

BHARAT SANCHAR NIGAM LIMITED
Sales & Marketing-CM

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

No. 30-1/2012-S&M-CM

1. **PROPOSALS** are invited from interested and eligible companies for e-Distributorship for selling/ distributing BSNL's e-Recharge / C-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 agreement with BSNL offices at Circle HQs for the respective zone or Circle 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. SCOPE OF WORK:

- 5.1 To serve BSNL customers through Internet and or through kiosks, ATMs and other electronic retail chains, there is a need to appoint Circle Level / Internet based franchisees to be known as **e-Distributors**.
- 5.2 Distributors in Circle(s) selling products through established retail network/Point of Sales, which may be existing for Banks, Govt/PSU Utility bill payments etc. will be called **Circle level e-Distributors**. They are not to disturb the existing franchisee network of BSNL.
- 5.3 Distributors selling products through Internet or mobile access without using established retail network/ Point of Sales will be called **Internet based e-Distributors**. They shall sell values only through Internet/ mobile access across Pan India, i.e., in all four zones. Grouping of Circles among zones is given at para 9.1.
- 5.4 e-Distributors will sell e-Recharge / C-TOPUP to prepaid and / or postpaid bill payment and/ or other BSNL services/ products etc. as decided by BSNL from time to time, through their own Point Of Sale (POS) using SMS/ INTERNET or any other electronic means.

- 5.5** The e-Distributor shall be responsible for investment in setting up requisite infrastructure viz. outlets, portals, servers, leased connectivity etc. for sale of the services. e-Distributor shall maintain a suitable organization for the marketing & distribution of products & services in the allocated territory. The e-Distributor shall use its best efforts to actively provide effective services to the walk in subscribers of the BSNL and always act in the interest of both the BSNL and its subscribers.
- 5.6** 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.
- 5.7** The reports needed by BSNL for reconciliation and monitoring purpose will have to be developed by both parties and will be validated by BSNL team appointed by the GM (CMTS), Nodal Center before start of actual application.
- 5.8** The EFTPOS terminals at the EFTPOS terminals shall connect to the central server through the PSTN or IP connectivity / Data connectivity / GPRS / CDMA. A Free phone number (Toll free/UAN) shall be allotted to the e-Distributor for this purpose at e-Distributor cost.
- 5.9** 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.
- 5.10** Messaging facility shall be provided between the central server and the EFTPOS terminals wherein BSNL shall be able to pass on marketing related information, special promotional schemes etc to the EFTPOS terminals. The EFTPOS terminals/NET/SMS should be possible to be created in sub-groups area-wise so that it is possible to send messages to a specific sub- group only.
- 5.11** The 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.
- 5.12** BSNL may from time to time (at least once in a quarter) require the e-Distributor to carry out customer satisfaction surveys as decided by BSNL, concerned Circle. The cost thereof, if any, will be borne by the e-Distributor.
- 5.13** BSNL may from time to time provide information, training and assistance relating to the services. The training will be free of cost at a venue/training centre chosen by the BSNL at its discretion. The e-Distributor shall bear all costs relating to including travel, accommodation and subsistence costs of such representatives.
- 5.14** BSNL may provide the marketing material to the e-Distributor. It will not be obligatory and binding on the BSNL to provide all the above material, and will be provided as per availability only.
- 5.15** BSNL/ its representatives will have unlimited access to the business premises of the e-Distributor to check, from time to time, e-Distributor operations, including:

- i. the process of selling and customer problem resolution,
- ii. to identify problems and suggest solutions for e-Distributor to implement remedial measures,
- iii. inspect and audit any or all statutory and other books of records and accounts

5.16 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 e-Distributor.

6. ELIGIBILITY REQUIREMENTS:

6.1 It should be an Indian registered proprietorship firm, partnership firms or company.

6.2 It should have an annual turnover of Rs. 5 crores for Circle Level e-Distributor and Rs. 10 crores for Internet based e-Distributor (All 4 Zones).

