

**Opportunity to become Overseas e-Distributor of BSNL
for sale of e-Recharge / TOPUP**

1. **PROPOSALS** are invited from interested and eligible companies for Overseas e-Distributorship for selling/ distributing BSNL's e-Recharge / TOPUP **on non-exclusive basis**. The eligible companies can start providing service after entering into an agreement with BSNL. This policy is open for all who meet the eligibility criteria prescribed herein below. Interested & eligible company/Firm may submit proposal on any working day during business hours at the following address:-

**AGM (S&M-CM),
Bharat Sanchar Nigam Limited,
Room No. 219, Second Floor, Eastern Court,
Janpath, New Delhi - 110001.**

2. **PROCESSING FEE** of Rs.5000/- in the form of DD in favour of "**Accounts Officer (Cash), BSNL, New Delhi**", will have to be deposited along with the proposal else the proposal will not be considered. This processing fee is neither transferable nor refundable.
3. On receipt of proposal from eligible company/ firm, BSNL will scrutinize them and convey approval or rejection. Successful Company/ Firm will need to sign an agreement with BSNL, Corporate Office, New Delhi within 30 days of approval.
4. BSNL reserves the right to review the entire policy or any elements thereof based on its business needs any time at its discretion.

5. SERVICE PRFOILE

- 5.1. The Recharge from Overseas primarily envisages a solution, which will allow any individual in foreign country or NRI using an overseas Point of Sale (POS) facility provided by Overseas e-Distributor to re-charge BSNL's GSM prepaid mobile connection. The solution is intended for recharge/ topup of airtime and not transfer of money.
- 5.2. The Overseas e-Distributor to distribute talk time in different countries through various electronic means, passing via NRI Recharge server, will be offered to more than one applicant on non-exclusive basis. The Overseas e-Distributor will pay the discounted price along with Taxes to BSNL.
- 5.3. Overseas e-Distributors are expected to maintain remote server(s) to facilitate management of POS devices and manage accounts between NRIs and itself. Such remote server(s) will have to be integrated with the NRI Recharge server in India for further communication with the concerned IN systems. Such Overseas e-Distributor will have to establish connectivity with the NRI Recharge server in India with required security arrangements like firewall etc. at its own cost. NRI Recharge server provider shall share, free of cost, its APIs with designated Overseas e-Distributor s to facilitate integration of their server.
- 5.4. The Overseas e-Distributor will be required to buy bulk airtime/ talk time from BSNL by paying amount in Indian rupees. Consequently, the authorization of bulk airtime/talk time in favor of such Overseas e-Distributor will be made in the central NRI Recharge server.
- 5.5. For recharging a BSNL mobile number, NRI or any foreigner could approach or contact the nearest POS maintained by the Overseas e-Distributor or log on to website of such Overseas e-Distributor. BSNL will facilitate a link on home page of its website with disclaimer to the effect as defined in clause 6.5. The NRI/ foreigner will pay the required amount to the Overseas e-Distributor in local

currency of that country to buy airtime/ talk time for BSNL Mobile connection in India. The mode of payment to the Overseas e-Distributor could be in cash, credit/ debit card, e-transfer or any other means mutually agreed upon between NRI / foreigner and the Overseas e-Distributor. The Overseas e-Distributor will send request for recharge/ topup through on-line secured electronic means to the central NRI Recharge server giving details of BSNL mobile number to be recharged/ topped up, the amount of recharge/ topup, secured identity of the Overseas e-Distributor etc. Domestic Recharge/ topup will continue with C-Topup system and hence domestic recharge/ topup will not be allowed through NRI Recharge server.

6. AREA OF OPERATION:

The Overseas e-Distributor shall operate in any place outside India where they can distribute either directly to walk in customers or through net or EFTPOS or SMS. In addition, the overseas e-Distributor can sell Recharge/Topup through web channels, phone to phone, and other digital distribution channels (e.g. mobile apps) anywhere in the world. Upfront commission will be given. No other assistance will be provided by BSNL. It will be sole responsibility of the Overseas e-Distributor to sell the product.

