



सत्यमेव जयते

## INDIA NON JUDICIAL

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**Second Party** : Dept of Posts Under Ministry of Communication  
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*Deepak Garg*  
 17.09.25  
 (दीपक गर्ग)  
**(DEEPAK GARG)**  
 प्रधान महाप्रबंधक (विक्री एवं विपणन) सी.एच.  
 Principal General Manager (S&M) CM  
 डाक भवन, नई दिल्ली / Dak Bhawan, New Delhi  
 P.O. Box: Corporate Office, New Delhi

*Manisha Bansal Badal*  
 मनीषा बंसल बादल / Manisha Bansal Badal  
 महाप्रबंधक / General Manager  
 व्यवसाय विकास निदेशालय डाक भवन  
 Business Development Directorate Dak Bhawan  
 डाक विभाग / Deptt. of Posts  
 संचार मंत्रालय / M/o Communications  
 भारत सरकार / Government of India  
 डाक भवन, नई दिल्ली / Dak Bhawan, New Delhi

# Memorandum of Understanding Between Department of Posts and Bharat Sanchar Nigam Limited.

This Memorandum of Understanding (MoU) is made and entered into at Delhi on this 17<sup>th</sup> day of Sep 2025

BHARAT SANCHAR NIGAM LIMITED, CIN:U74899DL2000GOI107739, a company registered under the Companies Act 1956 having its registered office at Bharat Sanchar Bhawan, HC Mathur Lane, Janpath, New Delhi-110001, represented by Shri. Deepak Garg, Principal General Manager (Sales and Marketing-Consumer Mobility), BSNL Corporate Office (hereinafter called "BSNL" which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) of the First Party.

Department of Posts (DoP) under the Ministry of Communications, Government of India, having its headquarters at Dak Bhawan, New Delhi - 110001 (here in after referred to as "DoP"), represented by Ms. Manisha Bansal Badal, General Manager (Citizen Centric Services & RB), Business Development Directorate, Dak Bhawan, New Delhi, here in after called the Second Party.

**BSNL and DOP** shall hereinafter be referred individually as 'party' and together as 'parties'.

## 1. WHEREAS

1.1 BSNL a wholly owned Public Sector Enterprise of the Govt. of India, is a Telecom Service Provider in India with pan India presence.

1.2 DOP is a Government Department under Ministry of Communications. DoP has the largest Postal Network in the world with over more than 1.64 lakh Post Offices providing delivery of multiple G2C and B2C services to the citizens for and on behalf of various Departments/utilities and other agencies through Public-Private Partnership mode.


1.3. For providing postal services, the whole country has been divided into 23 Postal Circles. Each Circle is co-terminus with a state except for Gujarat circle (which also administers the Union Territories of Daman & Diu and Dadra & Nagar Haveli), West Bengal Circle (Which has within its jurisdiction the state of Sikkim and Union Territory of Andaman Nicobar), Kerala Circle (which includes the Union Territory of Lakshadweep), Maharashtra Circle (which has within its jurisdiction the State of Goa), North East Circle (which comprises six North Eastern States - Arunachal Pradesh, Manipur, Meghalaya, Mizoram, Nagaland & Tripura), Punjab Circle (which has within its administrative jurisdiction, the Union Territory of Chandigarh), and Tamil Nadu Circle (which also administers the Union Territory of Pondicherry), J & K circle (which also administer the Union Territory of Ladakh)

1.4 In view to the above, Parties have agreed to enter into this arrangement as contemplated in this arrangement for BSNL to avail Services as mentioned in Standard Operating Procedure (SOP) to be rendered by DoP.

## 2. NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

### 2.1 Term and Termination

  
(DEEPAK GARG)  
Principal General Manager (S&M)CM  
BSNL Corporate Office, New Delhi

  
Manisha Bansal Badal  
General Manager  
Business Development Directorate Dak Bhawan  
डाक विभाग / Deptt. of Posts  
संचार मंत्रालय / Mo Communications  
भारत सरकार / Government of India  
डाक भवन, नई दिल्ली / Dak Bhawan New Delhi

This Agreement shall be effective from and shall remain in force for a period of **1 year** from 17.09.2025 to 16.09.2026 Term of the Agreement may be renewed/extended for another 1 year on mutually agreeable terms and condition between the Parties by execution of an addendum/agreement/any other documents.

## 2.2 Scope of the Agreement

2.1 BSNL and DoP are entering into an agreement under which DoP will sell BSNL SIM cards and provide e-recharge services for BSNL customers through DoP Points of Sale across India. In return, BSNL will pay commission to DoP as per the terms specified in the MoU.

