

I/816837/2025

O/o GM(S&M-CM), Room No 125,
Bharat Sanchar Bhawan, H.C Mathur Lane,
Janpath, New Delhi-110001.
E-mail:- gmsmcm@bsnl.co.in



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भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

Dated:27.01.2025

To

The GM (NSS & COML)
WS MTNL Delhi

The GM (WS)
MTNL Mumbai

Sub: Regarding launching of BSNL Services in Delhi & Mumbai LSAs & related sales and marketing activities to be performed as per existing CM S&D Policy-2018 being used in BSNL.

- Ref:**
1. Minutes of Meeting dated 12.07.2020 & 19.11.2024 regarding meeting held in BSNL CO under the chairmanship of CMD BSNL to discuss 4G implementation in Delhi & Mumbai LSA.
 2. Meeting held on 02.12.2024 in BSNL CO under the chairmanship of CMD BSNL to discuss 4G roll out progress.
 3. E- Mail dated 21.12.2024 received from Sri Manoj Kumar DGM (NM &RF) WS MTNL New Delhi regarding status of development of Sales and Marketing system.
 4. DoT letter no. 800-09/2022-AS.II dated 31.08.2023
 5. BSNL CO letter dated 10.07.2024 enclosing short version of supplementary agreement format to be signed between BSNL & SIM Selling PoS.
 6. BSNL CO letter dated 01.05.2024 regarding BSNL employees posted in CSC while permitting them to enroll the BSNL customers

With reference to above cited subject & vide Minutes of Meeting under reference 1&2, BSNL is rolling out 4G BSNL services in Delhi & Mumbai LSAs. Accordingly, UP (West) & Maharashtra Circles were nominated for finalizing franchisees for mobile sales activities in Delhi & Mumbai LSA respectively. As per information received from MTNL New Delhi under ref (3), BSNL UP (West) has allotted franchisees for six out of seven GM Territories in Delhi & PBG has been deposited in their respective area GM, signing of agreement is under process.

In view of the above, it is hereby conveyed that:

- (a) The existing CM S&D Policy-2018 including other channel partners like Universal Distributor Policy, Online SIM Selling Distributor Policy & Retired Employee

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Distributor Policy of BSNL will be applicable in Delhi as well as Mumbai area. The franchisees may be asked to complete all activities including signing of commercial agreements with concerned GM territories of Delhi as per existing CM S&D Policy-2018 of BSNL which is valid till 30th June, 2024.

- (b) Integration of the PoS (Point of Sales)/ sales channel may be completed with Sanchar Soft/Sanchar Aadhaar/SAP/C-ToP-UP platforms. Customer onboarding shall be done through Sanchar Aadhar App of M/s Intense under supervision by ITPC Hyderabad.
- (c) DoT vide letter under ref (4), it is mandatory to make registration and signing of supplementary agreement with any SIM Selling PoS (Franchisee, distributor, agent & employee) before permitting them to enroll the customers. A financial penalty of Rs 10 Lakh per PoS per instant shall be imposed by DoT on BSNL in case any mobile connections are activated through any un-registered PoS. Accordingly, supplementary agreement format was issued to Circles in BSNL vide letter under ref (5). The same format of supplementary agreement shall be used for Delhi & Mumbai LSAs also.
- (d) ITPC Hyderabad has developed Digital Document Execution (DDE) facility in coordination with M/s NESL to make e-agreement for PoS registration & the same may be adopted in Delhi & Mumbai area also.
- (e) For the MTNL employees posted in CSC, authorized letter by the concerned authority of MTNL in the name of MTNL employee deputed for SIM Selling through CSC or canopy/Melas is to be taken in place of agreement issued vide letter under ref (5) & while engaging MTNL in SIM Selling activities, the procedures as issued for BSNL employees vide letter under ref (6) shall be adopted.

In view of the above, it is requested to take necessary action while developing the sales and marketing activities in Delhi & Mumbai LSAs and ensure that all extant regulatory guidelines issued, time to time, from TRAI/DoT/BSNL are strictly complied with.

This has approval of competent authority.

Encl: As stated above



AGM (Sales & Marketing)-CM

Copy for information & necessary action to:

1. The CGM, BSNL UP (West)/ Maharashtra/Punjab.
2. The ED MTNL Delhi/ ED MTNL Mumbai.
3. PGM NWP, BSNLCO
4. Sr. PGM (Dev.), ITPC Hyderabad.
5. PGM North Zone, Chandigarh /West Zone, Pune
5. All CGMs BSNL for information please.



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**NWP-GSM Cell,
BSNL Corporate Office,
Bharat Sanchar Bhawan, Harish
Chandra Mathur Lane, Janpath,
New Delhi - 110001**

No: BSNLCO-NGSM/16(14)/1/2024-NWP-GSM-II

Dated: 06.12.2024

Subject: - Minutes of meeting held on 2nd Dec 2024 regarding 4G roll out in BSNL Delhi LSA.

A meeting was convened under the chairmanship of CMD BSNL on 2nd Dec 2024 at Bharat Sanchar Bhawan, New Delhi. The meeting was attended by Director (CM) BSNL Board, ED MTNL Delhi and his team, PGMs BSNL CO under the CM vertical and M/s TCS. BA Heads of NCR towns namely - Noida, Ghaziabad, Gurugram & Faridabad also joined the meeting through VC.

2. CMD BSNL in his opening remarks showed concern over non RFI of sites and slow progress on integration of Delhi Mini DC Core. CMD desired for immediate action on readiness of RAN sites and handing over to TCS for installation of equipment. Further CMD directed M/s TCS to expedite the core integration which is the major bottleneck in the case of on-air the eNodeB and to complete all the testing and on air 608 sites in Delhi LSA by 15th Dec 2024.

3. In the meeting following has been discussed and finalised:-

- 3.1 Procurement of CEF-12-T and enablement of E-Band ports along with SFP is in process meanwhile as a stop gap arrangement M/s TCS will divert 166 CEF-12T cards to Delhi to expedite the air of 608 sites immediately.
- 3.2 No further SOs to be issued to IP providers by MTNL team till the 608 sites are made operational (On Air). However, persuasion with all IP Vendors has to be done for ensuring availability of RFI sites to expedite 4G deployment. Target dates for 608 sites to be On Air by 15.12.2024.
- 3.3 Progress of DMW deployment for building the backhaul network for 4G sites is very slow and hence M/s TCS is requested to ramp up the no. of teams at least to 30 in Delhi in order to achieve the on air RAN sites.
- 3.4 The existing MTNL sites are to be acquired in the name of BSNL and there has to be no linkage of pending MTNL dues, if any, in acquisition of the sites.
- 3.5 MTNL shall take up the requirement of Batteries and PP with NWO-CFA Cell of BSNL CO. Proposal for requirement of OFC in Delhi area is under the process of approval by CNO Cell BSNL CO. Required information is to be provided by MTNL Delhi to CNO cell. ED MTNL/ GM (Tech) MTNL CO is authorized to co-ordinate for all activities with respective PGM/GM in BSNL CO directly.
- 3.6 GM (Regulation), BSNL CO will issue addendum to the PoI agreements with Private TSPs.
- 3.7 For ordering new SIM Cards, technical data is required to be sent to SIM vendor. Haryana Circle will share the technical data with SIM vendors for procurement of SIM in Delhi. In each Circle, one SDE (HLR) is posted who keeps proper record of OP Key, IMSI series etc. GM NSS MTNL will nominate a suitable officer among JTO/ SDE for the said activities.

Corporate Identity Number (CIN): U74899DL2000GOI107739

GSTIN: 07AABCB5576G1ZN

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Chetna



- 3.8 GMGW Gurugram has been finalized for PoL. MTNL and CN Tx North shall extend the transmission media from different PoP locations to Gurugram. Letter will be issued to all TSPs by GM NSS MTNL.
- 3.9 All issues related to CDR, Billing, LIS, LRN (3277) have to be resolved before commercial launch of 4G services in Delhi. TCS may co-ordinate for necessary configurations with the concerned agencies including handset OEMs.
- 3.10 Pending 19 issues need to be resolved by BSNL/MTNL. MTNL is requested to co-ordinate directly with concerned PGM/ GM under CM Vertical as detailed at **Annexure-1**.
- 3.11 MTNL need to plan for shifting of GP customers. Further, any approval required will be taken up.
- 3.12 M/s TCS is requested to make sincere efforts to adhere the target of 4G sites on-air with Delhi TCS Core by 15th Dec 24 which will subsequently help in the increase of revenue generation under 4G deployment.
- 3.13 Franchisee has been finalized by UP West Circle. These franchisee are required to be mapped into BSNL Sales Channel. GM NSS MTNL to nominate staff for sales channel.
- 3.14 Lawful Interception System has been installed at Mini DC site Rajendranagar. GM NSS MTNL shall co-ordinate for connectivity with CDoT CMS and LEAs.
- 3.15 GM NSS MTNL shall nominate the suitable officers from MTNL part to conduct the AT of Mini DC level network elements such as SGW, PGW DP Plane, LIS and any other Circle level nodes. AT of Zonal level elements meant for Delhi Circle will be conducted by NZ Nodal center, Chandigarh.
- 3.16 ED MTNL is authorized to issue Test SIM Cards and approve recharge on test SIM Cards in accordance with instructions issued from NWO-CM BSNL Corporate Office. PGM Nodal NZNC to implement accordingly and send monthly report to BSNLCO.