7. SCOPE OF WORK:

- 7.1 The Overseas e-Distributor network including remote server & POS with connectivity up to Central NRI Recharge server in India will be provided by the respective Overseas e-Distributor with no cost implications to BSNL.
- 7.2 Reports and Online enquires: The system should provide extensive reports for transactions pertaining to different Overseas e-Distributor, countries, IN systems, Circles, Time Periods, Denominations of Recharge/ Topup, Reconciliation related MIS etc. on all user interfaces. MIS Reports should include:
 - a) MIS Reports for Zonal Head in-charge of the IN system, Circle heads, & Overseas e-Distributor.
 - b) Online enquiries for transactions and balances.
 - c) Customer care enquiries/ complaintsThese are indicative only and not exhaustive
- 7.3 Marketing & Promotion: The facility is expected to prove win-win situation for NRI Recharge Solution Provider, Overseas e-Distributor (s) and also for BSNL. All parties will undertake the Marketing, Advertising and promotion of these services. However, BSNL's effort will be limited to advertisement through its website and other electronic means. Overseas e-Distributor will be responsible to market & promote this facility by various means in the countries of their operation.
- 7.4 The empanelled Overseas e-Distributor shall have to sign Non Disclosure Agreement (NDA), as integral part of agreement with the BSNL.
- 7.5 BSNL shall not be responsible for any fraudulent event between the Overseas e-Distributor & NRI/ foreigner. Any charge back expenses or disputes raised by NRIs shall be borne/ dealt by the concerned Overseas e-Distributor.
- 7.6 Security of data flow between NRI Recharge server & Overseas e-Distributor server, through Firewalls will have to be ensured by both parties. For this, both the concerned parties will have to enter into agreement defining responsibility matrix, NDA and indemnification of BSNL apart from other provisions on procedures and will submit its copy with BSNL before getting clearance from BSNL to integrate the servers & launch the application/ facility.

- 7.7 Overseas e-Distributor shall integrate its system with BSNL's zonal C-topup systems and will ensure security of data link by way of Firewall/ IDS etc. C-Topup vendor will share APIs for the integration purpose.
- 7.8 A secured password based account shall be created for BSNL to facilitate remote login to the server by designated BSNL staff. BSNL shall be permitted to view all reports and track sale and distribution to the EFTPOS terminals/NET/SMS.
- 7.9 The Overseas e-Distributor shall store all records of sale at the Central server for a period of atleast one year to enable tracking of Sale etc by Law enforcement agencies in India.
- 7.10 BSNL may from time to time require the Overseas e-Distributor to carry out customer satisfaction surveys as decided by BSNL, concerned Circle. The cost thereof, if any, will be borne by the Overseas e-Distributor.
- 7.11 BSNL/ its representatives will have unlimited access to the business premises of the Overseas e-Distributor to check, from time to time, Overseas e-Distributor operations, including:
 - i. The process of selling and customer problem resolution,
 - ii. To identify problems and suggest solutions for Overseas e-Distributor to implement remedial measures,
 - iii. Inspect and audit any or all statutory and other books of records and accounts
- 7.12 BSNL shall not be liable for any loss, pilferage or damage to the goods stored and sold at the premises and the merchandise shall be the entire responsibility of the Overseas e-Distributor.

8. ELIGIBILITY REQUIREMENTS:

- 8.1 It should have a minimum annual turnover (audited) of Rupees Three Crores (Indian rupees) or its equivalent in foreign currency, during the last financial year.
- 8.2 It should have a minimum of one year experience of Distribution of talk time (Recharge/ Topup) during last three years through electronic mode in other countries. It should have POS network in any two countries consisting of at least 100 POS in each country.
- 8.3 The Company applying for Overseas e-Distributorship should be a registered & incorporated company in India under the Companies Act, 1956 or an overseas company registered in that country under the Law of the Land.
- 8.4 The Solution Provider should not have any equity stake, or vice versa, in and of any Basic Services/ Cellular Telephony Services/ Internet Services/ UASL/ NLD/ ILD Services operating companies in India or their promoters.
- 8.5 The Solution Provider should not be a Licensed Service Provider to provide Basic Services/ Cellular Telephony Services/ Internet Services/ UASL/ NLD/ ILD Services any where in India.

9. PERFORMANCE BANK GUARANTEE (PBG) of Rs. 1 Lac shall be submitted to BSNL before signing of agreement:

- 9.1 PBG will be for a period of 3½ years from the date of agreement. No interest is payable on performance bank guarantee.
- 9.2 Without prejudice to its right of any other remedies BSNL shall, on failure of the Overseas e-Distributor to provide services under the agreement or in case of breach of any terms & conditions of the agreement by Overseas e-Distributor or on failure of Overseas e-Distributor to start the business within 6 months of signing of agreement or failure of Overseas e-Distributor to achieve minimum committed annual sale of RC, encash/ forfeit the said PBG in part or full.

