

Bharat Sanchar Nigam Limited

(A Government Enterprises)

Non-exclusive Policy for Termination of International A2P Transactional SMS to Cellular Mobile Subscribers of BSNL & Collecting SMS responses

BSNL/EB-II/A2P-SMS-International/2015-16 Dated: January, 2016

Proposals are invited from interested and eligible companies for International A2P Transactional SMS to Cellular Mobile Subscribers of BSNL on non-exclusive & revenue sharing basis. The eligible companies can offer the services to BSNL's Mobile subscribers after entering into an agreement with BSNL.

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

1. Eligibility Conditions:

- 1.1 The company should be registered & incorporated under the Indian Companies Act, 1956.
- 1.2 During the currency of agreement company shall fulfill the requirements of TRAI TCCCPR-2010(6 of 2010) and as amended from time to time. In this regard, company who intends to receive reply from receipt of transactional message in response to the transactional message sent by him. Shall enter into the agreement with the access provider (here BSNL) under schedule VII of TCCCPR regulation (13 of 2014) dated 10.12.2014.

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

- 2.1 Copy of the Articles & Memorandum of Association.
- 2.2 Latest list of Directors on the board of the Company with their address(es), contact telephone numbers, Email Ids, DIN of each director, CIN of the company, etc.
- 2.3 Certified True copy of Board's/ Management's resolution in favor of authorized signatory.

- 2.4 Specimen signatures of the authorized signatory duly attested by Company's/authorized signatory's Banker.
- 2.5 Non Disclosure Undertaking (NDU), duly notarized on non judicial stamp paper of INR 50/- (NDU format enclosed at Annexure-I).
- 2.6 If any company has ILDO license, Telemarketer license & MNP dip in facility, he should submit certificate for both the licenses as given by licensing authority and self-certificate for MNP dip in facility.
- Or
- If company has ILDO license & MNP dip in facility but for Telemarketers work it has tied up with any registered telemarketers approved by licensing authority, it has to submit certificate for ILDO license & telemarketers license of the tied up company along-with agreement or certificate from telemarketer regarding their partnership arrangement and self-certificate for having MNP dip in capability.
- Or
- If company has telemarketers license & it has tied up with ILDO for bringing international SMS and for MNP dip in facility it has to submit telemarketers license of its own & ILDO license of tied up partner along-with agreement or certificate from ILDO regarding the partnership arrangement, ILDO should also give self-certification for having MNP dip in capability.
- 2.7 Undertaking that company or its ILDO partner have MNP dipping facility to ensure that only SMSs meant for BSNL customers are terminated.
- 2.8 Contact details i.e. Name, mail id, phone no., mobile no., fax no. of a responsible person for liasoning in this matter.

2.9 **Scope of the Work**

The broad list of activities agreed to be undertaken by the company would include,

- 2.9.1 **Operation & Maintenance:** Company shall be responsible for Operation & Maintenance of its requisite application/ content server(s) on 24x7x365 basis by a dedicated team. It shall include the regular monitoring & updation of the services based on market scenario/ trends, as per customers' tastes & preferences and/or as desired by BSNL.
- 2.9.2 **Billing information:** The necessary logs/ Call Detailed Records (CDRs) in support of delivery of content/ services shall be provided to BSNL, as per format & frequency requested for by it.
- 2.9.3 **Miscellaneous:** Any other activity(ies) necessary for the successful implementation/ provisioning of services.

Company shall provide Services to the Cellular Mobile subscribers of BSNL in **EAST/ WEST/ SOUTH/ NORTH Zones**. BSNL's Cellular Mobile Operations is divided into four Zones viz. East, West, North and South, comprising of the licensed service areas as defined below:

S. No.	Zone	Licensed service areas
1.	East	Orissa, West Bengal, Calcutta Telecom District, Bihar including Jharkhand, NE-I including NE-II, Assam, A&N
2.	West	Gujarat, Maharashtra, Madhya Pradesh including Chhattisgarh
3.	North	Punjab, Haryana, Himachal Pradesh, UP (East), UP (West) including Uttaranchal, Rajasthan, Jammu & Kashmir
4.	South	Kerala, Tamil Nadu, Karnataka, Andhra Pradesh, Chennai Telecom District

The services agreed to be provided in agreement under this policy,

- Company will send/push international transactional SMS traffic with the purpose to deliver into India to mobile subscribers of BSNL. BSNL shall be responsible for the correct routing of the SMS's terminated on its network by the company.
- Company will send/push international transactional SMS traffic only after scrubbing the SMS against MNP database and only messages meant for termination in BSNL's network should be pushed.
- Company can bring international transactional SMS traffic through authorized ILDOs.
- Company will accept international transactional outgoing SMS traffic, generated in response to terminating international transactional A2P SMS being delivered under the agreement signed under this policy to BSNL's mobile subscribers, with the purpose to deliver it back to the original source in other countries'. Company shall be responsible for the correct routing of such SMS's.
- BSNL shall allocate necessary access codes without any charge to company as per requirement.