This is issued with the approval competent authority.

Encl:- Annexure-1

Chetna
06.12.2024
(Chetna Agrawal)
AGM (NWPM-II)

Mob. No.:- 9868141410

Email ID:- chetna.agrawal@bsnl.co.in

Copy to:

1. PPS to CMD, BSNL
2. OSD to CMD, BSNL
3. PPS to Director (CM), BSNL
4. CGMT UPW/HR/PB/MH/CNTX-N/ QA&I/ NTR Telecom Circle
5. ED MTNL Delhi/Mumbai
6. PGM (Nodal-MTNL N/W)/ (GM (Infra)/ GM (S&M) BSNL CO/ PGM (Nodal)



- NZNC
7. PGM (Fin-CM)/ (NWO-CM 1)/ (NWO-CFA)/ CBB/ CNP/ CNO/ Regulation & VAS BSNLCO
 8. BSNL BA heads of NCR towns.
 9. GM(BSS) WS/ Tech Planning/ NSS WS MTNL Delhi
 10. M/s TCS
 11. M/s CDoT
 12. M/s Tejas



Annexure-1

Pending activity for Delhi TCS 4G Commercial Launch Activity

Sl. No.	Description of Activity (Creation and Configuration)	Ownership	Responsibility from BSNL CM Vertical
1.	Delhi Circle Telecom Revenue Accounting (TRA) setup	BSNL CO	PGM (Fin-CM) BSNLCO
2.	Delhi Circle Business Commercial Structure Setup	BSNL CO	GM (S&M) BSNLCO
3.	Delhi Circle Field CM operation Team	BSNL CO	GM (NWO-CM) BSNLCO
4.	Delhi Circle Regulatory, Sales & Marketing Setup	BSNL CO	GM (S&M) & GM (Regulation) BSNL CO
5.	Interconnect Agreement with other operators and POI establishment	BSNL CO	GM (Regulation) BSNL CO
6.	DELHI CIRCLE creation in BSNL Provisioning system	TCS/BSNL	GM (NWO-CM) BSNLCO
7.	DELHI CIRCLE creation in BSNL Sanchar Soft	BSNL CO	GM (S&M) BSNL CO
8.	DELHI CIRCLE creation in BSNL Sanchar Adhar	BSNL CO	GM (S&M) BSNL CO
9.	DELHI CIRCLE creation in SAP (for SIM inventory)	BSNL CO	PGM (NWP-GSM) BSNL CO
10.	CYMN (BSNL) Portal for providing VIP numbers.	BSNL CO	GM (S&M) BSNL CO
11.	Payment Channels (PMS), Payment Channels (CBP), Payment Channels (Portal). Selfcare PP (BSNL) – For payment of bills	BSNL CO	GM (S&M) BSNL CO
12.	LIS integration to LEA	BSNL CO	GM (NWO-CM) BSNLCO
13.	LIS connectivity with Law Enforcement Agencies	BSNL CO	GM (NWO-CM) BSNLCO
14.	Delhi Circle Creation in CTOPUP	BSNL CO	GM (S&M) BSNL CO
15.	CTOPUP integration with Delhi Circle IN profile	BSNL CO	GM (NWO-CM), GM (S&M) BSNLCO
16.	Delhi Circle Creation in PYRO OTA system	TCS/BSNL	GM (NWO-CM) BSNLCO
17.	Delhi Circle creation in PRBT Sever at Manimajra	BSNL CO	GM (Regulation & VAS) BSNL CO
18.	SIM ordering	BSNL CO	PGM (NWP-GSM) BSNL CO
19.	Handsets and CPE support of DELHI PLMN	BSNL/TCS	PGM (NWP-GSM) BSNLCO

Government of India
Ministry of Communications
Department of Telecommunications
(Access Services Wing)

12th Floor, Sanchar Bhawan, 20 Ashoka Road, New Delhi – 110 001

File No: 800-09/2022-AS.II

Dated: 31.08.2023

To,

All UAS/ UL/ UL (VNO) Licensees

Subject: Provisioning of telecommunication services by the licensees through Franchisee, Agents and Distributors {Point of Sale (PoS)}.

With increasing digitalization of social-economic activities in the country, the use of telecom resources, including mobile services, is increasing rapidly for availing the online services. It has come to the notice that sometimes mobile connections, obtained by fraudsters in connivance with Point of Sale (PoS), are being misused to commit cybercrime/ frauds.

2. As per the licensing provisions, the licensee may appoint franchisee, agents and distributors {hereinafter individually as well as collectively referred as '**Point of Sale (PoS)**'} for provision of services permitted to them under their respective authorizations/ licenses. Accordingly, it has been decided to regulate the provisioning of services by the licensees through PoS.

3. The relevant conditions in Unified License (UL) for provisioning of services by the licensee through PoS are as follows:

"Clause 6.1 of Part-I of UL, inter-alia, states that, "For provision of the service by the Licensee, the Licensee may appoint or employ franchisee, agents, distributors and employees."

Clause 6.2 of Part-I of UL, inter-alia, states that, "The Licensor shall have the right to direct the Licensee to warn, penalize or terminate the services of the franchisee or agent or distributor or employee (servant), after considering any report of conduct or antecedents detrimental to the security of the nation."

Clause 39.17(i) of Part-I of UL, inter-alia states that, "The Licensee shall ensure adequate verification of each and every customer before enrolling him as a subscriber; instructions issued by the Licensor in this regard from time to time shall be scrupulously followed."

Similar clauses exist in UASL/ UL (VNO) licenses also.

4. As per the licensing provisions, it is the responsibility of the licensee to ensure adequate verification of customers before enrolling them as subscribers and activating the mobile connections. However, the licensee may appoint PoS to enroll customers.

5. For provisioning of telecommunication services, if a licensee is appointing PoS to enroll customers, then in the interest of the security of the nation, it shall be **mandatory** for the licensee to register such PoS (each franchisee, agent & distributor to be registered separately) before permitting them to enroll the customers.

6. Each licensee shall ensure indisputable verification of each and every PoS before permitting them to enroll the customers. For this purpose, the licensee shall obtain following documents and information from PoS: -

- a. Corporate Identity Number (CIN), Limited Liability Partnership Identification Number (LLPIN) or Business License, or trade/ Registration Number, or Incorporation Certificate or Certificate issued by authorities
- b. Aadhaar or Passport of the authorized signatory or person who is entering into agreement with the licensee. (**mandatory**)
- c. Permanent Account Number (PAN) of the authorized signatory or person who is entering into agreement with the licensee
- d. Goods & Services Tax (GST) Registration Certificate
- e. Unique PoS Identification (PoS ID) number (in case the PoS is already registered through the process mentioned herein)
- f. Photograph of the authorized signatory or person who is entering into agreement with the licensee
- g. Address of the place of business/ working of PoS (**mandatory**)
- h. Local residential address of the authorized signatory or person who is entering into agreement with the licensee. (**mandatory**)
- i. Any other documents/ information, as deemed fit, for identification of PoS by licensee

7. If documents mentioned at 6(a), (c), & (d) are not available with the PoS on the date of identification by licensee, then affidavit shall be obtained from PoS about non-availability of the same on that particular date. As and when these documents become available, PoS shall submit such documents to the licensee immediately.

8. After indisputable identification of PoS through above mentioned information and documents, the licensee shall also authenticate PoS (the authorized signatory or person who is entering into agreement with the licensee) using biometrics which includes facial, finger

print and iris scan or any other biological attributes. For this purpose, the licensee may use Aadhaar based e-KYC services of UIDAI. The licensee shall also undertake the physical verification of the addresses declared by PoS {as mentioned in 6(g) & (h)} and capture location coordinates during the physical verification. In case of change of address, PoS shall inform to the licensee immediately and the new address of the PoS shall also be physical verified by licensee.

