

**Opportunity to become BSNL Sales Partner**  
**For selling BSNL Prepaid SIM cards to persons visiting India from foreign countries**

**BSNL Overseas SIM distribution Policy-2018**

No. 24-2/2016/SCM-CM/25

Dated :- 22.02.2019

1. **PROPOSALS** are invited from interested and eligible companies for selling BSNL Prepaid SIM cards to persons visiting India from foreign countries **on non-exclusive basis**. The eligible companies can start providing service as defined in this EOI and as decided by BSNL from time to time, after entering into an agreement with BSNL. This policy is open for all who meet the eligibility criteria prescribed herein below. Interested & eligible company may submit proposal on any working day during business hours at the following address:-

**GM (Sales-CM),**  
**Bharat Sanchar Nigam Limited,**  
**Room No. 219, Second Floor, Eastern Court,**  
**Janpath, New Delhi - 110001.**

2. **PROCESSING FEE** of Rs.5000/- plus GST in the form of DD in favour of “**Accounts Officer (Cash), BSNL CO, New Delhi**”, will have to be deposited along with the proposal, else the proposal will not be considered. This processing fee is neither transferable nor refundable.
3. On receipt of proposal from eligible company, BSNL will scrutinize it and convey approval or rejection there on. Successful company will need to sign an agreement with BSNL, Corporate Office, New Delhi within 30 days of approval.
4. BSNL reserves the right to review the entire policy or any elements thereof based on its business needs any time at its discretion.
5. **SCOPE OF WORK:**
  - 5.1. The foreign persons visiting India either use their home country SIM during their travel or get a new connection on arrival. In case, they use their home country connection, they bear huge amount on roaming. On the other hand, getting new connection on arrival is time taking process and activation gets delayed. If, the foreign traveler gets BSNL SIM delivered to him before he/she boards the flight to India at their point of travel and the connection is activated on submission of required documents and after tele-verification on his arrival, he can enjoy the services during his stay at cheaper rates.
  - 5.2. BSNL is currently providing PAN India services at affordable rates except in Delhi & Mumbai where it has agreement with MTNL & M/s Vodafone. BSNL is also providing free national roaming throughout the country which a traveler can enjoy during his visit.

- 5.3. The primary points of contacts for getting leads about the persons visiting India are the Tour Operators/ Travel Agents. The company getting into business with BSNL should have Tie-ups with these Tour operators.
- 5.4. THE COMPANY shall be allotted SIM Cards from Haryana Licensed Service Area.
- 5.5. The sale shall be subject to the following conditions:-
- i. The Point of Sale (POS) of the company available in foreign country will get the CAF filled from the subscribers. The copy of passport with valid Visa stamp shall be taken as Proof of Identity (POI). For Proof of Address (POA), the address of local reference which may also be the tour operator shall be taken. In case, there is no local reference, the address of stay (hotel etc.) shall be taken.
  - ii. The POS will verify the credentials from the originals & will certify it on CAF by putting his sign & stamp and will issue the SIM.
  - iii. The physical CAF & other documents will be sent by the POS to the company by courier. The POS will also send the electronic form of document to the company by mail before the subscriber reaches in India.
  - iv. The company will deposit the original CAF & other documents at designated BSNL office. If the tourist reaches before receipt of original documents, the company may again get filled a set of CAF and also take the POI/POA documents and deposit the same at designated BSNL Office.
  - v. The SIM will be activated after tele-verification as being done for other SIMs.
  - vi. Mobile connections issued to the foreign tourists shall not have validity beyond the validity of the Visa of the tourists. In case of a foreign tourist, the validity of connection shall not be beyond the Visa period and also not exceeding 3 months at a time even if the validity of the Visa is beyond 3 months.
  - vii. The connection issued to the personnel deployed on ships while at sea shore, shall have validity only till the date they have permit to stay at the port.
  - viii. A set of guidelines relating to Dos and Don'ts (as provided by BSNL) regarding safe use of SIM cards by foreign tourists should be given to the tourist along with the SIM cards.
  - ix. There shall be immediate deactivation of the SIM, when SIM is lost by the tourist or stolen.
  - x. In addition to the above conditions, the POS of the company shall also follow all laws/regulations of that foreign country in respect of selling of SIMs.
  - xi. The above guidelines are not applicable for those foreign tourists who are getting visa on arrival in India.
- 5.6. THECOMPANY will abide by all the regulatory guidelines in force, in India as well as Abroad, from time to time.
- 5.7. List of such connections shall be provided by the company every month.
- 5.8. **Marketing & Promotion:** The facility is expected to prove a win-win situation both for BSNL & the business partner. Both parties will undertake the Marketing, Advertising and promotion of these services. However, BSNL's effort

will be limited to advertisement through its website and other electronic means. THE COMPANY will be responsible to market & promote this service by various means.