2.9.4 Company during the currency of agreement shall fulfil the requirements of TRAI TCCCPR-2010(6 of 2010) and as amended from time to time. In this regard, Company who intends to receive reply from receipt of transactional message in response to the transactional message sent by him. Shall enter into the agreement with the access provider (here BSNL) under schedule VII of TCCCPR regulation, copy of same is placed at Annexure-II.

- 2.9.5 BSNL reserves the right to suspend the services wherever and whenever the field unit of the BSNL will be convinced that the SMS content is outdated/ obscene/ offending to the feelings of any religion or community or sect or against the Law or un-satisfactorily responsive.
- 2.9.6 Subject to the terms and conditions of the Agreement, the Services to be provided by BSNL pursuant to the Agreement & will ensure correct routing of International SMSs to Recipient Mobile Subscribers attached to its network.
- 2.9.7 Services shall be provided by BSNL with respect to international A2P Transactional SMSs received from company to Recipient Mobile Subscribers attached to its network.
- 2.9.8 Services by the company shall not be provided for the following types of SMSs:
- (i) A2P Promotional SMSs
 - (ii) SMSs containing the country code as +91 in the CLI
 - (iii) SMSs generated through a source or a number located outside India, if such source or number generates more than two hundred SMS per hour with similar signature.
 - (iv) Any other type of SMSs, specified by Regulator or Licensor from time to time.
- 2.9.9 As per TRAI guidelines in India, type of SMSs mentioned under paragraph (2.9.8) above shall not be either terminated to BSNL network or routed through BSNL's network to any other Telecommunication Operator in India and it would be the responsibility of the company that such SMSs are blocked at its end. Company will be liable for any legal action that may arise because of sending SMSs mentioned in paragraph (2.9.8).
- 2.9.10 BSNL will provide level 5 code (SMS header) to be used for sending transactional SMS as per applicable Indian regulation, In case company wants to use existing SMS header (CLI) It will have to take prior approval from BSNL before sending A2P Transactional SMSs.
- 2.9.11 Notwithstanding anything contained herein, the Services to be provided by BSNL shall be subject to technical feasibility. BSNL shall not be liable, if the SMS is not received by the Recipient Mobile Subscriber for any reason.
- 2.9.12 Company has to complete all formalities like submission of Customer Acquisition Form(CAF) etc related to Telemarketer's as envisaged in TRAI regulation TCCCPR'2010 with all its amendments.

3 General Terms and Conditions of the Agreement:

3.1 The agreement will be signed on All India basis. BSNL's Cellular Mobile Operations are divided into four Zones viz. East, West, North and South, comprising of the licensed service areas as defined below and accordingly, the company will have to integrate its system in each of these four zones:

S. No.	Zone	Licensed service areas
1.	East	Assam, Bihar including Jharkhand, Kolkata Metro, Orissa, West Bengal including A&N, North East (NE-I including NE-II).
2.	West	Gujarat, Maharashtra, Madhya Pradesh including Chhatisgarh.
3.	North	Haryana, Himachal Pradesh, Jammu & Kashmir, Punjab, Rajasthan, UP (East), UP (West) including Uttrakhand.
4.	South	Andhra Pradesh, Karnataka, Kerala, Tamil Nadu including Chennai.

3.2 The required connectivity to the ILD SSTP Gateway of BSNL will be provided by BSNL on SS7/SIGTRAN. Hosting space, inside BSNL premises, can be given subject to availability of space and feasibility. Infrastructure charges shall be applicable as per prevailing policy of BSNL amended from time to time.

3.3 The standard cost of content/service (revenue share) to Service provider (Company) is mentioned below :

3.3.1 SMS Termination fee:

S.No.	Push SMS per month	SMS charges(in paise per SMS)
		International Bulk Push SMS (ON-NET SMS only)
1	Less than 1 lakh	20 paise per SMS
2	1 lakh to <5 lakh	17 paise per SMS
3	5lakh to <12lakh	13 paise per SMS
4	12lakh to <50lakh	11 paise per SMS
5	50lakh to <100lakh	9 paise per SMS
6	1 crore to 5 crore	7.5 paise per SMS
7	More than 5 crore to 15 crore	7paise per SMS
8	More than 15 crore to 20 crore	6.5 paise per SMS

9	More than 20 crore to 30 crore	6paise per SMS
10	More than 30 crore	5.5 paise per SMS

3.3.1.1 BSNL shall charge a fixed termination fee as mentioned above per successful SMS from company. Successful SMS will mean the transfer of an SMS message from company to the subscriber of BSNL.

