

COMMENT ON PROPOSED EOI FOR PROVISION OF STK BASED CONTENT

No. 200-21/2012-VAS (Vol-1)

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BSNL is currently operating its 2G & 3G Cellular Mobile services across the Nation except in Delhi & Mumbai and has a subscriber base of more than 80 million.

BSNL is providing different Value Added Service on SMS, SIM Tool Kit (STK) based services, MMS, GPRS, WAP, 3G and USSD etc. to its Cellular customers.

BSNL intends to invite proposals from interested companies/content providers for providing SMS based Value Added Services listed under the STK menu of its GSM Mobile Subscribers on revenue sharing basis. To come up with final EOI document BSNL intends to initiate discussion based on comments from interested parties.

The GSM Mobile subscribers of BSNL have predominantly 16K/ 32K/ 64K SIMs. The indicative compilation of the services listed under the STK menu of the SIMs in circulation in BSNL's network is enclosed as Annexure-1. The STK menu may undergo change from time to time and the relevant content for such new service(s) shall be provided by the content provider as per Industry trend.

The proposal is to be invited from eligible firms/ companies for engagement to Manage and facilitate STK menu based content services as per list Annexure-1 and more such services as mutually agreed/added from time to time. The content for services will depend on the type of service and the content provider shall extend the latest content for the services without any discrimination vis-à-vis its offerings on its own short code or to some other Cellular Mobile Service Provider to whom it may be providing similar services.

THE SALIENT FEATURES OF PROPOSED EOI ARE HERE AS UNDER:

1. Eligibility criteria:

The Eligibility criteria for qualifying companies to participate in EOI shall be as below:

- 1.1 The Bidder company should be registered & incorporated under the Indian Companies Act, 1956.
- 1.2 The bidder company should have a minimum overall annual turnover (audited) of Rupees 10 Crore during the last 2 financial years out of last 3 financial years wherein mobile VAS revenue should be more than Rs.5 Crore during last 2 financial years out of last 3 financial years.
- 1.3 The bidder company must have 3 years experience of providing mobile VAS satisfactorily to at least 2 of the Indian Telcos (**other than BSNL & MTNL**) having network of at least 10 Million customers, during bidder's performance period of at least 1 year out of last 3 financial years. Company will have to submit experience certificate from the Telco to this effect.

- 1.4 The period of agreement will be for 2 years. BSNL may consider extension/renewal of the agreement for 2 years on yearly basis depending on the performance of the selected bidder and other terms & conditions like further revenue commitment backed up with BG etc.
- 1.5 Selected bidder company will have to give a commitment to generate minimum topline revenue of Rs.20 Crore (Twenty Crore) for pair of zones during the tenure of agreement. This revenue commitment has to be backed up with a Bank Guarantee @ 2% of committed revenue, i.e. Rs. 40 Lakh (Fourty Lakhs), within 15 days of signing of the agreement. The Bank Guarantee should be valid for 30 months and will be forfeited in case of not generating the committed revenue in agreement period.
- 1.6 Bidder company will have to deposit an Earnest Money Deposit (EMD) of Rs.10 lakhs in the form of DD in the name of A.O. (Cash), BSNL, New Delhi along with the proposal.
- 1.7 The company should not have substantial equity stake(10% or more), or vice versa, in and of any Basic services/ Cellular services/ Internet services/ Unified Access services/ National Long Distance services operating company (ies) in India or their promoters. Even at a later date, if there is a substantial change in the ownership structure of the company leading to the above mentioned types of companies/promoters getting more than 10% stake, then BSNL reserves the right to terminate the contract.
- 1.8 The company should not be a licensed service provider to provide Basic services/ Cellular Services/ Internet services/ Unified access services/ NLD services anywhere in India.
- 1.9 The bidder company will have to give undertaking related to availability and quality of content as mentioned in Annexure-I.
- 1.10 The Bidders should not have been black-listed by central/ state governments/ PSUs. The bidder is required to submit self certification in this regard in the technical bid.
- 1.11 Evaluation of bids of all the bidders found to be eligible as per the eligibility criteria will be done based on **financial bids (Part-B)** only.
- 1.12 Bid can also be submitted through a legally bound consortium (as per the format in Annexure-II) . However in such case , Front or main bidder, who will submit the bid on behalf of the Consortium, henceforth called the Bidder, shall have a minimum turnover of INR 10 Crore as per clause 1.2 above. The bidder only will interact with BSNL for all obligations/payments.
- 1.13 In case of consortium, a memorandum of understanding (MOU) defining roles & responsibilities of each partner(s) and signed by all the partners is to be attached with the bid, all Consortium partner(s) shall be jointly and severally responsible for the execution of the project and for due performance of the contract including continued post execution support.
- 1.14 Both, the bidder and Consortium partner(s) shall have to furnish separate Performance Bank Guarantees (PBGs), each for an amount equal to INR 40 Lakh. Similarly both the

