

Bharat Sanchar Nigam Limited
(A Government of India Enterprise)

Notice No. 2-8/2018/SCP/VNO/VSAT

Dated: 16/01/2019

1. **Subject:** Invitation of Expression of Interest (EOI) for empanelment of Virtual Network Operators (VNOs) to launch telecom services with BSNL.

2. Introduction

2.1 Bharat Sanchar Nigam Limited (BSNL), BSNL is a government owned leading telecommunications service provider in India. It provides services for retail customers and offers business solutions for corporate customers, including voice, data and other value-added telecommunications services both on wireline and wireless medium.

2.2 BSNL is the only "Complete Telecom Service Provider" in India having the largest network across India and providing all services across fixed, mobile, broadband, next generation IP services for both consumer and enterprise segments with its ubiquitous spread of networks across India.

2.3 A Virtual Network Operator (VNO) is an entity which has been granted license by Department of Telecommunications (DoT) vide UL (VNO) License guidelines document No.800-23/2011-VAS (Vol. II) dated 31st May 2016. A virtual network operator (VNO) does not own spectrum/ core network infrastructure but provides telecom services by purchasing capacity from NSO (Network Service Operator) or TSP (Telecom Service Provider) using his/her access network.

2.4 VNOs are treated as an extension of NSOs (Network Service Operator) or TSPs (Telecom Service Provider) and are not allowed to install equipment interconnecting with network of other NSO. VNOs can connect with the NSO/TSP and deliver services to their own (VNOs) set of subscribers. This means the delivery of services can be provided by the VNO while the network may be owned by the NSO/TSP.

2.5 BSNL intends to partner with VNO to provide voice, SMS and data to eligible Virtual Network Operators (VNOs) who is allotted license by DoT as per UL (VNO) License guidelines No.800-23/2011-VAS (Vol. II) dated 31st May 2016 and intend to enter into agreement with BSNL on non-exclusive basis for offering such Service.

2.6 The basic Objective of this EOI is to enable BSNL to empanel VNO with BSNL. The selected companies can offer the services as per the UL (VNO) license granted by the DoT after signing the commercial agreement with BSNL.

2.7 BSNL is planning to on-board several VNOs (Virtual Network Operator) who are interested in launching the Telecom services in various Service areas. VNO in partnership with BSNL would then launch one or more services as per the licensee received from DoT and listed in Para 3 (ii) of UL(VNO) License guidelines document No.800-23/2011-VAS(Vol. II) dated 31st May 2016 released by the Government of India.

2.8 BSNL will have final discretion in permitting a VNO to launch full/partial services in a specific service and /or in a specific area.

3. Eligibility Conditions – VNO is required to meet the following criteria and submit documentary proof as under:

3.1 The applicant company must hold the UL (VNO) License for at least one or more services as per Unified License (Virtual Network Operators) No.800-23/2011-VAS (Vol II) dated 31st May 2016.

4. Roles and Responsibilities

4.1 Suggested Roles and Responsibilities of BSNL for VNO (Mobile) (see Annexure-I).

4.2 Suggested Roles and Responsibilities of BSNL for VNO (Landline) (see Annexure-II).

4.3 Suggested Roles and Responsibilities of BSNL for VNO (Broadband) (see Annexure-III).

4.4 Suggested Roles and Responsibilities of VNO (see Annexure-IV).

4.5 Suggested Roles and Responsibilities of VSAT-VNO (see Annexure-IV-A).

These roles & responsibilities are general in nature and indicative. They are likely to differ for VNOs with different service offerings and different business model.

5. Application Process for empanelling VNOs

5.1 Application as per EOI shall be submitted by an applicant in format as in Annexure-V as specified for empanelment with BSNL by those companies who fulfill all the eligibility criteria's along with the various documents.

5.2 Based on the type of VNO license received from DoT a company can apply for signing of agreement with BSNL as a VNO for one or more services.

5.3 Area of operation of service by VNO will be mutually decided but not beyond license condition of DoT. List of service areas will be made available to VNOs (prospective) by BSNL through BSNL website from time to time.

