

**BHARAT SANCHAR NIGAM LIMITED**  
Sales & Marketing-CM

**Opportunity to become e-Distributor of  
BSNL for sale of e-Recharge / TOPUP**

No. 27-2/2017-S&M-CM/15

DATED. 10.01.2018

1. **PROPOSALS** are invited from interested and eligible firms/companies for e-Distributorship for selling/ distributing BSNL's e-Recharge / TOPUP or other BSNL Products (as BSNL may permit from time to time) **on non-exclusive basis**. The eligible companies can start selling BSNL Products 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, 8<sup>th</sup> 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 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. SCOPE OF WORK:**

5.1 To serve BSNL customers through web portal / Kiosk /ATMs /POS (Retailers) and other electronic mode, there is a need to appoint Zonal Level franchisees to be known as **e-Distributors**. There will be three types of e-Distributors:

- 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 e-Distributors have to sell e-recharge/ topup to prepaid and / or post paid bill payment and / other BSNL products (as defined in BSNL's CM Sales and Distribution Policy - 2018) etc. as decided by BSNL from time to time through web based platform / Kiosk /ATMs/ POS (Retailers) using Internet /API / mobile apps/ data access or other electronic modes. 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 of BSNL.

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**5.3** e-Distributor and BSNL shall act on a principal to principal basis and at no time, the distributor shall act in the capacity of an agent of BSNL. Further, e-Distributor shall not have any right or authority to negotiate, conclude or execute any contract or legal document with any third person in the name of BSNL; to assume, create, or incur any liability of any kind, express or implied, against or in the name of BSNL; or to otherwise act as the representative of BSNL, unless expressly authorized in writing by BSNL.

**5.4** The e-Distributor shall be responsible for investment in setting up requisite infrastructure viz. outlets, portals, servers, leased connectivity etc. for sale of the BSNL Products. e-Distributor shall maintain a suitable organization for the marketing & distribution of BSNL products in the allocated zone(s). The e-Distributor shall make its best efforts to always act in the interest of both the BSNL and its subscribers.

**5.5** e-Distributor shall integrate its system with BSNL’s zonal C-Topup systems and will ensure security of data link by way of Firewall/ IDS etc. C-Topup vendor will share APIs for the integration purpose.

**5.6** 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.

**5.7** The EFTPOS terminals at POS shall connect to the central server through the PSTN or IP connectivity / Data connectivity / GPRS / CDMA. A phone number on request (Toll free/UAN) shall be allotted to the e-Distributor for this purpose at e-Distributor’s cost.

**5.8** A secured password based account shall be created for BSNL to facilitate remote login to the server by designated BSNL staff. BSNL shall be permitted to view all reports and track sale and distribution to the EFTPOS terminals/NET/SMS.

**5.9** Messaging facility shall be provided between the central server and the EFTPOS terminals wherein BSNL shall be able to pass on marketing related information, special promotional schemes etc to the EFTPOS terminals. The EFTPOS terminals/NET/SMS should be possible to be created in sub-groups area-wise so that it is possible to send messages to a specific sub- group only.

**5.10** The e-Distributor 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.

**5.11** BSNL may from time to time provide information, training and assistance relating to the BSNL Products. The training will be free of cost at a venue/training centre chosen by the BSNL at its discretion. The e-Distributor shall bear all costs relating to including travel, accommodation and subsistence costs of such representatives.

**5.12** BSNL may provide the marketing material to the e-Distributor. It will not be obligatory and binding on the BSNL to provide all the above material, and will be provided as per availability only.

**5.13** BSNL/ its representatives will have unlimited access to the business premises of the e-Distributor to check, from time to time, e-Distributor operations, including:

i. The process of selling and customer problem resolution,

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- ii. To identify problems and suggest solutions for e-Distributor to implement remedial measures,
- iii. Inspect and audit any or all statutory and other books of records and accounts

**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 e-Distributor.

### **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 turnover of Rs. 10 crores for Cat-1 e-Distributor and Rs. 15 crores for Cat -2 & Rs. 20 Crores for Cat-3 e-Distributor during the last 12 months.

