



# भारत संचार निगम लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

O/o. Deputy General Manager, CP MM &BP,

Central MM Cell, Chennai Telephones

No:99, Jawaharlal Nehru Road, KK Nagar, Chennai -600078

## Expression of Interest

for

Franchisee-ship of sale of BSNL Products and Provision of Services to BSNL  
in CHTD Porur /Thiruvanmiyur/Mylapore/St Thomas Mount/ Flower Bazaar/ KK Nagar Areas.

EOI No: GM(S&M) / EOI / 2024-25 / 01

Dated at Chennai, the 27<sup>TH</sup> JULY 2024

Signature of Bidder.....

Name of Bidder.....

Name of the franchisee area for which EOI is being submitted .....

Code of the franchisee area for which EOI is being submitted .....

Last date of submission: 16.08.2024 , 15.00 hrs

Date of opening of Bid: 17.08.2024 , 15.00 hrs

Signature and Seal of issuing authority.....

### CHECK LIST FOR BIDDERS / APPLICANTS.

1. The Bidder should ensure that all documents and papers submitted in this EOI are fully authenticated by the authorized signatory under his signature with official seal wherever applicable.
2. The following documents form part of the EOI and should be submitted with EOI:

S. No.	Documents to be submitted	Documents submitted	
		Y / N	Page No. at which Document Attached
1	All pages of this EOI document, duly signed by the authorized signatory in a token of acceptance of all terms and conditions by the bidder. Any other document submitted by the bidder should also be signed by the authorized signatory.		
2.	Duly filled application form for individuals/companies/firms (Section-C, Annexure-B,F,G,H,I,K,L & M).		
3	If EOI document is downloaded from Internet, a DD of Rs 1180/-(including GST) as cost of the bid document from a Nationalized / Scheduled Bank should be attached.		
4.	General Power of attorney in favour of the signatory signing the EOI documents. It is not required in case of proprietary/partnership firm if the proprietor/partnership himself signs the documents.		
5.	Attested copy of Article or Memorandum of Association or partnership deed or proprietorship registration as the case may be.		
6.	Attested copy of GST Registration number is mandatory		
7.	Attested copy of PAN/GIR Number/TAN.		
8.	An undertaking that Bidder is not black-listed for Telecom business by any Central/State Governments/ PSUs in India and by GST authorities at the time of submission of bid.		
9.	Bank guarantee towards EMD / Bid security issued from a nationalized / Schedule bank on non-judicial stamp paper of Rs.200/- (Format enclosed Annexure B) and valid for 180 days from the date of opening of EOI.		
10	Attested copy from CA of turn over details for the year FY 2022-23(P&L Account) Turnover certificate item wise.		
11(a) 11(b) 11(c) 11(d)	<ul style="list-style-type: none"> <li>• Certificates for experience in dealing with telecom or FMCG or Electronic/Electrical goods as per the Eligibility requirements for BSNL Franchisee-ship for each franchisee territory in Section A of EOI as on the date of opening of EOI with duly attested supporting documents.</li> <li>• Experience cum Performance Certificate for BSNL experienced bidders (Annex –O)</li> <li>• Documents to support proof of distributors/dealership/franchisee-ship with private telecom operators as mentioned in section C under 'Detailed Terms &amp; Condition of EOI' clause II in page 30</li> <li>• List of retailers for verifying established retail chain.</li> </ul>		
12.	Proof of ownership/rent-deed/supportive documents (acceptance from the owner), showing the clear title to the office space. The office space is to be ensured within 15 days of LOI (Letter of Intent) for Franchisee ship.		
13	Scanned copy of audited financial statement and IT for FY 2022-23		
14.	Any other supporting documents as asked for or called for.		
15.	Proof of educational qualifications of authorized signatory		
16	No close relative certificate (Annexure L)		

3. Every additional document submitted and every page of the EOI document shall be duly signed by the authorized signatory as a token of compliance and acceptance to all terms and conditions.
4. Separate EOI form for each area should be submitted, if bidder wants to apply for more than one Franchisee Area if eligible.

## Bharat Sanchar Nigam Limited

O/o AGM(MM&TENDER)

FOURTH FLOOR,K.K.NAGAR EXCHANGE BUILDING

CHENNAI-600078

Details of the Franchisee area for which the franchisee ship is applied

*(To be filled by the applicant)*

Name of the OA	Name of the franchisee area	Territory Code	Class of territory
Chennai-TD /West	1) Porur	1) CH21108	B
Chennai-TD /Central	2) Thiruvanmiyur	2) CH32116	C
Chennai-TD /Central	3) Mylapore	3) CH32114	B
Chennai-TD /South	4) St Thomas Mount	4) CH41117	A
Chennai-TD /North	5) Flower Bazaar	5) CH11130	C
Chennai-TD /West	6) KK Nagar	6) CH21109	B

Name and address of the firm

.....  
.....  
.....  
.....

Phone No. (s) :

Office :

Residence :

Mobile :

Details of the EOI Document Cost (separate DD for each Franchisee territory):

Particulars		Issuing Bank with branch name	Issuing date	Validity	Amount (Rs.)
EOI Document cost	DD No..... .....			N/A	Rs.1180/-

Seal & Signature of Bidder .....

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**CHAPTER A**  
**NOTICE INVITING EOI (Expression of Interest) for BSNL Franchisee Ship**

**EOI No: GM(S&M) / EOI / 2024-25 / 01**

**Dated at Chennai, the 27<sup>TH</sup> JULY 2024**

Sealed EOI (Territory wise) are invited on behalf of CMD BSNL by CGM Chennai Telecom District for selection of Franchisees for sale of BSNL products (as defined in BSNL's CM Sales and Distribution Policy- 2018) and provision of services to BSNL at various locations in following Territories, from eligible and willing parties for various franchisee areas in different Chennai Telecom District as mentioned in Table-I below.

**Table –I**

EMD	Cost of Eoi Document	Last Date & Time for Bid submission	Date & Time of Bid opening	Name of OA	Name of Franchisee area	Code No. of vacant Locations in OA
Class A= Rs.2 lakh Class B= Rs.1 lakh Class C= Rs.25,000/-	Rs.1180/- (inclusive of GST)	As per Annexure-N	As per Annexure-N	As per Annexure-A	As per Annexure-A	As per Annexure-A

**Eligibility Requirements for BSNL Franchisee ship for each franchisee territory**

1. All proprietorship firm, partnership firms and company of Indian origin fulfilling following criteria are eligible to apply.
  - a. Turn over: Turnover is defined as sales proceed as per audited P&L account of the firm, submitted for last financial year ie. FY 2022-23. A copy of income tax return should also be submitted along with.
    - i. Rs.50 Lakhs for A class territory
    - ii. Rs.30 Lakhs for B class territory
    - iii. Rs.6 Lakhs for C class territory
  - b. Experience: Interested firms must be distributor/dealer of Telecom / FMCG / Electronics / Electrical / any other products with established retail chain for:
    - i. 3 years for class A territory out of last 5 years
    - ii. 2 years for class B territory out of last 4 years
    - iii. 1 year for class C territory out of last 3 years

A detailed product list for FMCG industry is provided in Annexure-C. A copy of certificate from Telecom/FMCG/Electronics/Electrical/any other products should be attached. In case there is ambiguity in the interpretation of Annexure-C, the decision of Circle Head will be considered final.

