

BHARAT SANCHAR NIGAM LIMITED
Sales & Marketing-CM

Opportunity to provide services to BSNL in connection with BSNL’s online SIM selling / e-SIM distributor Policy – 2018

No. 27-1/2017-S&M-CM/25

DATED: 16.04 2018

1. **PROPOSALS** are invited from interested and eligible companies for providing services (as defined in para 5.1 below) to BSNL in connection with online SIM selling/ e-SIM distribution business of BSNL **on non-exclusive basis**. The eligible companies can start providing services 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/Firm may submit proposal on any working day during business hours at the following address:-

**Jt. GM (Sales-CM),
Bharat Sanchar Nigam Limited,
Room No. 816, 8th Floor, Bharat Sanchar Bhawan,
Janpath, New Delhi - 110001.**

2. **PROCESSING FEE** as mentioned in para 7.1, 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 (along with applicable GST, if any) is neither transferable nor refundable.

3. On receipt of proposal from eligible company/ firm, BSNL will scrutinize them and convey approval or rejection. Successful Company/ Firm will need to sign agreement with BSNL Corporate office at 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. 1. SCOPE OF WORK:

5.1 To provide services related to sale of SIM/ Combo pack (SIM+FRC) / MNP connections, or other ‘BSNL products’, as decided by BSNL from time to time, through web based platform / Kiosk vending machine / ATMs/ Call center using Internet /API / mobile apps/ data access or other electronic modes (hereinafter referred to as ‘Services’). They have to serve the customers at doorstep. In connection with the same, BSNL intends to appoint Zonal level channel partner to be known as Service Providers for e-SIM / Online **SIM selling business (hereinafter referred to as ‘Service Providers’)**. There will be three types of Service Providers.

- I. Cat -1 : who is applying for single zone
- II. Cat -2 : who is applying for two zones.
- III. Cat-3 : who is applying for all four zones i.e. on PAN India basis

5.2 The Service providers have to sell SIM / Combo pack (SIM+FRC) / MNP connections etc. as decided by BSNL from time to time through web based platform / Kiosk vending machine / ATMs/ Call center using Internet /API / mobile apps/ data access or other electronic modes. They have to serve the customers at doorstep. They may use their retail network or may use established retail network(s) of Banks, Govt./ PSUs, utility bill payment centres, Retail stores like Big Bazaar, More, Croma etc. by having agreement with them without disturbing /using the existing distribution network of primary franchisees/ e-distributor etc. of BSNL.

5.3 The **Service Providers** shall be responsible for investment in setting up requisite infrastructure viz. outlets, portals, servers, leased connectivity etc.. **Service Providers** shall maintain a suitable organization for providing Services to BSNL in the allocated zone(s). The **Service Providers** shall make its best efforts to actively provide effective services to BSNL and always act in the interest of both the BSNL and its subscribers.

5.4 **Service Provider** shall integrate its system with BSNL’s zonal C-Top up/Sanchar-Soft (ITPC) systems and will ensure security of data link by way of Firewall/ IDS etc. C-Top up vendor will share APIs for the integration purpose.

5.5 The reports needed by BSNL for reconciliation and monitoring purpose will have to be developed by both parties and will be validated by BSNL team appointed by the GM (CMTS), Nodal Center before start of actual application.

5.6 The **service providers** shall store all records of sale at the Central server for a period of at least one year to enable tracking of Sale etc by Law enforcement agencies in India.

5.7 BSNL may from time to time provide information, training and assistance, as it deems fit. The training will be free of cost at a venue/training centre chosen by the BSNL at its discretion. The **Service Providers** shall bear all costs relating to training, including travel, accommodation and subsistence costs of such representatives.

5.8 BSNL may provide the marketing material to the **Service Providers**. It will not be obligatory and binding on the BSNL to provide all the above material, and will be provided as per availability only.