- 9.3 BSNL reserves the right to deduct any amount of whatsoever due to BSNL against agreement from said PBG. The said PBG shall be discharged by BSNL after successful completion of obligations under agreement.

OR

Security Deposit shall be Rs1,00,000/- (One lac), and will be lodged by the Overseas e-Distributor into the BSNL corporate office nominated bank account in the form of a bank draft / Electronic Mode. The Overseas e-Distributor shall submit Security Deposit for a Period of three & half years for the due fulfillment of the said agreement. Security Deposit shall be refundable in case of successful completion of work during the period of agreement.

10. Documents to be submitted by Overseas e-Distributor:

- 10.1 Demand Draft (DD) of Rs.5000/- in favour of "**Accounts Officer (Cash), BSNL, New Delhi**" from a Nationalized / Scheduled Bank
- 10.2 Contact details i.e. Name, email ID, phone no., mobile no., fax no. of a responsible person for liasoning in this matter
- 10.3 Any other supporting documents as asked for or called for.
- 10.4 The applicant shall furnish following documents or whichever is required as per terms and conditions of this EOI documents for establishing the applicant's eligibility:
- a) Certificate of incorporation under the Law of Land.
 - b) Articles and Memorandum of Association.
 - d) Latest Annual Audited Report
 - e) List of Directors on the Board of the company with their address (es), Contact Telephone Numbers, email ID, etc. duly certified by the Company Secretary. Director Identification Number (DIN) & Company Index Number (CIN) or its equivalent needs to be provided for each of the Directors on board and the Company.
 - f) Board resolution in favor of the Authorized Signatory including attestation of the signatures of the Authorized Signatory by the company's bankers
 - g) Turnover Certificate from the Company's Auditors/CA mentioning the turnover as required by the eligibility criteria.
 - h) Certificate showing the experience as required under the eligibility criteria
 - i) Certificate by the authorized signatory to the effect that eligibility conditions mentioned at para 7 above are fulfilled by them.
 - j) The applicant should also submit:
 - i. The details of existing distribution network in different countries and Plan for expansion in next six months.
 - ii. Details of its distribution network in different countries along with proof/certification from the concerned operator etc., which shall also include the comments about performance of the service.
 - iii. The company should provide the details of existing/ proposed support office in India / Overseas, especially to take care of coordination & complaint etc.

11. SELECTION PROCESS: Overseas e-Distributors will be selected on non-exclusive basis.

- 11.1 The proposals from companies/ firms shall be scrutinized by Sales & Marketing–CM Cell of the BSNL corporate office, New Delhi. Successful firms shall be declared as empanelled in BSNL as Overseas e-Distributor and the Punjab Telecom Circle will be intimated accordingly after agreement.

- 11.2 The empanelled company/firm shall approach S&M Cell of BSNL Corporate Office for signing of agreement. Overseas e-Distributor will have to sign agreement within 30 days from the date of empanelment.
- 11.3 BSNL reserves the right to accept or reject any or all the Overseas e-Distributorship request in part or full, without assigning any reason whatsoever.
- 12. DURATION OF AGREEMENT:** The Overseas e-Distributorship shall initially be for a period of **Thirty six (36) months** from the date of agreement which could be extended for another two years on mutually agreed basis.
- 13. DISCOUNT/COMMISSION:**
- 13.1 Discount/commission will be paid @3% of face value of bulk Recharge/ Topup. All statutory levies, duties, taxes like Service Tax etc. will be payable by Overseas e-Distributor to BSNL.
- 13.2 The commission / discount can be reviewed by BSNL at any time and decision of BSNL in this regard will be final.
- 14. TAX LIABILITY:** Overseas e-Distributors have to bear all applicable taxes as per Central / States/ Local Laws. Service tax on Commission, claimed by Overseas e-Distributor, will be paid by BSNL. Income tax may be deducted at source on Commission paid as per applicable laws.
- 15. EXTENSION:** Overseas e-Distributor shall request the Nodal Circle for extension of its agreement well in advance from the end date of its agreement. The agreement shall be extended for willing Overseas e-Distributors on year-to-year basis for a period of two years by concerned nodal Circle.
- 16. EXIT CLAUSE:** Either party may, by giving 90 days notice in advance to the other party, exit from the agreement and the agreement shall stand terminated on expiry of 90th day from receipt of such notice. In such cases, the PBG shall be returned after deducting any amount whatsoever due to BSNL against the agreement.
- 17. TERMINATION:** This Agreement can be terminated by either of the parties on any of the grounds stated below and in the following manner :
- 17.1 If either Party has investigated the matter comes to conclusion that the other Party has violated any of the clauses of the Agreement which has resulted in or could result in loss to that Party or damage to services being provided by that Party.
- 17.2 The BSNL may also terminate this agreement for any other reason at any time during the term of this agreement by delivering not less than 90 days prior written notice of such termination to the Overseas e-Distributor.
- 17.3 Notwithstanding any provision under the agreement the BSNL reserves the right to terminate their Overseas e-Distributor agreement without assigning any reason what so-ever.
- 17.4 If either Party suffers distress or execution or commits an act of bankruptcy or - insolvency or put into liquidation (otherwise than solely for amalgamation or restriction) or if a receiver is appointed over any part of the party's business or anything analogous to these acts in any jurisdiction then the other party shall have a right to terminate this agreement by written notice forthwith.