Note: DSAs and RDs of BSNL are also allowed to participate in the EOI subject to fulfillment of eligibility conditions.

- c. **Space:** Interested party must ensure office/ showroom space (carpet area) of size 200 square feet for BSNL franchisee ship within operational area of the territory. CGMs are authorized to relax the space up-to size 120 square feet as per local need. However, it should be clearly

mentioned in EOI document. Space is to be ensured within 15 days of LOI for award of Franchisee ship.

2. EOI document can be obtained by downloading it from the website [www.chennai.bsnl.co.in](http://www.chennai.bsnl.co.in) following "Link for Tenders by Chennai Telephones". The EOI Document shall be available for downloading from the website <https://etenders.gov.in/eprocure/apponly>. Bidders downloading the EOI document are required to submit the document fee amount through Online Payment/DD/Bankers Cheque(non-refundable) for an amount of **Rs. 1,180/- (inclusive of GST)** along with Bid, failing which the Bid shall be liable to be left unopened /or rejected. The DD/Bankers Cheque shall be drawn from any Nationalized /Scheduled Bank in favor of "**BSNL COBA Collection A/c, Chennai Telephones**", payable at Chennai.
3. **Submission and Opening of EOI:** – Separate EOI should be submitted for each vacant Territory and each EOI should be super scribed with "CM-Franchisee-ship for \_\_\_\_\_ Territory, Chennai Circle and EOI shall be opened Territory Area wise as per schedule attached, in the office of the AGM MM and Tender ,BSNL CHTD,4<sup>th</sup> floor, KK Nagar Telephone exchange,99, JN Rd,Chennai-600078 in the presence of bidders/ authorized representatives of the bidders who wish to be present
4. Contact Person Details for any information regarding EOI:  
AGM (MM &TENDER) - K.PRIYA - 9444440102  
SDE MM4 - P.N.GOPIKUMAR- 9444244780
- 5.Fee for EOI Document is neither transferable nor refundable.
- 6.EOI document will neither be sent nor be accepted by Post / Courier.

## CHAPTER B

### Section 1: Roles and Responsibilities

#### **A. Geographic area**

- a. Definition of Geographical areas: All Franchisees territories have well defined geographical area (as notified in the franchisee Agreement by OA). This will be their primary area and the franchisee must fulfill all the requirements as per the policy in this primary area only. Sales by franchisees should be restricted in the primary area specified by BSNL and C-top-up SIM should be BTS bound
- b. Franchisee is not allowed to sell outside the Primary Area in any case. Any violation is to be viewed seriously and it will attract penalty as per Sec- 5(P)(B) and the agreement with such franchisee be discontinued and the franchisee may even be barred for further dealing with BSNL for a period of 2 years in case the violation so warrants.
- c. The Franchisee and BSNL shall act on a principal to principal basis and at no time, franchisee shall act in the capacity of an agent of BSNL. Franchisee shall not have any right or authority to negotiate, conclude or execute any contract or legal document with any third person in the name of BSNL; to assume, create, or incur any liability of any kind, express or implied, against or in the name of BSNL; or to otherwise act as the representative of BSNL, unless expressly authorized in writing by BSNL.

#### **B. Responsibilities of Franchisee**

- a. Selling of BSNL products and provision of services to BSNL assigned to them, directly or through Rural Distributors (RDs) or retailers.
- b. Two tier structure for urban and three tier structure for rural areas by incorporating intermediate channel of RDs.
- c. Franchisees to make best efforts to actively market and promote the BSNL Products and provision of services as permitted by BSNL.
- d. One month notice will be issued for non-performance. If performance is not improved necessary action shall be initiated by BSNL.
- e. Appointment of Retailers:  
Franchisee must appoint sufficient numbers of retailers in the territory such that:
  - i. Each Urban BTS areas & Rural BTS areas should have at least 8 retailers and 4 Retailers respectively.
  - ii. One retailer in urban commercial area at every 200 meter
  - iii. One retailer in urban residential area at every 500 meter
  - iv. At least one retailer in every Village
- f. Retailers in the rural areas will be appointed and served by RDs.
- g. Meeting all sales targets set by BA/Circle for the franchisee territory. Franchisee is responsible for meeting these targets through all channel entities working under him.
- h. CAF collection, documentation (physical documentation as well as electronic documentation) and timely submission of documents to BSNL as per regulatory guidelines and BSNL instructions. Once the CAF has been deposited by the Franchisee under receipt to BSNL, the responsibility of documents submitted in support of customer identity & address will be on Franchisee for a period of 90 days from the date of deposit of CAF. BSNL official will check the documents within 90 days and if anything is found wrong with respect to DOT/TERM guidelines then the form should be rejected/corrected and a token penalty of Rs.200 plus applicable GST shall be imposed per wrong CAF on franchisee.
- i. Verification of credentials of customers – Verification of POI/POA (photo, identity and address) of customer at the POS (Point of Sale) has to be done as per the various guidelines issued by DoT and BSNL from time to time. Franchisees will be responsible for the verifications done by all the channels i.e. Rural Distributors and retailers working within their network.