- 5.9. THE COMPANY shall have to sign Non Disclosure Agreement (NDA), as integral part of agreement with the BSNL.
- 5.10. BSNL shall not be responsible for any fraudulent event between THE COMPANY & foreign visitor. Any charge back expenses or disputes raised by visiting person shall be borne/ dealt by the concerned COMPANY.
- 5.11. THE COMPANY shall store all records of sale for a period of at least one year to enable tracking of Sale etc by Law enforcement agencies in India.
- 5.12. BSNL may from time to time require THE COMPANY to carry out customer satisfaction surveys as decided by BSNL. The cost thereof, if any, will be borne by THE COMPANY.
- 5.13. BSNL shall not be liable for any loss, pilferage or damage to the goods stored and sold at the premises and the merchandise shall be the entire responsibility of THE COMPANY.

## **6. ELIGIBILITY REQUIREMENTS:**

- 6.1 The bidder COMPANY should be a company registered/ incorporated in India under the Indian Companies Act, 1956/2013.
- 6.2 The bidder COMPANY should have a minimum annual turnover (audited) of Rupees One Crore (Indian rupees) during the last two financial years.
- 6.3 The bidder COMPANY should have tie-ups with travel agents in at least one Country.
- 6.4 The COMPANY should not have any equity stake, or vice versa, in and of any Basic Services/ Cellular Telephony Services/ Internet Services/ UASL/ NLD/ ILD Services operating companies in India or their promoters.
- 6.5 The COMPANY should not be a Licensed Service Provider to provide Basic Services/ Cellular Telephony Services/ Internet Services/ UASL/ NLD/ ILD Services anywhere in India.

## **7. PERFORMANCE BANK GUARANTEE (PBG)**

- 7.1 PBG of Rs. 2 Lac is to be provided within 15 days of signing of the agreement. The Bank Guarantee should be valid for 18 months. No interest is payable on performance bank guarantee. PBG shall be reviewed based on the volume of the business after 12 months from the date of agreement.
- 7.2 Without prejudice to its right of any other remedies, BSNL shall, on failure of THE COMPANY to provide services under the agreement or in case of breach of any terms & conditions of the agreement by THE COMPANY or on failure of THE COMPANY to start the business within 6 months of signing of agreement or failure of THE COMPANY to achieve minimum committed annual sale of SIM, en-cash/ forfeit the said PBG in part or full.
- 7.3 BSNL reserves the right to deduct any amount of whatsoever due to BSNL against agreement from said PBG. The said PBG shall be discharged by BSNL after successful completion of obligations under agreement.

**8. Documents to be submitted by THE COMPANY:**

**8.1** Demand Draft (DD) of Rs.5000/- along with applicable GST in favour of “**Accounts Officer (Cash), BSNL CO, New Delhi**” from a Nationalized / Scheduled Bank.

**8.2** Contact details i.e. Name, email ID, phone no., mobile no., fax no. of a responsible person for liasoning in this matter.

**8.3** Any other supporting documents as asked for or called for.

**8.4** The applicant shall furnish following documents or whichever is required as per terms and conditions of this EOI documents for establishing the applicant's eligibility:

- a) Certificate of incorporation.
- b) Articles and Memorandum of Association.
- c) List of Directors on the Board of THE COMPANY with their address (es), Contact Telephone Numbers, email ID, etc. duly certified by THE COMPANY Secretary. Director Identification Number (DIN) & COMPANY Index Number (CIN) or its equivalent needs to be provided for each of the Directors on board and THE COMPANY.
- d) Board resolution in favor of the Authorized Signatory including attestation of the signatures of the Authorized Signatory by THE COMPANY's bankers
- e) Turnover Certificate from THE COMPANY's Auditors/CA mentioning the turnover as required by the eligibility criteria.
- f) Certificate by the authorized signatory to the effect that eligibility conditions are fulfilled by them.
- g) Attested copy of GSTIN, as applicable.
- h) Attested copy of PAN/GIR Number.
- i) Any other supporting document as asked for at a later stage.