## 3. RESPONSIBILITY OF DOP

3.1 DoP shall provide BSNL SIM sales and recharge services through designated Post Offices across India. The Standard Operating Procedure (SOP) for these services shall be finalized jointly at a later stage and implemented as per the terms and conditions of this Agreement.

3.2 DoP shall onboard new customers for BSNL / provide recharge/Top Up to existing customers using BSNL mobile App/C Top Up wallets.

3.3 DoP shall maintain and manage sufficient stock of SIM cards etc. and ensure timely replenishment of C Top Up stock from designated/assigned BSNL/BS/OA Nodal officers.

3.4 DoP agrees and acknowledges that it shall at all times promptly and in a business like, friendly manner provide the Services.

## 4. RESPONSIBILITY OF BSNL

4.1. BSNL shall provide SIM cards and top up recharge to DoP as per SOP.

4.2 BSNL shall register DoP branches as Channel Partners in BSNL CTOPUP system/ERP/SA system/etc.

4.3 BSNL shall provide each Head Post Office an initial CTOP-UP stock worth ₹10,000/- on credit, without any upfront payment. This allows DoP to start earning commission and profit from day one at zero investment. Any further CTOP-UP requirement will be arranged on payment basis, ensuring a risk-free and revenue-positive model for DoP."

4.4 CTOP UP stock allocated to DOP shall be exclusive of upfront stock discount (4.66% exclusive of GST as on date.

4.5 BSNL shall extend wallet recharge facility to DoP offices through existing top-up methods as per SoP.

4.6 BSNL shall configure in BSNL ERP, a proper system for recording/monitoring of Sales proceeds, to allocate stock.

4.7 BSNL shall conduct training sessions for DoP staff on sales process, CTOPUP App use, SIM issuance, eKYC etc.

4.8 BSNL shall Allocate SIM stocks to Nodal DoP offices, facilitate provisioning and activation via digital platform.

## 5. COMMISSION STRUCTURE AND PAYMENT MECHANISM

5.1 DoP shall be entitled to commission/incentive on BSNL tariff/Plan vouchers as per the existing commission structure of 02 Tier Franchisee-retailer as given at Annexure-1. Any changes addition/deletion/modifications carried out in the BSNL commission structure shall be applicable.

5.2 Both instant and deferred parts of the commission shall be payable.

5.3 Commission amounts for FRC/PVs and subsequent wallet upfront discounts shall be credited to designated bank accounts of the DoP.

17.09.25  
मनीषा बंसल गर्ग (DEEPAK GARG)  
प्रधान कार्यकारी अधिकारी (S&M)CM  
आर.ए.सी. बिल्डिंग, नई दिल्ली  
BSNL Corporate Office, New Delhi

मनीषा बंसल गर्ग / Manisha Bansal Badal  
प्रधान कार्यकारी अधिकारी / General Manager  
व्यवसाय विकास निदेशालय डाक भवन  
Business Development Directorate Dak Bhawan  
डाक विभाग / Deptt. of Posts  
संचार मंत्रालय / M/o Communications  
भारत सरकार / Government of India

5.4 BSNL shall pay commission to the Department of Posts (DoP) on the basis of *monthly invoices* by the Head Offices (HOs) functioning as Master Users. Such invoices shall include *the applicable* commission along with Goods and Services Tax (GST) and any other statutory taxes, *as applicable* under prevailing laws. The commission payment shall be released by BSNL, to DoP *on or before* the 15<sup>th</sup> day of each succeeding month.

## 6. SALES REPORTING AND INVOICING

- 6.1 BSNL shall ensure that the CTOP-UP system generates monthly sales reports.  
6.2 BSNL shall prepare and generate the corresponding tax invoices based on the sales reports.  
6.3 As DoP is a Government Department, TDS under the Income Tax Act shall *not be applicable*. Further, GST TDS shall also not apply in respect of services supplied by DoP to BSNL.

## 7. CUSTOMER SUPPORT & GRIEVANCE REDRESSAL

- 7.1 BSNL shall set up a Nodal Officer at Circle/SSA level for coordination with DoP.  
7.2 BSNL shall resolve technical issues related to activations, CTOPUP, *commission within SLAs* as defined.

## 8. JOINT RESPONSIBILITIES

- 8.1 BSNL and DoP shall conduct periodic review meetings at Circle and BA levels.  
8.2 BSNL and DoP shall jointly undertake monthly revenue and operational assessments.  
8.3 BSNL and DoP shall ensure adherence to cyber security and data privacy norms in all aspects of customer handling.

