

CFM Section, BSNL Corporate Office
Room No. 509, 5th Floor,
Bharat Sanchar Bhawan,
Janpath, New Delhi-110001
Ph.No.011-23734077,
Fax : 011-23734078
Email:-dmbfcibsnl@gmail.com



BHARAT SANCHAR NIGAM LIMITED
[A Government of India Enterprise]

No.16-4/2018/CB (Part)

Dated: 11 .07.2019

To

All Chief General Managers
Territorial Circles/ Non-Territorial Circles, BSNL

Sub:- Control of expenditure under the head vehicle running reg.-

Please refer to this office letters even No. dated 14.06.2019 & 27.06.2019, wherein all circles were directed to switch to OLA/UBER taxi services w.e.f 1 July, 2019, wherever OLA/ Uber Services were available. Also, guidelines for hiring of vehicles by BSNL circles were provided.

In this regard, copy of Facilitation Service Agreement dated 16.11.2018 signed by BSNL with M/s ANI Technologies Pvt. Ltd. stylized as "OLA", is attached for your reference and necessary action.

This issues with the approval of Competent Authority.

Encl: Copy of Agreement dt. 16.11.2018 with OLA (13 pages)

(Y.N Singh)
Sr.GM (CFM)



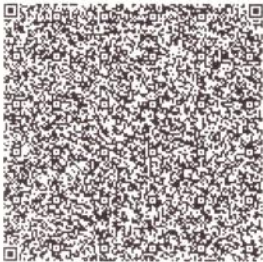
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL04107610176748Q
Certificate Issued Date : 16-Nov-2018 12:23 PM
Account Reference : IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL85900313073810068681Q
Purchased by : BHARAT SANCHAR NIGAM LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : BHARAT SANCHAR NIGAM LIMITED
Second Party : ANI Technologies Private Limited
Stamp Duty Paid By : BHARAT SANCHAR NIGAM LIMITED
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



.....Please write or type below this line.....

FACILITATION SERVICES AGREEMENT

(Contract Agreement No- Dated 16.11.2018)

An Agreement for Hiring of Transport facilitation Services for Bharat Sanchar Nigam Limited (hereinafter called the contract) is made on the 16th November, 2018 between M/s ANI TECHNOLOGIES PRIVATE LIMITED having its registered office situated at Regent Insignia, #414, 3rd Floor, 4th Block, 17th Main, 100 Feet Road, Koramangala, Bangalore - 560 034 through its authorized signatory, Mr. Rahul



Rahul

H. Bains

Rahul

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The cost of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy noticed between the Certificate and Authority.

Mr. Abhinav Kalia (hereinafter called the "Contractor"), (which term shall unless excluded by or repugnant to the subject or context , include its successors and permitted assignees) on the one part and the Bharat Sanchar Nigam Limited, having its registered office & Corporate Office at Harish Chander Mathur Lane, Janpath, New Delhi (hereinafter called the "Company" which term shall unless excluded by or repugnant to the subject or context, include its successors and assignees) on the other part.

Whereas Bharat Sanchar Nigam Limited desirous of awarding a contract for availing the Hiring of Transport facilitation Services, on as and when required on enumerated Rates specified in Annexure-1.

M/s ANI TECHNOLOGIES PRIVATE LIMITED , the Contractor have examined the nature and magnitude of car services and have satisfied themselves by careful examination before submitting its offer as to the nature and magnitude of the service to be rendered, the availability of drivers and cars of required vintage and mechanical condition necessary for rendering the services and have made local and independent enquiries and obtained complete information as to the matter and things or having any connection therein and have considered the nature and extent of all probable and possible situation, delays, hindrances or interference to or with the services to be rendered under the Agreement and have examined and considered all other matters conditions and things and probable and possible contingencies pertaining to all matters incidental thereto and auxiliary thereof affecting the services and have included them while making the offer.

