

**AGREEMENT FOR COLLECTION OF TELEPHONE BILLS [B-PHONE]
THROUGH STD/ISDPCO BOOTH & OTHER FRANCHISEES**

Franchisee Code

Designated AO/CC.....

This agreement made this day of Two thousand between the **Chief General Manager, BSNL, Calcutta Telephone District, Kolkata-700001** (which expression shall unless be excluded or repugnant to context includes his successors and assigns) one part and Sri/Smt hereinafter called the Franchisee (which expression shall unless be excluded by or repugnant to context includes his/her successor assigns) on the other part.

Now therefore, this agreement is executed between the Chief General Manager, Calcutta Telephone District, BSNL, Kolkata-1 and the Franchisee on the following terms and conditions.

1. The contract is for implementing the scheme of collection of amount billed in Telephone Bills (except Corporate Bills / Bill bouquet) issued by the Calcutta Telephones, BSNL, through STD/ISDPCO Franchisee/other Franchisee in the jurisdiction of Kolkata Telephones area and subsequent remittance of proceeds thereof to the Calcutta Telephones, BSNL, with supporting documents by the Franchisee.
2. The Franchisee shall accept payment of Telephone Bills (only b-phone) issued by the Calcutta Telephones up to "Due Date" only as printed on each bill.
3. The Franchisee shall hand over the Receipt portion of the Telephone bill to the bearer of the Telephone bill along with one computerized receipt wherein the name of the Franchisee/Booth & shop name/STD/ISDPCO/Tel. No. , customer's telephone No., cheque/DD no., date of collection, bill date, amount and Franchisee Code will be printed.
4. The Franchisee will collect the payment only by Cheque/DD.
5. The Chequ/DD should be A/C Payee & drawn in favour of "**Accounts Officer, BSNL, Calcutta Telephones, Kolkata**"
6. The Franchisee will neither be authorized to make any correction in the bill nor to accept any under payment or over payment against any bill issued by BSNL.
7. A commission of Rs.5/- (Rupees five only) will be paid by the Calcutta Telephones to the Franchisee for each bill. The total amount of commission against collection of telephone bills for one month will be paid through cheque after deduction of TDS as applicable provided there is no outstanding against his telephone number.
8. The Franchisee shall prepare a computerized daily list in triplicate with full particulars as mentioned in (3) above. One copy of the said daily list shall be retained by Franchisee. Soft copy & another two signed copies of the said lists along with vouchers (i.e. counterfoils of the Telephone bills) shall be sent to the Accounts Officer(CC) as will be designated by Calcutta Telephones on next working day within 12-00 hrs. immediately after the date of collection.
9. Calcutta Telephones will not entertain any claim of Franchisee other than the claim for commission as in (7).
10. The Franchisee shall not accept any outstation cheque/DD of outside Kolkata clearing zone for payment of Telephone bill. In the event of cheque/DD amount being a sum of several Telephone bills, the Franchisee shall enter details of each telephone number, bill date, amount covered by the consolidated cheque/DD in the list as in (8).
11. In the event of no transaction taking place in any day, the Franchisee shall send a "nil" statement that no transaction took place on that day.
12. For Computerization of the Scheme of acceptance of collection of Telephone bills, Calcutta Telephones will supply Software Module for collection of telephone bills and same will be handed over to the Franchisee.
13. The Franchisee will arrange installation of a PC, Modem, Printer & UPS etc. at their own cost as per specification issued by Calcutta Telephones. Franchisee should load the Software Module in the PC at their own cost.

14. In case any amount or amounts collected by Franchisee are not remitted by the Franchisee by the next working day to the designated officer, the Franchisee shall be liable to pay the penal interest of 1.5% per month on the amount from the date of collection. For this purpose, part of a month will be taken as one full month.
15. The Franchisee shall take care to avoid any omission/fraud, which may lead to any discrepancy.
16. In cases where a customer furnishes adequate evidence of payment and the payment error is found because of lapse or laxity on behalf of the Franchisee, the Franchisee shall be liable to penalty under clause (14) above.
17. In the event of payment made by the customer through the facility of Franchisee but intimation to the effect is not conveyed by the Franchisee to the concerned Accounts Officer as defined in clause (8) above and consequently, the telephone of the customer is disconnected for nonpayment and the customer approaches the court for wrong disconnection, in such a case, the amount of fine, if any, imposed by the Hon'ble Court and other expenditure involved on legal proceedings will be recoverable from the Franchisee concerned.
18. Franchisee shall not operate any PCO other than that from BSNL nor they will Sale/Canvase/Advertise for any product of Telecommunication Service other than BSNL.
19. Franchisee shall put Sign Board/Glow Sign that they are " Authorized to collect Telephone Bills of BSNL, Calcutta Telephones" at their own cost.
20. This agreement shall initially be implemented for a period of 1 (one) year and performance of the Franchisee shall be reviewed at the end of the year.
21. The agreement is liable to be terminated at any time by BSNL without any prior notice if the Franchisee is found to be guilty of breach of any clause of the agreement.
22. BSNL reserve the right to terminate the agreement at any time without showing any cause thereto.
22. The Franchisee will be legally bound to display the Tariff Chart of BSNL Services/any other advertisement of BSNL which the BSNL authority wants to be displayed in the Booth.

If require, the agreement shall be modified to ensure satisfactory performance, before it is extended further. The CGM/CTD is the final authority to decide any dispute arising between the Franchisee and CTD designated authorities.

Franchisee's signature

For & on behalf of BSNL

Witness :

Name :

Designation :

Occupation :

Address ;

Name :

Designation :

Occupation :

Address :