9. On completion of identity and address verification, the licensee shall sign the written agreement(s) with PoS i.e. with each franchisee, agent & distributor separately. In case, there is inter-se relationship among franchisee, agent & distributor, it shall be clearly specified in the written agreement(s) signed with the licensee. However, in case of J&K, Assam and North East LSAs, existing guidelines of police verification shall be followed before signing the written agreement with PoS(s). The written agreement(s) shall also have specific provisions relating to enrolment of customers, scope and duties of a PoS (i.e., enrolment of new customer, requests for SIM change, SIM up-gradation, recharge/ billing, and MNP etc.), area of operations of PoS (limited within LSA), penal actions for violations including termination of agreement(s) etc.

10. The licensee shall ensure that a PoS shall not delegate any of its activity (i.e. scope, roles, duties and responsibilities etc.) exercised under the written agreement to any other person (natural or otherwise).

11. After signing of the agreement(s), if the existing PoS ID is not available, then the licensee shall assign a new unique 'PoS ID' to PoS which shall be unique for all the licensees across all the LSAs. Only after allocation of PoS ID, the licensee shall allow PoS to enroll customers as per their written agreement and also intimate the same to the concerned LSA unit. The unique PoS ID shall be made available by all the licensees across all the LSAs on real time basis. It is the joint responsibility of all the Licensees to develop a system and mechanism for generation and sharing of unique PoS ID on real time basis.

12. The licensee shall also maintain an online supply-chain management system of SIM cards which shall be updated on real time basis by each PoS and employee of the licensee. It shall include SIM number - MSISDN relationship also. A complete trail about all the movement of SIM cards i.e., from origination till it reaches to the customers, shall be provided to the LEAs or licensor, as and when sought by them.

13. If, any of the information is found false; or documents provided by PoS during registration is found forged; or directions for termination are received from LEAs/ LSAs, the agreement with such PoS shall be terminated and PoS ID shall also be blocked within 24 hours of such acknowledgement. All licensees shall ensure that such PoS shall not be able

to enrol any customer after the blocking of PoS ID and all the customers enrolled by such PoS shall be re-verified. The details of such terminated PoS shall be shared by the licensee in real time manner to all the licensees across all the LSAs. In addition to this, the same PoS shall also be terminated by all licensees across all LSAs, and action as per law of the land shall be initiated by the licensee against such PoS. The licensee(s) shall submit the action taken report regarding termination of such PoS to the concerned LEA(s)/LSA(s) within 3 days. Such terminated PoS shall also be immediately blacklisted by each licensee across all the LSAs; and further it shall not be able to register across any of the licensees and LSAs for a period of 3 years from the date of such backlisting.

14. As mentioned in para 4 above, it is the responsibility of the licensee to ensure adequate verification of customers before enrolling them as subscribers and activating their mobile connections. Accordingly, the licensees shall use suitable advanced IT tools to detect any unusual/ suspected activities of PoS/ customer, if done by them, so that purpose of adequate verification of customers and bonafide usage of mobile connections shall not be defeated.

15. These instructions shall be applicable with effect from **01.10.2023**. If the licensee(s) permit any new PoS i.e., after 30.09.2023, to enrol customers without registration, then a financial penalty of Rs. 10 lakh per PoS per instance shall be imposed by concerned LSA on each licensee. All mobile connections activated through such un-registered PoS shall also be re-verified as per the existing instructions. In case of all the existing PoS (PoS existing as on 30.09.2023), each existing PoS shall be registered as per these instructions by **30.09.2024**.

16. In case, if a Licensee appoints a PoS for doing recharge/ billing activities only and not for enrolling the customers, then there is no requirement of registration of such PoS as per these instructions. However, the licensee shall maintain the list of such PoS and provide the same to LEAs/ LSAs.

17. A complete database containing details of new and existing PoS registered by the licensee as per these instructions may also be shared with LSAs/ LEAs in real-time manner.


(Suresh Kumar)
ADG (AS-II)

Copy to:

1. DG (T), DoT HQ, New Delhi- for circulation among LSA units and also strict monitoring and compliance of these instructions.
2. CEO, UIDAI- for kind information.
3. Secretary, TRAI- for kind information.
4. DDG (SA), DDG (AI&DIU) DoT HQ- for kind information and necessary action please.
5. JS (CIS), MHA- for kind information and necessary action please.

I/700150/2024

O /o GM (Sales & Marketing-CM)
Room no. 125, BSNL
Corporate Office New Delhi-1
salescmhq@gmail.com



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

Dated: 10.07.2024

To

The Chief General Managers
All Telecom Circles/ Telecom
DistrictsBSNL

Sub: Short version of the Supplementary Agreement (Bipartite/Tripartite) format including affidavit for the declaration of non-availability of documents (non-mandatory) to be signed between BSNL & SIM selling PoS.

Ref: 1. This office letter no BSNLCO-SMCM/27(11)/4/2022-SM-CM dated 22.11.2023
2. DoT letter no. 800-09/2022-AS.II dated 31.08.2023

With reference to DoT letter under reference (2), agreement formats for signing of agreement between BSNL & with each Point of Sale (PoS) to authorize PoS for enrolling subscriber and activating the mobile connections were issued vide this office letter dated 22.11.2023 under ref (1).

2. Now, various circles have raised some issues stating that SIM Selling PoS are reluctant to sign the said agreement due to large number of pages in the format & also it is utilizing much of the memory space in Sanchar Aadhaar App as the signed copy of the agreement in PDF has to be preserved for future reference.

3. In view of the above, kindly find attached herewith suggested draft of short version supplementary agreement (Bipartite/Tripartite) formats as per DoT guidelines, to be used in place of earlier agreement format, for signing the supplementary agreement between BSNL & PoS.

4. Furthermore, Circle Heads are authorized to make minor corrections /changes in the latest supplementary agreement formats as per local conditions, while adhering to DoT guidelines issued time to time regarding PoS agreement.

5. On scrutinizing of the PoS agreements done so far, it is observed that the registrations are in pending state since long time. Therefore, all the Circles are requested to complete the PoS agreement process at the earliest and clear all pending cases in Sanchar Aadhaar App beyond one month.

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6. ITPC Hyderabad is also requested to implement the short form of the agreement in Sanchar Aadhaar App and also use this document for e-signing of existing as well as new PoS.

It is for your kind information and necessary action.

This is issued with the approval of competent authority please.

Encls: As stated above



AGM (Sales & Marketing)-CM

Copy to: 1. Sr. PGM (Dev), ITPC Hyderabad for information and necessary action.
2. PGM Regulation, BSNL CO New Delhi for information.

Supplementary Agreement (Bipartite) for registered Point of Sale (PoS) for SIM Sale

I/700150/2024

(The agreement should be typed on non-judicial stamp paper with relevant amount as per applicable amount in the concerned State/UTs)

This agreement is made at _____ day of _____ 20____, between _____ Telecom Circle / District, of **BHARAT SANCHAR NIGAM LIMITED (BSNL)**, a Company incorporated under the Companies Act, 1956 having its Registered Office & Corporate Office at Bharat Sanchar Bhawan, HarishChandra Mathur Lane, Janpath, New Delhi-110001 Circle office at__ (hereinafter referred to as “**BSNL**” which expression shall be deemed to include its successors and assigns wherever the context so admits or requires) through its duly authorized representative Mr.....Designation O/o..... ofBA.....Circle, of **THE FIRST PARTY**.

AND

Shri/Smt.....,son/daughter/wife of, authorized representative of M/s {hereinafter called as **REGISTERED POINT OF SALE (POS)** i.e. Franchisee/ Rural Distributor/ Universal Distributor/ Online SIM Selling Distributor/ DSA/ RED/OCSC etc or any other person directly engaged by BSNL for SIM Selling/enrolling the customer which expression shall include its heirs, successors, executors and administrators wherein the context so admits or requires} of **THE SECOND PARTY**.