AND WHEREAS

BHARAT SANCHAR NIGAM LIMITED accepted the offer of the contractor for rendering the services of transportation on hire at the rates as stated in the Annexure -I with this contract for hiring of transport services for BSNL on PAN India Basis, need basis, finally approved by BHARAT SANCHAR NIGAM LIMITED upon the terms and subject to the conditions of Agreement/ Contract.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

- i) In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the General Conditions of Contract.
- ii) Annexure(s) of Agreement shall be deemed to form and be read and construed as part of this agreement/ contract and binding on the parties.

In consideration of the payment to be made to the contractor as specified in Annexure-I for the transport services on hire, the contractor hereby covenants with the Company that the Contractor shall duly provide/ render the services of cars on hire at desired place and time shall do and perform all other acts and things mentioned or described in the Agreement or which are to be implied there from or



Abhinav

Abhinav
Contractor
ANI TECHNOLOGIES PVT. LTD.
Corporate Office
Harish Chander Mathur Lane
Janpath, New Delhi
B.S.N.L.

may be necessary for rendering the said services and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the agreement.

In consideration of the due provision execution and completion of the said Services, the Company does hereby agree with the Agreement that the Company will pay to the Contractor the respective amounts for the Services actually rendered by him and approved by the Company at the schedule of rates and such other sum payable to the Contractor under provision of Agreement for in this Agreement/ Contract.

1. DEFINITIONS:

In this contract the following terms shall be interpreted as indicated:

- a) "The Contract" means agreement entered into between Company and Contractor, as recorded in the contract document signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "Company" means **BHARAT SANCHAR NIGAM LIMITED**.
- c) "Contractor" means M/s. **ANI TECHNOLOGIES PRIVATE LIMITED**.
- d) "Services" means the facilitation services to be rendered by the Contractor according to the terms and conditions of the Contract.
- e) All services to be rendered under the contract shall confirm to and comply with all provisions of relevant regulations/ Acts (State Government or Central Government) as may be applicable to the nature of Services rendered and necessary licenses/permissions shall be obtained by the Contractor.

SCHEDULE DETAILING THE TERMS OF WORK WITH RATES THEREOF AND THE CONDITIONS OF CONTRACT ARE AS FOLLOWS: -

2. "Services" shall mean the facilitation services provided by the Contractor to the Company, delivered in the manner set out below:

- 2.1 The employees/staff of the Company who are authorized by the Company to use the Services ("Authorized Users") and whose details are mentioned on the Dashboard, may use the services, "Dashboard" shall mean the electronic interface provide by the Contractor and made accessible to the Company to administer and manage the utilization of the Services by the Company and its Authorized Users.



A handwritten signature in blue ink, appearing to read "A. B. ...".

(Contractor)
(M. L. B. A. T. V. S.)
ANI Technologies (Private) Ltd.
Cy. Director Manager (L.F.C.-I)
ANI Technologies (Private) Limited, 4/ Park
Road, New Delhi

- 2.2 The Contractor shall provide access to the application within the platform to the Company and its Authorized users. The Company shall share the details of the Authorized Users with the Contractor.
- 2.3 The Contractor will enable the Company and its Authorized Users to connect with the Transport Service Providers who are registered on the Platform to list the vehicles offering their transportation services on the platform using the Application ("Transport Services Providers").
- 2.4 The access to the application will enable easier payment and settlement mechanisms between the Company (on behalf of its Authorized Users) and the Transport Services Providers.
- 2.5 The Contractor shall also assist in the creation of a Dashboard and grant access to the Admin's appointed by the Company for the purposes of administering and managing inter alia the Authorized Users, the Usage Limit (i.e. Mutually determined cap on the amount for usage of the Services by the Company/Authorized Users, beyond which limits the Services offered on the Application shall not be available) and matters connection therewith. The details of the Admin's are provided in **Annexure "III"** hereto.
- 2.6 The Company acknowledges that the Services enable or assist it to access the transportation services provided by or to otherwise interact with, third parties, and that it does so solely at its own risk. For clarity, the Parties understand that the Transport Service Providers under this Agreement are third parties.
- 2.7 In addition to the terms of this agreement the Company agrees to be bound by and comply with, and to ensure that its Authorized Users comply with, the terms and conditions and the privacy policy made available on the platform for use of the platform and the Application, as amended from time to time ("Terms of Use") "platform" shall mean the technology platform "Olacabs" available at www.olacabs.com, and the entire back end software designed, developed and controlled by the contractor and used by the company/Authorized Users for availing the services. "Application" shall mean the functionality "Ola Corporate" available on the platform, enabling the offer of services by the contractor to the company.