5.9 BSNL/ its representatives will have unlimited access to the business premises of the **Service Providers** to check, from time to time, **Service Providers**, including:

- i. The relevant processes adopted by Service Providers,
- ii. To identify problems and suggest solutions for **Service Providers** to implement remedial measures,
- iii. Inspect and audit any or all statutory and other books of records and accounts

5.10 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 Service Provider.

6. ELIGIBILITY REQUIREMENTS:

6.1 It should be an Indian registered proprietorship firm, partnership firms or company.

6.2 The company should not have substantial equity stake (10 % or more) in & of any Basic services/Cellular services/Internet services/Unified Access services/National Long Distance services operating company (ies) in India.

6.3 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

6.4 It should have a minimum turnover of Rs. 10 crores for Cat-1 Service Provider and Rs. 15 crores for Cat -2 & Rs. 20 Crores for Cat-3 Service Provider during the last financial year.

6.5 It should have a minimum of one year experience of online distribution/e-distributor during last three years with system / process in place for providing any of the following products/ services:-

i. The bidder must have experience in distribution of SIM/mobile recharge or any other telecom products through retail network using electronic system with own deployed server.

OR

ii. Distributing products electronically with own deployed server for banks or any government organization/ PSU/ large retail chains.

OR

iii. Bidder must have experience of business of e-commerce or m-commerce with own deployed server.

OR

iv. Existing BSNL franchisee/e-distributor or other channel partners can also apply subject to fulfilment of eligibility criteria.

OR

v. BSNL VAS provider having running agreement with BSNL and own established server.

OR

vi. BSNL bundled application provider having running agreement with BSNL and own established server.

Note: - M-wallet operators (open wallet & semi-closed wallet), C-top-up provider and easy credit operators having direct integration with IN shall not be allowed for **Service Providers** of BSNL.

6.6. Others

- a. Valid PAN. and TAN.
- b. Valid Goods and Services Tax (GST) registration Certificate No. for each state
- c. Self-declaration along with the evidence that the bidder is not black listed by the GST authorities
- d. In case the Service Provider gets black-listed during the tenure of BSNL contract, then adequate indemnity clause should be inserted to ensure that no loss of credit is borne by BSNL due to a default of Service Provider.

7. LIST OF DOCUMENTS to be submitted as part of the proposal:

7.1 A Demand Draft (DD) in lieu of processing fee @Rs.5000/- along with applicable GST per zone from a Nationalized / Scheduled Bank.

7.2 Certificate of incorporation/ registration.

7.3 Copy of Articles & Memorandum of Association or Partnership deed or Proprietorship deed as the case may be

7.4 Details of the firm along with a list of Directors on the Board of the company with their address(es), contact telephone numbers, email-ids, DIN of each director, CIN of the company etc., proprietor in case of proprietorship firm, each partner in case of partnership firm.

7.5 Board's/ Management's resolution in favour of authorized signatory along with attestation of the signature of the authorized signatory

7.6 Documents, an experience certificate or running agreement establishing satisfactory experience from the concerned agency to which the applicant has been providing / is providing the said products

7.7 Latest audited/ certified financial statement and annual report of the company/firm in support of the eligibility criteria or a certificate from the statutory auditors of the company to establish required turn over

7.8 Attested copy of GSTIN, if applicable.

7.9 Attested copy of PAN/GIR Number

7.10 Latest Income Tax clearance certificate.

7.11 Attested copy of filled “Annexure – A”, “Annexure – B” & Annexure-C

7.12 Contact details i.e. Name, mail id, phone no., mobile no., fax no. of a responsible person for liaison in this matter

7.13 Any other supporting documents as asked for or called for.

8. PERFORMANCE BANK GUARANTEE (PBG)

- 8.1 The Bank Guarantee @ Rs. 3 Lac per single zone, RS 6 lacs for two zones and Rs. 10 Lacs for all four zones i.e. on PAN India, is to be provided within 15 days of signing of the agreement. The Bank Guarantee should be valid for 33 months. No interest is payable on performance bank guarantee. In the event of extension of agreement, BG shall be revalidated for a period commensurate with the extension period.