5.4 An agreement for empanelment as per the terms and conditions of this EOI shall be signed by BSNL with selected company(s) for VNO work.

- 5.5 VNO shall submit all below mentioned documents along with the application
- a. Attested copy of the certificate of Incorporation.
 - b. Articles and Memorandum of Association or partnership deed as the case may be.
 - c. Business plan for the proposed term of agreement.
 - i. VNO shall provide defined/clear market segments, Service area and its Go to market strategy
 - ii. Subscriber rolling out forecast for duration of agreement with projected Voice, SMS, and Data usage (as applicable).
 - iii. A copy of the VNO license issued by DoT.
 - iv. Clause by clause compliance of all clauses of this EOI.

6. Process for Empanelment of BSNL VNO

- 6.1 An expert committee will scrutinize the application submitted by VNO applicants and if required, BSNL may call for follow-up action or completing missing information/information's if any.
- 6.2 If deemed necessary by BSNL, the applicants may be called for a presentation to assess their strengths, VNO business plans, target segments, target services and launch road map. BSNL reserves the right to request a presentation from an applicant as part of the evaluation process.
- 6.3 A Committee of experts constituted by BSNL will assess capabilities and strengths of the applicant before finalizing the VNO partners.
- 6.4 Decision of the BSNL in the matters of empanelment will be final.
- 6.5 Separate Empanelment agreement shall be signed for each service desired by VNO and permitted by DoT as per licenses issued to VNO. These agreements will also follow all licensing conditions, guidelines, regulations issued by Licensor/ Regulator (DoT/ TRAI) for providing VNO services.

7. Agreement

- 7.1 BSNL will sign a separate commercial agreement with VNO on mutually accepted terms and conditions. This Agreement is non-exclusive and nothing in this Agreement will be construed to prevent either Party from entering into a similar Agreement with any other Party or to restrict such Party from directly engaging in related activities
- 7.2 **Duration of Agreement** - The validity of Commercial Agreement shall be 5 years which may be extended or curtailed based on the performance of individual VNO. Duration of agreement shall also depend on validity of VNO License from DoT. In case of cancellation of VNO license by DoT at a later stage due to any reason, VNO agreement with BSNL shall stand terminated without any notice.
- 7.3 The entire cost associated with VNO infrastructure shall be borne by the VNO.

8. Empanelment Bank Guarantee (EBG)

- 8.1 As part of empanelment, the VNO shall submit Empanelment Bank Guarantee (EBG) of INR 10 Lakhs (Ten Lakhs) issued by any scheduled bank in favour of BSNL for each empanelment agreement signed. The EBG shall have a validity of 6 year from the date of signing of empanelment agreement. The EBG will be encashed by BSNL in following circumstances:
- a. If the VNO fail to sign commercial agreement within 3 months from the date of signing empanelment agreement.
 - b. If the VNO fail to launch the service within 6 months from the date of signing commercial agreement.
 - c. If VNO fails to submit the PBG at the time of signing of commercial agreement with BSNL.
 - d. If VNO fails to submit documents as may be required by BSNL before signing the Commercial Agreement.
- 8.2 A separate PBG will be taken from VNO at the time of commercial agreement by VNO. The PBG will be as per the commercial agreement signed.
- 8.3 If the VNO fails to fulfill their obligations expressed in this document, without prejudice to other rights and remedies available to BSNL, BSNL may
- a. Bar the VNO from business dealings with BSNL for time period of 1 year.
 - b. Encash the PBG/EBG
- 8.4 **Exit clause** – BSNL and VNO are eligible to move out of the agreement after giving a notice of 6 months to other party, only when if there are no dues and litigation of exiting party on other party.