bidder and consortium partner(s) shall be jointly and severally remain responsible for nonperformance inter-alia any other act that may lead to barring of business dealing with the bidders or banning of business with them.

- 1.15** Only one bid will be submitted by one bidder. In case of consortium based bids, the front bidder/ consortium partner(s) cannot be a consortium partner in another bid.
- 1.16** The bidder and Consortium Partner(s) shall also meet the conditions as per para 1.7 and 1.8.

2. SCOPE OF WORK

The work by the successful bidder, henceforth called as STK VASP shall comprise the following activities, which are indicative but not exhaustive:

- 2.1** The STK VASP should provide a platform to power and manage different Value Added Service on SMS using SIM Tool Kit to its Cellular customers on revenue sharing basis.
- 2.2 Subscription Platform:** The STK VASP should provide a platform common/single for both zones to power and manage subscription based service for various categories. The platform should allow the following:
- i. Provisioning of time / event based subscription packages
 - ii. Subscription, un-subscription & renewal of the subscription packages over SMS & OTA
 - iii. Integration with BSNL's existing billing systems and Centralized VAS Provisioning System cum Consent Gateway (CVPS cum CG) for taking second consent as per TRAI directions.
 - iv. Delivery of content through BSNL's SMSC's & OTA Delivery Platforms
 - v. Business Intelligence tool and Campaign Manager
- 2.3 Operation & Maintenance:** The STK VASP shall be responsible for Operation & Maintenance of the requisite gateway / application/ content server(s) on 24X7X365 basis by a dedicated team. It shall include the regular monitoring & updating of the content /services based on market scenario /trends, as per customers' tastes & preferences and/or as desired by BSNL.
- 2.4 Content arrangement:** The company/ STK VASP shall be responsible for arranging the required content along with the copyrights/ IPRs at its own costs.
- 2.5 Billing information:** The necessary logs/Call Detailed Records (CDRs) in support of delivery of content/services through the service to facilitate differential charging shall be provided to BSNL, as per format & frequency requested for by it.
- 2.6 Hosting infrastructure:** The VASP shall be responsible for arranging the hosting infrastructure for the requisite content/applications at its own costs.

- 2.7 Service availability reports:** The VASP shall provide daily reports to a designated officer of BSNL of all services of the STK menu. The reports should be based on manual testing done on a BSNL SIM card belonging to the respective zone.
- 2.8 Delivery Mechanism:** The delivery of the content/ services shall be through a short code (already burnt in the STK) using SMSC/SDP and/or OTA server (DP5/DP6) platform. BSNL reserves the right to change the access mode of services from OTA server to short code based or vice versa.
- 2.9 Connectivity Arrangement:** The SMSC/SDP & the OTA Server (DP5/DP6) infrastructure of BSNL is on zonal basis. The arrangement of connectivity to appropriate BSNL network element in all four zones will be at the costs of the company/ STK VASP.
- 2.10** The STK VASP shall deploy the necessary routers & leased lines locally in BSNL's premise in the respective zones.
- 2.11** BSNL shall allocate suitable memory space in SIM for SIM Tool Kit application.
- 2.12** BSNL will provide the company/ STK VASP, the access to its appropriate network element(s) to facilitate provision of the services and may provide requisite Public IP address (es) as well, if it is required.
- 2.13 Miscellaneous:** Any other activities necessary for the smooth implementation of the Project