3.3.1.2 The above tariff is valid till 05.05.2016. However after this date, if the tariff are changed, company(ies) already having agreement signed with BSNL will have the liberty to either continue with the revised tariff or to quit without any cost to either party

3.3.2 SMS MO fee:

- i. BSNL shall pay company 20% of End User Price (EUP) charged from BSNL customers. i.e. Licence Fee and Spectrum as applicable and payable by BSNL to government, will be deducted from EUP, before sharing the revenue with company
- ii. To start with BSNL shall charge INR 1.00 per SMS MO as EUP from BSNL customers. BSNL reserve the right to modify the EUP during the currency of present agreement as per market conditions.
- iii. Payment shall be made on monthly basis by the company on receipt of the bill. The BSNL shall submit the Licensed Area-wise bill to the company. The payment of charges shall be made to the BSNL after deduction of TDS amount as per provisions of the Income Tax Act 1961.

3.4 The agreement with the eligible company will be signed for 38 months (out of which 2 months may be for installation, integration of equipment/system and starting of services).

3.5 Renewal or extension of the agreement will be based on the performance of the company and as per prevailing policy of BSNL at that time. As per current policy, the extension for one year can be considered. The decision of BSNL in this regard shall be final.

3.6 BSNL reserves the right to provide the Services on its own or to enter into Agreement with other service providers/ companies for providing similar services in its licensed Cellular Mobile Telephony service area(s) from time to time in future without any restriction on number of service providers.

- 3.7 Company shall be totally bound and obliged to comply with all applicable norms and directions issued from time to time by the Regulator (TRAI) or the Licensor (DOT) or Govt of India.
- 3.8 Being a new service, formalized and being implemented for the first time in BSNL network, no minimum revenue commitment is being prescribed. BSNL however reserve the right to review and prescribe minimum commitment during the currency of contract. The methodology of arriving at minimum commitment will be shared transparently with all service providers (Companies). Company has to submit requisite Bank Guarantee, as per the policy of BSNL. In the event, the Company doesn't wish to conform to the prescribed minimum commitment, it will have the right to exit services without any consequential damages.
- 3.9 Company shall deposit bank guarantee of INR 10 Lakh only against any violation of terms and conditions of the agreement to BSNL. It shall be valid for at least 44 months from the date of signing of agreement. The requisite BG has to be got deposited within 15 days of signing of agreement in the prescribed format (**Annexure-III**).
- 3.10 Company shall also provide Bank Guarantee of Rs. 1Crore with validity period of 18 months (**Annexure-III**). The amount of BG further to be taken from the company would be revised after 3 months for first time & 6 months subsequently. Company shall have to submit the revised BG as and when requested based on the prevalent policy of BSNL from time to time. However company will have liberty to either continue with the revised tariff or may quit without any cost to either party.
- 4 **Delivery of Service:**
The company shall ensure provisioning of commercial services in the complete agreed service area within 30 days of provision of requisite connectivity by BSNL. The verification and testing of successful integration, including proper charging, will be carried out by one of the Sub Divisional Engineers/ Junior Telecom Officer, to be nominated by the GM (CMTS), Nodal Centre.
- 5 **Marketing of Services:**
Company shall be responsible for the Marketing, advertising, etc. of these services at his own cost to enterprise customers who intend to push international A2P transactional SMSs into BSNL's network. BSNL shall be under no obligation to market & advertise the services defined under Agreement.
6. **Indemnification**
- 6.1 Company 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:

- a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party;
- b) Any breach of the terms and conditions in this agreement by Company;
- c) Any claim of any infringement of any intellectual property right or any other right of any third party or of law by Company;
- d) Any claim made by any third party arising out of the use of the services and arising in connection with interruptions or degradations of service caused solely by Company.
- e) The Company shall comply with all the Laws, Directives, guidelines etc. of the Land where Company is located and shall be fully responsible for the same. The Company shall indemnify BSNL for any liability arising out of non compliance of the same.

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

7. Dispute Settlement:

7.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CMD, BSNL, New Delhi.

OR

In case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CMD, BSNL.

OR

By whatever designation such an officer may be called (hereinafter referred to as the said officer).

AND

If the CMD, BSNL or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CMD, BSNL or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.