## 9. DURATION AND VALIDITY

- 9.1 Agreement valid for **1 year**, renewable upon mutual consent.  
9.2 Pilot projects in select circles (if not pan-India initially).

## 10. GENERAL OBLIGATIONS

10.1 The Parties will act in good faith and will use their best endeavors to achieve the Purpose and perform all acts and execute all documents as reasonably required to give effect to the terms of this agreement.

10.2 Each Party agrees to cooperate in the spirit of mutual understanding and goodwill to develop the Parties' relationships with one another and pursue the Purpose.

## 11. NON EXCLUSIVE ARRANGEMENT:

11.1 This Agreement is being made on non-exclusive basis. Nothing in this agreement shall be construed to prevent either party from entering into a similar agreement with any other party or to restrict such party from directly engaging in related activities.

11.2 The Parties agree to negotiate in good faith to execute a definitive agreement that shall govern the terms and conditions of their cooperation and relationship concerning the matters and purpose set forth herein.

11.3 The provisions of this Agreement may not be modified, amended, or waived except in writing, signed by both Parties.

11.4 The Parties may terminate this Memorandum by mutual agreement.

## 12. TERMINATION AND CONSEQUENCES OF TERMINATION

12.1 Either party may terminate this Agreement by giving 30 days' advance written notice without assigning any reason. In case of a breach of the terms of this Agreement, the non-defaulting party

Sy 17.04 (विशेष गति)  
(DEEPAK GARO)  
प्रधान सामंजस्य (विशेष) एवं विपणन) सी.एच.  
Principal General Manager (SAM)CM  
आचार्य एम. डी. प्रदीप कुमार, नई दिल्ली  
Corporate Office, New Delhi

मनीषा बंसल / Manisha Bansal Sadal  
मुख्य विकास / General Manager  
विकास विभाग / निदेशालय डाक भवन  
Business Development Directorate Dak Bhawan  
डाक विभाग / Deptt. of Posts  
संचार मंत्रालय / M/o Communications

order of disclosure required

may terminate this Agreement if the defaulting party fails to remedy such breach within 30 days of receipt of a written notice. In the event of a force majeure, if the same is not cured within 30 days of its occurrence, the non-invoking party may terminate this Agreement by giving at least 15 days' advance written notice. Further, in the event of any material breach, fraud, or misconduct, either party may terminate this Agreement immediately by written notice.

12.2 Neither Party will, under this Memorandum, incur any financial liability to the other Party.

12.3 DOP shall return all issued CTOP UP SIMs, unsold SIMs, sale proceeds and unutilized credit balances. Similarly BSNL shall clear all pending commission invoices due to DOP.

### 13. SEVERABILITY

If any provision of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any invalid or unenforceable provision of this Agreement shall be replaced with a valid and enforceable provision that most nearly gives effect to the original intent of the invalid/unenforceable provision.

### 14. ENTIRE UNDERSTANDING

This agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings duties or obligations between the Parties with respect to the subject matter hereof.

### 15. NO OTHER RIGHTS GRANTED

Nothing in this agreement is intended to grant any rights under any patent, copyright or other intellectual property rights of any Party in favor of the other, nor shall this agreement be construed to grant any Party any rights in or to the other Party's Confidential Information, except the limited right to use such Confidential Information in connection with the Project under this agreement.

### 16. ALTERATIONS AND AMENDMENTS

All alterations and amendments to the terms and conditions of this MoU shall be valid only if made in writing and signed by the authorized representatives of both the parties.

### 17. DISPUTE RESOLUTION

-Any disputes arising with this agreement shall be resolved through good faith negotiations between the Parties. However, suppose the Parties are unable to resolve the dispute through negotiation. In that case, the dispute shall be resolved by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996, with three arbitrators appointed - one by each Party and the third appointed by the first two arbitrators. The arbitration will occur in New Delhi and be conducted in English. The arbitration will be conducted in accordance with the rules of Laws applicable in India. Each Party will bear their costs, and the arbitrators can award costs and expenses. In addition, the Parties will comply with any interim or provisional measures ordered by the arbitrators.

