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

**BSNL 3G** )))) **BSNL LIVE**  
Faster than your thoughts 2010

**File No.: 200-23/2008-VAS (pt)**

**Dated: 12-11-2013**

To,

DGM (S&M)-CM)  
Kerala Telecom Circle

**Subject: Signing of Agreement with Mobme under M-Governance policy – reg.**

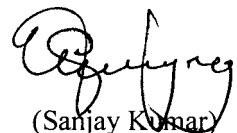
**Ref: your letter MS/VAS-MKTG/15-11/2012-13/22 dated 12-07-2013.**

Kindly refer above mentioned letter wherein clarifications regarding the signing of Agreement with M/s Mobme under M-Governance policy are requested.

With the approval of competent authority following clarification are conveyed:

Sr. No.	Clarification sought by Kerala circle	Clarification proposed by VAS cell
1	Financial conditions and other Terms & conditions to be incorporated in the agreement for providing M-Governance services.	Refer M-governance policy No 200-23/2008-VAS dated 13-04-2010. (Available on Intranet)
2	Amount of PBG to be collected from M/s Mobme.	Refer Letter No 200-23/2008-VAS dated 09.06.2010 & 10.09.2012 (Available on Intranet)
3	Revenue share payable to Mobme.	Refer Letter No 200-23/2008-VAS dated 13-04-2010. (Available on Intranet)
4	List of documents to be submitted by Mobme.	(i) Copy of the Article of Association & Memorandum of Association. (ii) List of Directors including their names(s) and address(es) along with contact telephone numbers, DIN of each director & CIN of the company. (iii) Certified True copy of Board's/ Management's resolution in favor of authorized signatory. (iv) Specimen signature of the authorized official duly attested by Company's/authorized signatory's Banker. (v) Latest audited Annual Report of the company, in case printed copy is not available then copy of the same duly certified by the Company Secretary/ Director/ Managing Director of the company. (vi) Turnover certificate from the company's Auditors/ CA mentioning the field of turnover.

		<p>(vii) An undertaking clearly committing to submit the Bank Guarantee within 15 days of signing of the Agreement as per earlier issued letter No 200-23/2008-VAS dated 09.06.2010 &amp; 10.09.2012</p> <p>(viii) Undertakings, in support of company not having equity stake more than 10% and not being a Licensed Service Provider as required in eligibility conditions in enclosed format.</p> <p>(ix) NDU, duly notarized on non judicial stamp paper of Rs.50/- (NDA format enclosed at Annexure).</p> <p>(x) Details of SMS/Data/3G content based services, including price points, which the company wants to provide on BSNL's network under M-Governance policy.</p> <p>(xi) Contact details i.e. Name, email id, phone no., mobile no., fax no. of a responsible person for liaisoning in this matter.</p>
5	Additional agreement, if any to be signed by Mobme (e.g. Transactional message as per TRAI guidelines).	Refer Letter No 200-23/2008-VAS dated 07-10-2011. (Available on Intranet)

  
 (Sanjay Kumar)  
 DGM (VAS-I)

Copy to,

CGMs, Telecom Circle/District/NTR

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**FORMAT OF THE NON-DISCLOSURE UNDERTAKING**

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

M/s \_\_\_\_\_, a company registered under Companies Act 1956, having its registered office at \_\_\_\_\_ acting through Shri \_\_\_\_\_, the authorized signatory (which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) hereby declare and undertake that we will not divulge any part of this agreement either through oral or written communication or through any mode to anyone.

We further undertake and declare that we shall be responsible for safe custody of the papers/documents including the Agreement proposed to be entered into between M/s BHARAT SANCHAR NIGAM LIMITED and ourselves. We shall ensure all necessary steps to safeguard the privacy and confidentiality of the Agreement and shall use our best endeavours to secure that no person acting on our behalf or ourselves divulge or disclose or use any part of the Agreement without the written consent of M/s BHARAT SANCHAR NIGAM LIMITED.

We further declare and undertake that if we declare not to sign the above Agreement with M/s BHARAT SANCHAR NIGAM LIMITED, we shall return back the copy of the Agreement (in original) back to GM (VAS) acting on behalf of M/s BHARAT SANCHAR NIGAM LIMITED within one month without preserving any copy of the same, in any form, whatsoever.

We further declare and undertake to indemnify M/s BHARAT SANCHAR NIGAM LIMITED for any loss or damage(s) caused to it by virtue of any default from our side in compliance to the aforesaid conditions.

Signed on behalf of M/s \_\_\_\_\_ by Shri \_\_\_\_\_  
(Name and Designation) authorized signatory.