

TERMS & CONDITIONS FOR E-AUCTION OF SHORTCODES

I. Definitions:

- (a) “**Base Value**” means the minimum price fixed by the BSNL as floor price for the short code.
- (b) “**BSNL**” means BHARAT SANCHAR NIGAM LIMITED.
- (c) “**Registration Amount**” means the non-refundable amount to be paid for participating in the e-auction
- (d) “**Deposit amount**” means 50% of base value to be paid in advance for the selected short code
- (e) “**H1 Bidder**” means the bidder who have quoted the highest price
- (f) “**H2 Bidder**” means the bidder who have quoted the second highest price
- (g) “**H3 Bidder**” means the bidder who have quoted the third highest price
- (h) “**Bidder**” means a Company Incorporated in INDIA under companies Act
- (i) “**Incremental Value**” means 1% of base value or Rs.2,000/- whichever is maximum

II. Eligibility and documents establishing eligibility:

- (a) A company registered and Incorporated in India under the companies Act,1956/2013 having valid PAN number and TIN number. Further, the company shall not be blacklisted by GST or any Government authorities.
- (b) The list of documents duly certified by the authorized signatory and to be submitted for establishing the eligibility are –
 - (i). Registration Certificate of the company
 - (ii). Address proof of company
 - (iii). Latest list of directors on the board of the company with their address(es), contact telephone numbers, Email Ids, DIN of each Director, CIN of the company, etc.,
 - (iv). Board’s resolution in favor of authorized signatory or power of Attorney duly notarized on non-judicial stamp paper of INR 100/- in favor of authorized signatory.
 - (v). Contact details i.e., Name, mail id, phone number, mobile number, fax number of a responsible person to liaison with BSNL.

III. Procedure:

- (a) A prospective bidder shall participate in E-auction for a short code by visiting portal <https://eauction.bsnl.co.in>
- (b) The prospective bidder can place his bid by clicking on "CLICKTOBID" button in MyBid status menu. Bidders shall improve their offers in multiples of incremental value. The detailed flow/procedure is here with enclosed with this letter for reference.

IV. Initial Payment to be made for Participating in E-Auction:

- (a) One-time non-refundable registration amount of Rs. 2,000/- + applicable GST
- (b) Deposit amount corresponding to the short code selected.

V. Determination of Successful Bidder :

(a) H1 Bidder :

- (i). The H1 Bidder will be treated as **successful bidder** and will be given a time of 15 days to submit all the documents necessary as per the Eligibility clause above and make payment of the balance amount i.e. **[(H1 Bid amount+ applicable GST)- (Deposit amount)]** for allocation of short code.
- (ii). In case the H1 bidder fails to meet the eligibility condition or fails to make the balance payment within a period of 15 days, then the bid of H1 shall be treated as **"Invalid"**

(b) H2 Bidder :

- (i). In case H1 bid becomes invalid, H2 Bidder will be treated as **successful bidder** and will be given 15 days time to submit all the documents as per the eligibility condition and make payment of the balance amount i.e. **[(H2 Bid amount+ applicable GST)- (Deposit amount)]** for allocation of short code
- (ii). In case the H2 bidder fails to meet the eligibility condition or fails to make the balance payment within the stipulated period, then the bid of H2 shall be treated as **"Invalid"**

(c) H3 Bidder :

- (i). In case H2 bid also becomes invalid, H3 Bidder will be treated as **successful bidder** and will be given 15 days time to submit all the documents as per the eligibility condition and make payment of the balance amount i.e. **[(H3 Bid amount + applicable GST)- (Deposit amount)]** for allocation of short code

- (ii). In case the H3 bidder also fails to meet the eligibility condition or fails to make the balance payment within the stipulated period, then the bid of H3 shall be treated as **‘Invalid’**

VI. Forfeiture of Deposit :

- (a) If a non-eligible bidder or individual bidder participates in the e-auction, then the deposit amount paid by such bidder shall be forfeited
- (b) If H1 or H2 or H3 bid becomes “invalid” as per the procedure detailed in Para-V above, then the deposit amount paid by such bidder shall be forfeited.

