

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

**Policy for provision of Online Education Service (OES) to GSM, Broadband  
(on wire line & FTTH) Customers**

**BSNLCO-COMM/18(11)/4/2020-VAS-CM**

**Dated:13th Aug, 2020**

**1. Introduction**

- 1.1. BSNL is currently providing the GSM/PSTN services across the nation except Delhi and Mumbai and has a GSM subscriber base of approx. 119 Million Prepaid and Post-paid and 11 Million Landline subscribers. At present BSNL has 25 Million mobile data users and 5 Mn. wire line broadband customers, including FTTH customers, availing Services in different tariff plans. BSNL is the largest ISP and presently offers Broadband Service on wire line, fibre & wireless to its customers.
- 1.2. BSNL intends to provide Online Education on a chargeable basis to any customers, viz. GSM, Broadband (on wire line & FTTH) customers across any network of India and subject to feasibility. This Policy invites offers from Online Education Providers (OEPs) to enter into an agreement with BSNL on a non-exclusive, revenue sharing basis for offering Online Education Services (OES) to customers. The eligible Company/firm can offer Online Education Services in the designated area (Pan India) after signing the Service Agreement with appropriate BSNL authority as the case may be. The basic Objective of this Policy is to enable any customer to provide subscription based on-line education service to GSM and broadband (on wire line & FTTH) customers. The eligible companies are also required to do all the end-to-end management of the customer marketing, selling and servicing activities in coordination with various BSNL circles.
- 1.3. BSNL also expects complete Operation, Maintenance, Billing and provisioning support in respect of provision of online education to GSM & broadband (on wire line & FTTH) customers by the selected companies.

**2. Eligibility Conditions:**

- 2.1. The company shall either be a company registered and incorporated in India under Companies Act, 1956/2013 or a foreign company. In case company is Foreign Company, it can participate either through its established place of business in India duly registered with the Registrar of Companies, Ministry of Corporate Affairs, and Government of India or through its wholly owned subsidiary company registered and incorporate under company's act 1956/2013
- 2.2. The company should have a minimum annual turnover of Rupees 1 Crore during the last financial year or in current financial year at the time of submission of proposal in one of the following areas or any combination thereof,
  - a) Telecom applications/ Value Added Service/Online Education
  - b) IT applications
  - c) Content provisioning
  - d) Content development

e) Content application development

The turnover of parents / holding company may also be considered for deciding turnover criteria; the subsidiary company shall submit a declaration in this regard.

The company will have to submit a Turnover certificate from the company's Auditors/CA to this effect.

- 2.3. The period of non-exclusive agreement will be 26 months (2 months for installation of equipment & integration with BSNL network and 24 months for service). The agreement can be extended for a period of 12 months at a time.
- 2.4. The company will be required to submit a non-refundable empanelment fee of Rs. 4.5 Lakhs plus applicable GST for PAN India / Circle level along with the proposal in the form of DD in favour of Accounts Officer (Cash), BSNL, New Delhi.
- 2.5. There is no revenue commitment in this arrangement. To keep safeguard of BSNL revenue share, the agreement will be backed up with the initial Performance Bank Guarantee (PBG) of Rs. 5 Lakh for Pan India and 3 Lakhs for a Circle. The amount of Bank Guarantee shall be reviewed after every six months based on the Top line revenue. The amount of PBG will be 10% of last 3 month top line revenue or INR 5 lakh whichever is higher.
- 2.6. The Bank Guarantee is to be provided within 15 days of signing of the agreement. The Bank Guarantee should be valid for 32 months.
- 2.7. In case of breach of the terms and conditions of the agreement, BSNL may forfeit the PBG.

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

- 3.1. Copy of the Article of Association & Memorandum of Association.
- 3.2. List of Directors including their names(s) and address (es) along with contact telephone numbers, DIN of each director & CIN of the company.
- 3.3. Certified True copy of Board's/ Management's resolution in favour of authorized signatory.
- 3.4. Specimen signature of the authorized official duly attested by Company's/authorized signatory's Banker.
- 3.5. Latest audited Annual Report of the company, in case printed copy is not available then copy of the same duly certified by the Company Secretary/ Director/ Managing Director /Authorized Signatory of the company.
- 3.6. Turnover certificate from the company's Auditors/ CA mentioning the field of turnover as required under the eligibility conditions.
- 3.7. Non-refundable empanelment fees in the form of DD, required as per eligibility conditions.
- 3.8. Revenue generation commitment, required as per eligibility conditions and an undertaking clearly committing to submit the Bank Guarantee within 15 days of signing of the agreement.
- 3.9. NDU, duly notarized on non-judicial stamp paper of Rs.50/- (NDU format enclosed as Annexure-A).
- 3.10. Details of services, including price points, which the company wants to provide on BSNL's network.
- 3.11. Contact details i.e. Name, email id, phone no., mobile no., fax no. of a responsible person for liasoning in this matter.