3. Period of Contract

Under normal circumstances the contract shall be valid for a period of two (2) years from the date of execution of this Agreement (effect from upto). However contract may be extended on the terms and conditions mutually by the Company and the Contractor for a further period of six (6) months at a time and upto a maximum of one (1) year, as may be decided by the Parties after review and performance. At the time of extension after two years, if rates seem higher



Pravin
 (Signature)
 (Stamp)
 By, General Manager (IT/IT)
 ANI TECHNOLOGIES PVT. LTD.
 82, Park Road, Sector 17, New Delhi.

side,BSNL may not extend the contract.

4. Quantity

M/s ANI TECHNOLOGIES PRIVATE LIMITED has to provide transport services on call basis.

5. Notice period

M/s ANI TECHNOLOGIES PRIVATE LIMITED has to provide transport services on call basis within 5 (Five) minutes(approx.).

6. Reporting place

M/s ANI TECHNOLOGIES PRIVATE LIMITED has to provide transport services on call basis.

7. Counting of distance

On actual distance covered by transport service i.e. from pick-up to drop places.

8. Schedule of rates

The schedule of rates is as per Annexure-I of this contract. The Contractor shall be paid as per rate schedule for the actual Services rendered and utilized to the satisfaction of Company.

9. Payment terms

The Company/ BSNL has opted for postpaid Account, the Company may make payments for the payables for the utilization of services of the Transportation Service Providers after the Contractor issues an invoice statement to the Company. Such statements shall be issued by the Contractor on the 1st of the following month, in relation to the Services availed by the Company and the Authorized Users for the preceding month. All statements shall be issued in the electronic format to the email address of the Company under this agreement. The Company must make payments, in arrears, within 25 (Twenty Five) days from the date of receipt such statements (bills) with supporting documents, complete in all respect. Payment shall be effected by credit into the bank account of the contractor through ECS/RTGS as set out in the Annexure "II" hereto or through any other payment options and a failure to make the necessary payments within the said period rights available to the



Al Giner

Al Giner
(Signature)
(M. L. BAIJWA)
General Manager (Operations)
By, General Manager (Operations)
ANI TECHNOLOGIES PVT. LTD.
B-2, Kirti Vihar, New Delhi

contractor may terminate this Agreement and notwithstanding any other rights available to the contractor, the contractor may terminate this Agreement with immediate effect.

10. GST Invoice and Compliance

- 10.1 All the details of the contractor (Name, Address, GSTNIN/unregistered contractor), SAC/HSN code etc.) and other mandatory details shall be mentioned on the invoice.
- 10.2 Invoice/Supplementary invoice /Supplementary invoice/Debit Note/Credit Note/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.
- 10.3 It would be the responsibility of the contractor to declare correct information on invoice and GSTN viz. the amount, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the contractor, the same would be recovered by BSNL from the supplier.
- 10.4 A self-declaration along with evidence that the contractor is not blacklisted by GST authorities. In case contractor gets black listed during the tenure of BSNL contract, then contractor must indemnify BSNL to ensure that no loss of input tax credit is borne by BSNL due to default of contractor.

11 Tax Indemnity Clause:

BSNL has the right to recover Input Tax Credit suffered by it due to any mis-declaration on invoice by the Vendor.