9. Terms and Conditions

- 9.1 The application for Expression of Interest in format as specified in Annexure along with all required documents must be submitted in sealed envelopes, super scribed "Expression of Interest for Virtual Network Operator Service in BSNL and addressed to the contact person indicated in this EOI. The envelope shall indicate the name and address of the Company.
- 9.2 Application giving the details is to be made on the Company's letter head. A copy of this EOI duly signed in on all pages meaning by acceptance of all clauses be submitted along with application form.
- 9.3 Eligible VNOs who are willing to work with BSNL on non-exclusive basis and may kindly send their EOI in line with the aforesaid requirements to:

**GM (Smart City Project)
Room No. 5, IR Hall, BSNL Corporate Office
Janpath, New Delhi 110001**

- 9.4 Terms and conditions of the EOI, Empanelment agreement and Commercial agreement shall be as per the Guideline and license issued by DoT for VNO and any amendment issued from time to time.
- 9.5 Participation in this EOI does not guarantee any association with BSNL unless notified by BSNL in writing.
- 9.6 All costs & expenses associated with submission of application shall be borne by the Company submitting the application and BSNL shall have no liability in any manner in this regard. BSNL reserve the right to terminate the process for any reason whatsoever for empanelment.
- 9.7 Due diligence should be exercised while providing information against the EOI. Unnecessary or irrelevant information will not give any advantage to the VNO. Only relevant and precise information should be provided. If any information provided by the VNO is found to be incorrect at any stage it would render the application request liable for rejection.
- 9.8 BSNL reserves the right to ask for additional documents submitted by VNO Company as part of the evaluation process.
- 9.9 This EOI does not constitute and will not be deemed to constitute any commitment or confirmation on part of BSNL for any empanelment or agreement with the VNOs.
- 9.10 While this EOI has been prepared in good faith neither BSNL nor its employees make any representation or warranty, express or implied or accept any responsibility or liability whatsoever in respect of any statement or omission herein or the accuracy, completeness or reliability of information and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this EOI even if any loss or damage is caused by any act or omission on their part.
- 9.11 BSNL reserves the right of rejecting any offer without assigning reasons.
- 9.12 There is neither a business guarantee nor any commitment for funding support from BSNL to the companies entering into agreement.
- 9.13 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.

10. Arbitration Clause

I. **ARBITRATION** (Not applicable in cases valuing less than Rs. 5 lakhs)

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

- (1) A party wishing to commence arbitration proceeding shall revoke Arbitration Clause by giving 60 days' notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
- (2) The number of the arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority
Above Rs. 5 lakhs to Rs. 5 crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL.	BSNL (Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs. 5 crores	3 Arbitrators	One arbitrator by each party and the 3 rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.

- (3) Neither party shall appoint its serving employee as arbitrator.
4. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise, he shall proceed de novo.
5. Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

6. Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is up to Rs. 5 crores.

[29B. Fast track procedure –

- (1) Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section (3).
- (2) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.
- (3) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-
 - (a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
 - (b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
 - (c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
 - (d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.
- (4) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.
- (5) If the award is not made within the period specified in sub-section (4), the provisions of sub-sections (3) to (9) of Section 29 A shall apply to the proceedings.
- (6) The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.
7. The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and Counter Claims	Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)
Up to Rs. 5 crores	Within 6 months (Fast Track procedure)
Above Rs. 5 crores	Within 12 months

However, the above time limit can be extended by the Arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the Act.

8. In case of arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay, etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements

for travel/stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.

9. The Arbitration proceeding shall be held at New Delhi.
10. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

II. APPLICABLE LAW AND JURSDICTION

The supply order for Goods 'or' Services, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Courts at New Delhi.