- j. BSNL reserves the right for CAF entry/CAF collection/CAF submission through any third party on outsourced model. However, verification of credentials as mentioned in para (h) above shall be the responsibility of franchisee.
- k. Operation of IT tools and systems provided by BSNL as specified from time to time, including hiring data entry operator if required.
- l. Appointing required number of FoS (Feet-on-Street) exclusively for BSNL Products and provision of services to serve retailers as per guidelines in force.
- m. Assist and cooperate with the Franchisee Manager or any other employee appointed by BSNL in respect of sale of BSNL Products and provision of services and provide him/her with the required details as specified by BSNL.
- n. Providing List/Details of FOS and retailers to BSNL.
- o. All details and information (including but not limited to FoS details, secondary sales, etc.) as specified by BSNL from time to time in BSNL specified system e.g. Sancharsoft.
- p. After sales services to end-customers in its own capacity and at its own cost, which shall include receiving, attending & rectifying complaints.
- q. All forms of complaint handling on phone and walk-in-complaints (hardware related, billing, service, performance related etc.) will be handled directly by Franchisee. Franchisee shall redress all possible complaints on the spot. If required, help from BSNL call centers may be taken. Remaining complaints can be forwarded to designated CSC/BSNL official for further disposal.
- r. Serving retailers and Rural Distributors at their doorsteps. Franchisee must ensure that BSNL products are available with rural distributors as well as retail networks in sufficient quantity on demand. Franchisee must ensure that no black-marketing or mal-treatment to customer is done through its network.
- s. The margin/ discount/ incentives / commissions extended by BSNL to franchisee and eligible retailers in their chain/ network, which shall be deemed to be extended to the franchisee, with whom BSNL has entered into an agreement pursuant to this policy and statutory requirements shall be complied with, by the franchisee.
- t. Receiving advertisement/ marketing material from BSNL, and displaying it at POS and distribution to Rural Distributors.
- u. Promotion of BSNL Products and provision of services at Franchisee's cost.
- v. Arranging special promotional events as per BSNL requirements at Franchisee's own cost, which shall include events and camps/canopy in unreached and potential areas.
- w. Timely submission of bills and claims to the nodal officer
- x. Storage of SIM's, data cards and other telecom products purchased by the Franchisee from BSNL in a proper manner, thereby minimizing requests for sales returns to BSNL.
- y. Provide all necessary information to BSNL including but not limited to its books of accounts, or any other information for the purpose of submitting the same in any proceedings before any Government Authority or against any third parties.
- z. Issue receipts: At the time of booking of any new connection franchisee shall issue its formal receipt/ invoice to the Rural Distributors (RDs) / retailers.
- aa. Franchisee will be responsible for all the work done through its distribution network.
- bb. The franchisees will be responsible for intimating their GSTN No. to BSNL for billing purposes

### **C. Responsibilities of BSNL**

- a. Appoint sufficient number of Retailer Managers, Retailer Manager Coordinator (RMC), and Franchisee Managers for providing time-to-time guidance, and addressing issues/ concerns raised by franchisees. BSNL shall also appoint other members of the Sales & Marketing team at Circle and OA level.
- b. BSNL shall communicate to the Franchisee the minimum sales required to be made by them on quarterly/ monthly basis, in order to remain eligible for the Franchiseeship Agreement. These

quarterly/monthly sales target will be communicated by BSNL in last week of previous quarter/month or in the first week of the quarter/month. The target will be given on each parameter defined in "Performance Management System". Any exceptions to this have to be approved directly by GM (Consumer Mobility)/ designated GM by HOC. Failure to achieve the minimum sales requirement may lead to review / termination of the contract.

- c. Resolution of issues (including supply of SIMs, payments, servicing of retailers, cross-selling, etc.) raised by franchisees, rural distributors, franchisee managers, RMC, retailer managers, retailers and any other member of the Sales & Marketing team.
- d. Sales Head must maintain a log of all complaints received and provide regular update to OA Head on action taken to resolve outstanding issues.
- e. It will be the responsibility of the Account Officer to remit the collection from the franchisee to credit to Company's account on as and when purchases of BSNL Products (except post-paid products) are made by the Franchisee and ensure realization of the cheque.
- f. The cheque deposited by the Franchisees should be deposited with bank for realization in a manner that it is realized latest by 3rd day ( Date of purchase +2 working days). The Account Officer shall be responsible for ensuring collection, deposit with the bank and realization of the cheque(s).The Account Officer shall maintain an account of inventory sold to the Franchisee and the defective goods received back from the Franchisee, and share the same periodically with BSNL's accounts wing along with payment balance statement.
- g. Franchisee manager / OA Sales Head (Mobility) to ensure that all sales made by BSNL to franchisee and is recorded in BSNL specified IT system. Further, the sales register/ books of accounts maintained by the Franchisee may be called for as and when required by BSNL, for examination and cross- verification of sales made by franchisees in respect of BSNL's products.
- h. The Sancharsoft & stock register giving details of material sold to the Franchisee should be properly maintained and monitored on regular basis by OA Sales Head (Mobility).

Head of Circle / OA will ensure that BSNL Product stocks are available in sufficient quantity with BSNL in required denominations well in advance. The OA should maintain sufficient stock of inventory so that they can fulfill the demand for provisioning of the stock as required by the franchisees, Rural Distributors and other point of sales.

No refund requests of any defective or unused stock shall be entertained by BSNL. Defective stock (due to the default of BSNL) with the channel partners shall be replaced at the sole discretion of BSNL after due verification

- i. In order to manage returns of defective products, BSNL may, with prior approval of the Franchisee, inspect the stock at Franchisee's location to evaluate whether or not the products are maintained in proper condition.
- j. MRP of the products should be displayed. The stocks and distribution of publicity materials like brochures etc., preferably in local languages also should be available in sufficient quantity.
- k. In order to promptly receive CAFs, there should be at least one desk or counter, totally dedicated to accept CAFs from Franchisees/DSAs at a prominent location in every city and should be manned on all days, including holidays. Details of in-charge and location of such CAF Desk should be intimated to all Franchisees/ DSAs.
- l. Ensure timely payments to all channel partners preferably online.
- m. It will be mandatory on monthly basis to reconcile the account of prepaid product along with IN report.
- n. The following items shall be given free of cost to franchisees for performing their responsibilities, including for demo purpose, and are not linked with the sales targets to be made by the franchisees:

- i. Provision of FTTH Connections and other related services like VPN Over FTTH to CM Franchisees to facilitate them for sales and distribution activities. The provisions are in line with letter no. BSNLCO- NPBB/11(13)/2/202-NWP-BB-BSNL CO-Part (1) dated 08.12.2023 issued by NWP-BB Cell BSNL CO New Delhi regarding policy for provision of Service connections through partner OLT.
- ii. In areas where BSNL is not able to provide Broadband facility through copper to CM Franchisee, as per the current S&D Policy 2018, Circles may provide FTTH Plans with Voice/Data/ VPN free of cost to Franchisees (All categories) for performing their responsibilities, as stated below:
  - iii. FTTH plan namely "Fibre Basic Plus Rs 599 per month" with speed upto 60 MBPS till 3300 GB and speed 4 mbps beyond 3300 GB with unlimited data download may be provided to the CM franchisees. Moreover, as per plan, Local + STD: unlimited calls to any network may be allowed.
  - iv. One Rent Free VPN over FTTH connection with 2 Mbps speed and with free static IP may be provided to the CM franchisees
  - v. Monthly revenue share of partner/TIP (TIP Part) in respect of FTTH connection/services provided to franchisees will be paid to partner by the concerned franchisees as per revenue share model subject to maximum @ Rs150/- plus GST per connection.
  - vi. One rent free GSM post-paid Plan – 525, calls beyond freebies shall be payable.
  - vii. Ensure alternate/standby media connectivity to Sanchar-Soft terminals working with franchisees.