6.3 It should have a minimum of one year experience of e-Distributor during last three years OR should have less than one year experience with system / process in place for providing any of the following services :-

- i. The bidder must have experience in distribution of mobile recharge through retail network using electronic system or through retail Point of Sales Terminals in India of any telecom operators.
OR
- ii. Distributing services electronically for banks or any government organization/ PSU/ large retail chains.
OR
- iii. For Internet Option bidder must have experience of business of e-commerce or m-commerce.
OR
- iv. Working e-PIN franchisee of BSNL can also apply for territory up-gradations i.e. from Circle option to Internet Option.
OR
- v. Existing BSNL franchisee can also apply subject to surrendering of its primary franchisee ship from all the locations before signing agreement.

7. LIST OF DOCUMENTS to be submitted as part of the proposal:

- 7.1 Demand Draft (DD) of Rs.5000/- from a Nationalized / Scheduled Bank
- 7.2 Certificate of incorporation/ registration
- 7.3 Copy of Articles & Memorandum of Association or Partnership deed or Proprietorship deed as the case may be
- 7.4 Details of the firm along with a 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.
- 7.5 Board's/ Management's resolution in favour of authorized signatory along with attestation of the signature of the authorized signatory
- 7.6 Documents, an experience certificate or running agreement establishing satisfactory experience from the concerned agency to which the applicant has been providing / is providing the said services
- 7.7 Latest audited/ certified financial statement and annual report of the company/firm in support of the eligibility criteria or a certificate from the statutory auditors of the company to establish required turn over
- 7.8 Attested copy of LST/CST/Service TAX Registration number, if applicable.
- 7.9 Attested copy of PAN/GIR Number
- 7.10 Attested copy of current & valid clearance from Central and State Sales Tax authority if applicable
- 7.11 Latest Income Tax clearance certificate.
- 7.12 Attested copy of filled "Annexure – A" & "Annexure – B"
- 7.13 Contact details i.e. Name, mail id, phone no., mobile no., fax no. of a responsible person for liasoning in this matter
- 7.14 Any other supporting documents as asked for or called for.

Note: All pages of this document duly filled and signed in a token of acceptance of all terms and conditions. It should be ensured that all documents and papers submitted are fully authenticated by the authorized signatory under his signature with official seal wherever applicable.

8. PERFORMANCE BANK GUARANTEE (PBG) to the tune of following amounts shall be taken by BSNL Circle before signing of agreement (not to be submitted to the BSNL corporate office for empanelment):

- i. Circle Level e-Distributor - Rs.1 Lakhs / Circle
- ii. Internet based e-Distributor - Rs.2 Lakhs / Zone

- 8.1 PBG will be for a period of 3½ years from the date of agreement. No interest is payable on performance bank guarantee.
- 8.2 Without prejudice to its right of any other remedies BSNL shall, on failure of the e-Distributor to provide services under the agreement or in case of breach of any terms & conditions of the agreement by e-Distributor or on failure of e-Distributor to start the business within 6 months of signing of agreement or failure of e-Distributor to achieve minimum committed annual sale of RC, encash/ forfeit the said PBG in part or full.
- 8.3 BSNL reserves the right to deduct any amount of whatsoever due to BSNL against agreement from said PBG. The said PBG shall be discharge by BSNL after successful completion of obligations under agreement.

- 9. AREA OF OPERATION:** Circle level e-Distributor will operate within the area of Telecom Circle(s) mentioned in the agreement. The list of Circles is as given below:

Telecom Circle / District & Headquarter		Name of Zone for integration
1	Andaman & Nicobar - Port Blair	East
2	Andhra Pradesh – Hyderabad	South
3	Assam – Guwahati	East
4	Bihar – Patna	East
5	Chennai TD – Chennai	South
6	Chhattisgarh – Raipur	West
7	Gujarat – Ahmedabad	West
8	Haryana – Ambala	North
9	Himachal Pradesh – Shimla	North
10	Jammu & Kashmir – Jammu/Srinagar	North
11	Jharkhand – Ranchi	East
12	Karnataka – Bangaluru	South
13	Kerala – Thiruvananthapuram	South
14	Kolkata TD – Kolkata	East
15	Madhya Pradesh – Bhopal	West
16	Maharashtra – Mumbai	West
17	Northeast Telecom – I – Shillong	East
18	Northeast Telecom - II – Dimapur	East
19	Orissa –Bhubaneswar	East
20	Punjab – Chandigarh	North
21	Rajasthan – Jaipur	North
22	Tamil Nadu – Chennai	South
23	Uttarakhand – Dehradun	North
24	Uttar Pradesh (East) – Lucknow	North
25	Uttar Pradesh (West) – Meerut	North
26	West Bengal – Kolkata	East