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- 8.2 Without prejudice to its right of any other remedies BSNL shall, on failure of the Service Provider to provide services under the agreement or in case of breach of any terms & conditions of the agreement by Service Provider or on failure of Service Provider to start the business within 6 months of signing of agreement or failure of Service Provider to achieve minimum committed annual SIM sale target encash/ forfeit the said PBG in part or full.
- 8.3 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.
- 8.4 Further in case of extension (as per clause-19), the revised PBG may be furnished accordingly.

9. AREA OF OPERATION: The list of Circles along with zone is as given below:

S. No.	Name of Zone	Name of circles/Districts with its head quarters
1	EAST	Andaman & Nicobar - Port Blair
		Assam – Guwahati
		Bihar – Patna
		Jharkhand – Ranchi
		Kolkata TD – Kolkata
		Northeast Telecom – I – Shillong
		Northeast Telecom - II – Dimapur
		West Bengal – Kolkata
		Orissa –Bhubaneswar
2	NORTH	Haryana – Ambala
		Himachal Pradesh – Shimla
		Jammu & Kashmir – Jammu/Srinagar
		Punjab – Chandigarh
		Rajasthan – Jaipur
		Uttarakhand – Dehradun
		Uttar Pradesh (East) – Lucknow
		Uttar Pradesh (West) – Meerut

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3	WEST	Chhattisgarh – Raipur
		Gujarat – Ahmedabad
		Madhya Pradesh – Bhopal
		Maharashtra – Mumbai
4	SOUTH	Andhra Pradesh – Hyderabad
		Chennai TD – Chennai
		Karnataka – Bangaluru
		Kerala – Thiruvananthapuram
		Tamil Nadu – Chennai

i. Service Providers have to sign agreement in BSNL Corporate office, New Delhi. They may purchase inventory from any circle of the zone.

ii. They may use their retail network or may use established retail network of Banks, Govt./ PSUs, utility bill payment centres, Retail stores like Big Bazaar, More, Croma etc. by having agreement with them.

iii. The service providers shall sell SIMs to customers at their doorstep through web based platform / Kiosk /ATMs/ Call center using Internet /API / mobile apps/data access or other electronic modes across the zones

iv. Service Providers will arrange communication/ transaction links among its web portal and PoS at its own cost. BSNL shall not provide any technical support for distribution network.

10. SELECTION PROCESS: Service Provider will be selected on non-exclusive basis.

10.1 The proposals from companies/ firms shall be scrutinized by Sales & Marketing–CM Cell of the BSNL corporate office, New Delhi. Successful firms shall be declared as empanelled in BSNL as **Service Providers** and the concerned zone(s) will be intimated accordingly.

10.2 The empanelled company/firm shall approach BSNL Corporate Office, New Delhi for signing of agreement.

10.3 Service Providers will have to sign agreement within 30 days from the date of empanelment on non judicial stamp paper of Rs.100/- to be arranged by **Service Providers**

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

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

11. DURATION OF AGREEMENT: The **Service Providers** shall initially be for a period of **Twenty seven (27) months (which includes three months for the preparations for roll out)** from the date of agreement and will be subjected to review of performance as prescribed by BSNL. The **Service Providers** will have to achieve minimum 50% of the SIM/Combo (FRC+SIM)/MNP Connections sale on year to year basis to have continuity for the agreement period of two years.

12. ROLL OUT PLAN: Service Providers will install its system, will ensure integration with BSNL network elements like C-Topup system etc., and arrange for successful provision of Services, verification of provisioning, delivery and charging/reconciliation of SIM sale/FRC transactions within a **period of three months** from the date of signing of agreement. The monitoring of annual performance against the sales target will commence from such date of launch of service.

