



भारत संचार निगम लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

MVT Branch, Corporate Office, 8th Floor, Bharat Sanchar Bhavan
Janpath, New Delhi –110001

No: 11-1/2008-MVT

Dated 21st Oct'2008

To


**All CGMs, BSNL Telecom Circles, Chennai Telephones & Kolkata Telephones
All CGMs, BSNL Telecom Projects, Telecom Regions & Telecom Factories,
The CGMs, BSNL T&D Circle / QA Circle / DNW / NCES/ Telecom Stores,
The CGMs, BSNL BRBRAITT / ALTTC / NATFM.**

Sub: Introduction of Smart card "XtraPower" issued by M/S Indian Oil Corporation Ltd. in all BSNL units for cashless purchase of Diesel /Petrol etc. with immediate effect.

In accordance with the Agreement executed recently by BSNL & IOC Ltd on the above subject, M/S IOC Ltd. will issue Corporate Smart Cards "XtraPower" as per card Programme indicated in **Annexure-I** to all BSNL Units for purchase of Diesel / Petrol for running DG Sets, vehicles etc from their designated Retail Outlets. The Circles/SSAs will assess the requirement of cards in all their units and may place a supply order on IOC Ltd. for the same. The card fee will be Rs.100/ (one hundred) per card and the validity of the card is for three years from the date of issue. The Scheme will be operational immediately and will be for Six months. It may be extended further based on the experience of field units.

The **Pay & Accounts Officer of each Circle/SSA/Unit** will hold the **Master Card** and will arrange to issue **user cards** to their intending units based on bonafide requirement for purchase of Diesel/Petrol etc. for vehicles / DG Sets. The daily transaction limit as well as weekly/ monthly transaction limit will be fixed and controlled by him thro' **Web based user ID/Password**'. He will also authorise his bank the weekly charging of cash upto the permitted limit on the Master card by depositing the amount by cheque or use RTGS as per details shown in **Annexure-II** and also allocate thro' web the transaction limit for each of his user card holder. The user card authentication for transaction will be controlled by a four digit PIN which will be held confidential by the authorised card holder. He will be responsible for any unauthorized use of the card. The Charge slip for every transaction he makes should be obtained by him which will be the basic voucher for accounting.

M/S IOC Ltd. allows rebate or discount on fuel purchase which will be reflected in their monthly statement of transactions. The centralized MIS information can be accessed by the Master card holder. Help on issue and usage of these cards can be obtained by visiting **www.iocxtrapower.com** and check for the nearest contact information in **"CONTACT US" Menu** option. A copy of the Agreement and Annexure-I & II on the Fleet Card Program and the Nomenclature of the card is enclosed for kind information & guidance.


(S. Rajendran)
Dy. GM (MVT)

Copy to all as per Mailing List

CARD PROGRAM

1. XTRAPOW is one-of-a-kind card program of Indian Oil, which gives you XTRA convenience, XTRA security and XTRA opportunity for cashless transaction and as well earn rewards. It is a tailor-made program for Owners, Operators & Corporates as well.
2. With XTRAPOW Card have an easy, convenient and rewarding way to draw fuel lubricants and monitor their consumption in DG Sets, Vehicles etc.. It facilitates cashless fuel purchase and gives you systematic record of transactions through the card. It is a powerful and unique management tool for an efficient and cost-conscious Corporates and individuals.
3. Once enrolled, the owner is assigned a Control Card with Control PIN and "XTRAPOW" smart card for every user enrolled under the program. Web login User ID and Password would also be assigned to enable you to log on to our dedicated web-site www.iocxtrapower.com. **The Nomenclature and the pre-payment system of XTRAPOW smart card is personalized with details like Card Number, Customer Name, Name as on card and Expiry Date is indicated in Annexure-II.**
4. **Your XTRAPOW card is prepaid and you may have to pre-load as per payment system indicated in Annexure-II either by depositing the desired amount in Cash Management System (CMS) by Cheque to be deposited at local HDFCs' Branch or give RTGS instructions to your Bankers on weekly basis as much money as permissible through your bank within prescribed limit.**
5. The XTRAPOW cards are accepted at designated Retail Outlets of IndianOil, where "Quality & Quantity" of fuels is assured. Every time you need to tank up fuel, drive into one of these IndianOil Retail Outlets and use the card to purchase Auto fuel and lubricants.
6. XTRAPOW gives you full control on the amount you load on your prepaid cards from wherever you are. For example, you can make payments in Mumbai and reload your Cards in Chennai.
7. For every transaction, charge slip would be printed (shown alongside) for your records. This slip will indicate the date, time and location of the transaction, card number, product purchased, value of purchase, card balance after transaction and odometer reading of the vehicle (if provided by the driver) etc. One copy of the transaction slip is given to the user / driver of the vehicle. With the help of these slips you can keep track of your auto fuel/ lubes expenses.
8. You can keep track of your card usage by logging on to IOC website www.iocxtrapower.com. As XTRAPOW member you can view the tracking report for your vehicles also as well as transactions made on each of your cards for any period.