- 9.1** Internet based e-Distributor will operate on Pan-India basis but will have to sign agreement in all four zones separately. The value of stock purchase will be utilized within the respective zone. Nodal Circles for signing the zonal agreements are given below:

Internet based e-Distributor on Pan India Basis Nodal Circles for Zonal agreement			
1	Hyderabad	Andhra Pradesh Telecom Circle	South Zone
2	Chandigarh	Punjab Telecom Circle	North Zone
3	Pune	Maharashtra Telecom Circle	West Zone
4	Kolkata	West Bengal Telecom Circle	East Zone

- 10. SELECTION PROCESS:** e-Distributors will be selected on non-exclusive basis.

- 10.1** 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 e-Distributor and the concerned Circle(s) will be intimated accordingly.
- 10.2** The empanelled company/firm shall approach S&M Cell of the concerned Circle for signing of agreement. Agreement for Internet option shall be signed at concerned Nodal Circle level defined in para 9 above.

- 10.3** e-Distributor will have to sign agreement with the respective Circle(s) within 30 days from the date of empanelment on non judicial stamp paper of Rs.100/- to be arranged by e-Distributor
- 10.4** BSNL reserves the right to accept or reject any or all the e-Distributor ship request in part or full, without assigning any reason whatsoever.
- 10.5** The empanelment of the e-Distributorship for BSNL services shall be without prejudice to the right of BSNL to market these services from its existing or outlets including customer service centres. Nothing shall prevent BSNL to work out and introduce in future.
- 11. DURATION OF AGREEMENT:** The e-Distributorship shall initially be for a period of **Thirty Nine (39) months (which includes three months for the preparations for roll out)** from the date of agreement and will be subjected to review of performance as prescribed by BSNL. The e-Distributor will have to achieve minimum 50% of the recharge /topup sale on year to year basis to have continuity for the agreement period of three years.
- 12. ROLL OUT PLAN:** e-Distributor will install its system, will ensure integration with BSNL network elements like C-Topup system etc., and arrange for successful **verification** of provisioning, delivery and charging/reconciliation of recharge/topup transactions within a period of **three months** from the date of signing of agreement. The monitoring of annual performance against the sales target will commence from such date of launch of service.
- 13. SALES TARGET:**
- | | | |
|-----|------------------------------|------------------------------|
| i. | Circle Level e-Distributor | Rs.25 Lakhs / Month / Circle |
| ii. | Internet based e-Distributor | Rs.25 Lakhs / Month / Zone |
- 14. MINIMUM PURCHASE:** In order to avoid frequent and small quantity purchase requisitions from e-Distributors, a minimum order quantity will have to be purchased by e-Distributor and are as given below :
- | | | |
|-----|------------------------------|-------------------|
| i. | Circle Level e-Distributor | Rs.1 lakh /Circle |
| ii. | Internet based e-Distributor | Rs.1 Lakh/Zone |
- Material can be issued to e-Distributor against RTGS / Cheque on realization of Money in BSNL account or against Cash / Draft. The prefer mode for fund transfer for the e-Distributor to get material is RTGS.
- 15. DISCOUNT/COMMISSION:** It will be 85% of Primary Franchisee's Discount/ Commission, payable by BSNL, subject to maximum discount/commission rate of 4.5% of the transacted value.
- 15.1** The commission / discount can be reviewed by BSNL at any time and decision of BSNL in this regard will be final.
- 15.2** Retailers of the e-Distributors may be given free SIMs and the SMS sent to the short code of e-Distributor shall be made free. However, no other concessional tariff or freebies be given.