ANNEXURE-I

Suggested Roles and Responsibilities of BSNL for VNO (Mobile VNO)

- 1. BSNL shall provide VNO end-to-end delivery of Regulated Calls, SMS and Data. This comprises in detail the delivery of:**
 - i. Mobile originated calls generated by the VNO's Customer from a Service Area in home and intra circle roaming network to other destinations.
 - ii. Mobile originated SMS generated by the VNO's Customer from a Service Area in home and intra circle roaming network to other destinations.
 - iii. Mobile data traffic (2G/2.5G/3G/3.5G/4G/LTE) generated by the VNO's Customer from a service area to a packet data network either via a GGSN of BSNL or, up on BSNL's decision, via a GGSN/PGW of the VNO.
 - iv. BSNL shall provide required connectivity from the concerned network elements of BSNL to VNO on cost basis. BSNL shall provide standard interfaces and any cost for integration/ adaption for these interfaces shall be borne by VNO.
 - v. BSNL shall provide VNO end-to-end delivery of mobile terminated calls from a national or international network to the Service area (VNO) where the VNO's Customer is located.
 - vi. BSNL shall provide VNO end-to-end delivery of mobile terminated SMS messages from a national or international network to the VNO where the VNO's Customer is located.
 - vii. BSNL shall provide VNO the Roaming Interconnection services through its existing agreements for National & international roaming.
 - viii. BSNL shall provide VNO end-to-end delivery of mobile originated roaming calls generated by the VNO's Roaming Customer from a roaming network (VPMN) to other destinations.
 - ix. BSNL shall provide VNO end-to-end delivery of mobile originated roaming SMS messages generated by the VNO's Roaming Customer from a roaming network (VPMN) to other destinations.
 - x. Mobile data traffic (2g/3g/4g) generated by the VNO's Roaming Customer from a roaming network (VPMN)

- 2. In accordance with Guidance of Unified license (Virtual network operators) Regulation ref 800-23/2011-VAS (Vol.II) and the Agreement between VNO company & DoT for operating in the service areas and Subject to the agreement between VNO company and BSNL, BSNL will offer the following services to VNO company**
 - i. Provision of services described
 - ii. Support or access to the following regular wholesale functions and facilities provided by BSNL
 - a. Negotiation, implementation and management of its Relationships
 - b. Signalling

- c. Authentication
 - d. Data clearing/Financial Clearing
 - e. Wholesale Billing
 - f. Interconnect
 - g. Fraud handling with its roaming partners
 - h. Provisioning
 - i. Management of Global Roaming Exchange/IP Exchange
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- iii. BSNL to provide support to VNO with regard to Legal Interception such as Live Streaming and Fan Out which may not be under VNO scope under the regulations.
 - iv. BSNL shall provide access to relevant interfaces, protocols or relevant operational support systems by BSNL in order to enable VNO to carry out for itself the necessary retail functions towards its end-customers. BSNL shall provide standard interfaces and any cost for integration/ adaption for these interfaces shall be borne by VNO.
 - v. BSNL shall perform the Wholesale Billing & Invoicing towards its VNO for the usages, access for it's under the service area.
 - vi. BSNL processes and transmits transaction data for the usage of the services (GSM Voice & SMS, GPRS and Value Added Services) to enable VNO the reconciliation with billing of its end-customers accordingly. BSNL shall provide standard interfaces and any cost for integration/ adaption for these interfaces shall be borne by VNO.
 - vii. BSNL shall provide its VNOs an opportunity to integrate to its MNP gateway if required.
 - viii. BSNL shall ensure to provide a comprehensive description of the procedure to interconnect.
 - ix. BSNL shall provide the VNO with all relevant information on faults or planned maintenances as far as VNO itself is informed by its partners.
 - x. BSNL shall give VNO reasonable support in solving disputes with VNO's end-customers if for the solution finding BSNL's cooperation is required. Therefore VNO will provide BSNL with all necessary information such as MSISDN of complaining customer, reason for complaint or time to which complain relates.

