2. Data Connectivity & Internet Access.....Optional
- 7.3. Value Added Services (VAS).....Optional
- 7.4. 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.
- 7.5. 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.

## 8. Roll out Obligation

- 9.1. PABX Franchisee shall commission the equipment/service at the customer site within 30 days of receiving written intimation from BSNL to do so. Failure to do so will invite LD charges and would initiate process of cancellation of Customer demand to PABX Franchisee.
- 9.2. In case PABX Franchisee is unwilling to install the equipment at any particular customer-site for any reason whatsoever, PABX Franchisee shall intimate the same to BSNL within 3 days.

For PABX Franchisee  
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9.3. In case of PABX Franchisee either unwilling or unable to commission the services within the allowed time, the work may be passed to another PABX Franchisee where ever applicable. If the number of refusals/delay cases exceed three within a span of 12 months a LD of Rs.50,000(Rs. Fifty Thousands only) shall be levied. This amount shall be recovered from the Revenue share due to PABX Franchisee and from PBG in case of any shortfall. The Levy accrued would be leviable from such defaulting PABX Franchisee even if a PABX Franchisee prefers to withdraw from the empanelment. However minimum capacity of PABX offered should be 25 in case of a Circle level PABX Franchisee and 100, for a National Level PABX Franchisee for counting this as refusal for the purpose of penalty.

## 9. Registration of Customers

9.1. Registration of customers shall be done Telecom Circle wise by BSNL on a first come first serve basis. BSNL would register customers against their signing the stipulated agreement with BSNL. PABX Franchisee shall register customers on behalf of BSNL subject to their agreeing to various terms and conditions as may be stipulated by BSNL from time to time and signing the stipulated agreement with BSNL.

## 10. Performance Bank Guarantee

- 10.1. The PBG should be issued by any Indian Scheduled Bank as per the performa provided in Annexure-IV.
- 10.2. National level:-PABX Franchisee shall furnish a Performance Bank Guarantee at the time of signing the Agreement (in the enclosed 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.
- 10.3. Circle Level:- PABX Franchisee shall furnish a Performance Bank Guarantee at the time of signing the Agreement (in the enclosed 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.
- 10.4. 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.
- 10.5. 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.

## 11. Marketing

- 11.1. PABX Franchisee shall market/promote the PABX Services at its own cost under the brand name of BSNL. The expenses for the promotion campaign(s) and the extent and scope of such media advertisements, etc. shall be at the discretion of PABX Franchisee. Such promotion of Services will clearly mention the brand name of BSNL and that PABX Franchisee shall not in any manner whatsoever advertise/market/promote the said services in its own name.
- 11.2. PABX Franchisee shall mention BSNL's applicable brands in all promotions specific to the Telecommunication Services defined under this scheme.
- 11.3. BSNL and PABX Franchisee may work out special promotions schemes etc. on mutually agreed basis.

For PABX Franchisee  
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## **SCHEDULE II – GENERAL TERMS & CONDITIONS**

### **12. Modifications in the Terms and Conditions of Agreement**

- 12.1. The terms and conditions of the Agreement are subject to modification by mutual agreement based upon the request of either party.
- 12.2. Notwithstanding anything contained herein, BSNL may offer to change the rates of payment to PABX Franchisee and other related conditions if in its 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 rates payable to PABX Franchisee unviable. In case of no agreement being reached, BSNL reserves the right to terminate the agreement as per the provisions of this agreement.

### **13. Restrictions on 'Transfer of Agreement'**

- 13.1. PABX Franchisee will not assign or transfer its right in any manner whatsoever under this agreement to a third party or enter into any agreement for sub-contracting and/or PABX Franchisee relating to any subject matter of the agreement to any third party either in whole or in part.

### **14. Exclusivity**

- 14.1. PABX Franchisee shall provide the services as provided in this agreement exclusively through BSNL and not through any other licensed telecom service provider in the same service area during the tenure of the Agreement.
- 14.2. This Revenue Share Agreement does not exclude BSNL's right for entering into similar agreements with any other entity (other than PABX Franchisee) for the provision of the services.

### **15. Tenure of the Agreement**

- 15.1. This Empanelment shall remain in force initially for a period of Five (5) years from the date of execution unless revoked earlier for whatever reasons. BSNL may extend, if deemed expedient, the period of this Empanelment up to three year at one time or as may be agreed between the parties, on the request of franchisee, made six months before expiry of currency of the agreement, on mutually agreed terms. The decision of BSNL shall be final with regard to the grant of extension.
- 15.2. If at any stage during the tenure of this agreement, it comes to the notice of BSNL, that franchisee had misrepresented the facts or submitted any false information or hidden any information, which could have affected the signing of this agreement with franchisee, this agreement shall stand terminated immediately under intimation to franchisee.
- 15.3. The Services provided to the Customers shall be 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 and that all responsibilities and liabilities of both the parties shall survive this agreement even if the services to a Customer have commenced on the last operative day of this Agreement, unless provided otherwise as per this Agreement.
- 15.4. After completion of the agreement period (with the customer), if the customer wants to continue BSNL PABX service and the existing franchisee also wants to continue to serve this

For PABX Franchisee  
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customer, franchisee needs to obtain satisfactory service certificate or request of continuation with the franchisee, from the customer, else this would be treated as a new business case for the purpose of allocation of the franchisee.

15.5. No additional equipment or the expansion of the equipment shall be carried out by franchisee after the expiry of Agreement.

## 16. Suspension, Revocation or Termination of Agreement

### 16.1. Suspension of Agreement

- 16.1.1. 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 DOT/ Government of India.
- 16.1.2. In such a situation, BSNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action.
- 16.1.3. 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 PABX Franchisee shall be payable by BSNL.