- 17.5 In case the Overseas e-Distributor parts with its business including its assets in favour of any 3rd party directly or indirectly, the BSNL will have a right to terminate this agreement forthwith. The exercising of the right of cancellation / termination shall not have the effect of waiving any damages to which the canceling / terminating party might otherwise be entitled to. BSNL will only terminate the agreement under this clause with good reason.

18. INDEMNIFICATION:

- 18.1 The Overseas e-Distributor shall have to agree to sign NDA & also indemnify BSNL, against all type of embezzlement, misappropriation or misapplication of money. BSNL will decide responsibility matrix between Overseas e-Distributor and C-Topup system provider.
- 18.2 Overseas e-Distributor shall treat all verbal and written communication as confidential, lists and circulars which in the opinion of the BSNL are regarded as confidential information and/or trade secrets. The Overseas e-Distributor shall adopt and implement security procedures acceptable to the BSNL for determining the persons to whom such information is authorized to be disclosed based upon such person's need to know the same for the purpose of fulfilling his responsibilities in relation to the Agreement. Confidential and trade secret information shall remain the property of the BSNL and shall be returned to the BSNL upon termination of agreement in the manner prescribed by the BSNL. The Overseas e-Distributor shall undertake and agree not to retain and make any copies of the entrusted confidential information. However it shall not relieve the Overseas e-Distributor from any liability or obligation under the agreement.
- 18.3 Overseas e-Distributor shall agree to protect, defend, indemnify and hold harmless BSNL and its employees, officers, Directors, Agents or representatives from and against any/all liabilities, damages, penalties and cost including legal costs and disbursement arising from or relating to all losses or any claims for damages or any other claims of whatsoever nature which are brought against BSNL by any third party owing to deeds or misdeeds attributable to the Overseas e-Distributor.
- a) Any breach/ any statute or regulation, directive or order or standard from any government body, agency, Telecom Regulator
OR
 - b) Any breach of terms & conditions of the agreement by Overseas e-Distributor
OR
 - c) Any claim or infringement or any copyright or intellectual proprietorship or any other right or any third party by Overseas e-Distributor
OR
 - d) Any claim made by any third party arising out of the use of the services and arising in connection with the content of services or interruption or degradation of services to BSNL's customers caused by Overseas e-Distributor,

BSNL shall be vested with the sole discretion to determine such damages/ claims and have the right to adjust the same from any dues payable to the Overseas e-Distributor.

- 18.4 BSNL shall not be liable to the Overseas e-Distributor or any other party consequent upon termination of the agreement for any reason whatsoever for any claim for loss or profits or for any anticipated booking for BSNL or on

account of any expenditure, investments, leases or any other commitments made by the Overseas e-Distributor in connection with the agreement made in reliance upon or by virtue of the Overseas e-Distributor's appointment under the agreement.