ANNEXURE-II

Suggested Roles and Responsibilities of BSNL for VNO (Landline)

1. BSNL shall provide VNO end-to-end delivery of Calls. This comprises in detail the delivery of:
 - i. Landline originated calls generated by the VNO's Customer from a Service Area in home and intra circle network to other destinations.
 - ii. Landline data traffic generated by the VNO's Customer from a service area to a packet data network either via a data network of BSNL or, up on BSNL's decision, via a data network of the VNO.
 - iii. BSNL shall provide required connectivity from the concerned network elements of BSNL to VNO on cost basis.
 - iv. BSNL shall provide VNO end-to-end delivery of Landline terminated calls from a national or international network to the Service area (VNO) where the VNO's Customer is located.
2. In accordance with Guidance of Unified license (Virtual network operators) Regulation ref 800-23/2011-VAS (Vol. II) and the Agreement between VNO company & DoT for operating in the service areas and Subject to the agreement between VNO company and BSNL, BSNL will offer the following services to VNO company
 - i. Provision of services described
 - ii. Support or access to the following regular wholesale functions and facilities provided by BSNL
 - a. Negotiation, implementation and management of its Relationships
 - b. Signalling
 - c. Authentication
 - d. Data clearing
 - e. Wholesale Billing
 - f. Interconnect
 - g. Fraud handling with its roaming partners
 - h. Provisioning
 - iii. BSNL to provide support to VNO with regard to Legal Interception such as Live Streaming and Fan Out which may not be under VNO scope under the regulations.
 - iv. BSNL shall provide access to relevant interfaces, protocols or relevant operational support systems by BSNL in order to enable VNO to carry out for itself the necessary retail functions towards its end-customers.
 - v. BSNL shall perform the Wholesale Billing & Invoicing towards its VNO for the usages, access for it's under the service area.
 - vi. BSNL processes and transmits transaction data for the usage of the services to enable VNO the reconciliation with billing of its end-customers accordingly.

- vii. BSNL shall provide its VNOs an opportunity to integrate to its MNP gateway if required.
- viii. BSNL shall ensure to provide a comprehensive description of the procedure to interconnect.
- ix. BSNL shall provide the VNO with all relevant information on faults or planned maintenances as far as VNO itself is informed by its partners.
- x. BSNL shall give VNO reasonable support in solving disputes with VNO's end-customers if for the solution finding BSNL's cooperation is required. Therefore VNO will provide BSNL with all necessary information.

ANNEXURE-III

Suggested Roles and Responsibilities of BSNL for VNO (Broadband)

1. BSNL shall provide VNO end-to-end network and access infrastructure for delivery of Internet /Broadband Services to end customers:-
 - i. BSNL shall Own and Manage the ISP Network including FTTH, Copper (as an Infrastructure provider), through which VNO will connect the Retail, SME and Enterprise subscribers and offer its broadband services under its own brand/name (as Virtual Network Operator).
 - ii. VNO shall connect the subscribers to the BSNL's ISP network by laying cable, at its own costs.
 - iii. BSNL shall provide required connectivity from the concerned network elements of BSNL to VNO on cost basis.
 - iv. VNO shall provide customer premises equipment to provide services to Subscribers, at its own cost.
2. In accordance with Guidance of Unified license (Virtual network operators) Regulation ref 800-23/2011-VAS (Vol. II) and the Agreement between VNO company & DoT for operating in the service areas and Subject to the agreement between VNO company and BSNL, BSNL will offer the following services to VNO company
 - i. Provision of services described
 - ii. Support or access to the following regular wholesale functions and facilities provided by BSNL
 - a. Authentication, Authorization, Accounting
 - b. IP Log Management
 - c. DNS
 - d. Caching
 - e. Policy Enforcement as per Bill Plan
 - f. Interconnecting with VNO's PCRF, BSS and CRM
 - g. Wholesale Billing- BSNL will share the IPDRs and ITPC to take care of wholesale billing.
 - h. Fraud handling
 - i. Provisioning
 - iii. BSNL to provide support to VNO with regard to Legal Interception such as Live Streaming and Fan Out etc. which may not be under VNO scope under the regulations.
 - iv. BSNL shall provide access to relevant interfaces, protocols or relevant operational support systems by BSNL in order to enable VNO to carry out for itself the necessary retail functions towards its end-customers.
 - v. Regular information on end-user usage through the provision of call data records (CDRs) shall be transferred to VNO by mutually agreed feasible procedure.