**9. SELECTION PROCESS:** THE COMPANY will be selected on non-exclusive basis.

**9.1** The proposals from companies shall be scrutinized by Sales & Marketing–CM Cell of the BSNL corporate office, New Delhi. Successful COMPANY shall be empanelled in BSNL and the Telecom Circles will be intimated accordingly after agreement.

**9.2** THE COMPANY shall have to sign agreement within 30 days from the date of empanelment on non judicial stamp paper of Rs.100/- to be arranged by THE COMPANY.

**9.3** BSNL reserves the right to accept or reject any or all the COMPANY request in part or full, without assigning any reason whatsoever.

**9.4** The empanelment of the COMPANY shall be without prejudice to the right of BSNL to market BSNL products from its existing outlets including customer service centers or obtain services from other Service Providers.

**10. DURATION OF AGREEMENT:** The empanelment shall initially be for a period of **Twenty Four (24) months** from the date of agreement which could be extended for another two years on mutually agreed basis.

**11. DISCOUNT:**

**11.1** The cost of the SIM and First Recharge Coupon (FRC) will be as per the plan specially designed for foreign tourists from time to time.

**11.2** All statutory levies, duties, taxes like GST etc. will be payable by the Empanelled COMPANY.

**11.3** The empanelled COMPANY may charge a reasonable convenience charge from the customer directly which will be decided by THE COMPANY.

**11.4** THE COMPANY shall charge the customer as per applicable plan + convenience charge + statutory levies, duties, taxes like GST etc.

**11.5** Discount on recharge shall be at par with the overseas e-distributor of BSNL.

**12. ANNUAL SALE TARGET:** The COMPANY shall be required to fulfill an Annual sale target of 10,000 SIMs. BSNL reserves the right to revise this target as per market needs.

**13. MINIMUM PURCHASE:** In order to avoid frequent and small quantity purchase requisitions from the COMPANY, a minimum order quantity of 500 SIM / Combo (SIM+FRC) connections will have to be purchased by the COMPANY. Material can be issued against RTGS / Cheque on realization of Money in BSNL account or against Cash / Draft. The preferred mode for fund transfer for the COMPANY to get material is RTGS.

**14. PENALTY:** Where the COMPANY fails to achieve the annual sale target as set by the BSNL, BSNL shall be entitled to recover penalty without prejudice to the other remedies available to it. The penalty shall be imposed on short fall in the achievement of annual target and will be charged @ of Rs. 20 per SIM on short achievement of annual target.

The penalty as stated above shall be recovered for each failure and same shall be set off / adjusted against dues of BSNL or PBG besides any other action/ remedies/ rights of BSNL including the termination of agreement.

**15. TAX LIABILITY/ SALE PRICE:-**

**15.1** The cost of the SIM and First Recharge Coupon (FRC) will be as per the plan specially designed for foreign tourists from time to time. The cost of the SIM and FRC may be revised by BSNL from time to time.

**15.2** Discount on recharge shall be at par with the overseas e-Distributors of BSNL.

**15.3** The following procedure in connection with purchase and sale of BSNL Products shall be observed:-

**15.3.1.** COMPANY shall place an order for purchase of product from BSNL.

**15.3.2.** BSNL shall raise an invoice on COMPANY, net of applicable discount to be provided to COMPANY. BSNL's designated nodal officer to verify and sign the invoice and forward it to the Accounts Department.