16. **TAX LIABILITY:** e-Distributors have to bear all applicable taxes as per Central / States/ Local Laws. Service tax on Commission, claimed by e-Distributor, will be paid by BSNL. Income tax may be deducted at source on Commission paid as per applicable rules.
17. **DAMAGES:** Should the e-Distributor fail to achieve the sales targets as specified above in clause 13 & 14, BSNL without prejudice to the other remedies available to it shall be entitled to recover damages, as pre-estimated damages at the rate & circumstances mentioned below:
- I. The imposition of damages will come into force after expiry of rollout period.
 - II. The damages will be calculated as a percentage of the short fall in the achievement of target. These percentages could be as under:
 - a. 0.1% penalty: on short achievement of target from 4 to 6 months.
 - b. 0.2% penalty: on short achievement of target from 7 months onward.Note: CGMs may relax the above damage(s) for exclusive channels of e-Distributors in case of single tie-up. e.g. bank/ Organized Retail Chain/ Service Centre Agents (SCAs) etc.
 - III. The damage(s) as stated above shall be recovered for each failure (para 17(II)) and same shall be set off / adjusted against dues of BSNL or PBG besides any other action/ remedies/ rights of BSNL including the termination of agreement.
18. **CROSS SELLING:** If e-Distributor is found involved in cross selling i.e., selling recharge/ topup in area beyond the authorized area of operation, BSNL may decide to Black-list such e-Distributor.
19. **EXTENSION:** e-Distributor shall request the concerned Circle/ Nodal Circle for extension of its agreement well in advance from the end date of its agreement. The agreement shall be extended for willing e-Distributors on year-to-year basis for a period of two years by concerned Circle/ nodal Circle, subject to condition that
- a. Achievement of the sales targets during previous year &
 - b. e-Distributor has paid applicable penalty in full for short achievements.
20. **MIGRATION:** Existing willing e-PIN franchisees with a circle turnover/business of Rs.50 lacs are allowed to migrate for circle option. PBG may be updated accordingly and new agreement will be signed.
21. **ROLE OF NODAL CIRCLE:** Nodal Circles, as given below, will be overall responsible for signing agreement for Internet based e-Distributor, implementation of the policy for both types of e-Distributors and its success. The work of apportioning the revenue as per recharge by Internet based e-Distributor and transfer of the fund to concern Circles will be responsibility of Nodal Circle:
- | | | |
|------|---|------------|
| i. | Hyderabad (Andhra Pradesh Telecom Circle) | South Zone |
| ii. | Chandigarh (Punjab Telecom Circle) | North Zone |
| iii. | Pune (Maharashtra Telecom Circle) | West Zone |
| iv. | Kolkata (West Bengal Telecom Circle) | East Zone |
22. **EXIT CLAUSE:** Either party may, by giving 60 days notice in advance to the other party, exit from the agreement and the agreement shall stand terminated on expiry of 60th 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.

- 23. TERMINATION:** Agreement with e-Distributors may be terminated under following conditions:
- 23.1 BSNL shall reserve the right to terminate the agreement if e-Distributor is found not working for six consecutive months at any time by giving 30 days notice in writing for performance in obligation under the agreement, failing which the agreement shall stand terminated upon expiry of the 30th day of said notice. The PBG shall be forfeited.
- 23.2 BSNL shall reserve the right to terminate agreement in case it comes to conclusion that the e-Distributor has violated any of the clauses of the agreement which would result in loss to BSNL or damage to services being provided by BSNL. The decision of the BSNL will be final in this regard. The PBG shall be forfeited.
- 23.3 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 then the other party shall have a right to terminate agreement by written notice of 60 days. The PBG shall be forfeited.
- 23.4 BSNL shall also reserve the right to suspend the operations of e-Distributor, at any time, due to change in its own license conditions or upon directions from the competent government authorities. In such a situation, BSNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the agreement will not be a cause or ground for extension of the period of the agreement and suspension period will be taken as period spent. During this period, no charges for use of the facility of the e-Distributor shall be payable by BSNL.
- 23.5 In case the e-Distributor parts with its business including its assets in favour of any 3rd party directly or indirectly, BSNL shall have the right to terminate the agreement. 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.
- 23.6 Unless otherwise agreed in writing by BSNL, any sums payable and which are unpaid on the date of termination shall become due and payable by the e-Distributor. Otherwise e-Distributor shall be liable to pay interest @ 18% p.a. till the said amount is paid to BSNL.
- 23.7 Provisions of the agreement shall, to the extent stated or necessarily implied, survive the termination thereof.
- 23.8 Cancellation or termination or expiry of agreement shall not relieve or release either party from making payments which may be owing to the other party under the terms of the Agreement. However the e-Distributor shall not be entitled to refund from BSNL for the unutilized/unsold PINs/ Recharge / topup value in any circumstances what so ever.
- 23.9 e-Distributor shall at its own expense return to BSNL promptly all information, documentation and materials relating to BSNL services and / or software or any other documents entrusted to the e-Distributor by BSNL