### 16.2. Termination of Agreement

- 16.2.1. BSNL may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of six months issued to PABX Franchisee at its registered office, terminate this agreement under any of the following circumstances:
  - 16.2.1.1. PABX Franchisee failing to perform any obligation(s) under the agreement;
  - 16.2.1.2. PABX Franchisee failing to rectify, within the time prescribed, any defect as may be pointed out by BSNL;
  - 16.2.1.3. PABX Franchisee going into liquidation or ordered to be wound up by competent authority.
  - 16.2.1.4. Failing to provide the services and becoming liable to bear penalty on this account as per the *clause no 21*, the empanelment shall be processed for termination along with recovery of penalties due.
- 16.2.2. If PABX Franchisee 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 for termination 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.
- 16.2.3. If PABX Franchisee goes into liquidation, and in case there are ongoing sites and customers being served by the outgoing PABX Franchisee, the suitable arrangement has to be made with other empanelled PABX franchisees at the cost and risk of outgoing PABX Franchisee so that the customer of BSNL do not suffer on this account and continues to get the services seamlessly.
- 16.2.4. PABX Franchisee shall maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of agreement is pending. If the agreed Quality

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of Service is not maintained during the said notice period, it shall be treated as material breach liable for termination at risk of PABX Franchisee and the PBG submitted by PABX Franchisee shall be forfeited.

- 16.2.5. Breach of non-fulfilment 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 PABX Franchisee or not. PABX Franchisee shall extend all reasonable facilities and shall endeavour to remove the hindrance of every type upon such inquiry.

## 17. Exit Clause

- 17.1. Either party may terminate the agreement unconditionally after giving notice of at least three months in advance.
- 17.2. In case there are ongoing sites and customers being served by the exiting franchisee, the suitable arrangement has to be made with other empanelled franchisees at the cost and risk of franchisee willing to exit so that the customers of BSNL do not suffer on this account and continues to get the services seamlessly.

## 18. Actions pursuant to Termination of Agreement

- 18.1. On termination or surrender or expiry of the Agreement, the PBG shall be released to PABX Franchisee only after ensuring clearance of dues, if any, which PABX Franchisee is liable to pay to BSNL. In case of failure of PABX Franchisee to pay the amounts due to BSNL, the outstanding amounts shall be realized through encashment of the PBG without prejudice to any other action(s) for recovery of the amounts due to BSNL.
- 18.2. Notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement:
- 18.2.1. Neither Party shall represent the Other Party in any of its dealings.
- 18.2.2. Neither Party shall intentionally or otherwise commit any act(s) as would make a third party to believe that the other Party is still associated with the former Party's, as the case may be.
- 18.2.3. Each party shall stop using the other Party's name, trade mark, etc., in any audio or visual form.
- 18.2.4. 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 expiration or termination of the Agreement and such expiration or termination shall be without prejudice to any liabilities of either Party to the other Party existing at the date of expiration or termination of the Agreement.

## 19. Dispute Settlement

- 19.1. Any dispute or differences which may arise between the Parties hereto in connection with this Agreement or in connection with the interpretation or breach & violation relating to any of the terms and conditions herein contained and/or in connection or anyway relating to the rights & obligations of the parties hereto under this Agreement, shall be referred to the sole Arbitration of the CMD BSNL (in case of National Franchisee) / CGMT,-----Circle (in case of a Circle Level Franchisee) or any other person appointed by him or in case the designation of

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CMD/CGMT is changed or CMD's/CGMT's office is abolished then in such cases to the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of CMD BSNL/CGMT ....Circle or by whatever designation such officer may be called. That the award of the arbitrator(s) shall be final and binding on both the parties. In the event of such Arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the concerned party shall appoint another person to act as Arbitrator in place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by his predecessor. The franchisee will have No Objection in any such appointment, that arbitrator so appointed by BSNL is an employee of BSNL. The said Arbitrator shall act under the Provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof. BSNL would also abide by all the provisions of arbitration and conciliation act 2015 as amended from time to time as may be requested by the franchisee in the appointment of the arbitrator. The venue for all such arbitration proceedings shall be New Delhi in case of National level agreement and respective Circle Head Quarter in case of Circle Level Agreement.

## 20. Force- Majeure

- 20.1. 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 BSNL and PABX Franchisee , 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.
- 20.2. 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.
- 20.3. However, the Force Majeure events noted above will not in any way cause extension in the period of the agreement.

## 21. Non- Performance of Obligations

### 21.1. Delay in Roll- Out Schedule by PABX Franchisee

- 21.1.1. The timely rollout of the services to customer is the essence of this agreement and franchisee should adhere to the timeline provided as mentioned in the **Roll out Obligation in Schedule I**.
- 21.1.2. In case of delay by franchisee in the performance of its service delivery obligations, BSNL shall impose penalty of liquidated damage for the delayed period. BSNL may extend the period of such *Roll out Schedule by 15 days* and any further delay on account of the franchisee, shall render franchisee liable to forfeiture of the PBG submitted or imposition of liquidated damages, failing which the Agreement shall be terminated as per the decision of BSNL.

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21.1.3. Such forfeiture of the PBG, or imposition of liquidated damages and/or termination of the Agreement for the purpose of delay in the roll-out shall only be enforced in case the delays in the roll-out are directly attributable to the wilful negligence of franchisee in effecting such roll-out and not for any other reasons such as market demand for the scheme. BSNL’s decision in this regard shall be final and binding on franchisee.