13. ANNUAL SIM/ Combo (SIM+FRC)/MNP Connections SALES TARGET:

i. Cat -1 e-SIM distributor service provider	15000
ii. Cat -2 e-SIM distributor service provider	30000
iii. Cat-3 e-SIM distributor service provider	60000

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

15. Tax Liability: Service providers have to comply with all applicable taxes as per Central / States/ Local Laws.

- a. BSNL services i.e. Secondary / subsequent incentives such as incentive on FRC, any scheme based incentive, FOS incentive etc. (if applicable) to Service Providers shall be given online in the form of c-top-up value through any platform like Sanchar-soft/ Pyro/ ERP after levy of applicable taxes i.e. TDS /GST etc., wherever applicable.
- b. For the subsequent incentives provided by BSNL (refer point a above), Service Provider will raise invoice (along with applicable GST) on BSNL. Since incentive shall be paid to the Service Provider in the form of c-top up, BSNL will also raise an invoice (along with applicable GST) on the Service Providers for allocation of such c-top up value
- c. Where the Service Providers are not registered under GST Act, it shall be the responsibility of BSNL to discharge liability under reverse charge mechanism. It is further agreed that service provider shall not charge tax on invoice

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- d. BSNL shall also withhold tax at source under Chapter XVIIB of the IT Act, 1961 on the secondary/ subsequent incentives provided to the Service Providers
- e. GST paid by Service Providers to BSNL and by BSNL to Service Providers (as the case maybe w.r.t. secondary/ subsequent incentive granted by BSNL) shall be available to Service Providers and BSNL, respectively, as ITC which can be set off against the GST charged by Service Providers or BSNL
- f. The rate of incentive 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 ___% of Face Value.
- g. Methodology and applicable tax deduction/reconciliation on payment like discount at the time of sale of BSNL services, discount on FRC, any scheme based incentive, FOS incentive etc. (if applicable) to Service Providers may be changed time to time & necessary instructions shall be issued by concerned cell of BSNL CO.
- h. In case of any deficient supply or incomplete supply, it shall be the responsibility of Service Provider to issue GST compliance credit note within the reasonable time and take tax adjustment. In case the Service Provider fails to issue proper credit note within the time stipulated under the GST law the taxes charged and not adjusted would be borne by the service provider.
- i. Service Provider 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. Service Provider may 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 of supplier i.e. compliance rating reduced below the prescribed limit, the amount related to tax shall be paid to service provider only on receipt of input tax credit to BSNL
- j. Applicable Tax deductions/ reconciliation/ accounting related instructions/ guidelines shall be issued by concerned cell of BSNL CO, which shall be applicable to circle/SSA.
- k. In case of secondary/ subsequent incentives provided to the Service Provider, it shall be the responsibility of the Service Provider to raise appropriate tax invoice as per the tax invoice rules under Central Goods and Service Tax Rules, 2017. BSNL reserves the right to be indemnified for the credit loss in case BSNL is unable to claim the ITC for any non-compliance / default in raising appropriate invoice by Service Provider. Further all invoices should be sent to BSNL promptly and in no case beyond 30 days of Invoice date.
- l. Service Providers 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. Service Providers 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 of supplier i.e. compliance rating reduced below the prescribed limit, the amount related to tax shall be paid to Service Providers only on receipt of input tax credit to BSNL

Further the Service Provider is required to comply following requirements w.r.t. issuance of invoice:

- a) All the details of Service Providers(name, address, GSTIN/ unregistered vendor, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice;
- b) Invoice/Debit Note/Credit Note need to be issued timely within the time prescribed under GST law;