- 23.10 On the termination of the agreement for any cause whatsoever, all rights and privileges granted to the e-Distributor shall immediately stand terminated. e-Distributor shall immediately cease and desist from using the trade name BSNL and any other sign, slogan, symbol or other distinguishing characteristic owned by or associated with BSNL's services.
- 23.11 BSNL shall be entitled to injunctive and equitable relief for any violation of the terms and conditions. e-Distributor shall pay all costs and expenses including reasonable advocate fee borne by the BSNL for enforcing any provision of the agreement. The provisions of this clause shall survive the termination of the agreement.
- 23.12 In the event of termination of agreement consequent upon breach of any of the terms of the agreement or surrender of e-Distributorship at its own will:
- i. damages to the extent of loss determined by BSNL shall be recovered from the e-Distributor in addition to the encashment of Performance Bank Guarantee without prejudice to any other remedies and rights.
 - ii. e-Distributor may be debarred for future dealings with BSNL for e-Distributorship.

24. INDEMNIFICATION:

- 24.1 The 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 e-Distributor and C-Topup system provider.
- 24.2 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 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 e-Distributor shall undertake and agree not to retain and make any copies of the entrusted confidential information. However it shall not relieve the e-Distributor from any liability or obligation under the agreement.
- 24.3 E-Distributor shall agree to protect, defend, indemnify and hold harmless BSNL and its employees, officers, Directors, Agents or representatives from and against any/and 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 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 e-Distributor
OR
 - c) Any claim or infringement or any copyright or intellectual proprietorship or any other right or any thierd party by 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 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 e-Distributor.

- 24.4 BSNL shall not be liable to the 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 e-Distributor in connection with the agreement made in reliance upon or by virtue of the e-Distributor's appointment under the agreement.
- 24.5 BSNL's acceptance of any transaction from the eDistributor 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.
- 24.6 The liability to insure the stocks in the outlet (s) or in the possession of the e-Distributor and the liability for any loss or damage due to any fire, burglary, theft, etc. will be that of the e-Distributor.
25. **DISPUTE RESOLUTION/ARBITRATION:** All disputes arising out of e-Distributorship for sales and the BSNL on the other part shall be decided by arbitration through an arbitrator to be appointed by the BSNL as per existing orders on the subject.

Any question, dispute or differences arising out of or in connection with agreement or breach, termination or validity hereof, shall be first endeavored to be settled through bipartite discussion or negotiations between the parties. If the dispute cannot be amicably settled either party, as soon as practicable, but not earlier than three months after a request to settle the dispute amicably has been made to the other party, give to the other party note in writing or existence of such question, dispute or difference, specifying the nature and the point at issue, and the same shall be finally settled by Arbitration conducted in accordance with The Arbitration and Conciliation Act 1996 any modifications or reenactments thereto and relevant laws and regulations in force at that time in India. All such disputes and differences which may arise between the parties hereto as to the meaning, construction or effect of any of the terms and provisions of agreement or as to the right or claim of either party under agreement shall be referred to the sole arbitration of the Chief General Manager of the concerned telecom Circle or his nominee including any officer of Bharat Sanchar Nigam Limited (BSNL) nominated by him and the e-Distributor shall not raise any objection to such arbitration on the ground that the arbitrator is an officer of Bharat Sanchar Nigam Limited (BSNL) and as such is an interested party or that the Arbitrator so appointed has earlier dealt with the subject matter of agreement. Any order / Directions / Awards of the Arbitrator shall be final and binding on both the parties. The arbitration proceedings shall take place in New Delhi or at a place within the area of Operation and will be governed by the provisions of The Arbitration and Conciliation Act 1996 or of any statutory amendment thereto or any reenactment thereof for the time being in force. The Arbitrator so appointed

shall pass a speaking award. In case of any dispute, the Court having the territorial jurisdiction shall adjudicate the matter.

26. e-DISTRIBUTOR AS INDEPENDENT ENTITY:

- 26.1 The 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 e-Distributor representatives and employees or to provide service with any right, power or authority, or to provide the e-Distributor with any right, power or authority, whether express or implied to create any such duty or obligation.
- 26.2 The 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 e-Distributor shall be the sole employees of the e-Distributor and BSNL shall have no financial or statutory responsibility towards them.
- 26.3 The 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 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 e-Distributor or its officers.