21.1.4. In case BSNL agrees to impose the liquidated damages for any delay in commercial provisioning of services beyond the delivery period or breach of terms & conditions of Agreement prescribed above, the liquidated damages shall be @10% of the port charges for the number of ports to be deployed, for each week of delay or part thereof. This shall be recovered from the Revenue share due to franchisee or from PBG. Quantum of liquidated damages assessed and levied by BSNL shall be final and not challengeable by franchisee. Each occasion of such imposition of LD shall be counted towards the number of delay cases as mentioned in Roll out Obligation as per Schedule I.

## 21.2. Delays in fault restoration by PABX Franchisee

21.2.1. The following penalties shall be levied on the franchisee for delay in failure/ disruption of the services offered and also delay in fault restoration. These penalties shall be applicable only if the delay, failure / disruption is due to O&M scope of franchisee. Franchisee shall not be penalized if the failure is due to external plant, cable cut, etc. in BSNL portion. The penalties shall be calculated on prorata basis by the designated BSNL office on a monthly basis.

### 21.2.2. Penalties for Delay in Restoration of Faults

Parameter (a)	Penalty Amount (b)	Remark (c)
Faults Clearance: Within 10 Hrs of hand over of fault to PABX Franchisee by Customer/BSNL.	Delay beyond this will invite penalty of Rs. 5 per port per day.	Faults made over to PABX Franchisee by Customer/BSNL after 16:00 Hrs would be treated as handover on next working day at 8:00 AM, for the purpose of effecting penalties.(Though PABX Franchisee shall make every attempt to attend the faults as soon as they come to the knowledge of PABX Franchisee.)

## 21.3. Non-performance recoveries from PABX Franchisee

21.3.1. Penalty shall be recovered from the Revenue share due to PABX Franchisee and from PBG in case of a shortfall in revenue share. Total quantum of penalty assessed and levied by BSNL shall be final and not challengeable by PABX Franchisee. The total Penalty would however be limited to an amount equal to 50% of the PBG accrued on account of refusal/delayed rollout and restoration of fault. Penalty imposable exceeding this limit, would be a reason enough to process the case for rescinding the agreement with the PABX Franchisee.

## 22. Right to Inspect

22.1. PABX Franchisee will provide the necessary facilities for continuous monitoring of the system, at its own cost when required by BSNL or the licensor (DOT) or the regulator (TRAI) or any law enforcement agency empowered to do so. The inspection will ordinarily be carried out after reasonable notice except in circumstances where giving such a notice will defeat the very

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purpose of the inspection. BSNL would however meet all expenses incurred on the travel, lodging and boarding of its inspectors so appointed for the purpose of such inspection.

- 22.2. Wherever considered appropriate, BSNL may conduct any inquiry either *suo-moto* or on receipt of complaint to determine whether there has been any breach in compliance of terms & conditions of the agreement by PABX Franchisee or not. In case of such inquiry, PABX Franchisee shall extend all reasonable facilities without any hindrance.
- 22.3. PABX Franchisee is obliged to follow all Lawful Interception Rules (provide for all extensions, without any delay the Caller Line Identification (CLI) IP traces as the situation so demand for tracing any nuisance, obnoxious or malicious calls, transported through its equipment and network. Such recording of CLI/IP logs shall be done on the request and demand of BSNL. Any damages arising out of default on the part of PABX Franchisee in this regard shall be sole liability of PABX Franchisee.

## 23. Confidentiality of Information

- 23.1. Subject to conditions contained in this Agreement, PABX Franchisee shall take all necessary steps to safeguard the privacy and confidentiality of any information about BSNL and/or BSNL Customers from whom it has acquired such information by virtue of the Service provided and shall use its best endeavours to secure that:
- 23.1.1. No person acting on behalf of PABX Franchisee or PABX Franchisee himself divulges or uses any such information except as may be necessary in the course of providing Services to BSNL's Customer; and
- 23.1.2. No person seeks such information other than is necessary for the purpose of providing Services to BSNL's Customer.
- 23.2. 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.
- 23.3. PABX Franchisee shall take necessary steps to ensure that PABX Franchisee and any person(s) acting on its behalf observe confidentiality of customer information.

## 24. Prohibition of Certain Activities by PABX Franchisee

- 24.1. PABX Franchisee shall not engage, on the strength of this Agreement, in the provision of any Service other than the Service as defined in this Agreement.
- 24.2. To remove any doubt, it is hereby clarified that nothing contained in above Para shall preclude PABX Franchisee from engaging in advertising and promotional activities relating to any of the Applicable Systems.
- 24.3. In case any confidential information is divulged to PABX Franchisee for proper implementation of an Agreement, it shall be binding on PABX Franchisee and its employees to maintain its secrecy and confidentiality.
- 24.4. PABX Franchisee will ensure that the Telecommunication 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.
- 24.5. PABX Franchisee shall obtain the prior written permission of BSNL if BSNL's name in any form is used for raising the equity or funds in other form for this project through some equity issue or otherwise.

For PABX Franchisee  
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For BSNL  
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24.6. PABX Franchisee shall abide by all legal and other obligations as provided in this agreement.

## 25. Set- off:

- 25.1. Any sum of money due and payable to PABX Franchisee under this Agreement or otherwise shall be appropriated by BSNL under intimation to PABX Franchisee 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 PABX Franchisee with BSNL.
- 25.2. In the event any sum of money or claim becomes recoverable from or payable by PABX Franchisee to the BSNL either against this agreement or otherwise in any manner such money or claim can be (without restricting any right of set off for counter claim given or employed by law) deducted or adjusted against any amount or sum of money then due or which at any time thereafter may become due to PABX Franchisee under this franchise agreement or any other agreement or contract between BSNL and PABX Franchisee .
- 25.3. The set-off as contemplated hereinabove if done beyond 10% of the total receivable of any month shall be done under intimation to PABX Franchisee Bankers' to enable them to create the required cover for their recoverables of the month in which such set off is contemplated.