There will be no objection to any such appointment on the ground that the arbitrator is a BSNL Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CMD, BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

- 7.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 7.3 The venue of the arbitration proceeding shall be the office of the CMD, BSNL, New Delhi or office/residence of arbitrator.

8. Security and Lawful Interception

(a) In accordance with clause 6.1A of DOT guidelines vide letter No 842-725/2005-VAS-66 dated 31st July, 2008 and any directions of DOT thereunder, BSNL shall have the right to direct, to warn, to penalize Company or terminate the Agreement after considering any report of conduct or antecedents detrimental to the security of the nation. The decision of BSNL in this regard in accordance with such DOT directions shall be final and binding and in any case Company shall bear all liabilities in the matter and keep BSNL informed for all claims, cost, charges or damages in this respect.

(b) In accordance of DOT guidelines vide letter No 800-62/2008-ASP II/2 dated 14th May, 2008 Company shall provision for lawful interception for service which are being provided to BSNL subscribers. Further, any new Service, should be added/ commissioned in the network only after having confirmed the provisioning of appropriate monitoring facilities for the same.

9. Quality of Service:

- 9.1 The Company shall ensure the Quality of Service (QoS) as prescribed by TRAI (Regulator) from time-to-time. The Company shall operate and maintain its Network conforming to Quality of Service standards to be mutually agreed subject to such other directions as the competent authority may give from time to time. The Company shall adhere to such QoS standards and provide timely information as required therein.
- 9.2 In the process of operating the Services, the company shall be responsible for
- a) Installation, Operation & proper maintenance of the equipment.
 - b) Maintaining the performance and quality of service standards.
 - c) Response time to any query/ de-activation command from VAS Provisioning system shall not exceed 120 seconds.
 - d) 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:
 - i) 90% of faults reported by subscribers should be rectified within 24hours and 99% within three Calendar days.

- ii) The company 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.
 - e) Rectification of fault in the company owned links /equipment will have to be ensured within 24 hours.
- 9.3 The company shall be responsive to the complaints lodged by BSNL. He shall rectify the anomalies within the MTTR specified above and maintain the history sheets for each installation, statistics & analysis on the overall maintenance status and the same shall be made available to BSNL at desired intervals in prescribed format/ Performa.
- 9.4 The company has to complete all formalities like submission of Customer Acquisition Form (CAF) etc related to Telemarketer's as envisaged in TRAI regulation TCCCPR'2010 with all its amendments.
- 10. Infrastructure Charges:** When **company** installs its setup/ equipment in some other building outside the BSNL exchange, BSNL shall provide the connectivity free of cost if the Applicable system of **company** is installed within 2.5 kms from the nearest one of the interconnecting BSNL network element to enable proper working of EI/PRI. In this case, the line driver or the modem required for connectivity shall be provided by **company**. BSNL shall charge **company** for other telecom resources provided as per the applicable tariffs and/or discounts, if any. However BSNL may, at its sole discretion and availability may allocate space for hosting such infrastructure inside its own premises at prevailing rates as per the details given in **Annexure-IV**.
- 11.** This policy will supersede all other policies/ circulars/ agreements for provision of International A2P SMS's.

12. Submission of Proposal

Interested and eligible companies may submit their proposals alongwith all the requisite documents as per condition 2 above, on any working day to:-

EB Units of any of the field units of BSNL or alternatively to “GM (EB) O/o CGM of any BSNL Circle as preferred by the company as per it’s choice & convenience or its resource availability.

Draft agreement, containing the complete commercial, financial and technical conditions to be signed for providing this shall be forwarded to the eligible companies only, after evaluating the proposal containing the above documents in full. BSNL will scrutinize such proposal and will enter into an agreement within 15 days from the date of submission of complete documents. BSNL reserves the right to make necessary modifications in agreement, if required, before signing the agreement with company.

Note: This policy is open ended and any company which is interested and meets the eligibility conditions may submit its proposal on any working day. BSNL would however reserve the right of periodic review of the entire policy or any elements thereof based on its business needs.

ANNEXURE-I

FORMAT OF THE NON-DISCLOSURE UNDERTAKING

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

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

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

We further declare and undertake that if we declare not to sign the above Agreement with M/s BHARAT SANCHAR NIGAM LIMITED, we shall return back the copy of the Agreement (in original) back to the respective EB Unit of BSNL from which the draft copy of agreement was sought, acting on behalf of M/s BHARAT SANCHAR NIGAM LIMITED within one month without preserving any copy of the same, in any form, whatsoever.