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

i. The bidder must have experience in distribution of mobile recharge 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 can also apply subject to surrendering of its primary franchisee ship from all the locations before signing of agreement.

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.

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**Note:** - M-wallet operators (open wallet & semi-closed wallet), C-top-up provider and easy credit operators having direct integration with IN may be allowed with proper reconciliation by Nodal centers for e-distributorship of BSNL.

### 6.7 Other requirements:

- a. Bidder should have a valid PAN and TAN
- b. Bidder should have a valid Goods and Services Tax (GST) registration Certificate No. for each state
- c. Bidder should provide a self-declaration along with the evidence that the bidder is not black listed by the GST authorities
- d. In case the Bidder 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 the Bidder
- e. In case of multiple Goods and Services Tax Identification Number (GSTIN), all the numbers can be provided as Annexure

### 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 in case of proprietorship firm, details of the proprietor, in case of partnership firm details of partners and in case of company, 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.
- 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 GST Registration number, 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 & Annexure-D
- 7.12 Contact details i.e. Name, mail id, phone no., mobile no., fax no. of a responsible person for liaising in this matter
- 7.13 Any other supporting documents as asked or called for.

### 8. PERFORMANCE BANK GUARANTEE (PBG)

- 8.1 The Bank Guarantee of 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 e-Distributor to provide BSNL Products under the agreement or in case of breach of any terms & conditions of the agreement by e-Distributor or on failure of e-Distributor to start the business within 6 months of signing of agreement or failure of e-Distributor to achieve minimum committed annual sale of RC, encash/ forfeit the said PBG in part or full.

8.3 The said PBG shall be discharged by BSNL after successful completion of obligations under agreement. However, BSNL reserves the right to deduct any amount from the said PBG due to BSNL under the agreement.

### 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	<b>EAST</b>	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	<b>NORTH</b>	Haryana – Ambala
		Himachal Pradesh – Shimla
		Jammu & Kashmir – Jammu/Srinagar
		Punjab – Chandigarh
		Rajasthan – Jaipur
		Uttarakhand – Dehradun
		Uttar Pradesh (East) – Lucknow
		Uttar Pradesh (West) – Meerut
3	<b>WEST</b>	Chhattisgarh – Raipur
		Gujarat – Ahmedabad
		Madhya Pradesh – Bhopal
		Maharashtra – Mumbai
4	<b>SOUTH</b>	Andhra Pradesh – Hyderabad
		Chennai TD – Chennai
		Karnataka – Bangaluru
		Kerala – Thiruvananthapuram
		Tamil Nadu – Chennai

- i. e-Distributors 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 e-Distributor shall sell values to customers BSNL Products through web based platform / Kiosk /ATMs/ POS (Retailers) using Internet /API / mobile apps/data access or other electronic modes across the zones.
- iv. e-Distributor will arrange communication / transaction links among its web portal and PoS at its own cost. BSNL shall not provide any technical

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support for distribution network. However for Cat – 1 e-Distributor on request BSNL may provide free Short Code & SMS to such short code.

**10. SELECTION PROCESS:** e-Distributors 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 e-Distributor 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** e-Distributor 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 e-Distributor

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

**10.5** The empanelment of the e-Distributorship for BSNL Products shall be without prejudice to the right of BSNL to market these products from its existing or outlets including customer service centres. Nothing shall prevent BSNL to work out and introduce in future.

**11. DURATION OF AGREEMENT:** The e-Distributorship 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 e-Distributor will have to achieve minimum 50% of the recharge / topup sale on year to year basis to have continuity for the agreement period of two years.

**12. ROLL OUT PLAN:** e-Distributor will install its system, will ensure integration with BSNL network elements like C-Topup system etc., and arrange for successful verification of provisioning, delivery and charging/reconciliation of recharge/topup 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 BSNL Product(s).