- vi. BSNL shall perform the Wholesale Billing & Invoicing towards its VNO for the usages, access for it's under the service area. BBNW will share the IPDRs and ITPC to take care of wholesale billing.
- vii. BSNL processes and transmits transaction data for the usage of the services to enable VNO the reconciliation with billing of its end-customers accordingly.
- viii. BSNL shall ensure to provide a comprehensive description of the procedure to interconnect.
- ix. BSNL shall provide the VNO with all relevant information on faults or planned maintenances as far as VNO itself is informed by its partners.
- x. BSNL shall give VNO reasonable support in solving disputes with VNO's end-customers if for the solution finding BSNL's cooperation is required. Therefore VNO will provide BSNL with all necessary information such as MSISDN of complaining customer, reason for complaint or time to which complain relates.

ANNEXURE-IV
Suggested Roles and Responsibilities of VNO

This clause will be largely guided by VNO policy issued by DoT on 31st May 2016. Suggested roles & responsibilities are mentioned below:

For Mobile/ landline/Broadband VNOs

- i. The eligible companies are also required to do all the end to end management of the customer marketing, selling and servicing activities.
- ii. VNO may be fully equipped with all the technical infrastructure, telecom grade platform and all relevant NSS and BSS applications required to function as a telecom operator under VNO License.
- iii. VNO may be responsible for its Branded SIM Card, Vouchers Production and Distribution to its Supply chain (only for Mobile VNO).
- iv. VNO shall be fully responsible for the CAF process and compliance obligations.
- v. VNO may be fully equipped with its own billing platform for purposes of retailing its Product, services; billing to its customers. VNO is responsible for billing and collection from its end subscribers.
- vi. VNO shall have its own usage records, Tools & systems to service all the legal requests (for e.g. Lawful Interception) of Regulatory as laid down from time to time by DoT. VNO will liaison with relevant agencies to fulfil their data requirements, and install the necessary applications to liaison with appropriate LEA to fulfil such requests.
- vii. VNO may be fully equipped with its own CRM, Supply chain Management, Voucher Management, channels for servicing the subscribers up to the Quality Of Service obligations.
- viii. VNO may have its own Mobile Number Portability (MNP) Application to service its customers and integrate to the MNP gateway via BSNL approved interfaces.
- ix. VNO shall have its own usage records, Tools & systems to service all the legal requests of Regulatory as laid down from time to time by DoT.
- x. VNO shall provide BSNL with mutually agreed information relevant for compliance to regulations and agreements
- xi. VNO shall be fully responsible for all customer care and customer feedback for the services rendered
- xii. VNO shall be responsible for distribution, provisioning, retail price setting, sales and credit check, Revenue assurance, with relevant applicable laws or other obligations provided by relevant authorities.
- xiii. VNO shall hold responsibility of identifying & take corrective action on any kind of fraudulent use of its Subscribers without undue delay for reasons of minimizing commercial losses and/or any adverse effects for BSNL.
- xiv. VNO shall be singly responsible for managing all the customer information and storing the data. VNO's Customer confidential information to stored & maintained with in India. VNO will comply with the applicable data protection and other laws and regulations.
- xv. VNO shall provide BSNL with all relevant information on faults or planned maintenances notices which are deemed to impact BSNL.

ANNEXURE-IV-A
Suggested Roles and Responsibilities of VNO (VSAT)

This Clause will be largely guided by VNO policy issued by DoT on 31st May 2016. Suggested roles & responsibilities are mentioned below:

For VNO (VSAT):

1. BSNL shall provide VNO end-to-end satellite capacity along with spectrum, RF Equipment and infrastructure at hub location for delivery of Internet / Broadband Services to end customers using satellite network:-
 - i) BSNL shall Own and Manage the satellite capacity along with spectrum and RF Equipment at hub location. The VNO will connect its subscribers through assigned capacity using its own VSAT equipment under its own brand/name (as Virtual Network Operator).
 - ii) VNO shall connect the customers to the BSNL's VSAT network at its own costs.
 - iii) VNO shall provide customer premises equipment (VSAT) to provide services to customers as its own cost.
 - iv) VNO, at his option can procure the VSAT from BSNL at mutually agreed rates.
 - v) VNO shall provide, at its own cost, Operation & Maintenance of VSATs provided by it to its customers.
2. In accordance with Guidance of Unified license (Virtual network operators) Regulation ref 800-23/2011-VAS (Vol.II) and the Agreement between VNO company & DoT for operating in the service areas and subject to the agreement between VNO company and BSNL, BSNL will offer the following services to VNO company.
 - i) Provision of services described above on a wholesale or revenue share basis as the case may be which will be based on the specific commercial agreement entered with the VNO operator.