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- c) It would be the responsibility of the Service Provider 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 the service provider, the same would be recovered by BSNL from the Service Provider;
- d) Registered location of BSNL shall be mentioned in the agreement with GSTIN No. Service Provider shall raise invoices at the registered premise of BSNL for availment of credit and ensure that the place of supply as per GST law is same as registered premise;
- e) It shall be the responsibility of Service Provider to raise invoice within the prescribed timelines.
- f) Service Provider to share the monthly information (w.r.t. incentive) with BSNL which would be uploaded by the service provider 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 the Service Provider to provide reconciliation statement of all the supplies made by it including issuance of credit note, debit note or other documents on or before 30th September following the end of relevant financial year.
- m. Service Providers to share the monthly information (w.r.t. incentive) with BSNL which would be uploaded by the service provider 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 the service provider to provide reconciliation statement of all the supplies made by it including issuance of credit note, debit note or other documents as prescribed, within 30th September following the end of relevant financial year
- n. GST (if applicable) on account of liquidated damages due to delay in supply of BSNL services would be borne by the Service Provider.

BSNL reserves the right to amend and the Service Provider agrees to the amended procedures which may be required pursuant to changes in GST law or pursuant to change in BSNL’s policy

16. COMMISSION for Service Providers: Service Providers shall be paid commission (through C-TOP-UP) as below:

Slab of FRC (Pre-paid) and FMC (Post-paid)	Commission for Pre-paid	Commission for Post-paid
Rs.49 to Rs. 149	Rs. 50/-	Rs. 75/-
>Rs.149 and <Rs.299	Rs.75/-	Rs.150/-
>Rs.299 and <Rs.499	Rs.100/-	Rs.250/-
>Rs.499	Rs.110/-	Rs.450/-

Note: -

- a) Payment to the Service Providers will be announced by BSNL from time to time and shall be revised or discontinued by BSNL as per the changes in business environment and decision of BSNL in this regard will be final.
- b) For post-paid customer acquisition, commission shall be paid after receipt of 1 month bill payment from subscriber.
- c) Commission for MNP connections will be issued separately and subject to revision time to time.
- d) Periodic reconciliation shall be done by BSNL for the commissions paid to Service Providers

17.1 TAX LIABILITY: Service Provider will be responsible for intimating their state-wise GSTIN(s) to BSNL for billing purposes (in case Service Provider is registered in multiple states). Service Provider have to bear all applicable taxes as per Central / States/ Local Laws. GST on Commission, claimed by Online SIM selling Service Providers, will be paid by BSNL. Income tax may be deducted at source on Commission paid as per applicable rules.

17.2 Methodology for commission/Applicable Tax deductions/ reconciliation/ accounting related instructions/ guidelines shall be issued by concerned cell of BSNL CO time to time, which shall be applicable to circle/SSA.

17.3 GST on commission shall be paid / reimbursed by BSNL to the Franchisees subject to receipt of invoice / Bill in conformity with applicable rules under GST Act.

17.4. Goods & Services Tax (GST) Act is enacted by the Government of India wef 01.07.2017. BSNL shall pay/ reimburse GST on commission instead of Service Tax subject to receipt of invoice/ documents mentioned in the GST Act and Rules made thereunder so that BSNL can avail Input Tax Credit (ITC).

17.5 The rate of commission needs to be reviewed with every change in the rate of Service Tax/ GST in order to keep it at par with or lower than the current rate applicable on face value.

17.6 Service Providers should be registered and have proper GSTIN number.

17.7 Under GST regime, the service provider has to raise appropriate tax invoice in the prescribed format as per the provisions of GST Act and rules for the amount of commission to the respective state/UTs from where he has obtained the stock of SIM, FRC etc. so that BSNL can avail input tax credit (ITC).

18. DAMAGES: Where the Service Provider fails to perform in accordance with the parameters set by BSNL, and achieve the sales targets as specified above in clause 13. BSNL shall be entitled to recover damages without prejudice to the other remedies available to it, as pre-estimated damages along with applicable GST (if any), at the rate & circumstances mentioned below:

- I. The imposition of damage will come into force after expiry of roll-out period.