**13. ANNUAL SALES TARGET:**

- i. Cat -1 e-Distributor Rs. 6 Cr.
- ii. Cat -2 e-Distributor Rs. 9 Cr.
- iii. Cat -3 e-Distributor Rs.12 Cr

**14. MINIMUM PURCHASE:** In order to avoid frequent and small quantity purchase requisitions from e-Distributors, a minimum order quantity of Rs. 1 Lac will have to be purchased by all Category of e-Distributor. Material can be issued to e-Distributor against RTGS / Cheque on realization of Money in BSNL account or against Cash / Draft. The preferred mode for fund transfer for the e-Distributor to get material is RTGS.

**15. DISCOUNT and billing procedure:** Discount shall be offered by BSNL to e-distributors subject to maximum commission at the rate of 3.5% of the transacted value.

The discount amount can be reviewed by BSNL at any time and decision of BSNL in this regard will be final.

- 16. TAX LIABILITY:** E-Distributor have to comply with all applicable taxes as per Central / States/ Local Laws.
- a. The e-Distributor shall place an order for purchase of products from BSNL.
  - b. Upon dispatch of ordered products, BSNL shall raise an invoice on the e-Distributor, net of applicable discount to be provided to the e-Distributor. BSNL’s designated nodal officer to verify and sign the invoice and forward it to the Accounts Department.
  - c. BSNL will charge GST on the transaction value i.e. the price at which BSNL sells its products to the e-Distributor. BSNL would raise tax invoice for sale of BSNL products to the e-Distributor.
  - d. E-Distributors will be responsible for intimating their state-wise GSTIN(s) to BSNL for billing purposes (in case e-distributors are registered in multiple states)
  - e. For the purpose of this agreement, the place of supply under GST shall be determined in terms of applicable GST laws and regulations. The location of e-Distributor for GST purposes shall be the location from which the e-Distributor raises a purchase order on BSNL.
  - f. GST paid by e-Distributor to BSNL shall be available to the e-Distributor as ITC, which can be set off against the GST charged by e-Distributor on its further supply.
  - g. BSNL shall, on a conservative basis, withhold tax at source under Chapter XVIIIB of the IT Act, 1961 on all discounts/ margin provided to the e-Distributor for sale of BSNL Products and the same will be treated as a sale consideration.
  - h. Methodology and applicable tax deduction on payment like discount at the time of sale of BSNL Products etc. to e-Distributor may be changed from time to time & necessary instructions shall be issued by concerned cell of BSNL CO.
  - i. The rate of discount on sale of BSNL products 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 5.5% of Face Value.
  - j. The invoices raised by BSNL shall comply with all the conditions as prescribed under the GST laws in force.
  - k. In case of any deficient supply or incomplete supply both at the time of sale of BSNL products BSNL shall issue a credit note and e-Distributor hereby accepts to acknowledge and account this credit note. The e-Distributor represents to take appropriate action to enable BSNL to get a GST deduction whenever applicable.
  - l. E-Distributor 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.
  - m. Applicable Tax deductions/ reconciliation/ accounting related instructions/ guidelines shall be issued by concerned cell of BSNL CO, which shall be applicable to circle/SSA.
  - n. Further the e-Distributor is required to declare correct information on GST portal viz. the amount, the place of supply, rate of tax etc as mentioned on the invoice raised by BSNL. In case, the eligibility of input tax credit is questioned or denied to e-Distributor on account of default by the e-Distributor, the same would be not recovered from BSNL by the e-Distributor;

BSNL reserves the right to amend and the e-Distributor agrees to the amended procedure which may be required pursuant to changes in GST law or pursuant to changes in BSNL’s policy.

- 17. DAMAGES:** Where the e-Distributor fail to provide services or breach of contract & achieve the sales targets as specified above in clause 12, 13 & 14, BSNL without prejudice to other remedies available to it shall be entitled to recover damages, as pre-estimated damages along with the applicable GST (if any) at the rate & circumstances mentioned below:
- i. The imposition of damages will come into force after expiry of roll-out period.
  - ii. The damages will be calculated as a percentage of the short fall in the achievement of annual target and will be charged @ of 0.25% on short achievement of annual target.

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**Note:** GM(S&M)-CM at BSNL CO may relax the above penalty for exclusive channels of e-Distributors 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.