12 Other special conditions of contract

- 12.1 The Company reserves the right to ban business with Contractor for a period of two (2) years in case he fails to honor contract.
- 12.2 In circumstances the running vehicle is involved in an accident resulting in loss or damage to property or life with respect to vehicle driver, passenger or any third party as per the liability under relevant sections of Motor Vehicle Act 1968 and I P C, the company shall have no responsibility whatsoever and will not entertain any claim in this regard under the said provision of the Law.
- 12.3 The Contractor shall on-board only qualified and experienced licensed drivers on its Platform for providing Services to the Company . The Company shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under relevant section under IPC and



Al Baiswa
()
(L. L. BAISSWA)
General Manager ()
By: General Manager ()
BSNL Corporate Office, New Delhi

any loss caused to the Company have to be compensated by contractor.

12.4 Either Party may terminate the contract by giving an advance written notice of one (1) month in case of unforeseen situation(s).

13 TERMINATION OF CONTRACT

13.1 Either Party may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts by giving an advance written notice of one (1) Month to the other Party:-

- (a) If the Contractor fails to provide transport services within the stipulated period (s) specified in the contract.
- (b) If the Contractor fails to perform any other obligation(s) under the contract.

14. TERMINATION FOR INSOLVENCY

The Company may also by giving written notice to the Contractor to terminate the contract if the Contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as the Contractor.

15. FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions. Strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of company as to whether the services have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

16. Indemnification

Contractor agrees to protect, defend, indemnify and hold harmless the Company and its employees, officers, directors, agents or representatives from and against any and all direct and actual liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:

- a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, applicable to such party; 'or'



HBainz

(Signature)
G. L. BAINZ
General Manager (E&T)
D.S.N.L. Corporation, New Delhi

b) Any breach of the terms and conditions in this agreement by the contractor.

The Company will defend, indemnify and hold the Contractor and its successors, directors, officers, employees and agents harmless from and against all third party claims, actions, demands, proceedings, damages, costs (including attorney's fees) and liabilities ("Claims") to the extent that such Claims arise out of or relate to:

- a) Company's breach of its representations and warranties;
- b) Company's breach of intellectual property rights of the Contractor;
- c) Company's breach of data received from the Contractor.

17. Limitation of Liability:

17.1 In no event shall the Contractor be liable to the Company/ Authorised Users for any loss or damage resulting from the services offered by third parties including the Transport Service Providers or due to their failure to provide transportation services to the Company for any reason whatsoever.

17.2 Notwithstanding any other provision contained in this Agreement, the Contractor's total aggregate liability in contract (including in respect of the indemnity), tort (including negligence or breach of statutory duty), restitution or otherwise, arising out of or in connection with the performance or contemplated performance of this Agreement, shall always be limited to the consideration paid to the Contractor under this Agreement for provision of the Services, in the 12 (twelve) month period immediately preceding such act/ omission giving rise to the liability.

17.3 Notwithstanding any other provision of this Agreement, the Parties shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, restitution or otherwise for any consequential, incidental, indirect, special, punitive or other such loss or damage, including but not limited to those such as and/or resulting from loss of profits, loss of business, business interruption, computer failure, loss of business information, depletion of goodwill, loss or corruption of data or information, however arising under this Agreement.

17.4 However this limitation shall not be applicable in following circumstances-
a) the driver(s) is/ are not holding valid driving license, or b) the driver(s) is/ are not following safety & security guidelines or c) the driver(s) is/ are engaged in rash/negligently/ Impetuous driving, which is an offence under any applicable law in force.



Al Baisa
C. L. BAISSA
BY
Dr. General Manager (IT)
ANI Technologies Pvt. Ltd., New Delhi

18 ARBITRATION

18.1 Except as otherwise provided elsewhere in the contract, In the event of any disputes, controversy, or differences arising out of or relating to this agreement, or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every efforts to settle the same amicably with in a period of 60 (sixty) days from the date of making of such request.

18.2 Where parties are unable to settle the disputes through conciliation, the same shall be referee to the authority in BSNL (CMD/CGM/GM as the case may be) for referral of such disputes to a sole arbitrator(chosen form the name(s) provided by BSNL), to be mutually decided by the parties, as per the provision of arbitration and Conciliation Act,1996, any amendment thereof , and any notification issued or rules made there under from time to time .