Provisions of the PoS agreements:

Purpose	<p>(a) BSNL is a telecom service provider licensed by the Department of Telecommunication (“DoT”) to provide various kinds of telecom services within India.</p> <p>(b) The First Party being desirous of appointing Point of Sale (hereinafter referred as POS) directly/indirectly to market and sell its Telecom Services/products ,hadissued EOI and under which the Second Party participated, thereby expressing its interest to act as Point of Sale for selling of BSNL’s SIMs, SIM change, MNP etc.</p> <p>(c) Now, pursuant to certain guidelines vide file no. 800-09/2022-AS.II dated 31st August 2023 issued by DoT (“DoT Guidelines”), BSNL is required to execute direct agreement, mandatory in nature, with all franchisees/ distributors/retailers/agents (collectively, referred to as PoS i.e. Point of Sale in the DoT guidelines) to ensure adequate verification of customers before enrolling them as subscribers and activating the prepaid as well as postpaid mobile connection. The said DoT guidelines are mandatory in nature in view of increase in fraudulent activities, misuse of telecom resources, cybercrimes and frauds. <i>This agreement which shall be treated as supplementary agreement & shall be read as part parcel of the earlier agreement datedand shall be coexistent and co-terminus with the original initial franchisee agreement.</i></p> <p>(d) In view of the above & based on the representations made by the PoS, BSNL as First Party & PoS as Second Party have agreed to enter into Bipartite Supplementary Agreement.</p>
Obligations of BSNL	<p>(a) First Party shall complete the verification process for the purpose of registration of the Second Party, as PoS at the earliest and without any delay.</p> <p>(b) That after verification and registration of the PoS the First Party shall authenticate the authorized representative /signatory of the PoS who is executing the agreement on behalf of the Second party by using biometrics which includes facial, fingerprintand iris scan or any other biological attributes</p> <p>(c) The First Party shall not permit the Second Party to enroll any customer prior to theregistration of the Second Party as PoS with the First Party.</p> <p>(d) That the First Party reserves its right to provide services on its own or to enter into Agreement with other parties / persons /Franchisees/Business Associates/service providers for providing similar services from time to time in future without any restriction on number of persons / parties / Point of Sales, the Point of Sale shall have no objection whatsoever.</p> <p>(e) The First Party reserves the right to share the documents / any information/data pertaining to Second Party with DoT, Law Enforcement Agencies (LEAs) and other licensees of DoT.</p>
Duties of PoS	<p>(a) That the Second Party shall get itself registered with the First Party as Point of Sale (PoS) after complying with and going through the Verification process as providedin the DoT guidelines. The relevant mandatory documents as detailed in the guidelines for verification shall be provided without any delay by the Second Partyto the First Party. The DoT guidelines dated 31.08.2023 shall form part of the present agreement as Annexure A.</p> <p>(b) That in case the Second Party is unable to provide the documents mentioned as 6(a)(c) & (d) of DoT Guidelines dated 31.08.2023 for verification and registration due to non-availability of said documents on the said date, then the Second Party shall submit an affidavit (Annex-II) to the said effect about non-availability of the said documents onthe said date and shall make the said documents available to the First Party immediately & without any delay as and when these documents become available.</p> <p>(c) That post identification, verification and registration of the second Party as PoS, theSecond party shall keep the First Party informed in case of any change in the addressof the Second Party.</p> <p>(d) That the Second Party shall not delegate its activities /obligation/role duties/responsibilities under the Franchisee Agreement to any other person (natural orotherwise).</p>

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150/2024	<p>(e) That in case the second party under the existing agreement as Franchisee have already appointed any agents /retailers /distributors then the Second Party shall be obliged to ensure that its Agent /Retailer /Distributor shall get itself registered as PoS with the First Party and shall fulfill and execute all necessary requirements/verification as required under the DoT guidelines dated 31.08.2023 without any delay.</p> <p>(f) Digital KYC and e-KYC before issuing new mobile connections to subscribers will be performed by PoS i.e second party as elaborated in Annex-I.</p>
Scope of the Work:	<p>(a) The PoS shall be authorized to SIM sale, SIM change, SIM up-gradation, MNP and recharge/billing. Second Party being franchisee/distributor of the first party shall acknowledge and accept and will be bounded by all the directives/guidelines issued by DoT from time to time to regulate the telecom services.</p> <p>(b) The PoS shall, at no point of time, use the BSNL name, logo, space and services under this agreement for selling other than the mentioned services in Annexure, unless agreed between the parties in writing.</p> <p>(c) The PoS shall be obliged to carry out Verification of credentials of new customers before enrollment in accordance with the Prevailing policy, guidelines and instructions issued by BSNL, DoT, TRAI or anyother statutory/government authority.</p> <p>(i) The verification of credentials of new customers shall include verification by PoS of the original Photo identity and address proof document (PIA documents) of new customer. The PoS shall remain responsible for the verifications done by him.</p> <p>(ii) The PoS shall obtain from customers/subscribers such documents as prescribed from time to time by BSNL.</p> <p>(iii) The PoS shall not delegate any of its activity exercised under the written agreement to any other person.</p> <p>(iv) The PoS shall be responsible to update on real-time basis the information on customer along with SIM number - MSISDN relationship. The customerwill be on-boarded and SIM Card will be sold only through BSNL Platform/App and as per the process defined by BSNL.</p> <p>(v) In case of any breach, deviation, default or negligence on the part of PoS resulting in any penalty and/or liability to BSNL, then the same shall be recovered by BSNL from PoS along with applicable GST tax (as may be applicable).</p> <p>(vi) 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 PoS.</p> <p>(vii) The PoS shall be responsible to ensure safetyof the SIMs in its custody tillthe SIM is delivered to the customer. The PoS shall be further responsible for accounting/reconciliation of the SIM available with it and shall be obliged to share the status of sales /stock with BSNL from time to time.</p> <p>(viii) PoS shall be solely responsible for payment of any Central, State or LocalGovt. Levies / Taxes for providing services as PoS under this Agreement and BSNL shall have no liability or obligation, whatsoever.</p>
Term	The term of this agreement shall commence from the date of agreement signed between the parties & will be valid till the agreement is not suspended or terminated or till the validity of the original commercial agreement between First Party & Second Party.
Working Area	Territory/Working Area details <..... >
Suspension, Revocation or Termination of agreement	<p>a) BSNL reserves the right to suspend the operation of this agreement andmain existing agreement at any time, due to change in its own license conditions or upon directions from the competent government authorities. In such a situation, BSNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action.</p> <p>b) BSNL shall be within its right to terminate this agreement, if any information provided by PoS is found false; any documents provided by PoS during registration are found forged;directions for termination are received from LEAs/LSAs. The PoS ID upon termination of agreement shall be blocked within 24 hours. The PoS on such termination shall be blacklisted for a period of 3 years across all LSAs.</p> <p>c) BSNL may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of One(1) month issued to the PoS at the address mentioned in the agreement, terminate this agreement under any of the following circumstances:</p> <p>(i) The Point of Sale failing to perform any obligation(s) under theagreement; or</p> <p>(ii) The Point of Sale failing to rectify, within the time prescribed, any defect as may be pointed out by BSNL.</p> <p>(iii) The Point of Sale becoming insolvent/bankrupt.</p> <p>(iv) The Point of Sale being involved in any criminal proceedings/case.</p> <p>(d) The First Party reserves the right to share the details of such action withDoT, law enforcement agencies and other licensees of DoT.</p>
Lodging of Complaint/FIR	<p>Without prejudice to any other right(s) under the Agreement and law the First Party shall be within its right to file a complaint /FIR with Police authorities:</p> <p>(a) To report and deal with the use of forged documents for obtaining mobileconnection;</p> <p>(b) Where forged documents are submitted by the subscriber and originals are also forged. A police complaint/FIR shall be lodged by the PoS against the subscriber and BSNL shall be kept notified/informed of the same along with status of the same.</p> <p>(c) Where it is found that the forgery has been done by PoS, the BSNLshalllodge the complaint/FIR against the POS and financial penalty shall also be imposed.</p> <p>(d) Where it is found that the act of issuing connections were done by point of sale using the document of some other subscriber or any person without the knowledge of the subscriber or the person, or the documentswere forged by the PoS then the registration /agreement of the concerned PoS shall be terminated & and such PoS shall be blacklisted by the BSNL. After such termination PoS will not be able to work across all theLSAs for period of 3 years from the date of such black-listing.</p>
Indemnity	That the Second Party shall ensure that the First Party is kept indemnified qua the acts and actions of its retailers/agents /distributors with respect to compliance and obligations under guidelines issued by DoT dated 31.08.2023 relating to sale of SIMs and other services being provided by the second party and/or its agents on behalf of First Party to the Customers/subscribers.