Note: - Above facility shall be up-to the validity of agreement.

- o. Trade discounts:-  
Attractive trade discounts / schemes shall be offered by BSNL to the franchisee time to time as per prevalent market dynamics.

## **Section 2: Franchisee Territories**

### **A. Dimensioning of Franchisee Territories:**

- a. Number of territories permissible to a franchisee in a circle is restricted to normally three through EoI / Migration.
- b. However, one more of franchisee territory may be allowed in the second round of EOI at circle level.
- c. Maximum 33% of OA territories shall be allotted within the OA to a franchisee. However, CGMs of the circle are empowered to increase this maximum limit by up-to 50% of OA territories within the OA. In case of migration 50% of OA territories are allowed.
- d. Balance franchisee territories i.e. (4 terr. - 33% of OA) shall be adjoining to his existing territories in adjacent OA.
- e. In case of migration, non-adjacent territories are allowed and additional new territories shall be adjoining to OA in which he has more number of territories.
- f. Category of franchisee territories shall be Reclassified based on C-top-up revenue. Reclassification of franchisee territories shall be carried out as one time activity before EOI/ entering into fresh agreement as per criteria given below:-

<b>Monthly C-TOPUP average Sale in the last 4 quarters (in Lakhs)</b>	<b>Category of territory</b>
Up to 20	C
>20 up-to 40	B
>40	A

### **B. Eligibility Requirements for BSNL Franchisee-ship for each franchisee territory**

- a. All proprietorship firm, partnership firms and company of Indian origin fulfilling following criteria are eligible to apply.
- b. Interested party should have a valid PAN and TAN.
- c. Interested party should have a valid Goods and Services Tax (GST) registration Certificate No. for each state
- d. Interested party should provide a self-declaration in the format provided in Annexure-M along with the evidence that the bidder is not black listed by the GST authorities
- e. In case the interested party gets black-listed during the tenure of BSNL contract, then BSNL will not be responsible for any loss of input tax credit (ITC) to the franchisees. Further, the franchisee will be responsible to indemnify to BSNL any loss incurred by it.
- f. In case of multiple Goods and Services Tax Identification Number (GSTIN), all the numbers can be provided as Annexure

### **Section 3: Selection process and criteria**

#### **A. Expression of Interest Route:**

- a. In order to induct franchisees, BSNL shall invite Expression of Interest (EOI) from the willing parties. BSNL reserves the right to initiate the process for appointing franchisee even if there is a franchisee currently serving the territory or a part of the territory. Hereafter, any territory, for which EOI is invited, is referred to as 'eligible territory'. Eligible territories could include:
  - **Vacant territories:** Territories likely to be vacated in next three months or already vacated due to termination of franchisee, tenure completion of franchisee, or non-appointment of franchisee in the past. If a notice of termination (with a 30-day deadline for termination of franchisee) has been served to the franchisee, the territory can be considered as vacant territory.
  - **Redefined territory:** BSNL reserves the right to redefine territories for realignment/ balancing of franchisee territories. If there is need proposal with justification will have to be sent to the corporate office and the required change will be effected only after approval from corporate office by Director-CM.
- b. EOIs are to be floated and finalized at circle level. The approving authority will be the Head of circle.
- c. Circle must invite EOI from willing parties for eligible territories.
- d. To evaluate the short-listed bidders, a Selection committee at circle comprising of three members will be formed for each OA with the approval of circle head.

Two members from circle office who will be common for all selection committee-GM(Sales & Mktg.)-CM and DGM(Fin)

Third Member- concerned OA head.
- e. After evaluation by the selection committee, the recommendation of the selection committee shall be approved by circle Head. LOI to successful bidder shall be issued by the EOI issuing authority with the instruction to submit the requisite PBG at the concerned OA within 15 days timeframe for signing the agreement. The contract shall be awarded for a period of three years to the successful bidder(s) as per the terms and conditions stipulated in the EOI and in the sales & distribution policy document.
- f. **Selection by committee:**

If no qualified application is received against any franchisee territory in EOI, measures stated in **PART-C of section3 below** may also be taken.
- g. BSNL reserves the right to revise some sections of Sales & Distribution policy according to change in business environment. OA shall notify all such changes to franchisees. Franchisee will be assumed to be in agreement with revised norms unless notified to BSNL in three weeks' time. Any party who wishes to discontinue the agreement can do the same by providing a 60 days' notice.
- h. Interested party must deposit EMD of Rs.2 lakh for class A territories, Rs.1 lakh for class B territories and Rs.25,000/- for class C territories along with EOI. The EMD will be in the form of Bank Guarantee in favor of BSNL and valid for a period of 180 days from the date of EOI opening.
- i. **Exemption to MSE bidders.**
  - A. MSE(Micro & small Enterprise) registered under Udyam Registration are eligible to avail the benefits (w.r.t. Tender/EOI/RFP Fee and EMD/bid security/purchase preference) as per policies of the Government from time to time .
  - B. The tender/EOI/RFP documents shall be issued free of cost to MSE(Micro & small Enterprise) on production of current and valid Udyam Registration certificate.
  - C. MSE(Micro & small Enterprise) shall be exempted from payment of EMD/bid security/purchase preference on production of current and valid Udyam Registration certificate.
  - D. Exemptions shall be granted to MSE bidder on production of requisite proof in respect of valid certification from MSE for the tendered item. It may be noted that exemption will not be granted to MSE bidder if traded items/services are offered and exemption shall be

considered only if the offered items/services are being manufactured/rendered by the MSE bidder themselves.

E. PBG is required to be submitted by MSE bidders also.

- j. BSNL reserves the right to reject any application of franchisee for any reason, without liability, the information provided by the franchisee/ gathered by BSNL shall become BSNL's property even if application is rejected and can be used by BSNL in any manner it deems fit.
- k. The decision of BSNL will be final and binding.