Note: BSNL is looking at specific discount based on their current Published Rates for all services. Also the satellite capacity/ bandwidth will have to be contracted for a specific value and for specific period, Network wise which would be sum of In Route (IR) and Out Route (OR). The % of IR and OR as well as the Gateway / Beam distribution can be as per the VNO Operator's requirement subject to availability of capacity /bandwidth in each beam. Also the VNO Operator can hire Internet BW (in variable Up load and Down load ratios) and the Satellite capacity/ bandwidth (Variable IR and OR) as per their requirement.

- II. Support or access to the following regular wholesale functions and facilities provided by BSNL:
- a. Authentication, Authorization, Accounting
 - b. Access to a partitioned portion of the network specific to the VNO for services provisioning
 - c. Access to billing records pertaining to the usage by the VNO's subscribers in respect of BSNL services.
 - d. Provide internet access at the hub facility for access by the customers of the VNO.
 - e. The functions mentioned at a, b, c & d above are subject to technical feasibility and resources available in Gateways.

- f. Interconnecting NMS/EMS with VNO's CRM/BSS based on the Technical feasibility of the current infrastructure will be provided. In case of any additional equipment is needed to be integrated and co located at the hub location exclusively for the use of VNO Operator, the same will be allowed based on Port/hosting charges and other charges for infrastructure sharing which can be mutually discussed and agreed.
- iv. BSNL shall provide access to the hub for backhaul termination by the VNO for its subscribers/customers. In case the VNO wants a third party backhaul to be terminated required port charges and infrastructure sharing charges are to be paid as per mutually agreed rates.
- v. BSNL shall perform the Wholesale Billing & Invoicing towards satellite capacity/ bandwidth and internet bandwidth contracted by VNO for its usages. BSNL may provide necessary records, if required by the VNO, for the usage of the services to enable VNO the reconciliation with billing.
- vi. BSNL shall ensure to provide a comprehensive description of the procedure to interconnect.
- vii. BSNL shall provide the VNO with all relevant information on faults or planned maintenance of BSNL's hub equipment from time to time.
- viii. BSNL shall give VNO reasonable support in solving disputes with VNO's end-customers if for the solution finding BSNL's cooperation is required. Therefore, VNO will provide BSNL with all necessary information of complaining customer, reason for complaint or time to which complain relates.
- ix. BSNL shall provide required connectivity to the concerned network elements of BSNL to enable the VNO to monitor its end user Traffic etc. for QOS/Business analysis application with current available infrastructure. BSNL shall also provide standard interfaces and any cost for integration/ adaption for these interfaces shall be borne by VNO.
- x. All activities will be subject to regulatory approvals.

ANNEXURE- V

EOI APPLICATION

Expression of Interest to be an empanelled Virtual Network Operator on BSNL

Notice No. 2-8/2018/SCP/VNO/VSAT

Dated: 16/01/2019

Letter of Application (on Company's letter head)
(To be submitted with EOI Application by Applicant)

To

GM (Smart City Project)
Room No. 5, IR Hall, BSNL Corporate Office
Janpath, New Delhi 110001

Sub: Application for Expression of Interest (EOI) for empanelment of Virtual Network Operators (VNOs) (Mobile/ landline/Broadband/ VSAT) with BSNL as the wholesale TSP.

Sir,

With reference to the above invitation for Expression of Interest (EoI), we have examined and understood the instructions, terms and conditions provided in EoI. We hereby enclose our Application in the prescribed format as mentioned in EoI along with along with all required documents.