VII. Refund Rules for successful / unsuccessful bidders.

- (a) If any bidder rejects to make the payment after declaring the bidder as Successful Bidder, then the deposit amount paid by the said bidder shall be forfeited.
- (b) The deposit amount of bidders other than H1, H2 and H3 bidders will be refunded within **10 days** after completion of the E-auction end date.
- (c) If H1 bidder takes the short code, then the deposit of H2 and H3 bidders will be refunded within **25 days** from the date of completion of E-auction end date.
- (d) If H1 bidder fails to take the short code and H2 bidder takes the short code, then the deposit amount of H1 shall be forfeited and the deposit amount of H3 will be refunded within **40 days** after completion of E-auction end date.
- (e) If H2 bidder also fails to take the short code and H3 bidder takes the short code, then the deposit amount of H2 shall be forfeited.
- (f) If H3 bidder also fails to take the short code, the deposit amount of H3 shall be forfeited

VIII. Cancellation and Re-auction of Short Code :

If H1,H2 and H3 bidders fails to take the short code, then auction for the said short code is treated as cancelled and the said short code shall be put-up for re-auction in further cycles as per requirement / demand.

- IX.** In case of BSNL is not able to provide the short code due to any reason attributable to BSNL, the one-time registration amount (which is other-wise non-refundable) as well as the deposit amount will be refunded to the bidders.

X. Procedure for submission of documents and payment of Balance Amount :

(a) Submission of documents

The successful bidder shall submit the physical copies of the documents as detailed in eligibility clause to –

Nodal Officer (Short Codes)
O/o Chief General Manager Telecom
Room No. 309, VAS Section
Door Sanchar Bhavan
Nampally Station Road
Abids, Hyderabad – 500 001
Ph No. +91 (40) 2320 3385, +91 (40) 2320 3230
Mail id – vasts2.bsnl@gmail.com

(b) Payment of balance amount

The successful bidder shall pay the balance amount through online mode (NEFT/RTGS).

The Bank Account Details are:

Name of Account	AO CASH BSNL, TSCO COLLECTION ACCOUNT
Account number	05110200001650
MICR code	500012002
IFSC code	BARBOHYDERA

- (c) For any queries or information regarding shortcode e-auction, please email to vasts2.bsnl@gmail.com and contact. +91 (40) 2320 3385, +91 (40) 2320 3230

XI. General Conditions :

- (a) Bidding in the last minutes /seconds should be avoided by the bidders in their own interest. BSNL shall not be responsible for any lapses/failure due to internet or power, etc.,
- (b) The allotment of short code on the basis of e-auction will be done by the Telangana Telecom Circle for three years which can be extended on year-to-year basis on mutually agreed price.

- (c) After allotment of short code by BSNL TS Circle, the Bidder has to pay other charges as applicable at the time of agreement with BSNLCO. The link of Prevailing VAS policy for signing Agreement with BSNL CO is given below, for details click on below link.
(<http://tender.bsnl.co.in/bsnl-tenders/pdf/Policy%20for%20Partnership%20for%20the%20provision%20of%20ValueAdded%20Services%20to%20BSNL%20subscribers%20dated%2028062021.pdf>)
- (d) The Bidders shall have to make their own arrangement directly or through third party to integrate its application/server with BSNL Network for utilizing the short code
- (e) Tariff for sending SMS to a short code shall be applicable as per the Premium SMS plan as per the service
- (f) Customer shall take all necessary measures (including but not limited to changing his/her password from time to time) to protect secrecy of his/her user Id and password and shall not divulge the same to any other person(s). BSNL shall not be held responsible for any loss or damage suffered or incurred by Bidder or any third party due to any wrongful use of Bidder's user Id, account or other personal information by any other person no matter how much loss or damage is caused. Whereas user Id is necessary to access any part of BSNL e-auction website, Bidder shall use only his/her own user Id. Bidder shall be responsible to immediately notify BSNL of any unauthorized use of Bidder's user Id, account, or of any other breach of security known to Customer. Bidder (and not BSNL) shall be responsible for maintaining records relating to Bidder's transactions carried out via the BSNL e-auction website. BSNL shall not be responsible to provide historical data or to assist in providing such information to bidder.
- (g) Availability of the Short code auction shall be subject to change, withdrawal or discontinuance at BSNL's discretion without the need to assign any reason to Bidder and the Bidder is not guaranteed any number selected by him. BSNL reserves the right to (i) reject any bid or (ii) refuse the number selected by Bidder, without assigning any reasons and assuming any liabilities. BSNL hereby expressly disclaims any and all liabilities for any inaccuracy, errors or discrepancies on the BSNL e-auction website in relation to the Short code auction or for rejection of the bid.
- (h) BSNL reserves the right to extend /modify /cancel/ or vary the terms and conditions of the short code auction without assigning any reason thereof.
- (i) BSNL shall under no circumstances be liable or responsible for any loss, injury or damage to Bidder, or any other party whomsoever, arising on account of any transaction contracted via the BSNL e-auction website.
- (j) **Bidder understands and acknowledges that the Short code is**