### 18. CONFIDENTIALITY:

In carrying out the terms of this Agreement, it may be necessary for the Parties to provide Proprietary and/or confidential information to one another. In such event, the disclosure and use of all Proprietary and/or Confidential Information shall be in accordance with the Non-Disclosure Agreement between the Parties except wherein such disclosure is permitted when required by any

(दीपक गर्ग)  
DEEPAK GARG  
Principal General Manager (S&M) CM  
Principal General Manager (S&M) CM  
एन.एल. कॉर्पोरेट ऑफिस, नई दिल्ली  
S.N.L. Corporate Office, New Delhi

मनीषा बंसल / Manisha Bansal  
महानिदेशक / General Manager  
Business Development  
डाक विभाग / Dept. of Posts  
भारत सरकार / Government of India  
डाक भवन, नई दिल्ली / Dak Bhawan, New Delhi

30 days

order of a court of competent jurisdiction, tribunal, or regulatory authority having oversight; When disclosure is mandated under any applicable laws, rules, or regulations; When disclosure is required for compliance with any legal processes or governmental inquiries or security agencies; and in such case, it may do so to the extent permitted under the applicable laws.

## 19. INDEMNITY

19.1 Parties agree to indemnify and compensate, defend and hold each other and, their respective Officers, directors, employees, affiliates, successors, assigns (the "Indemnities,") harmless/compensated from any loss, claim, damage, cost or expenses, taxes like Goods and Services Tax (GST) including but not limited to reasonable attorney's fees and costs, that "the indemnities may incur arising out of or related to the other party, or its employees or subcontractors or representatives, including without limitation as a result of the other party's actual or alleged breach of any representations and warranties or any other provisions contained in this Agreement or misconduct, fraud, negligence or as a result of any investor/third party alleging and/or proving that the other party has violated any rights of such person In no instance shall any party be liable for any, indirect, incidental or consequential damages of any type, or for loss of profits arising out of or in connection with this Agreement or the Services).

Above mentioned benefits of indemnities shall be in addition to any other claim/damage/or recourse available in court of law

## 20. COMPLIANCE OF LAWS CLAUSE

BSNL and DOP shall perform their duties in strict compliance with all applicable laws in India along with rules and regulations of duly constituted Govt. authorities in India and shall obtain all licenses, restrictions or other approval, if any, required by laws in India in connection with the services to be rendered hereunder.

## 21. FORCE MAJEURE

21.1 The Parties may be released from the responsibility for partial or complete non fulfilment of the obligations under this MoU, if such non-fulfilment results from force majeure, such as: earthquakes, floods, fire, typhoon, hurricane, adverse climate conditions, military actions, mass disease (epidemics), strikes, public unrest not confined to the premises of the party claiming force majeure, transportation restrictions, state prohibitive measures and other circumstances beyond the parties Will and Control.

21.2 The mentioned events are to be of extraordinary, unforeseen and irresistible character, to have arisen after the signing of the MoU and not to be dependent on the parties' Will.

21.3 On occurrence of force majeure event, the Party affected by such circumstances is to advise the other Party of them in writing within 30 days. The notification shall contain the data on the character of the circumstances as well as evaluation of their influence on the possibility of execution of obligations under the MoU and the term of fulfilment of the obligation.

21.4 On the expiration of the above-mentioned circumstances the Party is to notify the other Party to this effect in writing without any delay. The notification shall contain the term during which the obligations under this MoU are supposed to be fulfilled 21.4 On the expiration of the above mentioned circumstances the Party is to notify the other Party to this effect in writing without any delay. The notification shall contain part of the Term during which the obligations under this Agreement are supposed to be fulfilled.

## 22. MISCELLANEOUS

22.1 Neither Party may assign, in whole or in part, the benefits or obligations of this agreement to any other person without the prior written consent of the other Party, such consent not to be

17.05.2020  
(DEEPAK GARG)  
General Manager (S&M)CM  
Corporate Office, New Delhi

मनीषा बंसल बादल / Manisha Bansal Badal  
सहायक विकास निदेशक / General Manager  
Business Development / Deputy General Manager  
संचार विभाग / Dept. of Posts  
भारत सरकार / Ministry of Communications  
डाक भवन, नई दिल्ली / Dak Bhawan, New Delhi

unreasonably withheld. Provided that DOP may assign any of its obligations hereunder to any of its Affiliates without the prior consent of BSNL.  
22.2 BSNL and **DOP** shall be responsible for the conduct of their assigned responsibilities.