**B. Terms & Conditions with EOI**

- a. Each franchisee will sign Franchisee Agreements at concerned OA in the Circle. Franchisee must not work with any other telecom operator in the capacity of any role related to sales & distribution anywhere in India.
- b. All Franchisees should have well defined geographical area (to be defined and notified by OA/Circle). This will be their primary area and the franchisee must fulfill all the requirements as per the policy in this primary area.
- c. The demarcated area for which they are appointed should be the primary area for the franchisee's operation, and all contractual obligations and responsibilities as per franchisee policy should remain for this primary area only.
- d. Periodic performance review must be done and in case of a franchisee not- meeting BSNL standards, action should be taken in accordance with 'Performance Management System' section of this policy.
- e. Franchisee is not allowed to sell BSNL Products and provision of services to BSNL outside its primary area (except in cases where the franchisee has been allowed to sell in a territory for a limited period through a look-after arrangement). Any violation will be viewed seriously and action shall be initiated as per Penalty Clause of this document.
- f. BSNL is free to appoint sufficient number of Rural Distributors in franchisee territory in rural areas. Rural Distributors will be either served by franchisee or BSNL and may not be exclusive to BSNL. Rural Distributor's network will not only act as retail network but also help franchisee in serving rural retailers.
- g. Franchisee can appoint any numbers of retailers within his jurisdiction for sale of BSNL products and provision of services to BSNL as permitted by BSNL. Franchisee should serve retailers as well as rural distributors at their premises.
- h. Franchisee must ensure availability of BSNL products at more than 90% of retail points (multi-brand outlets) which sell telecom products within their primary area.
- i. Existing customer service centers and all other channels including e-distributors, Rural Distributors, DSAs will also work as sales outlet
- j. For all type of Products offered by BSNL. BSNL can directly appoint any other channel(s) to distribute and sale various BSNL products within franchisee's primary area.
- k. Franchisee should ensure manning of office at least 12 hours per day (9:00 AM to 9:00 PM).
- l. BSNL reserves the rights to seek/verify financial information from franchisee's Bankers/credit providers and any another sources as to carry out other verifications.

**C. Easy entry at OA level.**

- a. If any franchisee territory remains unfilled even after floating of two rounds of EOI at circle level,

An empowered committee shall be constituted by OA head comprising of three officers headed by a JAG/STS (as per the level of OA) level officer of AA with one finance member. The committee will collect proposals from the prospective franchisees by visiting their premises on the basis of eligibility criteria mentioned below at para-b and will recommend the name of suitable firm/candidate. The recommended case may be considered for approval by Head of OA".

Where OA have no JAG/STS level officers to head such committee, the OA head may relax the conditions mentioned under para 2 (H) (a) of Sales & Distribution Policy-2018 and an officer of STS/SDE level of the OA may be nominated to head the committee.

Note: Empowered committee will also approach prospective bidders through letters/ mails and display on the notice board.

b. Empowered committee will recommend the name of eligible and suitable firm/candidate based on following selection criteria for approval by OA Head:-

i. Territory category wise turnover.

Category of terr.	Minimum Turnover required (In lacs) = X (Say)	Marks		
		Up-to 2X	> 2X to 3X	> 3X
A	25	3	6	10
B	15	3	6	10
C	3	3	6	10

ii. Experience of distribution of products and provision of services similar to those intended to be provided to BSNL. In most of the cases, experience certificate is not available with the applicants. In such cases the committee may satisfy itself that the person has requisite experience. Minimum experience criteria shall be same as mentioned in para-E (b) above.

	Distribution Experience	Telecom	FMCG Distribution	Electronic /Electrical	Other
a.	Fulfillment of Minimum Criteria and up to 1 year in excess	7	6	4	2
b.	Greater than 1 years in excess but less than 2 years in excess	8	7	5	3
c.	Greater than 2 years in excess	10	8	6	4

iii. Weightage of educational qualification. (Total marks- 5)

Qualification	Weight-age
12 <sup>th</sup> Pass	2
Graduate	3
PG	5

iv. Weightage of Location/Place:- (Total Marks-10)

Bidder belongs to	weightage
Same SDCA	10
Adjacent terr. of same OA	7
Adjacent terr. of adjacent OA of same circle/any other terr. of same OA	5
Adjacent OA of same circle	3
Any other	0

v. Weightage for showroom:- ( Total Marks-10)

Showroom	Max. weightage
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Locality	3
Size	3
Accessibility (Road, Visibility, Floor etc.)	4

vi. Interview:- Total marks= 5

vii.

- i. If an existing franchisee is applying for the EOI of another territory and is a low performing franchisee for the last continuous 3-months, then the weightage to his Franchisee score for Experience & Turnover shall be reduced by 50 %.
- ii. If a franchisee whose agreement was not extended due to poor performance is applying for the EOI of same or any other franchisee territory, then the weight age to his Franchisee score for Experience & Turnover, shall be reduced by 50 %.
- iii. If the franchisee has submitted the experience of more than 1 franchise territories, following shall be applicable:
  - a. If one of the experience certificate is for the same territory for which the franchise is applying then the weight-age to the Franchisee score for Experience & Turnover, may be calculated based only on the performance of that particular territory in conjunction with the clause (ii) above.
  - b. For the cases not applicable as in point (a) above, the better of the performances of franchisee may be considered as performance of franchise for the purpose of evaluation of Franchisee score for Experience & Turnover based on performance.
- iv. The evaluation committee shall also verify that the applicant franchisee has earlier worked for that territory or not. In case the applicant franchisee has earlier worked for the territory in the last 5 years and has not submitted the experience document for that territory, then also evaluation committee may take action as per clause ii & iii (a) above.
- v. The evaluation committee shall cross verify the performance(s) status of the franchisee from the issuing authority.
- vi. The above mentioned points shall also be applicable for the partner firms of the franchisee.
- vii. Franchisee is terminated on any reason earlier, such franchisee will not be allowed for participating in the EOI.

**c. Selection Tie-Breaker:** The franchisee with the highest marks out of 50 should be selected. In case of a tie, preference should be given in the order of higher score for 'Showroom', 'Place', 'Experience', 'Turnover' and lastly 'Qualification'.

**Note:** - However in case of further tie after executing the criteria at para-c above, location of showroom, place, quantum of experience, quantum of turnover, and qualification shall be considered for selection of franchisee. However, BSNL reserves the right to select any of the franchisee based on the committee report after the approval of BSNL CO.

**D. Easy exit of franchisee at OA level.**

There shall be quarterly performance evaluation at OA level. Non-performing franchisees of OA shall be treated as mentioned below:-



- i. OA head may recommend the name of the franchisee with lowest sales in the OA (based on quarterly evaluation done in respect of Type-A parameters) to circle head for terminating the contract with such franchisee.
- ii. If any OA recommends termination of lowest performing franchisee of that OA, CGMs of the concerned circle are empowered to take final decision on the recommendation of termination of Franchisee of the OA on evaluation of his performance at OA level or Circle level and may continue the Franchisee agreement.
- iii. The OA head may issue order for terminating contract with such franchisee, and look-after may be given to the adjacent franchisee of the OA ensuring 50% of total franchisee terr. of OA should remain filled at all time. Simultaneously EOI should be floated to fill-up vacant terr.
- iv. Base monetary Penalty up-to 2.5% of PBG (**Section 5 PART-A**) based on weight-age defined for Type-A parameters of targets for evaluating performance may be levied upon to those franchisees who were allowed to continue the Franchisee agreement as per para-ii above.
- v. In exceptional cases more than one franchisee may also be removed in one quarter.