9. In addition to the key benefits, XTRAPOWER provides you with value-added benefit of discounts on vehicle related products e.g. Tyres, spares, services etc. through alliance partnerships developed with various manufacturers. (Currently available on JK Tyres only)
10. XTRAPOWER card members will enjoy the power of IndianOil's nation-wide network of retail sales points, supported by IndianOil's team of Sales Officers and Managers.
11. XTRAPOWER program offers card-insert based basic vehicle tracking at no extra cost.
12. The members would receive consolidated monthly statement detailing fuel/lubes purchases by each user, XTRA Points earned etc. If the driver has provided the odometer reading of the vehicle at the time of transaction, the Card member can also ascertain the mileage performance of the vehicle (if needed).

Contact Information:

Please visit web-site www.iocxtrapower.com and check for your nearest contact in “CONTACT US” Menu option.

Customer Helpline No : 1800-425-5599

XTRAPOWER Website : www.iocxtrapower.com

Nomenclature

Customer Name : BSNL NN XXXX

Name as on card : BSNL NN XXXX

Card number : CO BNNXXXXnnn

B BSNL

NN Circle (Short name for the circle which shall be as per the national numbering plan of DOT)

XXXX SSA/Unit name / LDCA /SDCA (Initials of the same)

nnn Card serial number in three digits within particular Customer ID

Payment Systems

Payment to be made by **Pay and Accounts Officer** (LDCA/UNIT/SDCA)

Payment can be made by;

- i) **Cheque** to be deposited at local **HDFCs CMS Branch**
- ii) **RTGS** instructions to your Bankers

BSNL Customers to register for above services with IOCL. In case RTGS/Net Payment is desired, IOC would provide a unique virtual bank account number to each **BSNL XTRAPOWERS Customer ID. Customer to make payment through Net/ RTGS in their particular Virtual bank account Numbers only.**



General Stamp Office, Mumbai.
 महाराष्ट्र MAHARASHTRA

4 OCT 2008

PROFESSOR

श्री. डॉ. राजेश हरिवर पोंगळे
 BK 125087
 15 OCT 2008
 India
 Oil Corp. Ltd.
 13861

AGREEMENT

This Agreement made this 20th day of October 2008, Two Thousand Eight between M/s Indian Oil Corporation Ltd. (MD), a Company incorporated under the Companies Act, 1956, having its Registered Office at G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai - 400 051 (hereinafter referred to as "IOCL" which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns)

AND

Bharat Sanchar Nigam Ltd., a company Registered under Companies Act, 1956, having its Registered Office at Bharat Sanchar Bhawan, Jan path, New Delhi-1 and Telecom Circles and units at various locations across India (hereinafter called BSNL which expression shall unless excluded by or repugnant to the context will mean and include its successors and assigns).

WHEREAS IOCL is engaged in the Marketing of Petroleum Products and in Retailing of automotive fuels apart from other areas of business. It is also running a Smart Card Program "XTRAPOWER".

WHEREAS BSNL is a telecom Service Provider and provides various telecom services vis-à-vis Basic and Mobile service & operation.