## 26. Indemnification:

- 26.1. PABX Franchisee agrees 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:
- 26.1.1. Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunication operator or regulator applicable to such party;
- 26.1.2. Any breach of the terms and conditions of this agreement by PABX Franchisee ;
- 26.1.3. Any claim arising out of recoveries or any other reason from Banks/ Financial Institutions / third parties.
- 26.1.4. Any claim of any infringement of any intellectual property right or any other right of any third party or of law by PABX Franchisee ;
- 26.1.5. Any claim made by any third party arising out of the use of the services and arising in connection with degradations of services as defined in the Quality of Service (QoS) to BSNL's customers caused solely by PABX Franchisee.
- 26.2. This clause shall survive the termination or expiry of this Agreement.

## 27. Relationship

- 27.1. Each party understands that it is an independently owned business entity and this Agreement does not make it, its employees, PABX Franchisee or agents as employees, agents or legal representatives of the other party for any purpose whatsoever. Nothing contained in this Agreement will be deemed to form a Partnership, agency or Joint venture between the Parties.
- 27.2. 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.

For PABX Franchisee  
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For BSNL  
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27.3. In case, any party, its employees, PABX Franchisee 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.

## 28. Liability

28.1. 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.

## 29. Notices

29.1. All notices, communications and other correspondence required or permitted by this Revenue Share Agreement shall be in writing and shall be sent by

29.1.1. Fax/e-mail, with confirmation copy sent by registered Post, or

29.1.2. By personal delivery with acknowledgement of receipt.

29.2. There shall be a Nodal Officer of BSNL in each Circle, who shall be General Manger (Enterprise Business) or any other Officer nominated by the concerned CGM of the Circle for the purpose and shall be responsible for monitoring of services to be provided and settlement of accounts as per terms and conditions under this agreement.

29.3. All communication to BSNL shall be addressed to the Head of the concerned Telecom Circle of operation (with a copy to the EB Unit where empanelled).

29.4. The communication to the PABX Franchisee shall be addressed to at its Registered/Head office:

(Name of the PABX Franchisee)

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----Address-----

Email id:-----

Fax No:

29.5. All such notices, communications and correspondence shall be sent and deemed to have been received as follows:

29.5.1. If sent by fax, upon receipt of the confirmation copy:

29.5.2. If by-mail proof of sent copy and

29.5.3. If by personal delivery, courier or registered mail, upon receipt or refusal of delivery.

29.6. A party may change the address to which notices are to be sent through a written intimation on the firm's/company's letter head, signed by authorised signatory complying herewith effect.

For PABX Franchisee  
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For BSNL  
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### SCHEDULE III - FINANCIAL TERMS & CONDITIONS

#### 30. Billing and Collection

- 30.1. All Billing to the Customer/Customer shall be done only by BSNL and the PABX Franchisee shall not charge the Customer directly for any service.
- 30.2. All commercial invoices for the provision of services shall be raised on the Customers by BSNL with 2 (two) copies of the bills marked to PABX Franchisee. Such bills shall be raised on a monthly basis wherein the billing cycle in all cases shall commence on the 1<sup>st</sup> day of the month or as per the billing schedule of BSNL which may change as per its business and technical needs.
- 30.3. No additional service other than authorized by BSNL is to be provided to the Customers of BSNL, free or on charged basis without written approval of BSNL.
- 30.4. PABX Franchisee shall collect the payments on BSNL's behalf wherein all payments so collected shall be in the form of a Cheque/Demand Draft/ Bankers' Cheque/Any Other Banking Instrument drawn in favour of BSNL.
- 30.5. PABX Franchisee shall deposit all payments so collected in the cash management service of a BSNL designated escrow bank account which shall be established for at the Telecom Circle Level and that the consolidated daily collections for each Circle shall be pooled by such designated bank into the designated bank accounts of BSNL at the respective Telecom Circle. BSNL shall cause such bank to provide all deposit, collection and MIS details to PABX Franchisee.
- 30.6. PABX Franchisee shall on receipt of the above said details from BSNL's bankers' collate the data and provide collection, outstanding and credit to accounting units (concerned SSA) MIS as per the format provided in **Annexure VI** for each Telecom Circle. Such MIS would be generated by PABX Franchisee on a monthly basis and be provided to BSNL by the 22<sup>nd</sup> day of the next month and would contain details of all collections made till the 15<sup>th</sup> day of the next month wherein the term next month would denote the month falling immediately after the month for which the bill has been raised. For example if a BSNL has raised bills for the month of April 2017, then PABX Franchisee shall provide such MIS by the 22<sup>nd</sup> day of May, 2017 for collections made by the 15<sup>th</sup> day of May, 2017.
- 30.7. BSNL would provide to all such banks holding the said escrow accounts standing advice to transfer an amount equivalent to 20% (Twenty Percent) of each collection to the designated account of PABX Franchisee and the balance to the respective SSA as determined from the deposit slip.
- 30.8. PABX Franchisee shall strive to collect all payment and in case any bill remains uncollected for 30 (thirty) days from the due date of the said bill, PABX Franchisee shall intimate the respective customer to deposit the amount within 10 days of such intimation. In case of non-payment PABX Franchisee shall inform the respective Circle Nodal Office of the same to activate the disconnection process.