- 15.3.3.** BSNL will charge GST on the price at the transaction value i.e. the price at which BSNL sells its products to COMPANY. BSNL would raise sale invoice for sale of BSNL product to COMPANY. BSNL would raise invoice on GST registered premise only.
- 15.3.4.** For the purpose of this agreement, place of supply under GST Act shall be the place of supply as determined under purchase order raised by BSNL. It shall be the responsibility of COMPANY to intimate BSNL well in advance in case of deviation / disagreement with the place of supply as determined in PO.
- 15.3.5.** BSNL shall, on a conservative basis, withhold tax at source under Chapter XVIIIB of the IT Act, 1961 on all discounts/ margin provided to COMPANY for sale of BSNL Product and the same will be treated as a sale consideration.
- 15.3.6.** Payment will be received by BSNL preferably through ECS / Direct credit to account or cheque.
- 15.3.7.** GST paid by COMPANY to BSNL shall be available to COMPANY as ITC which can be set off against the GST charged by COMPANY.
- 15.3.8.** The rate of discount/ margin needs to be reviewed with every change in the rate of GST in order to keep it at par with or lower than the current rate of Face Value.
- 15.3.9.** The invoices raised by BSNL shall comply with all the conditions as prescribed under the tax invoice rules under Central Goods and Service Tax Rules, 2017.
- 15.3.10.** In case of any deficient supply or incomplete supply, it shall be the responsibility of COMPANY to issue GST compliance credit note within the reasonable time and take tax adjustment. In case COMPANY fails to issue proper credit note within the time stipulated under the GST law the taxes charged and not adjusted would be borne by COMPANY.
- 15.3.11.** COMPANY to comply with all the compliances as may be prescribed to ensure that compliance rating is not reduced below the prescribed limit as laid down under GST Act and GST regulations. COMPANY shall be required to submit a self-declaration from time to time, that they are not black-listed on the GST portal. Notwithstanding anything contained in agreement, in the event of black listing i.e. compliance rating reduced below the prescribed limit, the amount related to tax shall be paid to COMPANY only on receipt of input tax credit to BSNL.
- 15.3.12.** Applicable Tax deductions/ reconciliation/ accounting related instructions/ guidelines shall be issued by concerned cell of BSNL CO.
- 15.3.13.** It would be the responsibility of COMPANY to declare correct information on invoice and GST portal viz. the amount, the place of supply, rate of

tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by COMPANY, the same would be recovered by BSNL from COMPANY.

**15.3.14.** COMPANY to share the monthly information with BSNL which would be uploaded by COMPANY in its GSTR -1 along with the information of input credit to be claimed by BSNL in such month. It shall be the responsibility of COMPANY to provide reconciliation statement of all the supplies made by it including issuance of credit note, debit note or other documents as prescribed, within 30<sup>th</sup> September following the end of relevant financial year

**16. EXTENSION:** THE COMPANY shall request to BSNL for extension of its agreement well in advance from the end date of its agreement. The agreement shall be extended for willing COMPANY on year-to-year basis for a period of two years subject to following conditions:

- i. It has achieved 100% of the sales targets during previous years. or
- ii. It has paid applicable penalty in full for short achievements of annual target.

**17. EXIT CLAUSE:** Either party may, by giving 60 days notice in advance to the other party, exit from the agreement and the agreement shall stand terminated on expiry of 60<sup>th</sup> day from receipt of such notice. In such cases, the PBG shall be returned after deducting any amount whatsoever due to BSNL against the agreement.

**18. Suspension, Revocation or Termination of agreement:** Without prejudice to any other provision for termination in this agreement, BSNL shall be entitled to forthwith terminate this agreement, without any liability to BSNL, by providing notice in writing to the COMPANY upon the occurrence of any of the following events:-

**18.1** If the COMPANY is found not working for six consecutive months at any time, BSNL shall reserve the right to terminate the agreement by giving 30 days notice in writing for performance in obligation under the agreement, failing which the agreement shall stand terminated upon expiry of the 30<sup>th</sup> day of said notice. The PBG shall be forfeited in such case.

**18.2** BSNL shall reserve the right to terminate agreement in case it comes to conclusion that the COMPANY has violated any of the clauses of the agreement which would result in loss to BSNL or damage to BSNL Products. The decision of the BSNL will be final in this regard. The PBG shall be forfeited.

**18.3** If either party suffers distress or execution or commits an act of bankruptcy or insolvency or put into liquidation (otherwise than solely for amalgamation or restriction) or if a receiver is appointed over any part of the party's business then the other party shall have a right to terminate agreement by written notice of 60 days. The PBG shall be forfeited.

**18.4** BSNL shall also reserve the right to suspend the operations of **COMPANY**, 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 the **COMPANY** shall be payable by BSNL.

**18.5** In case the **COMPANY** parts with its business including its assets in favour of any 3rd party directly or indirectly, BSNL shall have the right to terminate the agreement. The exercising of the right of cancellation / termination shall not have the effect of waiving any damages to which BSNL might otherwise be entitled to.