- II. The damage will be calculated on short fall in the achievement of annual target and will be charged @ of Rs. 5 per SIM on short achievement of annual target.e

Note: GM(S&M)-CM at BSNL CO may relax the above damage for exclusive channels of **Service Providers** in case of single tie-up. e.g. bank/ Organized Retail Chain/ Service Centre Agents (SCAs) etc.

- III. The damage(s) as stated above shall be recovered for each failure (para 17(II)) 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.

19. CROSS SELLING If service provider is found involved in cross selling i.e., selling SIM sale/FRC in area beyond the authorized area of operation, BSNL may decide to Black-list such service providers.

20. EXTENSION: Service Providers 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 Service Providers on year-to-year basis for a period of two years subject to following conditions as BSNL may prescribe from time to time:

- a) Service Provider has achieved 100 % Achievement of the sales targets during previous years
or
b) Service Provider has paid applicable penalty in full for short achievements of annual target.

21. ROLE OF NODAL CENTRE: Technical integration and role out of services in coordination with Service Providers will be carried out by nodal centre.

- i. Hyderabad (Andhra Pradesh Telecom Circle) South Zone
ii. Chandigarh (Punjab Telecom Circle) North Zone
iii. Pune (Maharashtra Telecom Circle) West Zone
iv. Kolkata (West Bengal Telecom Circle) East Zone

22. 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 60th 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.

23. TERMINATION: Agreement with **Service Providers** may be terminated under following conditions:

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 Service Provider upon the occurrence of any of the following events:-

23.1 if **Service Providers** 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 30th day of said notice. The PBG shall be forfeited.

23.2 BSNL shall reserve the right to terminate agreement in case it comes to conclusion that the **Service Providers** 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.

23.3 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.

23.4 BSNL shall also reserve the right to suspend the operations of **Service Providers**, 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 **Service Providers** shall be payable by BSNL.

23.5 In case the **Service Providers** 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.

23.6 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 **Service Providers**. Otherwise the Service Provider shall be liable to pay interest @ 18% p.a. (along with applicable GST, if any) till the said amount is paid to BSNL.

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

23.8 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.

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

23.10 On the termination of the agreement for any cause whatsoever, all rights and privileges granted to the **Service Providers** shall immediately stand terminated. **Service Providers** 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.

23.11 BSNL shall be entitled to injunctive and equitable relief for any violation of the terms and conditions. **Service Providers** 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.

23.12 In the event of termination of agreement consequent upon breach of any of the terms of the agreement or surrender of **Service Providers** at its own will:

i. All the damages shall be recovered by BSNL from the **Service Providers** in addition to the encashment of Performance Bank Guarantee without prejudice to any other remedies and rights available to BSNL

ii. **Service Provider** may be debarred for future dealings with BSNL for **provision of Services**.

24. INDEMNIFICATION:

24.1 The Service Provider shall have to agree to sign Non disclosure agreement & also indemnify BSNL, against all type of embezzlement, misappropriation or misapplication of money. BSNL will decide responsibility matrix between Service Provider and C- Topup system provider.

24.2 Service Provider 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 service provider 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 Service Provider shall undertake and agree not to retain and make any copies of the entrusted confidential information. However it shall not relieve the service provider from any liability or obligation under the agreement.

24.3 Service Provider 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 Service Provider.

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 Service Provider

OR

c) Any claim of infringement or any copyright or intellectual proprietorship or any other right or any third party by Service Provider

OR

d) Any claim made by any third party arising out of the use of the BSNL Products and arising in connection with the content of BSNL Products or interruption or degradation of services to BSNL's customers caused by Service Provider, 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 the Service Provider.

24.4 BSNL shall not be liable to the Service Provider 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 Service Provider in connection with the agreement made in reliance upon or by virtue of the Service Providers appointment under the agreement.

24.5 BSNL's acceptance of any transaction from the Service Provider 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.