- 18. CROSS SELLING:** If e-Distributor is found involved in cross selling i.e., selling BSNL Products in area beyond the authorized area of operation, BSNL may to Black-list such e-Distributor.
- 19. EXTENSION:** e-Distributor shall request to BSNL for extension of its agreement 60 days before the end date of its agreement. The agreement shall be extended for willing e-Distributors on year-to-year basis for a period of two years subject to condition that
- a. 100 % Achievement of the sales targets by the e-distributor during previous years or
  - b. e-Distributor has paid applicable penalty (along with GST, if applicable) in full for short achievements of annual target.
- 20. ROLE OF NODAL CENTRE:** Technical integration and role out of BSNL Products in coordination with e-Distributor 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  |
- 21. 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 under the agreement.
- 22. TERMINATION:** Agreement with e-Distributors may be terminated under following conditions:
- 22.1 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 franchisee of this agreement upon the occurrence of any of the following events:-
- (a) If the e-distributor commits any breach, of any of the terms and conditions of this agreement and in case such breach is capable of being remedied, the franchisee fails to remedy the same within thirty(30) days after receipt of a notice in writing from BSNL giving full particulars of the breach and requiring it to be remedied, or
  - (b) If the e-distributor commits any breach, of any of the terms and conditions of this agreement and if such breach is not capable of being remedied, or
  - (c) If the e-distributor is found involved in fraud or other illegal or unethical activities in relation to any subject matter associated with this agreement.



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22.2 BSNL shall also reserve the right to suspend the operations of e-Distributor, 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 e-Distributor shall be payable by BSNL.

22.3 In case the e-Distributor 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.

22.4 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 e-Distributor. Otherwise e-Distributor shall be liable to pay interest @ 18% p.a. along with applicable GST, if any, till the said amount is paid to BSNL.

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

22.6 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. However the e-Distributor shall not be entitled to refund from BSNL for the unutilized/unsold BSNL Products in any circumstances what so ever.

22.7 e-Distributor shall at its own expense return to BSNL promptly all information, documentation and materials relating to BSNL Products and / or software or any other documents entrusted to the e-Distributor by BSNL

22.8 On the termination of the agreement for any cause whatsoever, all rights and privileges granted to the e-Distributor shall immediately stand terminated. e-Distributor 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's Products.

22.9 BSNL shall be entitled to injunctive and equitable relief for any violation of the terms and conditions. e-Distributor 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.

22.10 In the event of termination of agreement consequent upon breach of any of the terms of the agreement or surrender of e-Distributorship at its own will:

i. damages to the extent of loss determined by BSNL shall be recovered from the e-Distributor in addition to the encashment of Performance Bank Guarantee without prejudice to any other remedies and rights.

ii. e-Distributor may be debarred for future dealings with BSNL for e-Distributorship.

**23. INDEMNIFICATION:**

- 23.1 The e-Distributor 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 e-Distributor and C-Topup system provider.
- 23.2 e-Distributor 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 e-Distributor 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 e-Distributor shall undertake and agree not to retain and make any copies of the entrusted confidential information. However it shall not relieve the e-Distributor from any liability or obligation under the agreement.
- 23.3 e-Distributor 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 e-Distributor.
- 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 e-Distributor  
OR
  - c) Any claim or infringement or any copyright or intellectual proprietorship or any other right or any third party by e-Distributor  
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 e-Distributor,

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 e-Distributor.

- 23.4 BSNL shall not be liable to the e-Distributor 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 e-Distributor in connection with the agreement made in reliance upon or by virtue of the e-Distributor’s appointment under the agreement.
- 23.5 BSNL’s acceptance of any transaction from the eDistributor 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.
- 23.6 The liability to insure the stocks in the outlet (s) or in the possession of the e-Distributor and the liability for any loss or damage due to any fire, burglary, theft, etc. will be that of the e-Distributor.

**24. 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.

**25. e-DISTRIBUTOR AS INDEPENDENT ENTITY:**

25.1 The e-Distributor, its employees, agents and representatives shall sell BSNL Products 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 e-Distributor representatives and employees or to provide BSNL Products with any right, power or authority, or to provide the e-Distributor with any right, power or authority, whether express or implied to create any such duty or obligation.