**18.6** Unless otherwise agreed in writing by BSNL, any sums payable and which are unpaid on the date of termination shall become due and payable by the **COMPANY**. Otherwise, the **COMPANY** shall be liable to pay interest @ 18% p.a. (along with applicable GST, if any) till said amount is paid to BSNL.

**18.7** Provisions of the agreement shall, to the extent stated or necessarily implied, survive the termination thereof.

**18.8** Cancellation or termination or expiry of agreement shall not relieve or release either party from making payments which may be owing to the other party under the terms of the Agreement.

**18.9** On termination **COMPANY** shall at its own expense return to BSNL promptly all information, documentation and materials and / or software or any other documents entrusted to the **COMPANY** by BSNL.

**18.10** On the termination of the agreement for any cause whatsoever, all rights and privileges granted to the **COMPANY** shall immediately stand terminated. **COMPANY** shall immediately cease and desist from using the trade name BSNL and any other sign, slogan, symbol or other distinguishing characteristic owned by or associated with BSNL.

**18.11** BSNL shall be entitled to injunctive and equitable relief for any violation of the terms and conditions. **COMPANY** shall pay all costs and expenses including reasonable advocate fee borne by the BSNL for enforcing any provision of the agreement. The provisions of this clause shall survive the termination of the agreement.

**18.12** In the event of termination of agreement consequent upon breach of any of the terms of the agreement or surrender of **COMPANY** at its own will:

- i. All the damages shall be recovered by BSNL from the **COMPANY** in addition to the encashment of Performance Bank Guarantee without prejudice to any other remedies and rights available to BSNL.
- ii. **THE COMPANY** may be debarred for future dealings with BSNL.



**19. Actions pursuant to Termination of Agreement:**

**19.1** On termination or surrender or expiry of the Agreement, THE COMPANY shall ensure clearance of dues, if any, which it is liable to pay to BSNL. In case of failure of THE COMPANY to pay the amounts due to BSNL, the outstanding amounts shall be realized through the pending bills due to THE COMPANY without prejudice to any other action(s) for recovery of the amounts due to BSNL.

**19.2** Notwithstanding any other rights and remedies provided elsewhere in the agreement upon termination of this agreement:

- i)** Neither Party shall represent the Other Party in any of its dealings.
- ii)** Neither Party shall intentionally or otherwise commit any act(s) as would keep a third party to believe that the other Party is still the former Party's Franchisee /Network provider, as the case may be.
- iii)** Each party shall stop using the other Party's name, trade mark, etc., in any audio or visual form.
- iv)** The expiration or termination of the Agreement for any reason whatsoever shall not affect any obligation of either Party having accrued under the Agreement prior to the expiration or termination of the Agreement and such expiration or termination shall be without prejudice to any liabilities of either Party to the other Party existing at the date of expiration or termination of the agreement.

**20. INDEMNIFICATION:**

**20.1** THE COMPANY shall have to agree to sign NDA & also indemnify BSNL, against all type of embezzlement, misappropriation or misapplication of money. BSNL will decide responsibility matrix between COMPANY and BSNL.

**20.2** THE COMPANY shall treat all verbal and written communication as confidential, lists and circulars which in the opinion of the BSNL are regarded as confidential information and/or trade secrets. THE COMPANY shall adopt and implement security procedures acceptable to the BSNL for determining the persons to whom such information is authorized to be disclosed based upon such person's need to know the same for the purpose of fulfilling his responsibilities in relation to the Agreement. Confidential and trade secret information shall remain the property of the BSNL and shall be returned to the BSNL upon termination of agreement in the manner prescribed by the BSNL. THE COMPANY shall undertake and agree not to retain and make any copies of the entrusted confidential information. However, it shall not relieve THE COMPANY from any liability or obligation under the agreement.

**20.3** THE COMPANY shall agree to protect, defend, indemnify and hold harmless BSNL and its employees, officers, Directors, Agents or representatives from and against any/and all liabilities, damages, penalties and cost including legal costs and disbursement arising from or relating to all losses or any claims for damages or any other claims of whatsoever nature which are brought against BSNL by any third party owing to deeds or misdeeds attributable to THE COMPANY.