3. EVALUATION CRITERIA OF THE PROPOSALS

- 3.1** The proposals will initially be screened based on the eligibility criteria and submission of all the requisite documents as asked for.
- 3.2** Index of the documents submitted in this bid should be mentioned clearly in the index so that evaluation committee is able to easily locate them.
- 3.3** The financial proposal of eligible bidders shall be evaluated & rated subsequent to the establishment of eligibility and compliance.
- 3.4** Company shall then be short-listed on the basis of lowest financial bid as per the financial evaluation criteria.
- 3.5** The technical proposals of the eligible companies shall then be screened/ rated on the basis of technical requirements like content arrangement(s), committed content updation frequency, response time (ex BSNL network) commitment, uptime commitment, scalability to handle SMS traffic, experience etc. The Companies may also be asked to give the presentations in respect of the technical evaluation.
- 3.6** Bidders will quote the cost of content/services (revenue share) in terms of percentage and this will be a single value i.e. bidders expected revenue in percentage out of the overall top line revenue generated by the selected bidder through STK menu. Evaluation of bids will be done based on financial bids (Part-B) only.

- 3.7** Evaluation of bids of all the bidders found to be eligible as per the eligibility criteria will be done based on financial bids (Part-B) only. If a company provides/ submits incomplete/mis-leading/ ambiguous information on any of the factors, it shall be awarded lowest possible score against that factor for the evaluation purpose.
- 3.8** The agreement will be signed with the finally short-listed company (ies). The VASP/content provider(s) so identified will have the initial term of two years, BSNL may consider extension/renewal of the agreement for 2 years on yearly basis depending on the performance of the selected bidder and other terms & conditions like further revenue commitment backed up with BG etc.

4. Award of work:

The work will be awarded in the group of zones to L1 and L2 bidders as follows:

- 4.1** Zones will be grouped in pairs as North-West & South-East.
- 4.2** The L-1 bidder will be given the option of selecting a Zone pair out of these two.
- 4.3** Bidders L-2 to L-n may be offered the other zone pair at L-1 rates (revenue share), in the sequence of their ranking, upon refusal of the bidder ranked higher to them.
- 4.4** In case of all bidders L-2 to L-n refusing to accept the offer, the L-1 bidder shall have to take up these two zones. EMD of L-1 bidder shall be returned only after either the acceptance of the offer is received from any of the L-2 to L-n bidders, or L-1 bidder signs the agreement and submits the requisite BG for the other zone pair as well.
- 4.5** In case of failure of the L-1 bidder to execute the agreement for its own choice of zone pair, the EOI process shall be aborted and EMD of L-1 shall be forfeited. However, in case of L-1 bidder's refusal to accept the other zone pair after the refusal of the offer by other bidders, its EMD shall be forfeited but the agreement may be executed for its own Zone pair.

5. General Conditions:

- 5.1** BSNL reserves the right to accept or reject any proposal or to annul this process and reject all proposals, at any time prior to finalization of the content/service provider(s) without assigning any reason whatsoever and without thereby assigning any liability to the affected participant on the ground of BSNL's action(s).
- 5.2** Any effort by a company to influence the proposal comparison/evaluation/ work award decision by way of overt/covert canvassing shall result in non consideration / rejection of its proposal
- 5.3** BSNL reserves the right to blacklist a participant for a suitable period (as deemed fit by BSNL) in case it fails to honor its proposal in totality.

6. Training to BSNL Staff:

It shall be responsibility of the selected bidders to impart the training at least once in 3 months to BSNL staff/ call center agent(s) along with process of searching STK menu in all types of handsets at least 60 man days in each zone.

7. Duration of Agreement

7.1 The agreement shall be signed for a period of 27 months (3 months for rollout and 24 months for service) unless revoked earlier for whatever reasons. BSNL may consider extension/renewal of the agreement for 2 years on yearly basis depending on the performance of the selected bidder and other terms & conditions like further revenue commitment backed up with BG etc. The decision of BSNL shall be final in regard to the grant of extension or renewal.