3.12. Self-certification regarding number of deployments containing details of deployments.

**4. General Terms and Conditions:**

- 4.1. The agreement with the eligible company will be signed initially for 26 months (out of which, 2 months may be for installation, integration of the OEP Portal /equipment/ system with BSNL network and starting of the services).
- 4.2. Renewal or extension of the agreement will be based on year to year basis subject to performance of the OEP.
- 4.3. BSNL reserves the right to provide the Online Education on its own or to enter into Agreement with other service providers/companies for providing similar services in its licensed Telephony service area(s) from time to time in future without any restriction on number of OEPs.
- 4.4. Call Centre would need to be established by the company/OEP at its own cost, both for Tele-calling, subscriber verification & customer support. For the purpose of customer query & customer care a Toll Free number would be advertised by the Company/OEP. Toll Free number along with usage will be provided by BSNL on Free of cost basis to the company/OEP. This toll-free number should only be utilized for promoting the Online Education being provided under agreement with BSNL only. If any misuse of the facility is detected at any stage, the free Service shall be withdrawn.
- 4.5. **Operator agnostic:-** The system of the partner should be Interoperable among various systems of BSNL wherein partner has to enable its all network element with BSNL systems in seamless manner.
- 4.6. **Marketing of Services:** Marketing, advertising and promotion of online education agreed service besides sourcing the content for the services will be borne by the partner at its own cost. BSNL may market, if needed, the services provisioned through its Bundled products subject to commercial conditions, mutually agreed.
- 4.7. **Delivery of Service:** The Partner shall ensure provisioning of commercial services in the agreed service area within 30 days of provision of requisite connectivity by BSNL.

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

- 5.1. In accordance with DOT guidelines, any directions of DOT thereunder, BSNL shall have the right to direct, to warn, to penalize the partner or terminate the Agreement after considering any report of conduct or antecedents detrimental to the security of the nation. The decision of BSNL in this regard in accordance with such DOT directions shall be final and binding and in any case the partner shall bear all liabilities in the matter and keep BSNL informed for all claims, cost, charges or damages in this respect.

- 5.2. In accordance of DOT guidelines, the partner shall have provision for lawful interception for services which are being provided to BSNL subscribers using Voice bearer/data/SMS/USSD/PTT etc. Further, any new Value Added Services should be added/ commissioned in the network only after having confirmed the provisioning of appropriate monitoring facilities for the same.
- 5.3. In accordance with TRAI directions, no forced activations of services is to be done by any partner. In case a partner/OEP is found indulging in illegitimate/ forced activations, BSNL reserves the right to take action as per BSNL prevailing policy, amended from time to time.
- 5.4. TRAI guidelines on OEP/VAS services shall prevail as per TRAI directions time to time.

## **6. Provisioning of Service:**

- 6.1. The interested company/firm can offer 'Online Education Service' Through "BSNL PORTAL".
- 6.2. The customers / students on boarding shall be through designated BSNL Portal only. "BSNL PORTAL" Portal would be URL defined/ designed by the eligible Partners for the access of the OES whereby BSNL will host a page with Partner's offer, and capture the customer consent to buy the product (i.e. online education service).
- 6.3. When the customer shall consent to buy the product, with basic validations on customer phone number etc., it will be routed to the payment gateway of the Partner, where payment shall be concluded and confirmation will flow back to BSNL portal.
- 6.4. Thereafter, BSNL shall pass details of this customer to the Partner. As part of the commitment/offer by the Partner, Partner shall offer the customer 'X' amount of upfront discount, and additional discount to be passed to customer in the next three bills. This information shall flow back to the CDR system of BSNL.
- 6.5. Partner shall have to ensure the audit portal has adequate reconciliation mechanisms in place.
- 6.6. Tentative provisioning of service flow is enclosed herewith for reference as Annexure-B, however, it can be decided as per the requirement/feasibility of the networks in coordination with OEPs. Normally secure communication over internet shall be used for seamless flow of transactions between the systems

## **7. Revenue share:**

- 7.1. Revenue share between BSNL & Partner will be as under:

<b>Services</b>	<b>BSNL revenue share % of EUP (Min.)</b>	<b>Partner's revenue share % of EUP(Max.)</b>
<b>Online Education plan*</b>	<b>20</b>	<b>80</b>
<b>Any other</b>		

**\*This may be defined mutually by partner and BSNL.**

**Note: This revenue share will be on Basic amount net off GST. BSNL will claim revenue share by raising GST compliant invoice and GST amount will be added to revenue share amount.**

7.2. Subscribers shall have a pay option through net banking/credit card/debit card using existing Payment Gateway of OEP.

Portal shall provide landing page and Payment integration, all success and failure cases shall be reported to BSNL OEP Portal. The Billing to Partner for discounts passed through customer bills (if any) and Revenue share shall be done by nodal unit designated for interfacing with OEP. BSNL OEP Portal shall internally give details to respective billing systems for passing the credit / discount to customer as per agreement. BSNL will raise the invoice to OEPs for its revenue share on monthly basis.

## **8. Submission of Proposal:**

The proposal, complete in all respects, addressed to AGM (VAS), Second Floor, Bharat Sanchar Bhawan, HC Mathur Lane, Janpath, New Delhi-110001, can be submitted on any working day. BSNL will scrutinize such proposals and will enter into an agreement within 15 days from the date of finalization of the list of services & their respective price points else will communicate deficiencies.

**Annexure A**

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

We further declare and undertake that if we declare not to sign the above Agreement with M/s BHARAT SANCHAR NIGAM LIMITED, we shall return back the copy of the Agreement (in original) back to 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.

**Tentative provisioning of service Flow**