- a) Any breach/ any statute or regulation, directive or order or standard from any Government body, agency, Telecom Regulator

OR

- b) Any breach of terms & conditions of the agreement by THECOMPANY  
OR
- c) Any claim or infringement or any copyright or intellectual proprietorship or any other right or any third party by THE COMPANY  
OR
- d) Any claim made by any third party arising out of the use of the services and arising in connection with the content of services or interruption or degradation of services to BSNL's customers caused by THE COMPANY,

BSNL shall be vested with the sole discretion to determine such damages/ claims and have the right to adjust the same from any dues payable to THECOMPANY.

**20.4** BSNL shall not be liable to THE COMPANY or any other party consequent upon termination of the agreement for any reason whatsoever for any claim for loss or profits or for any anticipated booking for BSNL or on account of any expenditure, investments, leases or any other commitments made by THE COMPANY in connection with the agreement made in reliance upon or by virtue of THE COMPANY's appointment under the agreement.

**20.5** BSNL's acceptance of any transaction from THE COMPANY after the termination / expiry of the agreement shall not be construed as a renewal or extension of the agreement nor as a waiver of termination.

**20.6** The liability to insure the stocks in the outlet (s) or in the possession of THE COMPANY and the liability for any loss or damage due to any fire, burglary, theft, etc. will be that of THE COMPANY.

## **21. DISPUTE RESOLUTION/ARBITRATION:**

**21.1** Except as otherwise provided elsewhere in the contract, In the event of any disputes, controversy or differences arising out of or relating to this agreement or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (sixty) days from the date of making of such request.

**21.2** Where parties are unable to settle the disputes through conciliation, the same shall be referred to CMD, BSNL for referral of such disputes to a sole arbitrator (chosen from the names(s) provided by BSNL), to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof, and any notification issued or rules made thereunder from time to time.

**21.3** The venue of the arbitration proceeding shall be New Delhi.

## **22. THE COMPANY as INDEPENDENT ENTITY:**

**22.1** THE COMPANY, its employees, agents and representatives shall provide services as an independent "entity" on an exclusive basis and nothing contained herein shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent between the parties hereto or between BSNL and

THE COMPANY representatives and employees or to provide service with any right, power or authority, or to provide THE COMPANY with any right, power or authority, whether express or implied to create any such duty or obligation.

**22.2** THE COMPANY's personnel, employees, agents or representatives have no authority and/or right to bind BSNL in any manner. It is clarified that the personnel employed by THE COMPANY shall be the sole employees of THE COMPANY and BSNL shall have no financial or statutory responsibility towards them.

**22.3** THE COMPANY represents and warrants that no officer, director, employee of BSNL or immediate family member thereof ("collectively, BSNL, personnel") has received or will receive anything of value of any kind from THE COMPANY or its officers, directors, employees or agents in connection with agreement and that no BSNL personnel have a business relationship of any kind with THE COMPANY or its officers.

### **23. MISCELLANEOUS:**

**23.1** THE COMPANY may publish advertisement at his own cost with the prior approval from the BSNL for text matter and design.

**23.2** The terms and conditions may be amended as and when any changes, addition or deletion is required with the consent of both the parties except what is stated here in above.

**23.3** THE COMPANY shall make all endeavors to ensure that no fraud of any kind, criminal or otherwise is committed by any agent or staff and shall be responsible for the costs and consequences thereof including litigation losses damages or loss suffered/ to be suffered by BSNL etc.

**23.4** THE COMPANY shall carry out its obligation at its own cost and expenses including but not limited to usage of his own space and personnel and no reimbursement whatsoever shall be made by BSNL on any account whatsoever.

**23.5** THE COMPANY shall be fully responsible for the employment or payment of wages to its employees and shall fully comply with all laws, rules, regulations, notifications, directions orders etc. of the Govt. whether Central, State, Local or Municipal relating to such employment, payment of wages etc. and all others matter connected therewith and hereby indemnifies and agrees to continue indemnifying BSNL in this regard.

**23.6** THE COMPANY shall perform their duty in strict compliance with all applicable laws in India along with rules and regulation of duly constituted govt. authorities in India and shall obtain all licenses, restrictions or other approval, if any required by laws in India.

**23.7** In connection with the services to be rendered, COMPANY shall undertake, affirm and agree that COMPANY has fully authorized to enter into an agreement and subject to obtaining the necessary approval under applicable law, if any, required to perform the obligation according to the stipulated terms.