**E. Look-after arrangement:**

- a. Vacant territories can be given to existing franchisee as “Look after territory” for a period of six months by OA head for completing EOI / Selection Process. If further extension is required beyond six months circle head is empowered to grant look after to eligible franchise in steps of three months to complete selection process at OA level.

**F. Migration policy for existing franchisees: N.A for this EOI**

Existing franchises are eligible for migration in CM - Sales & Distribution Policy 2018. Migration process as given below will be done at OA Level.

- a. Those who meet the benchmark and cut-off as per section 4.2 of CM-S&D Policy-2012 shall be eligible for migration for three years.
- b. Those who do not meet the benchmark and cut-off, migration will be done on the basis of SIM sale for the last financial year.
  - i. All the franchisees of OA shall be ranked on the basis of % achievement of SIM sale target during FY-2023-24
  - ii. Top 80% franchisees of OA will be migrated for three years and
  - iii. Remaining 20% of franchisees of OA shall be dropped.
- c. Names of franchisees & territories found eligible / non-eligible may be sent to circle for final approval and further action.

**G. Extension of agreement**

The extension for next two years (on year to year basis) with the approval of circle head can be granted subject to compliance of para-(A) of section-2, with same terms and conditions.

**H. Requirements after EOI Approval**

- a. As mentioned above, selection of the franchisee will be done by a selection committee formed at circle level for which the franchisee is being selected. The EOI/agreement will be framed/ customized by concerned Circle/OA based on provisions in this franchisee policy.
- b. PBG (Performance Bank Guarantee) of:
  - Rs.3 Lakhs for class A territory,
  - Rs.2 Lakhs for class B territory and
  - Rs.1 Lakhs for class C territory
 to be submitted before signing of agreement within 15 days of LOI.

- c. Franchisee shall deposit the aforesaid PBG of said amount as determined by BSNL from time to time. BSNL reserves the right to forfeit/adjust/apply the said PBG amount in full or part of any sums due from the franchisee to BSNL at any time. Franchisee shall continue to be liable for balance, if any, no interest will be paid on the deposit. BSNL reserves the right to increase the amount of PBG at any time in its sole discretion with respect to any/some/all franchisee.
- d. After approval of EOI by circle, the Agreement shall be signed by the OA, PBG (Performance Bank Guarantee) shall also remain in concerned OA, Franchisees will be monitored and supported by OA. Payments will be done from OA (except in case of special schemes where Circle can also make the payment).
- e. PBG will be treated as security deposit and no supply of BSNL Products and provision of services to BSNL will be allowed against PBG.
- f. Franchisee has to register in Insta Pay portal for online stock purchase. Material can be issued to franchisees against RTGS or Cheque on realization of Money in BSNL account or against DD/Bankers cheque. The preferred mode for fund transfer for the franchisees to get material is RTGS.
- g. To provide Cheque facility to franchisees for issue of stock on credit' The field units shall follow below mentioned procedure in implementation of this facility' OAs will take a separate BG for each franchisee territory for this purpose and issue inventory to franchisees against cheque of value not exceeding the amount of BG.
  - i. To purchase material against cheque, franchisee will have to provide a separate bank guarantee with validity of 180 days more than the period of agreement. Franchisee can then purchase material of value up-to bank guarantee. This bank guarantee is separate from PBG. Circles will have to decide upper cap on this bank guarantee which may be equivalent to 7 days inventory requirement in the multiple of RS.50,000/-
  - ii. The cheque will be presented to the bank in a manner that it is realized latest by 3<sup>rd</sup> day (Date of purchase+ 2 working days) and if it is dishonored, the steps for forfeiture of BG will be initiated immediately & the franchisee will be debarred from availing credit facility for the rest of his agreement period.
  - iii. The officer(s) concerned who will accept payment by cheque will be responsible for monitoring of cheque clearance as per time frame given in para 'b' above and they will also ensure that the value of cheque outstanding does not exceed the value of Bank Guarantee at any time.
  - iv. However in case of cheque bounces due to some genuine reasons e.g. signature mismatch, date not mentioned etc. despite of balance in account then in such cases decision of initiation of forfeiture of BG/ ban on purchase of material against cheque may be taken by CGM concerned.
  - v. CTS-2010 standard / MICR cheque with All India clearing facility at par will only be accepted.
  - vi. Inter-alia, guidelines issued vide letter no. 1-4IBBF/e-payment/ITMI2OT-O8 dated 17.10.2012 (Copy enclosed) by BFCI section of BSNL CO regarding safe banking may also be followed.
- h. Franchisee may open an account with RTGS/online transfer facilities in the bank in which BSNL's account is in concerned SA. Franchisee shall make payment to BSNL for material supply preferably by online transfer/RTGS mode. Any charges for online transfer or RTGS will be borne by franchisee.
- i. Roll out Plan: 50% of the retailers as mentioned in para B of Section 1 should be active within 3 months from the date of signing of agreement and 100% retailers should be active within 6 months of signing of agreement.

#### **I. Selection criteria for franchisee-ship**

- a. The maximum marks for eligible bidders in selection criteria for selection of franchisees will be as follows:

i	Experience of firm	10 marks
ii	Turnover	10 marks
iii	Place	10 marks
iv	Showroom	10 marks
v	Qualification	5 marks
vi	Interview / Presentation	5 marks

- b. Short listing will be done on the basis of point number (i) to (v) and top three should be called for interview. Final selection will be done based on combined marks.
- c. All parameters are as defined under the 'Eligibility Requirements' section. Place is ascertained as the place where firm/company is registered (GST registration) or where it has operations (existing shop/office) for at least last two years or more.

#### J. Scoring Guidelines for Selection Criteria:

##### a. Experience of firm (Total Marks: 10)

	Distribution Experience	Telecom	FMCG Distribution	Electronic /Electrical	Other
a.	Fulfillment of Minimum Criteria and up to 1 year in excess	7	6	4	2
b.	Greater than 1 years in excess but less than 2 years in excess	8	7	5	3
c.	Greater than 2 years in excess	10	8	6	4

For telecom experience, in case of proprietor firm, the firm/proprietor should have experience of distribution of telecom products directly with any telecom operator. The experience of DSA/ Rural Distributor of BSNL will be counted as telecom experience. In case of partnership firm, the Telecom/FMCG distribution/ other experience of firm (not of individual partner) as described above may only be considered in an appropriate manner by the Selection Committee.