#### 31. Tariffs to the Customers

- 31.1. The tariffs for the services offered to BSNL customers shall be decided by decided by BSNL from time to time.
- 31.2. The tariffs to be levied shall comprise of the following components:

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31.2.1. One Time Registration Charges

31.2.2. Monthly Rentals for Analog POTS extensions

31.2.3. Monthly Rentals for DSL extensions

31.2.4. Monthly PSTN Call charges made from extensions

31.2.5. Charges for any other service(s)

31.2.6. Any other charges as per prevailing policies of BSNL/ TRAI/ DOT/ Government of India.

31.3. Three months advance rentals to be collected in advance from the customer as refundable security deposit.

31.4. The tariffs chargeable to the end customers shall be as per **Annexure II**. The tariffs applicable for the customers shall be liable to change from time to time at BSNL’s discretion.

31.5. 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.

## 32. Revenue Share for both parties:

### 32.1. Revenue Share Table

S No.	Services	BSNL Share (In %)	Franchisee Share (In %)
1)	<b>Voice Services</b>		
	- 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)	<b>Value Added Services</b>		
	- 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)	<b>Call Charges</b> (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)	<b>Call Charges</b> (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)	<b>Call Charges</b> (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)	<b>Broadband Charges</b> (Including rental charges, plan charges and data usage charges)	80%	20% (Subject to maximum of Rs.100/port)
7)	<b>Broadband Charges</b> (Including rental charges, plan charges and data usage charges) In case trunk connectivity (Last Mile) provided by franchisee in TNF area.	70%	30%
8)	<b>Wireless PRI Rental Charges</b> (In case BSNL charges rental from customer)	40%	60%

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- 32.2. 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.
- 32.3. PABX Franchisee shall not be entitled to any revenue share from the Value added services that may be provided by BSNL to the customers through the PABX unless so described explicitly in revenue share Schedule.
- 32.4. BSNL may charge the customer for other services and/or connectivity's, such as for Leased Line Charges, Internet Connectivity, Special construction Charges etc. but shall not be liable in any manner whatsoever to share such revenue's with PABX Franchisee whether or not the delivery of such service is routed through the Voice & Data PABX installed by PABX Franchisee.
- 32.5. Rebates and compensation given by courts due to deficiency attributable to the Franchisee, if any, to the customers in case of non availability of services or whatever reason shall be deducted from the gross revenue before the Revenue Share of PABX Franchisee is calculated.
- 32.6. Revenue share shall be payable by BSNL to PABX Franchisee on monthly basis subject to deduction of TDS if any and applicable prevailing Service Tax rules or any other applicable tax laws.

### 33. Payment of Revenue Share to PABX Franchisee

- 33.1. BSNL would advice bank holding the escrow account in the respective Telecom Circle to remit to the designated account of PABX Franchisee an amount equal to 20% of each collection immediately upon the clearance of the said payment.
- 33.2. PABX Franchisee shall for the purposes of final settlement submit to the office of the the respective Telecom Circle a claim for the balance receivable revenue Share as per the format provided in **Annexure – V** enclosing therewith copies of the invoices raised by BSNL to the respective customer. This claim shall be accompanied with the MIS provided in *Clause 30.6* of this Schedule provided herein above.
- 33.3. The claim shall be made only for collected invoices,
- 33.4. Such claim of revenue share shall be raised against
- 33.4.1. Monthly Rentals (net of cancellations, if any) collected by BSNL in respect of all customers of the respective PABX Franchisee.
- 33.4.2. PSTN/SIP call charges/Data Usage charges which have been collected.
- 33.5. Payment shall be thereafter be made by the concerned BSNL's Circle Office within 14 (fourteen) working days of presentation of a claim.
- 33.6. The payment shall be made to PABX Franchisee by way of a crossed cheque or through direct bank transfer basis in the name of PABX Franchisee as first mentioned in this agreement or in such other name and/or in the name and account as may be designated by the bankers' of PABX Franchisee .
- 33.7. Further in case the bankers' of PABX Franchisee create a lien of whatsoever nature on the revenue share receivables, BSNL shall have no objection to the same and shall make payments in the name and accounts as may be designated by them.

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## **SCHEDULE IV- TECHNICAL TERMS & CONDITIONS**

### **34. Introduction (Technical Terms & Conditions)**

- 34.1. This schedule deals with the network architecture and technical details of the equipment that shall be installed by PABX Franchisee under the scheme.
- 34.2. Every activity in respect of architecture and installation shall be decided and carried out by the PABX Franchisee through prior consultation with BSNL.

### **35. Equipment Standards & Specifications**

- 35.1. 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 interchangeability within and across the installation.
- 35.2. 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.
- 35.3. The PABX Franchisee shall provide all the necessary Interfaces in the PABX to interconnect with the BSNL Network.
- 35.4. PABX Franchisee shall also provide a point of separation so that in case of any fault the BSNL network can be separated from the PABX Franchisee network. He should also make arrangement for the localization of the fault and its rectification at the Customer end.
- 35.5. The PABX's so offered shall among other features also necessarily contain the following Phone Plus Features provided by BSNL:
- 35.5.1. Call Waiting
  - 35.5.2. Abbreviated Dialing
  - 35.5.3. Hot Line
  - 35.5.4. Call Transfer (Call Forward)
  - 35.5.5. Automatic Wake-Up/Reminder Call Service
  - 35.5.6. Caller Line Identification Presentation (CLIP) on all Extensions
  - 35.5.7. Phone Bell Check
  - 35.5.8. Electronic Locking for STD/ISD
  - 35.5.9. Call Conferencing
- 35.6. The PABX 's so offered for the services should be able to support DID facilities.