25.2 The e-Distributor’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 e-Distributor shall be the sole employees of the e-Distributor and BSNL shall have no financial or statutory responsibility towards them.

25.3 The e-Distributor 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 e-Distributor 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 e-Distributor or its officers.

**26. MISCELLANEOUS:**

26.1 The e-Distributor may publish advertisement in newspapers at his own cost with the prior approval from the BSNL for text matter and design.

26.2 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.

26.3 The e-Distributor 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.

26.4 The e-Distributor 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.

26.5 The e-Distributor 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

## Opportunity for “CM - e-Distributor – 2018”

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.

- 26.6 The e-Distributor 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.
- 26.7 In connection with the BSNL Products to be sold, e-Distributor shall undertake, affirm and agree that e-Distributor 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.

### 27. GENERAL PROVISIONS:

- 27.1 **No authority to Commit:** The e-Distributor, 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 e-Distributor shall make no representations inconsistent with the foregoing, but so long as agreement remains in force, the e-Distributor shall be entitled to describe itself as the “Authorized e-Distributor” of BSNL for the sale of BSNL Products in the territory.
- 27.2 **Assignment:** e-Distributor 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.
- 27.3 **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.
- 27.4 **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.
- 27.5 **Content:** The e-distributor Policy-2017 and its future revisions, the annexure attached hereto & the EoI document annexed hereto, Lol and subsequent instructions to e-distributor shall form integral part of this agreement and incorporated herein by this reference.
- 27.6 E-distributor hereby agrees and unequivocally undertakes to fully comply with all the terms and conditions stipulated in agreement along with its parts e-distributor Policy 2017, EoI, Lol attached hereto without any deviation and reservation of any kind, unless mutually agreed between the parties at any given time.
- 27.7 In case, any future statutory provision warrants variation in the Agreement/Policy, in any material way, both parties will in good faith use their best endeavour to agree to such terms and conditions as may be necessary. However, in case no such agreement can be reached, either party shall have the right to withdraw from this Agreement.

27.8 The effect of withdrawal from the Agreement under Clause 20.7 would be that the Agreement shall stand terminated with immediate effect.

**28. 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.

**29. 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.

**Covering Letter for Submission**

To

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

**Subject: Proposal for empanelment as e-Distributor of BSNL**

Dear Sir,

With reference to opportunity for e-Distributor ship 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

**FORMAT OF THE UNDERTAKING**

We, Ms .....Proprietorship firm regd. under...../a partnership firm regd. under ..... \_\_\_\_\_, or a company registered under the Companies Act 1956, having its registered office at \_\_\_\_\_ have applied for empanelment of BSNL e-Distributor hereby declare and undertake that:

- We are not having any primary franchisee-ship in any BSNL Telecom circle.

or

- Presently, we are having BSNL Primary Franchisee-ships in \_\_\_\_\_ SSAs in \_\_\_\_\_ Telecom Circles and these Primary Franchisee-ships will be surrendered before signing of agreement as e-Distributor.

The information given by me / us, as above is true to the best of my knowledge & belief. We also undertake that if at any stage above information is found false, BSNL will be free to take any action as deemed fit without any prior intimation including termination of agreements and forfeiture of PBG.

Signed on behalf of M/s \_\_\_\_\_  
by Mr. \_\_\_\_\_

(Name and Designation)  
Authorized signatory

**Particulars about territory of operation for BSNL e-Distributorship**

1. Name of the applicant / firm / Organization
2. Registered Address / Office Address  
Mobile No. (s) Telephone No. (s)  
E-mail (s)
3. GST registration number (GSTIN)-
4. 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	



**UNDERTAKING**

We, M/s \_\_\_\_\_ Proprietorship firm regd. under...../a partnership firm regd. under, 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 \_\_\_\_\_ Proprietorship firm regd. under...../a partnership firm regd. under, 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).

**FORMAT OF THE NON-DISCLOSURE UNDERTAKING**

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

M/s \_\_\_\_\_ Proprietorship firm regd. under...../a partnership firm regd. under, 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.