7.2 Selected bidder will have to give a commitment to generate minimum topline revenue of Rs.20 Crore (Rupees Twenty Crore) for pair of zones during the tenure of agreement. This revenue commitment has to be backed up with a Bank Guarantee @ 2% of committed revenue, i.e. Rs.40 Lakhs, (Rupees Forty Lakhs) within 15 days of signing of the agreement. The Bank Guarantee should be valid for 30 months and will be forfeited in case of not generating the committed revenue in agreement period.

8. Number of VAS Providers to be finalized:

Two VASPs, one each for two zones (North & West zones in one group and South & East zones in other group) will be finalized. Accordingly the agreement will be signed. 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 group as mentioned above:

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 Chhattisgarh
3.	North	Haryana, Himachal Pradesh, , Jammu & Kashmir ,Punjab, Rajasthan, UP (East), UP (West) including Uttarakhand
4.	South	Andhra Pradesh, Karnataka, Kerala, Tamil Nadu including Chennai

9. Location of Server of VASP:

9.1 Selected bidders may decide the location of server. In case of co location in BSNL premises (Zonal centers), prevalent Infrastructure charges as per BSNL policy at that time shall be charged. Prevailing co location charges are enclosed as Annexure-II. In case of selected bidders opting to locate their servers out of BSNL premises, then the cost of such connectivity shall be borne by the bidder.

10. End User Price of the Services (EUP):

- 10.1** At present, BSNL has fixed up the EUP for the services as mentioned in Annexure-I, except Logos, Picture Message and Ringtones are on M.O. basis. Prevailing tariff for M.O. is Rs.3/- (Rupees Two only). EUP for Picture Message is Rs. 4/- (Rupees Four only) each and EUP for Ringtone is Rs.9/- (Rupees Nine only).
- 10.2** In case any new service(s) is to be launched the EUP will be decided mutually. However the EUP is to be fixed as per prevailing industry pattern.

11. Delivery of Service

STK VASP shall ensure provisioning of commercial services in the complete service area within 60 days (sixty days) of provision of requisite connectivity by BSNL which will be provided within 30 days. The verification and testing of successful integration, including proper charging, will be carried out by one of the Sub Divisional Engineers/ Junior Telecom Officers, to be nominated by the Nodal Center.

12. Payment to STK VASP for Cost of Content/services (Revenue Share)

Payment shall be made on monthly basis to **STK VASP** on receipt of the bill/invoice. **STK VAS** shall submit the licensed service area (LSA) wise bill to the Zonal In-charge [who may be DET (VAS) or any officer as nominated by the GM (CMTS), Nodal Centre]. The Zonal In-charge shall verify the bill within seven day and CMTS Nodal Centre shall then release the cost of content/services payment to VASP within the next 15 days.

13. PENALTY :

- 13.1** The bidder company will have to give an undertaking that if selected, it would be providing all the services in STK menu as per details mentioned in EOI, and in case of non-availability of any content/service or complaints received about quality of any content/service, BSNL may make alternate arrangement at the cost of selected VASP i.e. BSNL may get content from other party and pay the cost of content directly to such content provider and recover the same alongwith 10% mark up to compensate for administrative cost from the selected VASP. However, if the selected VSP fails to provide the service for more than 30 days, such VASP may be given one month notice for termination of agreement and agreement may be signed with L3 vendor on approved L1 vendor terms & conditions including percentage of revenue share.
- 13.2** If the delay in commercial provisioning exceeds 90 (ninety) days without the prior consent of BSNL, BSNL reserve the right to terminate the agreement and/or recover liquidated damage charges @ Rs. one lakh per week for first 10 weeks and Rs.1.5 lakh per week for next 10 weeks. No further extension will be given after 20 weeks. The quantum of liquidated damages assessed and levied by BSNL shall be final and not challengeable by **VASP**.

14. Quality of Service:

14.1 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.