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Dispute Resolution	The law of India, guidelines and instructions issued by BSNL, DoT, TRAI or any other statutory/government authority shall govern this agreement. The courts of the territory shall have the exclusive jurisdiction in respect of any dispute or differences arising out of or in connection with or touching upon the subject matter of this agreement.		
General Conditions	(a) That Second party /PoS shall continue to cooperate with BSNL and all other agencies as may be required for the purpose of SIM tracking on real time basis in accordance with the relevant prevailing policy/ guidelines issued by BSNL and/or DoT from time to time. (b) The law of India shall govern this agreement and courts of the territory shall have the exclusive jurisdiction in respect of any dispute or differences arising out of or in connection with or touching upon the subject matter of this agreement. (c) It is clarified that the employees/representatives engaged by the PoS shall be the sole employees/representatives of PoS and BSNL shall have no financial, contractual or statutory liability towards them under this agreement. (d) PoS will protect the BSNL as well as Customer data and information and shall ensure and maintain the confidentiality of all information received by it by virtue of this agreement in accordance with this agreement and the applicable laws. (e) That the parties undertake to maintain confidentiality and not to divulge any part of this Agreement either through oral or written communication or through any other mode to any third party.		
Particular of the Applicant applying as Point of Sale in BSNL	Name of the applicant Permanent Address Residential Address <div style="text-align: right; margin-top: 100px;">  (Photograph to be pasted & attested) </div> Office address: (Contact no. (Telephone/Mobile.....)) (Address proof may be given as Electricity bill, water bill, Election card, driving license, passport, ration card etc.		
Signature of representatives of First & Second Party in presence of Witnesses	IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorized representatives on the day of, 20..... (i) Signed for and on behalf of Second Party i.e. PoS (Franchisee/Distributor etc engaged by BSNL) by Mr/Ms <div style="text-align: right; margin-top: 20px;">Sd/-</div> (ii) Signed for and on behalf of BSNL by Mr/Ms {To be signed by the authorized or designated BSNL representative of the concerned BA/OA} <div style="text-align: right; margin-top: 20px;">Sd/-</div> In the Presence of Witnesses: <table style="width: 100%; margin-top: 20px;"> <tr> <td style="width: 50%; vertical-align: top;"> 1. Signature: Name: Occupation: Address: Place : </td> <td style="width: 50%; vertical-align: top;"> 2. Signature: Name: Occupation: Address: Place: </td> </tr> </table>	1. Signature: Name: Occupation: Address: Place :	2. Signature: Name: Occupation: Address: Place:
1. Signature: Name: Occupation: Address: Place :	2. Signature: Name: Occupation: Address: Place:		

Process to be followed by PoS for issuing mobile connections, using Aadhaar based e-KYC service	Process to be followed by PoS for issuing mobile connections, using Aadhaar based Digital KYC service
<p>700150/2024</p> <p>a. Customer shall authorize UIDAI through Aadhaar authentication using Aadhaar number/Virtual-ID and biometrics to provide his/her demographic data (name, complete address, date of birth, gender) along with photograph to the BSNL and UIDAI shall provide the same in a digitally signed and encrypted format:</p> <p>For this purpose For this purpose, the following declaration/consent shall be taken by PoS from the customer:</p> <p>(i) I am voluntarily using Aadhaar based e-KYC process for acquiring the SIM.</p> <p>(ii) I hereby give my consent to use my Aadhaar number/ Virtual-ID and biometrics for sharing the e-KYC details (demographic data and photograph) to the (TSP name) for issuing of mobile connection to me</p> <p>(iii) I have been informed by the PoS regarding the existing alternate processes of acquiring SIM viz. D-KYC process.</p> <p>(iv) My biometric authentication can be treated as my signature.</p> <p>b. The demographic details of customer along with photograph received from UIDAI shall automatically get captured by the BSNL in the Customer Application Form (CAF) generated in its system.</p> <p>c. The Live photograph of the customer is taken by PoS agent with date and timestamp.</p> <p>d. In case of outstation customer, following shall be supplemented: -</p> <p>(i) The outstation customer shall also provide his/her local residential address.</p> <p>(ii) For local reference, the name, address and contact number of local reference shall be provided by the outstation customer.</p> <p>(iii) A One Time Password (OTP) shall be sent to the mobile number of local reference and it shall be validated for the local reference.</p> <p>e. In case of Bulk mobile connection, customer is replaced by Authorized Signatory in (a) to (d) above. The live photograph of the following original documents shall also be captured by the PoS agent:</p> <p>(i) Document that establishes the identity and address of the entity/ company / organizations.</p> <p>(ii) Authorization letter for Authorized Signatory (Board Resolution/ Letter from Proprietor or Partner/ Letter from the person authorized to issue the same showing delegation of authority).</p> <p>(iii) End user list.</p> <p>f. Before activation of the mobile connection, the PoS shall check and verify that:</p> <p>(i) All the entries in the CAF & BSNL's database for the respective customer are complete and there is no error apparent on the face of records of the customer in the CAF & database.</p> <p>(ii) Live photograph of the customer matches with the photo received from the UIDAI.</p> <p>(iii) No Gibberish information (a single nonsensical word or a group of nonsensical words) is stored in the CAF and BSNL's database.</p> <p>g. The date and time of the SIM activation shall be captured in the database records and CAF of the customer.</p> <p>h. Only one mobile connection on a day can be issued to a customer using this process in case of individual/ outstation customer.</p> <p>i. The above-mentioned e-KYC process shall be applicable to Local, Outstation and Bulk customers.</p> <p>j. The e-KYC process shall be applicable for all Licensed Service Areas (LSAs) including J&K, North East and Assam LSAs.</p>	<p>a. The entire process shall only be used through the authenticated applications (App) hosted by the BSNL.</p> <p>b. The App shall be installed only on those PoS device which are having SIM card (mobile number) registered with the BSNL by PoS in its own name.</p> <p>c. The Live photograph of the customer shall be taken at PoS terminal and the same photograph shall be embedded in the CAF by PoS.</p> <p>d. The background behind the customer while capturing live photograph should be of white color and no other person shall come into the frame while capturing the live photograph of the customer.</p> <p>e. Similarly, the live photograph of the original document/proof of identification/document/proof of address (placed horizontally) shall be captured vertically from above and water-marking in readable form shall be done. No skew or tilt in the mobile device shall be there while capturing the live photograph of the original documents.</p> <p>f. The live photograph of the customer and his/her original documents shall be captured in proper light so that they are clearly readable and identifiable</p> <p>g. Thereafter, all the entries in the CAF shall be filled as per the POI/POA documents and information furnished by the customer. In those POI/POA documents where QR code is available, such details can be auto-populated by scanning the QR code instead of manual filling the details. For example, in case of physical Aadhaar/e-Aadhaar downloaded from UIDAI where QR code is available, the details like name, gender, date of birth and address can be auto-populated by scanning the QR available on Aadhaar/e-Aadhaar.</p> <p>h. If wrong entries of customer name, address/short address/local reference etc done by PoS then PoS will be solely responsible for any penalty imposed by TERM Cell.</p> <p>i. The PoS shall provide a declaration about the capturing of the live photograph of customer and the original POI/POA documents. No mobile photos and copy of document will be acceptable.</p> <p>j. PoS shall intimate the details regarding transaction-id/reference-id number to customer for future reference.</p> <p>k. The PoS shall check and verify that:</p> <p>(i) Information available in the pictures of POI/POA documents is matching with the information entered in CAF.</p> <p>(ii) live photograph of the customer matches with the photo available in the POI/POA documents.</p> <p>(iii) All of the necessary details in CAF including mandatory fields are filled properly.</p> <p>l. Only one mobile connection shall be provided in a day by using any one of the POI/POA documents to a customer by a BSNL (including all PoS in that LSA) using the above mentioned alternate digital KYC process. Further not more than 8 connections shall be provided to a customer(s) in one customer's name/document.</p> <p>m. The digital KYC process shall also be applicable for outstation and foreign customers. The additional safeguards in prevailing guidelines in respect of outstation and foreign customers shall also be followed along with the aforementioned digital KYC process. However, in case of outstation customer, as an alternate method, the verification of local reference may be done by sending an OTP on the mobile number of local reference submitted by customer and upon successful OTP validation only, the local reference may be treated as tele-verified.</p>

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AFFIDAVIT

(The Affidavit should be typed on non-judicial stamp paper with relevant amount as per applicable amount in the concerned state/UTs)

1. It is to declare that following document(s) as mentioned below for the purpose of verification/registration and signing of the agreement with BSNL to get engaged as PoS with permission to enroll the BSNL customers is/are not available as on date.
 - a. Corporate Identity Number (CIN), Limited Liability Partnership Identification Number (LLPIN) or Business license, or Trade/Registration number, or Incorporation Certificate or Certificate issued by authorities.
 - b. Permanent Account Number (PAN) of the authorized signatory or person who is entering into agreement with the BSNL.
 - c. Goods and Services Tax (GST) Registration Certificate.

Moreover, it is to declare that I will submit such documents to the BSNL office immediately as and when these documents become available to me.

2. I state that the Address of the place of the business/working and residential address as mentioned below are true and I shall be held responsible if the same found to be wrong.
3. I declare that requisite Police verification has been followed as per existing guidelines and relevant document related to the police verification is available with me. (Required only in case of J&K, Assam & North-East LSAs).
4. I declare that I have not been blacklisted by any licensee across all LSAs during last three years.
5. I acknowledge that if any information or documents provided by me during registration is found forged; or directions for termination are received from LEAs/LSAs, then BSNL shall have a right to terminate the agreement and PoSID shall be blocked within 24 hours of such acknowledgement. I understand and accept that on such termination I shall be blacklisted by each licensee across all the LSAs and I shall not be able to register across all the LSAs for period of 3 years from the date of such black-listing.