We confirm that we agree with the instructions, terms and conditions provided in the EoI. The undersigned declares that the statements made and the information provided in the duly completed application are complete, true, and correct in very detail.

We also understand that BSNL is not bound to accept the offer either in part or in full. If BSNL rejects the offer in full or in part, it may do so without assigning any reasons thereof.

Yours faithfully,

Authorized Signatory
(Name & Designation, seal of the firm)
Date:
Place:

ANNEXURE- VI

Details to be submitted by Applicant

1. UL (VNO) Application Status:
 - a. Which License Service have you applied for?
 - b. Which Services and Service Area(s)?
 - c. What is the status of your application? Please tick one of the below and add details if required.
 - i. License Granted
 - ii. Application Submitted and in process
 - iii. Application under preparation
2. What is your Target Market segment?
3. Do you already have a customer base? If yes, give details.
4. Your Go-To Market strategy
5. Which Service Area are you planning to operate the VNO service?
6. List of services that you plan to offer
7. Your estimated subscriber base for the next three years

Parameter	Sub-parameter	Year 1	Year 2	Year 3
Total Subscribers	Opening			
	Activation (+ve)			
	Deactivation (-ve)			
	Closing			
Usage	Outbound Minutes per subscriber			
	Inbound Minutes per subscriber			
	Outbound SMS per subscriber			
	Inbound SMS per subscriber			
	Usages per subscriber (MBs)			

ANNEXURE- VI-A

Details to be submitted by Applicant VNO (VSAT)

1. UL (VNO) Application Status:
 - a. Which License Service have you applied for?
 - b. Which Services and Service Area(s)?
 - c. What is the status of your application? Please tick one of the below and add details if required.
 - i. License Granted
 - ii. Application Submitted and in process
 - iii. Application under preparation
2. What is your Target Market segment?
3. Do you already have a customer base? If yes, give details.
4. Your Go-To Market strategy
5. Which Service Area are you planning to operate the VNO service?
6. List of services that you plan to offer
7. Your estimated requirement for the next three years:-

Sl. No.	Parameter		Year 1	Year 2	Year 3
1	Internet Back Haul BW in Mbps				
		Download			
		Upload			
2	Total Satellite Bandwidth in Mbps				
		Out Route			
		In Route			

ANNEXURE- VII
Company Profile of Applicant to be submitted

Notice No. 2-8/2018/SCP/VNO/VSAT

Dated: 16/01/2019

To

GM (Smart City Project)
Room No. 5, IR Hall, BSNL Corporate Office
Janpath, New Delhi 110001

Sub: Expression of Interest (EOI) for empanelment of (Mobile/ landline/Broadband/ VSAT) Virtual Network Operators (VNOs) to launch telecom services in partnership with BSNL (NSO).

Dear Sir,

This is with reference to your advertisement inviting VNOs to utilize BSNL's VNO Service Offerings to launch VNO services. Please find below the details of my company / organization for your consideration

1	Name of the Organization:
	Website:
2	VNO Services:
	a) What services do you plan to offer: Mobile Voice/SMS/Data, Internet Service, broadband, landline etc.
	b) Which Service Areas?
3	Details of the Contact Person:
	Name:
	Address
	Telephone:
	Fax:
	E-Mail:
4	Year of Incorporation
5	Type of Organization
	a. Public Sector/ Limited/Private Limited/ Partnership/ Proprietary/ Society/ Any other
	b. Whether Foreign Equity Participation (Please give name of foreign equity participant and percentage thereof)
	c. Names of Directors of the Board/ Proprietors
	d. Name and address of NRI(s), if any
6	Category of the firm: Large/Medium/Small scale unit
7	Total number of employees
8	Address of the Registered Office:
9	Number of Offices with addresses (Excluding Registered Office):
	India
	Abroad
10	Certificate of registration in India
11	Permanent Account Number
12	GST No.
13	Status of ISO9001/ISO27001 Certification (if any)