14.2 Company shall be responsible for:-

- Maintaining the performance and quality of service standards.
- Ensuring an overall Uptime of the services to be more than 98% on monthly basis.
- Maintaining the MTTR (Mean Time To Restore) of rectification of 90% of faults within 24 hours and 99% of such faults within 3 Calendar days, in respect of normal failures excluding catastrophes reported on monthly basis by subscribers or by BSNL authorities.
- Maintaining a record of number of faults and rectification reports in respect of the service, this will be produced before BSNL as and when and in whatever form desired.
- Ensuring that any fault at company's end resulting in non-availability of the service is rectified within three hours.

14.3 Company shall be responsive to the complaints lodged by BSNL. It shall rectify the anomalies within the specified MTTR and maintain the history sheets for each installation, statistics and analysis on the overall maintenance status & the same shall be made available to BSNL at prescribed intervals in prescribed format/ proforma.

15. Security and Lawful Interception for Value Added Service:

15.1 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 VAS Provider 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 VAS Provider shall bear all liabilities in the matter and keep BSNL indemnified for all claims, cost, charges or damages in this respect.

20.2 In accordance of DOT guidelines vide letter No 800-62/2008-ASP II/2 dated 14th May, 2008 VAS Provider shall provision for lawful interception for VAS which are being provided to BSNL subscribers using Voice bearer/DATA/SMS/USSD/PTT etc. Further, any new Value Added Services shall be added/ commissioned in the network only after having confirmed the provisioning of appropriate monitoring facilities for the same.

20.3 In accordance with TRAI Directions dated 04.07.2011, no forced activation of VAS is to be done by any VASP. In case VASP is found indulging in VAS forced activations, BSNL reserves the right to take action as per BSNL's prevailing policy, amended from time to time.

21 MARKETING

- 21.1 Marketing, advertising, promotion, etc., besides sourcing the content for the STK based VAS will be done by the selected bidders at their own cost. Selected bidders will ensure that their name does not appear anywhere. BSNL if deemed fit, will do marketing/promotion as per prevailing policy but this would not be cited by the selected bidder(s) as the reason for non achievement of committed topline revenue in case of failure if any, at any point of time.
- 21.2 As STK is BSNL branded service, BSNL may provide SMS push pipe/E1 free of cost for SMS upto 40 TPS per zone and/or E1s upto 2 numbers per zone for OBD promotions of the service. However STK VASP will adhere to the TRAI's guidelines in this regard. If the STK VASP requires more TPS capacity/E1s for OBD, the same can be provided on payment basis as per prevailing rates of BSNL.

22 Suspension, Revocation or Termination of agreement

- 22.3 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 competent government authorities. In such a situation, BSNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action. 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 **STK VASP** shall be payable by BSNL.
- 22.4 BSNL may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of ONE month issued to the **VASP** at its registered office, terminate this agreement under any of the following circumstances:
- a) **STK VASP** failing to perform any obligation(s) under the agreement;
 - b) **STK VASP** failing to rectify, within the time prescribed, any defect as may be pointed out by BSNL.
 - c) **STK VASP** going into liquidation or ordered to be wound up by competent authority.
- 22.5 EITHER PARTY may terminate the agreement, by giving notice of at least THREE month in advance. The effective date of surrender of agreement will be THREE month counted from the date of receipt of such notice by the other party or the authority that signed the agreement on behalf of other party.
- 22.6 If **STK VASP** 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 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.
- 22.7 It shall be the responsibility of **STK VASP** to maintain the agreed Quality of Service, even during the period when the notice for surrender/ termination of agreement is pending. If the agreed Quality of Service is not maintained during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of **STK VASP** and any cost of content/services payment pending with BSNL shall be forfeited.

22.8 Breach of non-fulfillment 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 **STK VASP** or not? **STK VASP** shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry.

23 Dispute Settlement

23.3 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.

23.4 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.

23.5 The venue of the arbitration proceeding shall be the office of the CMD, BSNL, New Delhi or such other places as the arbitrator may decide.

24 Force- Majeure:

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 **VASP**), 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. 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. However, the Force-majeure events noted above will not in any way cause extension in the period of the agreement.