not permanent in nature and is subject to any change in the National Numbering Plan of the Dept. of Telecommunications (DoT). In the event of any such change in the said numbering plan of DoT, BSNL will have to withdraw the Short code, as may be advised by DoT, and in such event, the BSNL will not be liable for any compensation to the Bidder nor be liable to refund the amount paid by the bidder.

- (k) The short code will be the sole property of BSNL and Bidder who bids the same will be the user only & have no right to sell or re-offer to any agency or any other.
- (l) BSNL reserves the right to initiate civil/criminal proceedings and/or other legal action against the Bidder in case of breach of any of the terms and conditions set forth herein **in addition to cancellation of the short code.**
- (m) This site is developed and managed by BSNL which has the sole discretion in changing the terms from time to time to bear responsibility and is the sole property of the BSNL.
- (n) The amount paid by the Bidder shall not be refunded for disconnection or closure of short code number after allotment
- (o) BSNL reserves the right to accept any of the successful bid or even to reject based on anticipated auction price and may repeat the auction process for particular or a group of short codes numbers.
- (p) BSNL reserves the right to cancel the short code number allotment without assigning any reason.
- (q) The bidder will sign and submit this “terms and conditions” sheet along with the application for **SHORT CODE** for the allotted number **while submitting the requested Bid.**
- (r) In addition to these terms and conditions, Bidder shall be bound by the terms and conditions of other documents, which he signs with regard to the bid for short code auction and the terms of use of the <https://eauction.bsnl.co.in> website. Bidder shall have to carefully read the various terms and conditions and disclaimers posted on the website <https://eauction.bsnl.co.in> and shall be bound by the same.

XII Additional Terms and Conditions :

1. Tariff of Short Code :

- (a) The tariff of short code (i.e. EUP) is fixed at Rs.3/- per MO message. If a mobile subscriber sends a message to the short code then the subscriber will have to pay Rs.3/- per message. However an option is given to the company to pay the balance amount. If the SMS service is offered at discounted rate or free of cost to the subscriber, Illustration as under :

SMS MO Tariff per SMS received by	Cost per MO SMS	Cost per MO SMS paid by the
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BSNL	paid by customer	company
3/-	3/-	0
3/-	2/-	1/-
3/-	1/-	2/-
3/-	0/-	3/-

- (b) In case, if a premium service is being provided by the company and the EUP is more than Rs.3/- per message, then any charges over and above Rs.3/- shall be shared between BSNL and company in the ratio 70% (BSNL):30% (Company) as illustrated below:

EUP	BSNL Rev	Revenue Share* (per message)	
		BSNL (70%)	Company(30%)
4/-	3/-	3+70% of (4-3)= Rs. 3.70	30% of (4-3)= Rs. 0.30
7/-	3/-	3+70% of (7-3)= Rs. 5.80	30% of (7-3)= Rs. 1.2

- (c) For IVR on short Code:

- i. Browsing Charges may not be less than Rs.3/- per minute
- ii. There is an option of Subscription Charges on mutually negotiation basis along with minimum browsing charges as above.

- (d) Revenue Share (after deducting Licence Fee and spectrum Fee) between BSNL and company in the ratio 70% (BSNL): 30% (Company)

- (e) Subscribers will have option to either pay through TOPUP value (after taking second consent through OTP only) or through net banking/credit card/debit card using existing Payment Gateway of BSNL

2. The base price for the short code and EUP shall be reviewed from time to time depending on the market dynamics.
3. Successful bidder may extend the allotted short code services (with or without suffixes digits) to third party with consent of BSNL.
4. Successful bidder shall be bound to integrate the allotted short code (with or without suffixes digits) to any Government entity / PSU Bank whenever it is asked to do so by BSNL

I have read & thoroughly gone through the above terms; conditions & Clauses & I fully agree and abide by the same.

I Agree to the terms and conditions stated above.

Signature of the Authorised Signatory