- 18.5 BSNL's acceptance of any transaction from the Overseas e-Distributor after the termination / expiry of the agreement shall not be construed as a renewal or extension of the agreement nor as a waiver of termination.
- 18.6 The liability to insure the stocks in the outlet (s) or in the possession of the Overseas e-Distributor and the liability for any loss or damage due to any fire, burglary, theft, etc. will be that of the Overseas e-Distributor.
- 18.7 Each party's maximum aggregate liability in any twelve (12) month period, other than the obligation to pay amounts when due, arising out of or in connection with this Contract whether in contract, tort or otherwise (including liability for negligence or breach of statutory duty), is fifty thousand US dollars (US\$50,000)
- 18.8 Neither Party shall be liable to the other Party or to any third party for any indirect, incidental, special, or consequential, exemplary or punitive loss or damage (including but not limited to, damages for lost profits, lost revenues, loss of goodwill, loss of data, loss of anticipated savings, loss of customers, interference with business or cost of purchasing replacement services) arising out of the performance or failure to perform under the terms of this agreement, whether or not caused by the acts or omissions or negligence of their employees or agents, regardless of the foreseeability thereof and regardless of whether they have been informed of the possibility or likelihood of such damages. Accept as stated in this agreement.

19. DISPUTE RESOLUTION/ARBITRATION:

- 19.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CMD, BSNL, New Delhi.

or

In case his/her designation is changed or his/her office is abolished, then to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CMD, BSNL.

or

By whatever designation such an officer may be called (hereinafter referred to as the said officer)

and

If the CMD, BSNL or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CMD, BSNL or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.

There will be no objection to any such appointment on the ground that the arbitrator is a BSNL Servant or that he/she has to deal with the matter to which the agreement relates or that in the course of his/her duties as a BSNL servant he/she has expressed his/her views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his/her office or

being unable to act for any reason whatsoever, the CMD, BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left by his/her predecessors.

- 19.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 19.3 The venue of the arbitration proceeding shall be the office of the CMD, BSNL, New Delhi or such other places within the area of operation as the arbitrator may decide.

20. Overseas e-Distributor as INDEPENDENT ENTITY:

- 20.1 The Overseas e-Distributor, its employees, agents and representatives shall provide services as an independent "entity" on an exclusive basis and nothing contained herein shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent between the parties hereto or between BSNL and the Overseas e-Distributor representatives and employees or to provide service with any right, power or authority, or to provide the Overseas e-Distributor with any right, power or authority, whether express or implied to create any such duty or obligation.
- 20.2 The Overseas e-Distributor's personnel, employees, agents or representatives have no authority and/or right to bind BSNL in any manner. It is clarified that the personnel employed by the Overseas e-Distributor shall be the sole employees of the Overseas e-Distributor and BSNL shall have no financial or statutory responsibility towards them.
- 20.3 The Overseas e-Distributor represents and warrants that no officer, director, employee of BSNL or immediate family member thereof ("collectively, BSNL, personnel") has received or will receive anything of value of any kind from the Overseas e-Distributor or its officers, directors, employees or agents in connection with agreement and that no BSNL personnel have a business relationship of any kind with the Overseas e-Distributor or its officers.

21. MISCELLANEOUS:

- 21.1 The Overseas e-Distributor may publish advertisement in newspapers at his own cost with the prior approval from the BSNL for text matter and design.
- 21.2 The terms and conditions may be amended as and when any changes, addition or deletion is required with the consent of both the parties except what is stated herein above.
- 21.3 The Overseas e-Distributor shall make all endeavors to ensure that no fraud of any kind, criminal or otherwise is committed by any agent or staff and shall be responsible for the costs and consequences thereof including litigation losses damages or loss suffered/ to be suffered by BSNL etc.
- 21.4 The Overseas e-Distributor shall carry out its obligation at its own cost and expenses including but not limited to usage of his own space and personnel and no reimbursement whatsoever shall be made by BSNL on any account whatsoever.
- 21.5 The Overseas e-Distributor shall be fully responsible for the employment or payment of wages to its employees and shall fully comply with all laws, rules, regulations, notifications, directions orders etc. of the Govt. whether Central,

State, Local or Municipal relating to such employment, payment of wages etc. and all others matter connected therewith and hereby indemnifies and agrees to continue indemnifying BSNL in this regard.

- 21.6 The Overseas e-Distributor shall perform their duty in strict compliance with all applicable laws in India along with rules and regulation of duly constituted govt. authorities in India and shall obtain all licenses, restrictions or other approval, if any required by laws in India.
- 21.7 In connection with the services to be rendered, Overseas e-Distributor shall undertake, affirm and agree that Overseas e-Distributor has fully authorized to enter into an agreement and subject to obtaining the necessary approval under applicable law, if any, required to perform the obligation according to the stipulated terms.