27. MISCELLANEOUS:

- 27.1 The e-Distributor may publish advertisement in newspapers at his own cost with the prior approval from the BSNL for text matter and design.
- 27.2 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.
- 27.3 The 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.
- 27.4 The 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.
- 27.5 The 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.
- 27.6 The 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.
- 27.7 In connection with the services to be rendered, e-Distributor shall undertake, affirm and agree that 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.

28. GENERAL PROVISIONS:

- 28.1 **No authority to Commit:** The 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 e-Distributor shall make no representations inconsistent with the foregoing, but so long as agreement remains in force, the e-Distributor shall be entitled to describe itself as the "Authorized e-Distributor" of BSNL for the services in the territory.
- 28.2 **Assignment:** e-Distributor shall not assign its rights and remedies nor transfer its obligations under agreement without prior written consent of BSNL 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.
- 28.3 **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.
- 28.4 **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.
- 28.5 **Remedies for enforcement:**
- i. 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.
 - ii. 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.

29. **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 e-Distributor of BSNL

Dear Sir,

With reference to opportunity for e-Distributor ship 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-A.

Thanking you,

Yours sincerely,

Signature

(Name of the authorized signatory)

For & on behalf of

Seal of the Firm/Company/Organization

FORMAT OF THE UNDERTAKING

M/s _____, a company registered under the Companies Act 1956, having its registered office at _____ have applied for empanelment of BSNL e-Distributor as Circle Level e-Distributor / Internet based e-Distributor (Zonal) hereby declare and undertake that:

- We are not having any primary franchisee-ship in any BSNL Telecom circle.

or

- Presently, we are having BSNL Primary Franchisee-ships in _____ SSAs in _____ Telecom Circles and these Primary Franchisee-ships will be surrendered before signing of agreement as e-Distributor.

The information given by me / us, as above is true to the best of my knowledge & belief. We also undertake that if at any stage above information is found false, BSNL will be free to take any action as deemed fit without any prior intimation including termination of agreements and forfeiture of PBG.

Signed on behalf of M/s _____
by Mr. _____

(Name and Designation)
Authorized signatory

Annexure - B**Particulars about territory of operation for BSNL e-Distributorship**

1. Name of the applicant / firm / Organization
2. Registered Address / Office Address
Mobile No.(s) Telephone No. (s)
E-mail (s)
3. Status of the applicant / organization (Tick the relevant one)
 - i. Proprietorship
 - ii. Partnership
 - iii. Private Limited
 - iv. Public Limited
4. Indicate territory of operation : (write Yes or No in the table)
 - a) **Internet Based e-Distributor Pan India**
 - b) **Circle/ circles applied for Circle level e-Distributor**

Name of the Telecom Circle applied for		Yes / No
a.1	Internet based e-Distributor on Pan India Basis (all four zones)	
b.1	Andaman & Nicobar - Port Blair	
b.2	Andhra Pradesh - Hyderabad	
b.3	Assam - Guwahati	
b.4	Bihar - Patna	
b.5	Chennai TD – Chennai	
b.6	Chhattisgarh – Raipur	
b.7	Gujarat – Ahmedabad	
b.8	Haryana – Ambala	
b.9	Himachal Pradesh - Shimla	
b.10	Jammu & Kashmir – Jammu/Srinagar	
b.11	Jharkhand - Ranchi	
b.12	Karnataka - Bangaluru	
b.13	Kerala - Thiruvananthapuram	
b.14	Kolkata TD - Kolkata	
b.15	Madhya Pradesh - Bhopal	
b.16	Maharashtra - Mumbai	
b.17	Northeast Telecom – I - Shillong	
b.18	Northeast Telecom - II - Dimapur	
b.19	Orissa -Bhubaneswar	
b.20	Punjab - Chandigarh	
b.21	Rajasthan - Jaipur	
b.22	Tamil Nadu - Chennai	
b.23	Uttarakhand - Dehradun	
b.24	Uttar Pradesh (East) - Lucknow	
b.25	Uttar Pradesh (West) - Meerut	
b.26	West Bengal - Kolkata	