### **36. Quality of Performance**

- 36.1. PABX Franchisee shall make suitable modifications in their solutions to support the requirements as prescribed by TRAI (Regulator or any other statutory authorities) from time-to-time. PABX Franchisee shall support operation of Network conforming to Quality of Service standards subject to other directions as the competent authority may give from time to time. PABX Franchisee shall adhere to such QoS standards and provide timely information as required therein.

For PABX Franchisee  
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**36.2. PABX Franchisee shall be responsible for: -**

- 36.2.1. Maintaining the performance and quality of service standards.
- 36.2.2. Maintaining the MTTR (Mean Time To Restore) within the specified limits of the quality of service as given below in respect of normal failures excluding catastrophes:
- 36.2.3. 99% of faults reported by Customers should be rectified within 24 hours.
- 36.2.4. PABX Franchisee will keep a record of number of faults and rectification reports in respect of the service, which will be produced before BSNL as and when and in whatever form desired.
- 36.2.5. Total system up time in no case shall be less than 99%.
- 36.2.6. In case of fault in the PABX Franchisee owned network/equipment resulting in non-availability of the service, the fault shall be rectified within 24 hours.

**37. Connectivity to BSNL Network**

- 37.1. Connectivity from PABX Franchisee's equipment to BSNLs' switching network (Voice and Data) shall be provided through Digital / IP trunks.
- 37.2. For this purpose Franchisee has to ensure the secure and safe access to Public Network through BSNL's connectivity and approved interface as per latest IR of TEC (vide no. TEC/IR/SW/PBX-004/03/MAR2015/ or latest as applicable).

For PABX Franchisee  
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## ANNEXURE I – DEFINITIONS

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

1. **BSNL** means Bharat Sanchar Nigam Limited and its officers
2. **CDR** means ‘Call Detail Record’ generated for the users of each BSNL Customer using the Telecommunication Services through the solution of the PABX Franchisee.
3. **CLI** refers to ‘Calling Line Identification’ of the BSNL Customer using the service through the solution of the PABX Franchisee.
4. **CPE** means ‘Customer Premise Equipment’, consisting of xDSL modem, Splitter or any other equipment installed at customer’s premises.
5. **Customer** is the user of Telecommunication Services under a subscription scheme. The user may be a person, company or any other legal entity.
6. **DEL** means ‘Direct Exchange Line’ of the BSNL working in the area of operation.
7. **DOT** means the Department of Telecommunications.
8. **IP** means Internet Protocol.
9. **LEA** means Law Enforcement Agency for Lawful Interception.
10. **PABX** means Private Automatic Branch Exchange.
11. **PABX Franchisee** shall refer to Firm / Company who is empaneled at National Level or Circle Level for providing the Hardware, Software, its installation, support and maintenance of Solution for providing Telecommunication Services to BSNL’s customers on revenue share basis and has entered into an agreement with BSNL.
12. **PSTN** means **Public Switched Telephone Network** is a Switched Fixed Specified Public Telecommunication System providing a two-way switched telecommunication service.
13. Party or parties, BSNL, vendor, company, are referred to as ‘Party’ and collectively as ‘Parties’.
14. **Quality of Service** means evaluation of service on the basis of observed measures on the grade of service. The Quality of Service also includes acceptable grade of number of faults per unit population of the Customers served.
15. **MTTR** means Mean Time to Repair faults.
16. **SIP** means Session Initiation Protocol.
17. **SSA** means Secondary Switching Area as defined by BSNL.
18. **Tariff** means Charges payable by the Customer for the service provided.
19. **TEC** means Telecommunication Engineering Centre
20. **Telecommunication Services** means services as defined in *Clause 7 of Schedule – I* to this Agreement.
21. **Telecom Circle** means the geographical area of the BSNL circle providing the Telecommunication Services as defined by BSNL.
22. **TRAI** means Telecom Regulatory Authority of India established under the TRAI Act, 1997.

For PABX Franchisee  
Signature:  
Name:  
Designation:  
with Seal

For BSNL  
Signature:  
Name:  
Designation:  
with Seal

## Annexure-II - Tariff

### 1. One Time Registration Charges: Rs. 1000/- per customer

### 2. For Single Billed Customers

S. No	Service Heads	Small Size (Upto 48 ports)	Medium Size (> 48 to 96 Ports)	Large Size (Beyond 96 ports)
1)	Rental Charges per port per month- Voice Services			
	Analog /Digital Voice Extension	100	75	60
	IP Voice Extension (for use with IP Phone)	N.A.	N.A.	180
2)	Rental Charges per port per month - Value Added Services			
	FCT Port (for GSM Trunk Connectivity)	300	225	180
	Voice Mail Port	N.A.	225	180
	Interconnectivity Port	N.A.	N.A.	180
	ADSL Port	N.A.	N.A.	180
	E&M Port	N.A.	N.A.	180
	Additional Trunk Ports (beyond minimum 10% or on free rental as per the scheme)	N.A.	N.A.	180
	Other Misc. Port	N.A.	N.A.	180
3)	Rental Charges per month - Trunk Side			
	GSM Trunk	Plan 999 or above	Any Post Paid BSNL Mobile Plan	
	Analog CO Trunk	Any Plan of Rs. 2450 or above	Any BSNL Landline Plan	
	ISDN BRI Trunk	N.A.	Any BSNL Plan	
	E1/ISDN PRA Trunk on Wired Line	Any PRA Plan		
	E1/ISDN PRA Trunk on Wireless (In case of TNF)	Any PRA Plan		
	E1/ISDN PRA Trunk on Wireless (In case of customer demand)	15,000	15,000	15,000
	Data Link through DSL, Leased Line, Nx64 and Tier 1 or 2 Ethernet Switch with BBRAS (for individually billed sites only)	–N.A.		Any BSNL Data Plan