18.3 The venue of the arbitration proceeding shall be New Delhi/or Circle/SSA HQ(as the case may be)

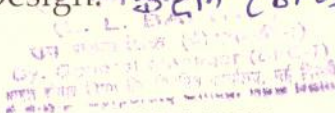
Contractor


Name:- ASHINAV KALIA

Design N.M
OLA CORPORATE

Company
L. L. Baniwa

Name:- L. L. Baniwa

Design: DEM (BFCI)


WITNESS

1 Jasleen Kaur (AM)

2 _____

WITNESS

1 Mahesh Chand Khandelwal
AGM (Budget) BFCI
BSNL GND

2 Manick Chandra Ghosh
AGM (Banking) BSNL CO

Annexure-I
Schedule of rates

SN.	Offerings descriptions	Features	Segment	Seating capacity	Cost
1	Micro	a) AC b) chauffeur c) e-Invoice	Hatch Back- DATSUN GO/etc	4 adults	Rs. 50 base fare Rs. 7.6/Km/Flat & Rs 1/min with NO Peak Price. Pricing (DGS&D GeM rates)
2	Mini	a) AC b) Chauffeur c) e-Invoice d) WiFi auto connect	Hatch Back	4 adults	Rs. 50 base fare Rs. 7.6/Km/Flat & Rs 1/min with NO Peak Price. Pricing (DGS&D GeM rates)
3	Prime Sedan	a) AC b) Chauffeur c) e-Invoice d) WiFi auto connect e) top driver	Sedan	4 adults	Rs. 70 base fare Rs.10.5/Km/Flat & Rs 1/min with NO Peak Price. Pricing (DGS&D GeM rates)

Notes: No cancellation charge, No peak price, Free admin dashboard access real time ERP solution on cloud for booking & ride policies and MIS report.

Handwritten signature
 (C. L. B. ...)
 ...
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Handwritten signature


Annexure "II"

Bank Accounts Details:-
Name: ANI TECHNOLOGIES
Bank Details:

The virtual Account (s) as per the letter enclosed to this contract





0047/2017-2018

1 May, 2017

TO WHOMSOEVER IT MAY CONCERN

It is to certify that M/s ANI TECHNOLOGIES PVT LTD is maintaining a current account with ICICI Bank Ltd. We hereby confirm following details:-

Customer Name:	ANI TECHNOLOGIES PVT LTD
Bank Name:	ICICI Bank Ltd
Account Code:	ICIC0000103 read as (ICIC 4ZEROS 103)
Account No.:	ANI followed by VENDOR no. provided by OLA
Remarks:	For Ex Mr A with a vendor no. XXX1111 will mention the Account No. as ANIXXX1111
Account Type:	Current account

Above mentioned account is virtual account hence cancelled cheque is not available. This letter can be treated as valid proof of account details in lieu of cancelled cheque."

This certificate is issued at the specific request of the customer and has no risk or liability on the part of the bank or any of its signing officials.

ICICI Bank Ltd


Rajnish Singh

Authorized Signatory
Rajnish Singh,
Branch Business Manager,
ICICI Bank Ltd,
Koramangla, Bangalore.
Mobile-8861301837
mail- singh.rajnish@icicibank.com



ICICI Bank Limited
No.5, 80 Feet Road,
Koramangla
7th Block,

Website: www.icicibank.com
CIN: L28240GJ1994PL0021012

Regd. Office: ICICI Bank Tower, Near Chakli Circle,
Old Padra Road, Vadodara,
Gujarat. Pin - 390 007
Corp. Office: ICICI Bank Towers, Bandra-Kurla
Complex, Mumbai 400 051, India

Annexure "III"

Contact Details of Point of Contact

Escalation Email ID- olacorporate.support@olacabs.com

Helpline number- (PRE FIX STD) 011- 33553355

Serious Escalations- +91 9871944992

abhinav.kalia@olacabs.com

