



OPPORTUNITY FOR VARIOUS EPABX MANUFACTURERS'/AUTHORIZED DISTRIBUTORS' TO PROVIDE VOICE & DATA EPABX'S TO BSNL'S CUSTOMERS ON REVENUE SHARE BASIS (Authorized distributors may also participate)

BSNL seeks to provide Telecommunication Services to Public Sector Undertakings, Government Organizations, MNCs, Corporates, Hotels, Housing Societies and all other Commercially Important Customers (CIC's) through the provision of Voice & Data EPABX's at their premises on a rental cum usage charge basis and accordingly seeks to empanel eligible parties for providing such Voice & Data EPABX's on a Revenue Share Basis to BSNL. Proposals are accordingly invited from interested companies for providing these EPABX's on non-exclusive, revenue sharing basis. The services can be offered by the concerned parties/companies after signing of the agreement with BSNL. Salient points of the agreement and eligibility criteria are given below.

TELECOMMUNICATIONS SERVICES THROUGH THE PROVISION OF VOICE & DATA EPABX'S TO BSNL'S CUSTOMERS

BSNL contemplates to provide the following services to its customers under this scheme

- Intra & Inter Office Voice Connectivity
- Data Connectivity & Internet Access through dialup & xDSL
- Value Added Services (VAS) – Voice mail and optionally services such as Predictive Dialers, Automatic Call Distribution, Information Pop-Up Screens, VoIP, Voice Mail, Inter Office Video-Conferencing etc

U.P. (East) circle BSNL seeks to propagate the scheme in it's service area.

The salient features of the scheme are as under:-

- The proposed agreement with the prospective parties/companies shall be entered for an initial period of five year with a provision of servicing each customer enrolled under the scheme for an initial period of five years.
- Empanelled parties/companies shall supply, install, operate and maintain the Voice & Data EPABX's on BSNL's advice.
- BSNL shall provide all back haul voice and data connectivity's to the said Voice & Data EPABX's.
- The customer shall provide all infrastructure for the installation and operation of the said equipment, as also provide internal wiring, telephone instruments and computers etc. for the smooth operations of the Voice & Data EPABX.
- 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 shall be charged on applicable rates of BSNL and data connectivity would be charged on the applicable rates of the bandwidth.
- BSNL shall share both the rentals and the call usage revenue at the rates prescribed in the Agreement.
- All revenue shares shall be paid only on the collected portion of the revenue.

- Parties shall be empanelled on the basis of the eligibility criteria provided in the Agreement and subject to their equipment meeting the technical specifications as set out in the agreement.
- The agreement shall be subject to the empanelled party/company providing to BSNL a Performance Guarantee of Rs. 1,00,000/- in the form of a Bank Guarantee for circle level vendors. The empanelled vendors shall collect the bill payments from subscribers on behalf of BSNL in the form of banking instrument drawn in favour of BSNL and no cash collection from subscribers should be allowed.
- The services shall be provided under the brand names of BSNL only.
- Both BSNL and the empanelled parties/companies shall jointly market the scheme.
- The empanelled party/companies shall be allowed to operate in U.P. (East) circle/ Circles subject to the terms and conditions set out in the agreement.
- The empanelled parties/companies can be subsidiary companies of the eligible party/company.
- The empanelled parties/companies can be authorized distributors of the ISO certified manufacturer of EPABX. The company should be authorized by the manufacturer to this effect. The authorized distributors should give a certificate of support from OEM/EPABX Manufacturer.

The prospective parties shall fulfill the following eligibility criteria for the purposes of signing the agreement.

- The eligible company shall be registered & incorporated in India under the Companies Act, 1956 as amended.
- The total foreign equity in the company shall not, at any time during the tenure of this Revenue Share Agreement exceed 49% of the total paid up equity share capital or as per the Foreign Direct Investment (FDI) limit for Telecom Companies prescribed by the Government of India from time to time.
- The signing company shall make no change in the Indian and Foreign promoter(s) or their equity participation without prior intimation to BSNL.
- The signing company shall ensure that its management control shall remain in Indian hands at all times
- The minimum annual turnover of the signing company shall be Rs. 50 Lac in Telecom during each of the three most recent financial years.
- The signing company shall be an ISO Certified Manufacturer of such Voice & Data EPABX.

Or

The empanelled parties/companies shall be authorized distributors of the ISO certified manufacturer of EPABX. The company should be authorized by the manufacturer to this effect. The authorized distributors should give a certificate of 10 years support from OEM/EPABX Manufacturer.