24.6 The liability to insure the stocks in the outlet (s) or in the possession of the Service Provider and the liability for any loss or damage due to any fire, burglary, theft, etc. will be that of the Service Provider only.

25. DISPUTE RESOLUTION / ARBITRATION:

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.

Where parties are unable to settle the disputes through conciliation, the same shall be referred to CMD, BSNL, New Delhi for referral of such disputes to a sole arbitrator (Chosen from the name(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.

The venue of the arbitration proceeding shall be New Delhi.

26. SERVICE PROVIDER AS INDEPENDENT ENTITY:

26.1 The Service Provider, its employees, agents and representatives shall act 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 Service Provider, its representatives and employees or to provide the Service Provider with any right, power or authority, whether express or implied to create any such duty or obligation.

26.2 The Service Providers 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 Service Providers shall be the sole employees of the Service Providers and BSNL shall have no financial or statutory responsibility towards them.

26.3 The Service Provider 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 Service Provider 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 Service Providers or its officers.

27. MISCELLANEOUS:

27.1 The Service Providers may publish advertisement in newspapers at his own cost with the prior approval from the BSNL for text matter and design.

27.2 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 herein above.

27.3 The Service Providers 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 etc. suffered/ to be suffered by BSNL.

27.4 The Service Provider 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.

27.5 The Service Provider 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.

27.6 The Service Provider 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.

27.7 Service Provider shall undertake, affirm and agree that Service Provider is 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.

28. GENERAL PROVISIONS:

28.1 No authority to Commit: The Service Provider, 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 Service Provider shall make no representations inconsistent with the foregoing, but so long as agreement remains in force, the Service Provider shall be entitled to describe itself as the “Authorized Service Provider” of BSNL in the territory.

28.2 Assignment: Service Provider shall not assign its rights and remedies nor transfer its obligations under agreement without prior written consent of BSNL 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.

28.3 Notices: Any notice or communication pursuant to agreement shall be deemed to be 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.

28.4 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.

29. Remedies for enforcement:

- i. 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.
- ii. 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.

30. FORCE MAJEURE: Without in any way limiting the general limitations of liability contained in the , 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.

Covering Letter for Submission

To

**Jt. GM (Sales-CM),
Bharat Sanchar Nigam Limited,
Room No. 816, 8th Floor, Bharat Sanchar Bhawan,
Janpath, New Delhi - 110001.**

Subject: Proposal for empanelment as Service Provider of BSNL

Dear Sir,

With reference to opportunity for appointment as a Service Provider for provision of Services to BSNL on the website, I / we hereby submit my / our proposal duly completed along with details called for. All required documents are enclosed herewith and are numbered as per index at Annexure-I.

Thanking you,

Yours sincerely,

Signature

(Name of the authorized signatory) For & on behalf of
Seal of the Firm/Company/Organization

Annexure - A

Particulars about territory of operation as Service provider in connection with BSNL’s Online SIM selling business

1. Name of the applicant / firm / Organization
2. Registered Address / Office Address

Mobile No. (s)
E-mail (s)

Telephone No.
(s)
3. Status of the applicant / organization (Tick the relevant one)
 - i. Proprietorship
 - ii. Partnership
 - iii. Private Limited
 - iv. Public Limited
4. Indicate zone(s) of operation :

I. **Cat -1** (Write yes against any one zone in the table)

II. **Cat -2** (Write yes against any two zones in the table)

III. **Cat -3** (Write yes against PAN India – all four zone)

	Name of the zone applied for	Yes / No
i	Pan India (all four zones)	
ii	East zone	
iii	West zone	
iv	North zone	
v	South zone	

”

Annexure - B

UNDERTAKING

We, M/s _____, a company registered under Companies Act 1956, having registered office at _____ do hereby undertake and declare that we do not have substantial equity stake (10% or more) 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, 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).

Annexure-C

FORMAT OF THE NON-DISCLOSURE UNDERTAKING

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

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

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

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