Particulars of the Applicant applying as Point of Sale in BSNL:

(I) Name of the applicant

(II) Permanent Address

.....

(III) Residential Address & Office Address

(Address proof may be given: Electricity bill, water bill, Election card, driving license, passport, ration card etc.)

Telephone No.(s)

.....

Signed as PoS (Franchisee or any other Distributor, Agent etc or any other person directly engaged by BSNL for SIM Selling) by

Mr/Ms.....

Sd/-

Supplementary Agreement (Tripartite) for registered point of sale (PoS) for SIM Sale

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(The agreement should be typed on non-judicial stamp paper with relevant amount as per applicable amount in the concerned State/UTs)

This agreement is made at _____ day of _____ 20____, between _____ Telecom Circle / District, of **BHARAT SANCHAR NIGAM LIMITED (BSNL)**, a Company incorporated under the Companies Act, 1956 having its Registered Office & Corporate Office at Bharat Sanchar Bhawan, HarishChandra Mathur Lane, Janpath, New Delhi-110001 Circle office at__ (hereinafter referred to as “**BSNL**” which expression shall be deemed to include its successors and assigns wherever the context so admits or requires) through its duly authorized representative Mr.....Designation O/o..... ofBA.....Circle, of **THE FIRST PARTY**.

AND

Shri/Smt.....,son/daughter/wife of, authorized representative of M/s {hereinafter called as **REGISTERED POINT OF SALE (POS) i.e. Retailers/Agents/Sub-agents/ Rural Distributors** or any other person directly engaged by franchisee/Distributor of BSNL for SIM Selling/enrolling the customer which expression shall include its heirs, successors, executors and administrators wherein the context so admits or requires} of **THE SECOND PARTY**.

AND

Shri/Smt ,son/daughter/wife of.....,authorized representative of M/s {hereinafter being referred to as **Confirming party** i.e. the Franchisees/Retailers/ Rural Distributors/ Universal Distributors/ Online SIM Selling Distributor/ DSA/ RED/OCSC etc or any other person directly engaged by BSNL for SIM Selling/enrolling the customer which expression shall include its heirs, successors ,executors and administrators wherein the context so admits or requires}

Various provisions of the PoS agreements:

Purpose	<ul style="list-style-type: none"> (a) BSNL is a telecom service provider licensed by the Department of Telecommunication (“DoT”) to provide various kinds of telecom services within India. (b) The First Party being desirous of appointing Point of Sale (hereinafter referred as POS) directly/indirectly to market and sell its Telecom Services/products , had issued EOI and under which the Confirming Party participated thereby expressing its interest to act as Point of Sale for selling of BSNL’s SIMs, SIM change, MNP etc. (c) The first party and the Confirming Party had entered into commercial agreement dated....., whereby the First Party have appointed the Confirming Party as Franchisee/ Distributor/PoS for Selling of First Party’s SIM. (d) The Second Party having been appointed as retail distributor/RD/Agent by the Confirming party who will carry out the activities on behalf of the Confirming Party, shall also fall within the definition of PoS as contained in the guidelines of DoT dated 31.08.2023 and shall be required to be registered as PoS with First Party i.e BSNL. (e) The confirming Party, while defining its inter-se-relationship with Second Party, have further appointed the same as its Retail Distributor/RD/Agent to fulfil its obligation under the agreement dated... Executed between the first party and confirming party. (f) Now, pursuant to certain guidelines vide file no. 800-09/2022-AS.II dated 31st August 2023 issued by DoT (“DoT Guidelines”), BSNL is required to execute direct agreement, mandatory in nature, with all franchisees/ distributors/retailers/agents (collectively, referred to as PoS i.e. Point of Sale in the DoT guidelines) to ensure adequate verification of customers before enrolling them as subscribers and activating the prepaid as well as postpaid mobile connection. The said DoT guidelines are mandatory in nature in view of increase in fraudulent activities, misuse of telecom resources, cybercrimes and frauds. This supplementary tripartite agreement shall be read in consonance with existing agreement between the Second party and the Confirming Party i.e. Franchisee/Distributor of the First party and shall be coexistent and co-terminus with agreement between the Second Party and Confirming Party. (g) In view of the above & based on the representations made by the PoS, BSNL as first Party & PoS responsible for SIM Selling as second Party & Confirming Party (having direct agreement with First Party) have agreed to enter into Tripartite supplementary agreement. (h) The purpose of the execution of the present agreement is to ensure compliance of the DoT guidelines by the second party i.e. agent/ retailer/RD etc of the Confirming party and otherwise has no direct contractual relationship with the First Party. The present agreement shall not create any other contractual rights and obligation between the First Party and Second Party but shall be limited to indemnification of First Party with respect to compliance of obligations of the Second Party regarding DoT guidelines and procedure /policies of the First Party with respect to sale of SIMs /enrollment of customers.
Obligations of BSNL	<ul style="list-style-type: none"> (a) First Party shall complete the verification process for the purpose of registration of the Second Party as PoS at the earliest and without any delay. (b) That after verification and registration of the PoS the First Party shall authenticate the authorized representative /signatory of the PoS who is executing the agreement on behalf of the Second party by using biometrics which includes facial, fingerprint and iris scan or any other biological attributes (c) The First Party shall not permit the Second Party to enroll any customer prior to the registration of the Second Party as

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150/2024	<p>PoS with the First Party.</p> <p>(d) That the First Party reserves its right to provide services on its own or to enter into Agreement with other parties / persons /Franchisees/Business Associates/service providers for providing similar services from time to time in future without any restriction on number of persons / parties / Point of Sales, the Point of Sale shall have no objection whatsoever.</p> <p>(e) The First Party reserves the right to share the documents / any information/data pertaining to Second Party with DoT, Law Enforcement Agencies (LEA) agencies and other licensees of DoT.</p>
Obligations/Duties of Confirming Party	<p>(a) As per the terms and conditions of the commercial Agreement between Confirming Party & First Party dated, the Confirming Party will be obliged to comply with all the terms and conditions of the relevant policy of the First Party as well as any amendments to the existing policy and any guidelines/Policy issued by Department of Telecommunication from time to time which are binding on the First Party being Licensee of the Department of telecommunication.</p> <p>(b) The Confirming Party will fall within the definition of Point of Sale as described in the said guidelines dated 31.08.2023 issued by Department of Telecommunication and has executed a separate agreement with the First Party, in compliance with the existing guidelines of DoT as well as issued by DoT from time to time.</p> <p>(c) The confirming party shall ensure that the Second Party fulfills the said condition and provide all necessary documents to the First Party. The Confirming party shall facilitate the verification and registration process of its Retailers/agents /RDs i.e. Second Party with the First Party as PoS.</p> <p>(d) The Confirming Party shall ensure that the Second Party does not enroll any customer prior to the registration of the Second Party as PoS with the First Party.</p> <p>(e) The Confirming Party shall keep the First Party indemnified qua breach of obligation by the second party of any terms /guidelines issued by DoT.</p>
Duties of PoS	<p>(a) That the Second Party shall get itself registered with the First Party as Point of Sale(PoS) after complying with and going through the Verification process as provided in the DoT guidelines. The relevant mandatory documents as detailed in the guidelines for verification shall be provided without any delay by the Second Party, to the First Party either directly or through Confirming Party. The DoT guidelines dated 31.08.2023 shall form part of the present agreement as Annexure A.</p> <p>(b) That in case the Second Party is unable to provide the documents mentioned as 6(a)(c) & (d) of DoT Guidelines dated 31.08.2023 for verification and registration due to non-availability of said documents on the said date, then the Second Party shall submit an affidavit (Annex-II) to the said effect about non-availability of the said documents on the said date and shall make the said documents available to the First Party immediately & without any delay as and when these documents become available.</p> <p>(c) That post identification, verification and registration of the second Party as PoS, the Second party shall keep the First Party as well as Confirming party well informed in case of any change in the address of the Second Party.</p> <p>(d) That the Second Party shall not delegate its activities /obligation/role duties/responsibilities under the Franchisee Agreement to any other person (natural or otherwise).</p> <p>(e) That in case the second party under the existing agreement as retailer/RDs have already appointed any agents /RD-retailers then the Second Party shall be obliged to ensure that its Agent /Retailer shall get itself registered as PoS with the First Party and shall fulfill and execute all necessary requirements/verification as required under the DoT guidelines dated 31.08.2023 without any delay.</p> <p>(f) Digital KYC and e-KYC before issuing new mobile connections to subscribers will be performed by PoS i.e second party as elaborated in Annex-I.</p>
Scope of the Work:	<p>(a) The PoS, being second party shall be authorized to SIM sale, SIM change, SIM up-gradation, MNP and recharge/billing. Second Party being a retailer/RD/ Agent appointed by the Confirming Party shall acknowledge and accept and will be bounded by all the directives/guidelines issued by DoT from time to time to regulate the telecom services.</p> <p>(b) The PoS shall, at no point of time, use the BSNL name, logo, space and services under this agreement for selling other than the mentioned services in Annexure, unless agreed between the parties in writing.</p> <p>(c) The PoS shall be obliged to carry out Verification of credentials of new customers before enrollment in accordance with the Prevailing policy, guidelines and instructions issued by BSNL, DoT, TRAI or any other statutory/government authority.</p> <p>(i) The verification of credentials of new customers shall include verification by PoS of the original Photo identity and address proof document (PIA documents) of new customer. The PoS shall remain responsible for the verifications done by him.</p> <p>(ii) The PoS shall obtain from customers/subscribers such documents as prescribed from time to time by BSNL.</p> <p>(iii) The PoS shall not delegate any of its activity exercised under the written agreement to any other person.</p> <p>(iv) The PoS shall be responsible to update on real-time basis the information on customer along with SIM number - MSISDN relationship. The customer will be on-boarded and SIM Card will be sold only through BSNL Platform/App and as per the process defined by BSNL.</p> <p>(v) In case of any breach, deviation, default or negligence on the part of PoS resulting in any penalty and/or liability to BSNL, then the same shall be recovered by BSNL from PoS along with applicable GST tax (as may be applicable).</p> <p>(vi) BSNL shall not be liable for any loss, pilferage or damage to the goods stored and sold at the premises and the</p>