- The signing company shall possess support facilities in the Areas of Operation.
- The signing company or its group companies shall not be a Licensed Telecom Operator for any of the Telecom Services in India (except Delhi & Mumbai) nor acquire such license in the duration of this Agreement.

The equipment proposed to be installed under the scheme by the eligible parties/companies shall necessarily meet the following technical specifications.

- The equipment provided should be TEC approved in terms of the latest TEC GR's for ISDN and DID connectivity valid for at least 2000 ports as per the TEC GR I/IPX-01/02.MAR 2000 and IR/PBX-02/04.OCT 2003 respectively (as amended and superseded from time to time). The said TEC Interface Approval must clearly mention the status of the Applicant Company as a "Manufacturer" of the equipment sought to be provided.
- The PBX's so offered shall among other features also necessarily contain the following Phone Plus Features provided by BSNL:
 - Call Waiting
 - Abbreviated Dialing
 - Hot Line
 - Call Transfer (Call Forward)
 - Caller Line Identification Presentation (CLIP) on all Extensions
 - Phone Bell Check
 - Electronic Locking for STD/ISD
- The offered system shall also be ready for sending and receiving SMS (Short Messaging Service) through the use of SMS Phones.
- The PBX's so offered for the services should be able to support DID facilities.
- The PBX's so offered be scalable on the same platform from 50 ports to 1000 ports without any hardware shift.
- The PBX's so offered for installation should be able to support Analog, Digital, xDSL and Other Value Added Service Ports with complete interchangeability within and across the installation. The offered exchange shall be an ISDN & VoIP ready switch.

ARE YOU INTERESTED ...

Please get in touch with us with the details of the Telecommunication Services you can provide on our network in U.P. (East) circle where you want to provide these services, at the following address :-

O/o General Manager (Enterprise Business)
BHARAT SANCHAR NIGAM LIMITED
Enterprise Business Cell
First Floor Bhopal House,
Lalbagh, Lucknow-226001.
Tel: 0522-2610104 / Mob.9415000480
Fax 0522- 2626800

The agreement can be availed by interested manufacturer after submitting the necessary documents as mentioned below. It is further intimated that interested manufacturers should submit the documents at the abovementioned address.

The copy of the Agreement containing the Commercial, Financial Conditions & Technical conditions shall be supplied on receipt of the following documents:

- Self Attested Copy of the Memorandum & Articles of Association and a Certificate of Incorporation issued by the Competent Authorities as required by Companies Act.
- Copies of the last audited annual accounts of last **three** financial years along with a Certificate from the Statutory Auditors' certifying that the Sales turnover of the Company in each of the last three financial years in Telecom Manufacturing Business is Rs. 50,00,000/-or more for circle level EPABX vendors.
- Please enclose a Self Certified Undertaking certifying that the total share capital held by Foreign Companies/Individuals does not exceed 49% of the total paid up share capital of the Company or as per the Foreign Direct Investment (FDI) limit for Telecom Companies prescribed by the Government of India from time to time
- Non-disclosure Undertaking (*on non-judicial stamp paper of Rs. 50/-*) (format enclosed)
- Power of attorney in favor of authorized signatory (*on Non-judicial stamp paper of Rs.50/-*) accompanied with the copy of the resolution of the Board/Management of the Company to that effect
- List of all Directors of the Company including their name(s), address (s) and contact telephone numbers (office & residence) duly signed by the authorized signatory
- Self Attested Copy of the latest Income Tax Return/Assessment Order
- Self Attested Copy of the ISO Certificate
- Attested True Copies of TEC Interface Approval Certificate
- Incorporation and Share Holding details
- In case of Authorized distributors of EPABX manufacturers, a certificate should be submitted from manufacturer, indicating that said company is authorized distributor of EPABX manufacturer
- In case of Authorized distributors of EPABX manufacturers, a certificate should be submitted by authorized distributor from manufacturer, indicating that manufacturer will support for a minimum period of 10 year for said product/EPABX in terms of supplying hardware, software or anything required for smooth functioning of EPABX
- Incorporation and Shareholding details of Subsidiary Company (In case the eligible company wishes to sign the agreement in its subsidiary Company)

Please note that requests made on FAX/e-mail for supply of the Agreement shall not be entertained.

FORMAT OF THE NON-DISCLOSURE UNDERTAKING

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

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

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

We further declare and undertake that if we do not agree to sign the above Agreement, we shall return back the copy of the Agreement (in original) back to GM (Business Development) U.P. (East) Circle 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 willful default in compliance to the aforesaid conditions.

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

(Name and Designation)
authorized signatory