WHEREAS IOCL and BSNL are interested in entering into an Agreement whereby the fuel (HSD) requirement of BSNL is met through the Fleet Card Program of IOCL. The terms and conditions of the said Fleet Card Program, mentioned in "Annexure I" to this Agreement are applicable to this Agreement, except such conditions that are specifically exempted hereunder.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:

1. VALIDITY PERIOD

This Agreement shall remain in force for a period of six months with effect from Oct' 2008 unless terminated by either Party as per Clause No 6. This Agreement may be renewed subsequently on mutually agreed terms and conditions as may be agreed between Parties thereof.

2. MODALITY

2.1. The fuel (HSD) purchase would be routed through the Smart Card Program being run by IndianOil as XTRAPOWER Fleet Card.

2.1.1. BSNL will facilitate enrolment of all its Circle offices into IOCL's Fleet Card program at applicable fee of Rs.100/- per card valid for three years.

2.1.2. IOCL will issue Smart-card to the different locations of BSNL

2.1.3. BSNL would use IndianOil's Fleet Card for purchase of fuel through various Retail Outlets of IndianOil where IOCL has the card reader terminal.

2.1.4. IOCL would provide the information/reports based on card swipes at different outlets.

2.1.5. The usage of such cards would be governed by the terms and conditions of the program, which may be amended on mutual consent of the parties. The present terms and conditions are as per Annexure-I which shall form integral part of Agreement.

2.1.6. IOCL would provide the information about the purchase of fuel through each card facilitated by BSNL.



2.1.7. For all the sales transaction 0.3% of the sale value would be payable as Loyalty rewards and the same would get credited into the BSNL's central account at the time of transaction. However, the value of this reward may undergo a change depending upon the market conditions.

2.1.8. IOCL would allow automatic redemption of reward points by monthly adjustment against fuel purchase by use of IOCL's Fleet Card

3. FORCE MAJEURE

Neither IOCL nor BSNL shall, in any way, be held liable for non-performance either in whole or in part of this Agreement or for any delay in the performance thereof in consequence of any strike, lock outs, interruptions of telephone lines, or decrees of any Government or Governmental authority, revolutions, wars, acts of enemies, riots, natural calamities, embargoes or other import restrictions, break down of or injury to any facilities used for the production, transportation, receiving, manufacturing, handling or delivery of the products or by any act whether or not of same class or kind as those set forth above not within the control of both the parties so far as both the parties i.e. IOCL and BSNL are concerned. If any of the above conditions commence to exist, the affected party shall communicate to the other party by notice in writing the fact and estimated effect of such existence and the probable period during which such conditions are expected to prevail. Such notice with necessary evidence, that the obligation under this Agreement is thereby affected or prevented or delayed, should be sent within 14 days from the happening of the event and in case it is not possible to serve notice within the said 14 days period then within the shortest possible period without delay.

During the existence of any of the above conditions, IOCL shall be excused from delivering the products to BSNL locations and they shall be at liberty to purchase the product elsewhere to that extent during such period but shall again resume off take from IOCL, on receipt of IOCL's Notice of readiness to resume performance. Similarly, BSNL shall be excused from receiving the supplies from IOCL during the period BSNL is prevented from accepting the supplies, but IOCL shall again resume supplies as soon as force majeure event removed and on readiness of BSNL to resume acceptance.

As soon as the clause of Force Majeure has been removed, the Party whose ability to perform its obligations has been affected shall notify the other of such cessation and inform the other party through such notice the actual delay incurred in such affected activity. Any such event which is Force Majeure wherever it occurs, provided that it prevents, affects or delays the Parties in performing contractual obligations will justify the affected Party's claim of Force Majeure.



4. CONFIDENTIALITY:

- 4.1 For the purpose of this Agreement, "Confidential Information" shall mean all information relating to the Agreement whether technical or commercial, including without limitation all specifications, drawings, designs and computer software or other information disclosed or otherwise acquired by the parties which is in a tangible, oral or visible form and clearly marked or designated in writing by the disclosing party as being confidential.
- 4.2 Each party shall protect against unauthorised disclosure of the Confidential Information of the other party by using the same degree of care (being at least a reasonable degree of care) as it takes to preserve and safeguard its own confidential information of a similar nature. The disclosing party warrants that it has the right to disclose the Confidential Information it releases to the other party pursuant to this Agreement.