### **24. GENERAL PROVISIONS:**

**24.1 No authority to Commit:** THE COMPANY, its agents and employees will not be the legal representatives, employees or agents of the BSNL for any purpose and have no right or authority to incur any expenses on behalf of the BSNL or to create,

in writing or otherwise, obligations of any kind, express or implied, in the name of or on behalf of BSNL excluding the rights and duties under agreement. THE COMPANY shall make no representations inconsistent with the foregoing, but so long as agreement remains in force, THE COMPANY shall be entitled to describe itself as the "Authorized COMPANY" of BSNL for the services in the territory.

**24.2 Assignment:** Neither party may assign its rights and remedies nor transfer its obligations under this Agreement without prior written consent of the other party, except that either Party may so assign to any of its affiliated or subsidiary companies without such consent. In any event, any assignment or transfer shall not operate to relieve the assigning party of any of its obligations hereunder, nor will any such assignment impose any obligation on the assignee except in the case of an express written assumption by the assignee.

**24.3 Notices:** Any notice or communication pursuant to agreement shall be deemed duly given or made when they shall have been delivered by hand, first class registered mail or, to the party at the address set forth at the beginning of agreement, or to such other address as shall have been given in writing to the other party.

**24.4 Failure to enforce:** The failure of either party to enforce at any time the provisions hereof shall not be construed to be a waiver of such provisions nor a waiver of the right of such party thereafter to enforce each and every such provision.

**24.5** BSNL reserves the right to accept or reject any proposal or annul the EOI process and reject all proposals, at any time prior to finalization, without assigning any reason, whatsoever and without thereby assigning any liability to the affected EOI participants on the ground of BSNL's action (s).

**24.6** BSNL reserves the right to black list- an applicant for suitable period (as deemed fit by BSNL), in case it fails to honor its proposal in totality.

**24.7** BSNL reserves the right to discontinue the commercial provisioning of the services any time in future depending upon its network conditions or market scenario or directives from the regulator/ licensor or due to change in its own license conditions or upon directions from the competent government authorities.

## **25. Remedies for enforcement:**

**25.1** Nothing shall be construed to restrict the right of the BSNL to institute appropriate proceedings at law and equity to obtain injunction or other relief on account of any default hereunder whether or not the BSNL has exercised its right to terminate the agreement.

**25.2** The remedies granted to BSNL will be cumulative and are not intended to be exclusive if any, other remedies to which it may be lawfully entitled in case of any breach or threatened breach of the terms and provisions. Failure of BSNL to insist on strict performance of any of terms and provisions of the agreement or to exercise any right or remedy shall not be construed as a waiver of any such rights.

## **26. FORCE MAJEURE:**

Without in any way limiting the general limitations of liability contained in the agreement neither party shall be responsible for failure or delay in performance of service hereunder due to any occurrence commonly known as force majeure including without limitation acts of God, any government body (de jure or de facto) or public enemy, acts of war, riots, earthquake, embargoes, strikes or other concerted acts of workmen (whether of the parties or others ) casualties, or accidents, and shortage of power, labour or materials, or any other causes, circumstances, or contingencies, whether of a similar or dissimilar nature to the foregoing, beyond the parties' control and which cannot be reasonably forecast or prevented thereby hindering the performance by the parties of any of its obligations.

The parties shall give each other notice in the event of any one or more of the foregoing occurrences. Upon such notice the parties may cancel or delay performance for so long as such performance is prevented or delayed by such occurrence and in such an event neither party shall have any liability to the other.

**Annexure - A**

**UNDERTAKING**

We, M/s \_\_\_\_\_, a company registered under Companies Act 1956/2013, having registered office at \_\_\_\_\_ do hereby undertake and declare that we do not have any equity stake in & of any

- Basic Services
- Cellular Services
- Internet Services
- Unified Access Services
- National Long Distance Services

operating company(ies) in India.

Signed on behalf of M/s \_\_\_\_\_ by Shri \_\_\_\_\_ (Name & Designation) authorized signatory (with company stamp).

**UNDERTAKING**

We, M/s \_\_\_\_\_, a company registered under Companies Act 1956/2013, having registered office at \_\_\_\_\_ do hereby undertake and declare that we are not a licensed service provider to provide Basic services/Cellular services/Internet services/Unified Access services/ NLD services anywhere in India.

Signed on behalf of M/s \_\_\_\_\_ by Shri \_\_\_\_\_ (Name & Designation) authorized signatory (with company stamp).

**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 1956/2013, 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 GM (S&M-CM) 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.