##### b. Turnover (Total Marks = 10)

a.	Fulfillment of Minimum Criteria up to 25 percent in excess	3
b.	Greater than 25 percent in excess but less than 50 percent in excess	6
c.	Greater than 50 percent in excess	10

##### c. Weight-age of educational qualification. (Total marks-5)

Qualification	Weight-age
12 <sup>th</sup> Pass	2
Graduate	3
PG	5

##### d. Weight age of Location /place:- (Total marks-10)

Bidder belongs to	weightage
Same SDCA	10
Adjacent terr. of same OA	7

Adjacent terr. of adjacent OA of same circle/any other terr. of same OA	5
Adjacent OA of same circle	3
Any other	0

**e. Weightage for showroom:- ( Total marks-10)**

Showroom	Max. weightage
Locality	3
Size	3
Accessibility (road,visibility, floor etc.)	4

Bidder should have registration under Goods and services Tax (GST)/Trade license/Shop establishment license or operational area within same SDCA/OA/ Circle as the case may be.

**f. Interview / presentation before the selection committee  
(Total Marks – 5)**

**g. Selection Tie-Breaker:** The franchisee with the highest marks out of 50 should be selected. In case of a tie, preference should be given in the order of higher score for 'Showroom', 'Place', 'Experience', 'Turnover' and lastly 'Qualification'.

**h.**

- i. If an existing franchisee is applying for the EOI of another territory and is a low performing franchisee for the last continuous 3-months, then the weightage to his Franchisee score for Experience & Turnover shall be reduced by 50 %.
- ii. If a franchisee whose agreement was not extended due to poor performance is applying for the EOI of same or any other franchisee territory, then the weight age to his Franchisee score for Experience & Turnover, shall be reduced by 50 %.
- iii. If the franchisee has submitted the experience of more than 1 franchise territories, following shall be applicable:
  - a. If one of the experience certificate is for the same territory for which the franchise is applying then the weight-age to the Franchisee score for Experience & Turnover, may be calculated based only on the performance of that particular territory in conjunction with the clause (ii) above.
  - b. For the cases not applicable as in point (a) above, the better of the performances of franchisee may be considered as performance of franchise for the purpose of evaluation of Franchisee score for Experience & Turnover based on performance.
- iv. The evaluation committee shall also verify that the applicant franchisee has earlier worked for that territory or not. In case the applicant franchisee has earlier worked for the territory in the last 5years and has not submitted the experience document for that territory, then also evaluation committee may take action as per clause ii & iii (a) above.
- v. The evaluation committee shall cross verify the performance(s) status of the franchisee from the issuing authority.
- vi. The above mentioned points shall also be applicable for the partner firms of the franchisee

**Note:** - However in case of further tie after executing the criteria at para-g above, location of showroom, place, quantum of experience, quantum of turnover, and qualification shall be considered for selection of franchisee. However, BSNL reserves the right to select any of the franchisee based on the committee report after the approval of BSNL CO.

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**Section 4**  
**Target Setting and Performance Management**

**A. Target Setting:**

Targets will be assigned by Circle to BAs and thereafter BA will assign franchisee- territory wise quarterly/Monthly target. Quarterly/monthly target will be communicated in last week of previous quarter/month or in the first week of the quarter/month.

**1. Parameters for Setting of BA Target.**

A	<b>FRC / Plan Voucher</b>	Gross connections (SIM activations) BA wise and Franchisee wise
B	<b>RC</b>	Recharge sales – BA wise and Franchisee wise
C	<b>POS</b>	Active Retailer : Loading FRC / PLAN VOUCHER Active Retailer : Loading RC

Targets will be assigned by Circle to BAs and thereafter BA will assign franchisee-territory-wise target for above areas/ fields.

Circles will assign targets to BAs on monthly basis for the following based on:

(a) **For GSM connections:**

The target among BAs may be apportioned on the basis of - Type of territory, total number of BTS (2G + 3G) in BA in previous month, market potential, competition, desire growth etc.

(b) **For recharge:**

Recharge targets must be apportioned among BAs as per total no. of active prepaid connection, ARPU in the previous month plus other important parameters like potential of the area, urban-rural mix industry growth rate etc.

(c) **For POS :**

Based on number of BTS

**2. Parameters for Setting of Franchisee Target.**

BA Head will allocate connections at least on the last year percentage share by franchisees in BA& recharge target among franchisees on monthly basis based on number of BTS and class of territories. Remaining target will be allocated to other channels/sales partners.

**a)For connections:-**

50% of target as per class of territory

50% of target as per total number of BTS in territory

As an illustrative example,

BA target = 15000

Let 80% of monthly target of BA = 12000

Let there be 1 territory each of class A, B and C

Target to be allocated as per territory class = 50% of 12000=6000

Average per territory = 2000

The weight age for A, B and C type territory would be 1.3, 1 and 0.7 respectively.

Distributed target would be for Type A → 2600

For type B → 2000 and for Type C → 1400

Remaining 6000 connections target may be allocated in proportion to number of BTS in the territory.

**b) For recharge:-**

BAs may further apportion the recharge target as per number of BTS and class of territory.

**c) For POS:**

BA should ensure that the targets set by BSNL corporate office /Circle for active retailers loading RC and active retailers loading FRC / Plan Voucher is met progressively. BA will assign target for active retailers loading RC and active retailers loading FRC / Plan Voucher to franchisee based number of BTS/ potential as given below:

- i. Number of retailers loading RC at least 8 per BTS
- ii. Number of retailers loading FRC / Plan Voucher at least 3 per BTS

**d)** Apart from these targets for any other products from other business units shall be set by concerned business units however franchisee's review may not consider achievement against those targets.

**B. Performance Management:** Each BA must conduct a review meeting in first week of every calendar month where each franchisee's performance in previous month must be evaluated. Each Circle must conduct a review meeting every quarter to review the same. This meeting must be conducted within fifteen days of quarter ending.

**Appointment of Review committees:**

- i. Each BA must appoint a performance review committee of at least three executives which must consist of BA Head and BA Sales Head (Mobility) and Retailer Manager Coordinator (RMC). Franchisee manager of particular franchisee should also be part of review discussion for that franchisee.
- ii. For Circle level reviews, Circle should appoint a review committee for each BA under chairmanship of GM(Consumer Mobility). Each committee will have three executives including chairman from Circle (common for each BA) and BA Head of concerned BA.

Weightage for targets for evaluating performance

Parameters	Weightage
Type A Parameters	
FRC / Plan Voucher	60%
RC	20%
POS	20%
Total	100%
<b>Bench Mark Score</b>	<b>50%</b>

Note: FRC / Plan Voucher include new connections of GSM.