22. GENERAL PROVISIONS:

- 22.1 **No authority to Commit:** The Overseas e-Distributor, its agents and employees will not be the legal representatives, employees or agents of the BSNL for any purpose and have no right or authority to incur any expenses on behalf of the BSNL or to create, in writing or otherwise, obligations of any kind, express or implied, in the name of or on behalf of BSNL excluding the rights and duties under agreement. The Overseas e-Distributor shall make no representations inconsistent with the foregoing, but so long as agreement remains in force, the Overseas e-Distributor shall be entitled to describe itself as the "Authorized Overseas e-Distributor" of BSNL for the services in the territory.
- 22.2 **Assignment:** Neither party may assign its rights and remedies nor transfer its obligations under this Agreement without prior written consent of the other party, except that either Party may so assign to any of its affiliated or subsidiary companies without such consent. In any event, any assignment or transfer shall not operate to relieve the assigning party of any of its obligations hereunder, nor will any such assignment impose any obligation on the assignee except in the case of an express written assumption by the assignee
- 22.3 **Notices:** Any notice or communication pursuant to agreement shall be deemed duly given or made when they shall have been delivered by hand, first class registered mail or, to the party at the address set forth at the beginning of agreement, or to such other address as shall have been given in writing to the other party.
- 22.4 **Failure to enforce:** The failure of either party to enforce at any time the provisions hereof shall not be construed to be a waiver of such provisions nor a waiver of the right of such party thereafter to enforce each and every such provision.
- 22.5 BSNL reserves the right to accept or reject any proposal or annul the EOI process and reject all proposals, at any time prior to finalization, without assigning any reason, whatsoever and without thereby assigning any liability to the affected EOI participants on the ground of BSNL's action (s).
- 22.6 BSNL reserves the right to black list- an applicant for suitable period (as deemed fit by BSNL), in case it fails to honor its proposal in totality.

- 22.7 BSNL reserves the right to discontinue the commercial provisioning of the services any time in future depending upon its network conditions or market scenario or directives from the regulator/ licensor or due to change in its own license conditions or upon directions from the competent government authorities.

23. Remedies for enforcement:

- 23.1. Nothing shall be construed to restrict the right of the BSNL to institute appropriate proceedings at law and equity to obtain injunction or other relief on account of any default hereunder whether or not the BSNL has exercised its right to terminate the agreement.
- 23.2. The remedies granted to BSNL will be cumulative and are not intended to be exclusive if any, other remedies to which it may be lawfully entitled in case of any breach or threatened breach of the terms and provisions. Failure of BSNL to insist on strict performance of any of terms and provisions of the agreement or to exercise any right or remedy shall not be construed as a waiver of any such rights.

- 24. FORCE MAJEURE:** Without in any way limiting the general limitations of liability contained in the agreement neither party shall be responsible for failure or delay in performance of service hereunder due to any occurrence commonly known as force majeure including without limitation acts of God, any government body (de jure or de facto) or public enemy, acts of war, riots, earthquake, embargoes, strikes or other concerted acts of workmen (whether of the parties or others) casualties, or accidents, and shortage of power, labour or materials, or any other causes, circumstances, or contingencies, whether of a similar or dissimilar nature to the foregoing, beyond the parties' control and which cannot be reasonably forecast or prevented thereby hindering the performance by the parties of any of its obligations.

The parties shall give each other notice in the event of any one or more of the foregoing occurrences. Upon such notice the parties may cancel or delay performance for so long as such performance is prevented or delayed by such occurrence and in such an event neither party shall have any liability to the other.

Covering Letter for Submission

To

**AGM (S&M-CM),
Bharat Sanchar Nigam Limited,
Room No. 219, Second Floor, Eastern Court,,
Janpath, New Delhi - 110001.**

Subject: Proposal for empanelment as Overseas e-Distributor of BSNL

Dear Sir,

With reference to opportunity for Overseas e-Distributorship on the website, I / we hereby submit my / our proposal duly completed along with details called for. All required documents are enclosed herewith and are numbered as per index at Annexure-I.

Thanking you,

Yours sincerely,

Signature

(Name of the authorized signatory)

For & on behalf of

Seal of the Firm/Company/Organization