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

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

ANNEXURE-III

PROFORMA FOR BANK GUARANTEE

To

**Respective BSNL EB Unit
Corresponding Address
BHARAT SANCHAR NIGAM LIMITED**

In consideration of the **BHARAT SANCHAR NIGAM LIMITED (BSNL)** having signed an agreement No. _____ dated _____ (hereinafter called 'the said agreement') with **M/s _____** (hereinafter called _____) regarding provision of the International A2P SMS termination/response services (hereinafter called 'the Service') to the subscribers of BSNL as per the terms and conditions contained in the said agreement, which inter-alia requires the submission of the Bank Guarantee of **Rupees Ten Lakhs/1 Crore** as a security towards the due observance and performance of the terms & conditions of the said Agreement. We _____ (*indicate the name and address of the Bank*) (hereinafter referred to as 'the Bank') at the request of **M/s _____** hereby irrevocably and unconditionally guarantee to BSNL **M/s _____** shall render all activities which may be required to be rendered by **M/s _____** in connection with rolling out of the services as mutually agreed and further guarantees that the service which shall be provided by **M/s _____** 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 **Rupees Ten Lakhs /One Crore** against any breach of any of the terms & conditions contained in the said agreement including failure to rollout the services as mutually agreed or to extend the validity of this guarantee or to give a fresh guarantee in lieu of the existing one.

3. We, the Bank hereby, absolutely, irrevocably and unconditionally guarantee as primary obligor and not merely as surety against the payment of an amount of **Rupees Ten Lakhs/One Crore** to the BSNL to secure due and faithful observance & performance by **M/s _____** of all his 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 reason of breach by the said **M/s _____** of any of the terms & conditions contained in the said agreement or by reason of **M/s _____** failure to perform any of its obligations under the said agreement including failure to rollout the services as mutually agreed.

5. We, the Bank, hereby agree that the decision of the BSNL as to **M/s _____** has failed to or neglected to perform or discharge his duties and obligations as aforesaid and/or failed to launch the services as mutually agreed, whether the service is free from deficiencies and defects and is in accordance with the terms & conditions of the said agreement or not 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 Guarantee herein contained shall remain in full force and effect for a period of at least thirty two months from the date hereof or any extension thereof and that it shall continue to be enforceable till BSNL is satisfied that the terms and conditions of the said agreement have been fully and properly carried out by the said **M/s _____** 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 **M/s**____ 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 **M/s**____ 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 **M/s**____ or forbearance act or omission on the part of the BSNL or any indulgence by the BSNL to the said **M/s**____ 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 **M/s**____ 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 **M/s**____.

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 **Rupees Ten Lakhs/One Crore** only and our Guarantee shall remain in force until Forty Four months/Eighteen 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 of _____, 201__ at _____

(Signed by the authorized signatory of the Bank)

(Please furnish here the full address of the concerned Branch of the Bank along with the contact telephone numbers, Mobile number and Fax number of the concerned Bank Official)

In the presence of Witnesses:

1. Signature
Name
Occupation
Address
Place

2. Signature
Name
Occupation
Address
Place

ANNEXURE-IV

CHARGES FOR INFRASTRUCTURE/ SPACE FOR HOSTING

1. BSNL will provide hosting space to **company** inside its own premises subject to availability of space. The availability of space will be decided by the concerned Zonal Incharge. The decision of BSNL authorities in this regard shall be final.
2. Co-location facility in BSNL premises will be extended to **company** subject to feasibility & payment of requisite infrastructure charges. The space for infrastructure required in such cases shall be provided by BSNL as per the requirement justified by the **company**.
3. The infrastructure charges shall include Space, power, air-conditioning and connectivity (E1s). The term connectivity means 'Local Connectivity' which is required for the provision of the service. If the Service provider's servers are located in BSNL premises/environment then this connectivity is to be treated as local connectivity. If the Service provider's equipments are placed at a distant location or outside BSNL environment, then such connectivity shall be provided if applicable system of Service Provider is installed within 2.5 Kms from interconnecting BSNL TAX/GMSC/STP to enable proper working of E1/PRI. Beyond this it will not be considered as local connectivity.
4. Infrastructure charges will be applicable as per infrastructure charge policy of BSNL amended from time to time.
5. As per existing policy of BSNL the infrastructure charges for these agreements are as follows. However, if the infrastructure policy changes, the changed version will be applicable at the time of signing of agreement. These rates are valid from 01.01.2012.

Power	Infrastructure Charges (Per Annum)
Upto 2 KW	Rs. 2.5 Lakh per deployment
Beyond 2KW	Rs. 3.5 Lakh per deployment

6. There will be annual increase of 10% from 1st January of every calendar year.