3. PSTN Call charges made from extensions : As per applicable tariffs & discounts

4. Any other service(s): As per applicable tariffs & discounts.

### 5. Note:-

5.1. The Digital phones, IP Phones, special purpose phone, Operator console, Video conferencing equipment, IP Cameras, networking (Router /Convertor/Switch/Wifi Radio etc.) or any other additional accessories **for PABX under BSNL’s “Open Policy for Free PABX”**, if required by the customer from BSNL, same can be provided by BSNL on outright purchase basis through PABX Franchisee by adding BSNL margin plus applicable taxes as per BSNL procurement guidelines as applicable. For systems larger than 100 extension ports, the digital phones however can also be provided on R&G basis.

For PABX Franchisee  
Signature:  
Name:  
Designation:  
with Seal

For BSNL  
Signature:  
Name:  
Designation:  
with Seal

5.2. **The formula for R&G:** The franchisee will be asked to give a quote for the customer’s requirement and BSNL shall submit cost proposal to the customer. BSNL will add 10 % service charge on yearly rental calculated as follows:

$$\text{Yearly Rental for 3 years (Say)} = \frac{(\text{Cost} + 20\%)}{3} + 10\% \text{ BSNL's Service charge}$$

6. **Discounting Structure** – shall be based on ARPU per extension port and shall be as under.

6.1. **100% Rental Waiver on Wireless PRI:** Rental charges on wireless PRI will be completely waived off in the following cases:

6.1.1. Area is Technically Not Feasible

6.1.2. Average revenue from PRI Calling is more than Rs. 1.5 Lacs per PRI.

6.2. **Extension Rental Waiver – 100%:** Rental charges on all voice extension ports will be completely waived off if average ARPU per extension port is Rs. 450 or more. This ARPU will be ensured by taking written commitment from customer for minimum billing charges for a minimum period of two years.

Or

Providing PRI plan in a way wherein only plan charge itself ensures average minimum ARPU of Rs.450 on each extension. It would need to be ensured that the customer does not change the plan within two years of the commencement of service with a view to bring down the ARPU.

Or

In case no commitment is being given then the rentals shall be waived off only with the prior consent of the PABX Franchisee and due approval of the CGM based on a recommendation from GM/PGM (TD) or GM (EB) with a view to match the competitors’ tariff or with a view to retain or bring to fold a customer of high potential.

Remarks: Please note that in case per PRI average revenue is more than 1.5 Lacs and average ARPU is more than Rs. 450 per extension; both wireless PRI rental and extension rental will be completely waived off.

6.3. **Extension Rental Waiver – Up to 50%:** General Manager (Telecom District) / PGM in every SSA or General Manager (Enterprise) in every Telecom Circle will be empowered to give discount of 50% on extension rental charges with the consent of PABX Franchisee. This discount may be given by GMTD or GM-EB or PGM in order to match competitor’s tariff or tariff may be reduced in order to keep the competitor out of customers’ premises.

For PABX Franchisee  
Signature:  
Name:  
Designation:  
with Seal

For BSNL  
Signature:  
Name:  
Designation:  
with Seal

### Annexure-III - 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

For PABX Franchisee  
Signature:  
Name:  
Designation:  
with Seal

For BSNL  
Signature:  
Name:  
Designation:  
with Seal



## ANNEXURE IV – PROFORMA FOR BANK GUARANTEE

To,

**Bharat Sanchar Nigam Limited  
Bharat Sanchar Bhawan,  
H C Mathur Lane, Janpath,  
New Delhi – 110 001.**

**(Incise of National level Franchisee  
empanelment)**

**/ Bharat Sanchar Nigam Limited  
Circle Office Address.....  
(Incise of Circle level Franchisee empanelment)**

1. In consideration of the BSNL having agreed to sign an agreement with PABX Franchisee having its Corporate office at ..... and Regestered Office at ..... to provide Telecommunication Services through the provision of Voice and Data PABX and their installation, support and maintenance to BSNL's Customers on Revenue Share Basis (hereinafter called 'the Service') as per the Agreement (hereinafter called 'the said agreement') on the terms and conditions contained in the said agreement, which inter-alia provides for production of a Bank Guarantee to the extent of Rs.25,00,000.00 ( Rupees Twenty Five lakhs only) [in case of a National Level PABX Franchisee ] / Rs.1,00,000.00 ( Rupees one lakhs only) [in case of a Circle Level PABX Franchisee ] (which may be revised upwardly on annual basis ) for the service by way of security for the due observance and performance of the terms and conditions of the said agreement. We \_\_\_\_\_ (indicate the name and address and other particulars of the Bank) (hereinafter referred to as 'the Bank') at the request of PABX Franchisee hereby irrevocably and unconditionally guarantee to BSNL that PABX Franchisee shall render all necessary and efficient services which may be required to be rendered by PABX Franchisee in connection with and/or for the performance of the PABX Franchisee and further guarantees that the services which shall be provided by PABX Franchisee 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 Rs.25, 00,000.00(Rupees Twenty Five lakhs) [in case of a National Level PABX Franchisee ] Rs. 1,00,000 (Rupees One Lakh only) [in case of a Circle Level PABX Franchisee ] against any loss or damage caused to or suffered or would be caused to or suffered by BSNL by reason of any breach by the said PABX Franchisee of any of the terms and conditions contained in the said agreement including failure to extend the validity of this guarantee or to give a fresh guarantee in lieu of the existing one.
3. We, the Bank hereby, in pursuance of the terms of the said agreement, absolutely, irrevocably and unconditionally guarantee as primary obligor and not merely as surety against the payment of an amount of Rs.25, 00,000.00(Rupees Twenty Five lakhs) Rs. 1, 00,000 (Rupees One Lakh only) [in case of a Circle Level PABX Franchisee] to BSNL to secure due and faithful performance by PABX Franchisee of all his/ their 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 way of loss or damage caused or would be caused to or suffered by the BSNL by reason of breach by the said PABX Franchisee of any of the terms or conditions contained in the said agreement or by reason of PABX Franchisee's failure to perform any of it's obligations under the said agreement.
5. We, the Bank, hereby agree that the decision of the BSNL as to whether PABX Franchisee has failed to or neglected to perform or discharge his duties and obligations as aforesaid and/or