25 Set Off

Any sum of money due and payable to **STK VASP** under this Agreement or otherwise shall be appropriated by BSNL 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 **STK VASP** with BSNL.

26 Indemnification

26.3 **STK VASP** 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 **STK VASP**;
- c) Any claim of any infringement of any intellectual property right or any other right of any third party or of law by **STK VASP**;

- 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 to BSNL's customers caused solely by **STK VASP**.

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

NOTE

Interested parties willing to work with BSNL for above work may send their comment on the different Paras of Proposed above EOI within 60 days of issue to yksharma_57@bsnl.co.in and sanjaykumar1@bsnl.co.in.

ANNEXURE-I

**LIST OF SERVICES FOR THE STK MENU OF THE 16 K SIM CARD OF BSNL
CELLULAR MOBILE SUBSCRIBERS**

S.NO.	SERVICES	DESCRIPTION			
1	News	1.National News			
		2. International News			
		3.Business News			
		4. Entertainment			
		5. Sports News			
2.	Finances	1. Stocks	NSE		
			BSE		
			NASDAQ		
2. FOREX					
3.	Entertainment	1. Games	Tambola		
			Other Games		
		2. TV Schedule			
		3. Joke			
4.	Travel	1. Railways	PNR Status		
			Train Schedule		
			Seat availability		
		2. Airlines	Nationals	JET	
				IC	
				Sahara	
			Internationals		
5.	Downloads	Logos			
		Top logos			
		Ring tones			
		Top ring tones			
		Operator logos			
		Customised Logos			
6.	Astrology	Horoscope			
		Numerology			
7.	Others	Dictionary			
		Flash SMS			

The above STK Menu may undergo changes from time to time depending upon the requirement. The content provider shall provide the relevant content for such new service(s) as per Industry pattern.

LIST OF SERVICES FOR STK MENU OF THE 32 K/64 K OR ANY OTHER HIGHER CAPACITY SIM CARD OF BSNL CELLULAR MOBILE SUBSCRIBERS

S. NO.	SERVICES	DESCRIPTION	
1.	My Portal	1. Preview	
		2. Download	
		3. Delete	
2.	News	1. Breaking	
		2. National	
		3. International	
		4. Others	i. Business
			ii. Entertainment
			iii. Sports
iv. Health			
v. Infotech			
3.	Finance	1. Stocks	i. NSE
			ii. BSE
			iii. NASDAQ
		2. Forex	
4.	Entertainment	1. Dating	
		2. Jokes	
		3. Contests	i. Poll
			ii. Cinema
			iii. Music
			iv. Cricket
			v. W Cup
			vi. Bat
			vii. Acro
			viii. Celeb
			ix. Book
			x. Astro
			xi. Travel
xii. Comic			
5.	TV Schedule	1. Movies	i. All channels
			ii. HBO
			iii. Star Movies
			iv. Hallmark
			v. Zee MGM
			vi. Zee Cinema
		2. Sports	i. Star DD. TEN Sports
			ii. ESPN
		3. Serials	

6.	Travel	1. Airlines	i. Jet
			ii. Indian Airlines
			iii. Air Sahara
		2. Railways	i. PNR Status
			ii. Train
			iii. Seat Availability
7.	Downloads	1. Logos	i. Top logos
			ii. Operator logos
		2. Ring tones	i. Top Ring tones
			ii. Regnl tones
		3. Picture Messages	i. Picture Mags
			ii. Top picture
8.	Astrology	1. Horoscope	i. Aries
			ii Taurus
			iii. Gemini
			iv. Cancer
			v. Leo
			vi. Virgo
			vii. More...
		2. Numerology	
		3. Shubh Kaal	
		4. B'day Forecast	
9.	Cricket	1. Scores	
		2. News	
		3. Match	
10.	Others	1. Thought for day	
		2. Health Tip	
		3. Dictionary	

The above STK Menu may undergo changes from time to time depending upon the requirement. The content provider shall provide the relevant content for such new service(s) as per Industry pattern.