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150/2024	<p>merchandise shall be the entire responsibility of the PoS.</p> <p>(vii) The PoS shall be responsible to ensure safety of the SIMs in its custody till the SIM is delivered to the customer. The PoS shall be further responsible for accounting/reconciliation of the SIM available with it and shall be obliged to share the status of sales /stock with BSNL from time to time.</p> <p>(viii) PoS shall be solely responsible for payment of any Central, State or Local Govt. Levies / Taxes for providing services as PoS under this Agreement and BSNL shall have no liability or obligation, whatsoever.</p>
Term	The term of this agreement shall commence from the date of agreement signed between the parties & will be valid till the agreement is not suspended or terminated or till the validity of the original commercial agreement between First Party & Confirming Party.
Working Area	Territory/Working Area details < >
Suspension, Revocation or Termination of agreement	<p>a) BSNL reserves the right to suspend the operation of this agreement and main existing agreement at any time, due to change in its own license conditions or upon directions from the competent government authorities. In such a situation, BSNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action.</p> <p>b) BSNL shall be within its right to terminate this agreement and main agreement if any information provided by PoS is found false; any documents provided by PoS during registration are found forged; directions for termination are received from LEAs/LSAs. The PoS ID upon termination of agreement shall be blocked within 24 hours. The PoS on such termination shall be blacklisted for a period of 3 years across all LSAs.</p> <p>c) BSNL may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of One(1) month issued to the PoS at the address mentioned in the agreement, terminate this agreement under any of the following circumstances:</p> <ol style="list-style-type: none"> The Point of Sale failing to perform any obligation(s) under the agreement; or The Point of Sale failing to rectify, within the time prescribed, any defect as may be pointed out by BSNL. The Point of Sale becoming insolvent/bankrupt. The Point of Sale being involved in any criminal proceedings/case. <p>d) The First Party reserves the right to share the details of such action with DoT, law enforcement agencies and other licensees of DoT.</p>
Lodging of Complaint/FIR	<p>Without prejudice to any other right(s) under the Agreement and law the First Party shall be within its right to file a complaint /FIR with Police authorities:</p> <p>(a) To report and deal with the use of forged documents for obtaining mobile connection;</p> <p>(b) Where forged documents are submitted by the subscriber and originals are also forged. A police complaint/FIR shall be lodged by the PoS against the subscriber and BSNL shall be kept notified/informed of the same along with status of the same.</p> <p>(c) Where it is found that the forgery has been done by PoS, the BSNL shall lodge the complaint/FIR against the POS and financial penalty shall also be imposed.</p> <p>(d) Where it is found that the act of issuing connections were done by point of sale using the document of some other subscriber or any person without the knowledge of the subscriber or the person, or the documents were forged by the PoS then the registration /agreement of the concerned PoS shall be terminated & and such PoS shall be blacklisted by the BSNL. After such termination PoS will not be able to work across all the LSAs for period of 3 years from the date of such black-listing.</p>
Indemnity	That the Second Party shall ensure that the First Party is kept indemnified qua the acts and actions of its retailers/agents /distributors with respect to compliance and obligations under guidelines issued by DoT dated 31.08.2023 relating to sale of SIMs and other services being provided by the second party and/or its agents on behalf of First Party to the Customers/subscribers.
Dispute Resolution	The law of India, guidelines and instructions issued by BSNL, DoT, TRAI or any other statutory/government authority shall govern this agreement. The courts of the territory shall have the exclusive jurisdiction in respect of any dispute or differences arising out of or in connection with or touching upon the subject matter of this agreement.
General Conditions	<p>(a) That Second party /PoS shall continue to co-operate with BSNL and all other agencies as may be required for the purpose of SIM tracking on real time basis in accordance with the relevant prevailing policy/ guidelines issued by BSNL and/or DoT from time to time.</p> <p>(b) The law of India shall govern this agreement and courts of the territory shall have the exclusive jurisdiction in respect of any dispute or differences arising out of or in connection with or touching upon the subject matter of this agreement.</p> <p>(c) It is clarified that the employees/representatives engaged by the PoS shall be the sole employees/representatives of PoS and BSNL shall have no financial, contractual or statutory liability towards them under this agreement.</p> <p>(d) PoS will protect the BSNL as well as Customer data and information and shall ensure and maintain the confidentiality of all information received by it by virtue of this agreement in accordance with this agreement and the applicable laws.</p> <p>(e) That the parties undertake to maintain confidentiality and not to divulge any part of this Agreement either through oral or written communication or through any other mode to any third party.</p>

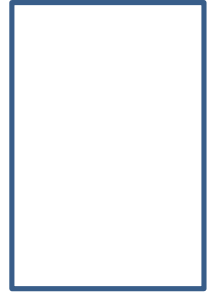
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Particular of the Applicant applying as Point of Sale in BSNL

Name of the applicant

Permanent Address

Residential Address



(Photograph to be pasted & attested)

Office address: (Contact no. (Telephone/Mobile))

(Address proof may be given as Electricity bill, water bill, Election card, driving license, passport, ration card etc.

Signature of representatives of First, Second & Confirming Party in presence of Witnesses

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorized representatives on the day of, 20.....

(i) Signed for and on behalf of Second Party i.e. **PoS (Franchisee/Distributor engaged by BSNL)** by

Mr/Ms

Sd/-

(ii) Signed for and on behalf of **BSNL** by Mr/Ms

{ To be signed by the authorized or designated BSNL representative of the concerned BA/OA }

S/d-

(iii) Signed for and on behalf of **Confirming Party** by

Mr/Ms.

In the Presence of Witnesses:

1. **Signature:**

Name:

Occupation:

Address:

Place :

2. **Signature:**

Name:

Occupation:

Address:

Place:

Process to be followed by PoS for issuing mobile connections, using Aadhaar based eKYC service	Process to be followed by PoS for issuing mobile connections, using Aadhaar based Digital KYC service
<p>a. Customer shall authorize UIDAI through Aadhaar authentication using Aadhaar number/Virtual-ID and biometrics to provide his/her demographic data (name, complete address, date of birth, gender) along with photograph to the BSNL and UIDAI shall provide the same in a digitally signed and encrypted format:</p> <p>For this purpose For this purpose, the following declaration/consent shall be taken by PoS from the customer:</p> <p>(i) I am voluntarily using Aadhaar based e-KYC process for acquiring the SIM.</p> <p>(ii) I hereby give my consent to use my Aadhaar number/ Virtual-ID and biometrics for sharing the e-KYC details (demographic data and photograph) to the (TSP name) for issuing of mobile connection to me</p> <p>(iii) I have been informed by the PoS regarding the existing alternate processes of acquiring SIM viz. D-KYC process.</p> <p>(iv) My biometric authentication can be treated as my signature.</p> <p>b. The demographic details of customer along with photograph received from UIDAI shall automatically get captured by the BSNL in the Customer Application Form (CAF) generated in its system.</p> <p>c. The Live photograph of the customer is taken by PoS agent with date and timestamp.</p> <p>d. In case of outstation customer, following shall be supplemented: -</p> <p>(i) The outstation customer shall also provide his/her local residential address.</p> <p>(ii) For local reference, the name, address and contact number of localreference shall be provided by the outstation customer.</p> <p>(iii) A One Time Password (OTP) shall be sent to the mobile number of localreference and it shall be validated for the local reference.</p> <p>e. In case of Bulk mobile connection, customer is replaced by Authorized Signatory in (a) to (d) above. The live photograph of the following original documents shall also be captured by the PoS agent:</p> <p>(i) Document that establishes the identity and address of the entity/ company / organizations.</p> <p>(ii) Authorization letter for Authorized Signatory (Board Resolution/ Letterfrom Proprietor or Partner/ Letter from the person authorized to issue the same showing delegation of authority).</p> <p>(iii) End user list.</p> <p>f. Before activation of the mobile connection, the PoS shall check and verify that:</p> <p>(i) All the entries in the CAF & BSNL's database for the respectivecustomer are complete and there is no error apparent on the face of records of the customer in the CAF & database.</p> <p>(ii) Live photograph of the customer matches with the photo received from the UIDAI.</p> <p>(iii) No Gibberish information (a single nonsensical word or a group ofnonsensical words) is stored in the CAF and BSNL's database.</p> <p>g. The date and time of the SIM activation shall be captured in the databaserecords and CAF of the customer.</p> <p>h. Only one mobile connection on a day can be issued to a customer using thisprocess in case of individual/ outstation customer.</p> <p>i. The above-mentioned e-KYC process shall be applicable to Local, Outstationand Bulk customers.</p> <p>j. The e-KYC process shall be applicable for all Licensed Service Areas (LSAs)including J&K, North East and Assam LSAs.</p>	<p>a. The entire process shall only be used through the authenticated applications (App) hosted by the BSNL.</p> <p>b. The App shall be installed only on those PoS device which are having SIM card (mobile number) registered with the BSNL by PoS in its own name.</p> <p>c. The Live photograph of the customer shall be taken at PoS terminal and the same photograph shall be embedded in the CAF by PoS.</p> <p>d. The background behind the customer while capturing live photograph should be of white color and no other person shall come into the frame while capturing the live photograph of the customer.</p> <p>e. Similarly, the live photograph of the original document/proof of identification/document/proof of address (placed horizontally) shall be captured vertically from above and water-marking in readable form shall be done. No skew or tilt in the mobile device shall be there while capturing the live photograph of the original documents.</p> <p>f. The live photograph of the customer and his/her original documents shall be captured in proper light so that they are clearly readable and identifiable</p> <p>g. Thereafter, all the entries in the CAF shall be filled as per the POI/POA documents and information furnished by the customer. In those POI/POA documents where QR code is available, such details can be auto-populated byscanning the QR code instead of manual filling the details. For example, in case of physical Aadhaar/e-Aadhaar downloaded from UIDAI where QR codeis available, the details like name, gender, date of birth and address can be auto-populated by scanning the QR available on Aadhaar/e-Aadhaar.</p> <p>h. If wrong entries of customer name, address/short address/local reference etc done by PoS then PoS will be solely responsible for any penalty imposed by TERM Cell.</p> <p>i. The PoS shall provide a declaration about the capturing of the live photographof customer and the original POI/POA documents. No mobile photos and copyof document will be acceptable.</p> <p>j. PoS shall intimate the details regarding transaction-id/reference-id number to customer for future reference.</p> <p>k. The PoS shall check and verify that:</p> <p>(i) Information available in the pictures of POI/POA documents is matchingwith the information entered in CAF.</p> <p>(ii) live photograph of the customer matches with the photo available in thePOI/POA documents.</p> <p>(iii) All of the necessary details in CAF including mandatory fields are filledproperly.</p> <p>l. Only one mobile connection shall be provided in a day by using any one of thePOI/POAdocuments to a customer bya BSNL(including all PoS in that LSA)using the above mentioned alternate digital KYC process. Further not more than 8 connections shall be provided to a customer(s) in one customer's name/document.</p> <p>m. The digital KYC process shall also be applicable for outstation and foreign customers. The additional safeguards in prevailing guidelines in respect of outstation and foreign customers shall also be followed alongwith the aforementioned digital KYC process. However, in case of outstation customer, as an alternate method, the verification of local reference may be done by sending an OTP on the mobile number of local reference submitted by customer and upon successful OTP validation only, the local reference may be treated as tele-verified.</p>

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AFFIDAVIT

(The Affidavit should be typed on non-judicial stamp paper with relevant amount as per applicable amount in the concerned state/UTs)

1. It is to declare that following document(s) as mentioned below for the purpose of verification/registration and signing of the agreement with BSNL to get engaged as PoS with permission to enroll the BSNL customers is/are not available as on date.
 - a. Corporate Identity Number (CIN), Limited Liability Partnership Identification Number (LLPIN) or Business license, or Trade/Registration number, or Incorporation Certificate or Certificate issued by authorities.
 - b. Permanent Account Number (PAN) of the authorized signatory or person who is entering into agreement with the BSNL.
 - c. Goods and Services Tax (GST) Registration Certificate.

Moreover, it is to declare that I will submit such documents to the BSNL office immediately as and when these documents become available to me.

2. I state that the Address of the place of the business/working and residential address as mentioned below are true and I shall be held responsible if the same found to be wrong.
3. I declare that requisite Police verification has been followed as per existing guidelines and relevant document related to the police verification is available with me. (Required only in case of J&K, Assam & North-East LSAs).
4. I declare that I have not been blacklisted by any licensee across all LSAs during last three years.
5. I acknowledge that if any information or documents provided by me during registration is found forged; or directions for termination are received from LEAs/LSAs, then BSNL shall have a right to terminate the agreement and PoS ID shall be blocked within 24 hours of such acknowledgement. I understand and accept that on such termination I shall be blacklisted by each licensee across all the LSAs and I shall not be able to register across all the LSAs for period of 3 years from the date of such black-listing.

Particulars of the Applicant applying as Point of Sale in BSNL:

(I) Name of the applicant

(II) Permanent Address

.....

(III) Residential Address & Office Address

(Address proof may be given: Electricity bill, water bill, Election card, driving license, passport, ration card etc)

Telephone No.(s)

.....

Signed as **PoS** (Retailers/Agents/Sub-agents/ Rural Distributors or any other person directly engaged by franchisee/Distributor of BSNL for SIM Selling) by

Mr/Ms.....

Sd/-

O/o GM (Sales & Marketing-CM)

Room no. 616, BSNL Corporate Office

New Delhi-1

salescmhq@gmail.com


भारत संचार निगम लिमिटेड
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
Dated: 1.05.2024**To**

The Chief General Managers
 All Telecom Circles/ Telecom Districts
 BSNL

Sub: Provisioning of telecommunication services by the licensees through Franchisee, Agents and Distributors (PoS) & further clarification in respect of BSNL employees posted in CSC while permitting them to enroll the BSNL customers for provisioning of telecommunication services-reg.

- Ref:**
1. DoT letter no. 800-09/2022-AS.II dated 31.08.2023.
 2. Standard formats of Bipartite/Tripartite agreements issued by this office vide letter BSNLCO-SMCM/27(11)/4/2022-SM-CM dated 22.11.2023
 3. This office letter no. BSNLCO-SMCM/27(11)/4/2022-SM-CM dated 08.01.2024
 4. This office letter no. BSNLCO-SMCM/23(11)/24/2020-SM-CM dated 01.02.2024

In reference to DoT letter dated 31.08.2023 under reference (1), regarding Provisioning of telecommunication services by the licensees through PoS, clarifications/feedback have been received from various Circles. The field units are facing difficulties in respect of registration/onboarding of BSNL employees posted in CSCs for SIM selling activities.

For provision of telecommunication services to its customers through BSNL employees posted in CSC, while registration in Sanchar Aadhar app, following procedures have to be followed:

I. For the BSNL employees posted in CSC, the authorization letter by the concerned authorities (BA/OA head) in the name of BSNL employee deputed for SIM Selling through CSCs or Canopy/melas is to be taken in place of PoS agreement dated 22.11.2023 under reference (2).

II. The following documents, in respect of BSNL employee to be engaged for SIM Selling through CSC, may be uploaded for registration/onboarding in Sanchar Aadhar App:

- a. Aadhar Card/ ID Card
- b. Address of the place of business: CSC/ BSNL Building address.
- c. Local Residential address: CSC/ BSNL Building address
- d. Authorization letter duly approved by BA/OA head in the name of the SIM Selling BSNL employee.

In view of the above, ITPC Hyderabad is requested for provisioning of " **Employee/CSC**" Category in Sanchar Aadhar App i.r.o. BSNL employees to be engaged in SIMs selling activities. Further, the provision to skip documents be made available in Sanchar Aadhar App in respect of BSNL employees selling SIM through CSC.

P. Kalyan
DGM (Sales & Marketing)-CM

Copy to: PGM Development ITPC Hyderabad for information and taking necessary action please.