For PABX Franchisee  
Signature:  
Name:  
Designation:  
with Seal

For BSNL  
Signature:  
Name:  
Designation:  
with Seal

whether the service is free from deficiencies and defects and is in accordance with or not of the terms & conditions of the said agreement 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 Bank Guarantee herein contained shall remain in full force and effect for a period of at least five year and six months from the date hereof or any extension thereof and that it shall continue to be enforceable till all the dues of BSNL by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL is satisfied that the terms and conditions of the said agreement have been fully and properly carried out by the said PABX Franchisee and accordingly discharged this guarantee.
- b) the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance of any obligations by the said PABX Franchisee 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 PABX Franchisee 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 PABX Franchisee or forbearance act or omission on the part of the BSNL or any indulgence by the BSNL to the said PABX Franchisee 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.
- c) any claim which we have against PABX Franchisee shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of the BSNL exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of us hereunder remains owing and outstanding.
- d) This Guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by PABX Franchisee.

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

8. Notwithstanding anything contained above, our liability, under the Guarantee shall be restricted to Rs.25, 00,000.00 (Rupees Twenty Five lakhs) only Rs. 1,00,000 (Rupees One Lakh only) [in case of a Circle Level PABX Franchisee ] and our Guarantee shall remain in force until five years and six 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 \_\_\_\_\_ for \_\_\_\_\_

(Name & Seal of the Authorised Signatory of the Bank)

**Witness:**

1.....  
.....

2.....  
.....

For PABX Franchisee  
Signature:  
Name:  
Designation:  
with Seal

For BSNL  
Signature:  
Name:  
Designation:  
with Seal

## ANNEXURE V – PROFORMA FOR CLAIMING REVENUE SHARE

Customer Name:

Name of SSA:

Name of Circle:

Customer's BSNL bill No- date-

A: Amount received through Escrow account= Rs. -----

B:- Details for the Amount Due to the PABX Franchisee:-

SNo.	Services	Qty	PABX Franchisee's Share (in %)	Total Amount paid by customer (in Rs.)	PABX Franchisee's Share payable (in Rs.)
1)	<b>Voice Services</b>				
	- Analog Voice Extension				
	- Digital Voice Extension (for use with Key Telephone)				
	- IP Voice Extension (for use with IP Phone)				
2)	<b>Value Added Services</b>				
	- FCT Port (for GSM Trunk Connectivity)				
	- Voice Mail Port				
	- Interconnectivity Port				
	- ADSL Port				
	- E&M Port				
	- Additional Trunk Ports				
	- Other Misc. Port				
	- Data Link through DSL, Leased Line, Nx64				
3)	<b>Call Charges</b> (Including all kind of trunk connectivity Rental Charges, Plan charges and Call Usage Charges) – In case trunk connectivity is on BSNL' Media				
4)	<b>Call Charges</b> (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.				
5)	<b>Call Charges</b> (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.				
6)	<b>Broadband Charges</b> (Including rental charges, plan charges and data usage charges)				
7)	<b>Broadband Charges</b> (Including rental charges, plan charges and data usage charges) In case trunk connectivity (Last Mile) provided by franchisee in TNF area.				
8)	<b>Wireless PRI Rental Charges</b> (In case BSNL charges rental from customer)				

Total revenue share of PABX Franchisee = Rs.

Total claim amount= B - A= Rs. (Rupees.....only)

### DECLARATION

We, \_\_\_\_\_ do hereby declare and confirm that the above mentioned amounts are true and corrects and have been claimed on the basis of the number of installed ports and as billed amounts of bsnl as shown in the bsnl's bills to the customer. We further undertake to pay back/adjust in future bills any amounts that have been claimed in excess.

Name and Signature of the PABX Franchisee  
Authorised Signatory

For PABX Franchisee  
Signature:  
Name:  
Designation:  
with Seal

For BSNL  
Signature:  
Name:  
Designation:  
with Seal

## ANNEXURE VI – PROFORMA FOR MIS TO BE PROVIDED FOR COLLECTIONS

BHARAT SANCHAR NIGAM LIMITED															
PABX Franchisee NAME _____			CIRCLE _____			FOR THE MONTH OF _____									
S.No.	Customer Name	Customer ID	SSA	Bill No.	Bill Date	Bill F/M/O	Billed Amount (in Rs.)	Collected Amount (in Rs.)	Cheque No.	Cheque Date	Drawn on	Deposit Date	CMS Deposit Slip No.	Cheque Clearance Date	SSA Credit Voucher Amount (in Rs.)

For PABX Franchisee  
Signature:  
Name:  
Designation:  
with Seal

For BSNL  
Signature:  
Name:  
Designation:  
with Seal