### 23. RESOLUTION OF DIFFERENCE

If at any time, any dispute or difference arises out of or relates to this agreement whether during the term of the agreement or any time thereafter, and such dispute or difference cannot be resolved by the parties hereto amicably, within thirty (30) calendar days, the arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and its subsequent amendments. Any dispute arising out of or in connection with this agreement shall be resolved by Arbitration in accordance with Arbitration & Conciliation Act, 1996 and its subsequent amendments. The Tribunal shall consist of a sole arbitrator to be appointed by India International Arbitration Centre in accordance with its rules. The award rendered by the arbitrator shall be final and binding on both parties. The arbitrator shall be a person of eminence and should be a retired High Court Judge.

**IN WITNESS WHEREOF** the parties hereto have caused their duly authorized representatives to sign this agreement as of the date first written above.

  
17.09.25

Signed on behalf of

**BHARAT SANCHAR NIGAM LTD.**

Name:-Deepak Garg


Designation: **Principal General Manager**

(Sales and Marketing – Consumer Mobility)

Emailid:gmsmcm@bsnl.co.in

Tel.No:9868218035.

(दीपक गर्ग)  
**(DEEPAK GARG)**  
प्रधान महाप्रबंधक(वित्तीय एवं विपणन)जी.एम.  
Principal General Manager (S&M)CM  
भारत संचार निगम लि. निम्नलिखित कार्यालय, नई दिल्ली  
B.S.N.L. Corporate Office, New Delhi

  
17/9/25

Signed on behalf of

**DEPARTMENT OF POSTS**

Name:- Manisha Bansal Badal

Designation: General Manager

(Citizen Centric Service & RB)

Email id: gmbd.dte@indiapost.gov.in

Tel.No: +91 11 23096125

मनीषा बंसल बादल / Manisha Bansal Badal  
महाप्रबंधक / General Manager  
व्यवसाय विकास निर्देशालय डाक भवन  
Business Development Directorate Dak Bhawan  
डाक विभाग / Deptt. of Posts  
संचार मंत्रालय / M/o Communications  
भारत सरकार / Government of India  
डाक भवन, नई दिल्ली / Dak Bhawan, New Delhi

## Annexure 1: FRC Commission

As on 17-9-2025

Plan Voucher /FRC	Validity (in days)	Instant commission			Deferred commission: (for those nos. Active on 91st Day)			TOTAL pay-out or commission per New SIM (E)
		Franchisee (A)	Retailer (B)	DOP = A+B	Franchisee (C)	Retailer (D)	DOP = C+D	
PV_107	28	₹ 13	₹ 52	₹ 65	₹ 15	₹ 6	₹ 21	₹ 86
PV_153	25	₹ 18	₹ 74	₹ 92	₹ 22	₹ 9	₹ 31	₹ 123
PV_197	54	₹ 21	₹ 115	₹ 136	₹ 22	₹ 0	₹ 22	₹ 158
PV_199	28	₹ 21	₹ 115	₹ 136	₹ 22	₹ 0	₹ 22	₹ 158
PV_229	1 month	₹ 21	₹ 115	₹ 136	₹ 22	₹ 0	₹ 22	₹ 158
FRC_249	45	₹ 30	₹ 170	₹ 200	₹ 50	₹ 30	₹ 80	₹ 280
FRC-559 (Nepal/Bhutan)	90	₹ 13	₹ 52	₹ 65	₹ 15	₹ 6	₹ 21	₹ 86
PV_897	180	₹ 125	₹ 285	₹ 410	₹ 0	₹ 0	₹ 0	₹ 410
PV_997	160	₹ 125	₹ 285	₹ 410	₹ 0	₹ 0	₹ 0	₹ 410
PV_1499	336	₹ 109	₹ 261	₹ 370	₹ 0	₹ 0	₹ 0	₹ 370
PV_1999	330	₹ 117	₹ 278	₹ 395	₹ 0	₹ 0	₹ 0	₹ 395
PV_2399	365	₹ 122	₹ 291	₹ 413	₹ 0	₹ 0	₹ 0	₹ 413

Wallet Discount@ 4.66 % exclusive of GST as on date .

  
 17.09.25  
 (दीपक गर्ग)  
 (DEEPAK GARG)  
 प्रधान महाप्रबंधक (वित्त) एवं निष्पत्ति/सी.एम.  
 Principal General Manager (S&M)CM  
 डाक भवन, नई दिल्ली  
 B.S.N.L. Corporate Office, New Delhi

  
 17/9/25  
 मनीषा बंसल बादल / Manisha Bansal Badal  
 महाप्रबंधक / General Manager  
 व्यवसाय विकास निदेशालय डाक भवन  
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 भारत सरकार / Government of India  
 डाक भवन, नई दिल्ली / Dak Bhawan, New Delhi