5. NOTICE

Any notice / correspondence required to be given pursuant to this Agreement shall be deemed to have been given when delivered by hand or registered post or speed post or fax to the other Party at the following address or such addresses otherwise advised by the Parties:

IOCL

Indian Oil Corporation Limited (Marketing Division)
G-9, Ali Yavar Jung Marg
Bandra-East, Mumbai – 400 051
Maharashtra

And

Bharat Sanchar Nigam Ltd.(Maintenance Services),
Bharat Sanchar Bhawan,
Jan path,
New Delhi-110001

6. TERMINATION

- a). This Agreement can be terminated by either party to this Agreement without assigning any reason with clear 30 days advance notice in writing. Upon expiration of any such notice, this Agreement shall stand terminated and revoked but without



prejudice to the rights of either Party against the Other in respect of any matter or thing antecedent to such termination provided that nothing contained in this clause shall prejudice the rights of Parties to terminate this Agreement earlier on the happening of the events mentioned in clause 6 (b) or (c) of this Agreement.

- (b) In case there is default in performance or observance of in any term, conditions of the Agreement herein specified to be performed or observed by the defaulting Party, and such defaulting party shall fail to remedy such faults or breach within 30 days (Thirty days) after the service of notice in writing regarding such default and demand that the same shall be remedied by the other party, this Agreement shall come to an end forthwith.
- (c) Notwithstanding anything to the contrary herein contained, Parties shall be at liberty to terminate this Agreement forthwith any time after the happening of the following event:

Upon Liquidation/ take over, whether voluntary or otherwise or the passing of an effective resolution for winding up of any of the parties.

7. **DISPUTES / ARBITRATION**

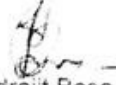
In the event of any disputes, controversies or claims arising out of or in connection with this Agreement or breach, termination or invalidity thereof the parties shall at first instance endeavour to amicably resolve / reconcile by mutual discussion / reconciliation in good faith. If the dispute, difference, controversies / differences of opinion, breaches and violation arising from or related to the agreement cannot be resolved within 60 (sixty) days of commencement of reconciliations / discussions, in such case, the same shall be finally referred by either party to the arbitration to one of the Arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this Clause. The award of the Arbitrator shall be binding upon both the Parties, provided, however, any Party aggrieved by such award may make a further reference for setting aside on revision of award to the Law Secretary, Department of Legal Affairs, Ministry of Law & justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The Parties in the dispute will share equally the cost of arbitration as intimated by the Arbitrator. Venue of the arbitration shall be Delhi.

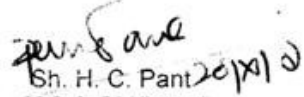


JURISDICTION

The Parties hereby agree that the Court at Delhi alone shall have jurisdiction in respect of any thing arising under this Agreement.

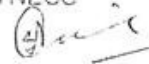
In witness where of, the parties here to have executed the agreement at Delhi as of the date first above written.



Sh. Indrajit Bose
Dy General Manager (RS)
For and on behalf of


Sh. H. C. Pant
CS & GM(Legal)
For and on behalf of

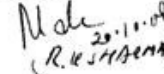
Indian Oil Corporation Ltd. (Marketing Division) G-9, Ali Yavar Jung Marg Bandra-East, Mumbai - 400 051 Maharashtra	Bharat Sanchar Nigam Ltd., (Maintenance Services) Bharat Sanchar Bhawan, Jan path, New Delhi-110001
---	---

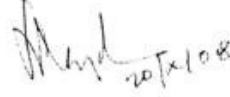
WITNESS

1. 
(S. K. Sarda, Mgr (RS), ITO)

2. 
(S. L. GUPTA)
Sr. Mgrs (FRO)
DSO

WITNESS

1. 
20.11.08
(R. K. Sarda, Mgr (RS), BSNL CO.)

2. 
20.11.08
(S. Rajendran), Dy. Gen (MRT)
BSNL CO.