Regular performance measurement and evaluation of franchisee performance needs to be done as follows:

The performance for each franchisee should be evaluated monthly by BA review committee on the basis of above guidelines. It should be noted that all existing territories of the franchisee should be monitored individually. Performance of each franchisee shall be done franchisee territory-wise. In case the franchisee has territories across multiple BAs, each BA must provide the performance inputs

to the Circle which should compile the territory-wise franchisee performance score. BA must communicate the monthly performance inputs to franchisee so that he can improve.

- iii. **Review Process at BA:** For the purpose of monthly reviews various parameters, their scoring and cut-offs are given in table below

	Parameter (measured on monthly basis)	Scoring	Cut-Off Score
1	Gross Connections GSM.	% of target achieved in each product	>50%
2	Revenue/ Recharge sales GSM in month	% of target achieved in each product	>50%
3	No. of retailers billed in month through BSNL specified system	% of target achieved	>50%

Maximum score on any parameter will be limited to 100%.

Cut-off scores can be upwardly revised by Circle review committee with at least 60 days notification to franchisees. Apart from the parameters listed above, review committee should discuss about any other complaints received about the franchisee and warnings / monetary fines could be issued / imposed. BA committee must prepare a scorecard for each franchisee before monthly review meeting. The scorecards for three months should be sent for Circle level review each quarter.

- iv. **Review Process at Circle/BA:** Review committee at BA should conduct a review of each franchisee territory every quarter. BA head will recommend the name of the franchisee which lowest sales in the BA (based on quarterly performance evaluation done in respect of Type-A parameters) to circle head for removal from franchisee-ship.
- v. **Certificate of Appreciation:** Every quarter, BA may issue certificate of appreciation to the top franchisees in the BA. Type 'A' parameters shall be considered for it.
- vi. **Performance based termination:** Any franchisee inducted in past six months will not be considered for this exercise. All such franchisees will be given 30 days' notice to wind up operations. However monthly review for the franchisees who have been served a Notice of Termination will happen for next month as per the process outlined above and any monetary penalties will still be applicable on non-performance. Circles must complete the process of appointing new franchisee and hand-over arrangements within 90 days. Franchisees who are terminated will not be eligible to bid for franchisee EOI for that territory for the next two years. Circle/BA may use look-after arrangement in these vacant territories.
- vii. **Re-demarcation of territory:** BSNL reserves the right to redefine territories in cases where franchisee has not met the performance criteria (defined above in this policy) for a period of more than three months.
- viii. **Confidentiality:** All data collected or generated during the review process at BA or Circle level should be treated as confidential. It can be discussed with franchisees however no data related to other franchisees should be given to any franchisee. Access to this data should also be restricted to only competent authorities as decided by Circle Head or BA Head.

**Section 5:**  
**Sale price of BSNL product & Discounts / Margins for Franchisee**

- i. The price at which BSNL products shall be offered to franchisee channel (Franchisee, Rural Distributors and Retailers) will be announced by BSNL on introduction of new product and may be revised or discontinued by BSNL as per the changes in business environment.
- ii. Such price shall be announced as and when new products are being launched by Product and Pricing unit of Consumer Mobility or as may be published from time to time.
- iii. For Consumer fixed Access products, the existing pricing shall be applicable and for consumer mobility, latest circulars of Product & Pricing cell of CM cell may be referred.
- iv. BSNL and Franchisees shall observe the following procedure in connection with purchase and sale of BSNL Products:
  - a. The Franchisee shall place an order for purchase of products from BSNL.
  - b. Upon dispatch of ordered products, BSNL shall raise an invoice on the Franchisee, net of applicable discount to be provided to the franchisees. BSNL's designated nodal officer to verify and sign the invoice and forward it to the Accounts Department.
  - c. BSNL will charge GST on the price at the transaction value i.e. the price at which BSNL sells its products to the franchisee. BSNL would raise sale invoice for sale of BSNL products to the franchisees. BSNL would raise invoice on GST registered premise only
  - d. For the purpose of this agreement, place of supply under GST Act shall be the place of supply as determined under purchase order raised by BSNL. It shall be the responsibility of franchisee to intimate BSNL well in advance in case of deviation / disagreement with the place of supply as determined in PO
  - e. BSNL shall, on a conservative basis, withhold tax at source under Chapter XVIIIB of the IT Act, 1961 on all discounts/ margin provided to the franchisees for sale of BSNL Products and the same will be treated as a sale consideration
  - f. Payment will be received by BSNL from the Franchisee preferably through ECS / Direct credit to account or cheque. OA will give a detailed report regarding payments received from franchisees on monthly basis to Circle office.
  - g. GST paid by franchisees to BSNL shall be available to the franchisee as ITC, which can be set off against the GST charged by franchisee to the retailer
  - h. Secondary / subsequent incentives such as incentive on FRC/RC, any scheme-based incentive, FOS incentive etc. to franchisees shall be given online in the form of c-top-up value through any platform like Sanchar-soft/Pyro/ERP after levy of applicable taxes i.e. TDS/GST etc., wherever applicable.
  - i. For the subsequent incentives provided by BSNL (refer point h above), Franchisees will raise invoice (along with applicable GST) on BSNL. Since incentive shall be paid to the franchisees in the form of c-top up, BSNL will also raise an invoice (along with applicable GST) on the franchisees for allocation of such c-top up value
  - j. Where the franchisee is not registered under GST Act, it shall be the responsibility of BSNL to discharge liability under reverse charge mechanism. It is further agreed that franchisee shall not charge tax on invoice
  - k. BSNL shall, withhold tax at source under Chapter XVIIIB of the IT Act, 1961 on the secondary/ subsequent incentives provided to the franchisees (refer point h above)
  - l. GST paid by franchisees to BSNL and by BSNL to franchisees (as the case maybe w.r.t. secondary/ subsequent incentive granted by BSNL) shall be available to franchisees and BSNL, respectively, as input tax credit which can be set off against the GST charged by franchisee or BSNL
  - m. The rate of discount/ margin/ incentive needs to be reviewed with every change in the rate of GST in order to keep it at par with or lower than the current rate of 5.5% of Face Value.
  - n. Methodology and applicable tax deduction/reconciliation on payment like discount at the time of sale of BSNL Products, discount on FRC/RC, any scheme-based incentive, FOS incentive etc. to franchisees may be changed time to time & necessary instructions shall be issued by concerned cell of BSNL CO.



- o. The invoices raised by the franchisee and BSNL should comply with all the conditions as prescribed under the tax invoice rules under Central Goods and Service Tax Rules, 2017
- p. In case of any deficient supply or incomplete supply both at the time of sale of BSNL products or at the time of subsequent incentives provided to the franchisee, it shall be the responsibility of franchisee to issue GST compliance credit note within the reasonable time and take tax adjustment. In case the franchisee fails to issue proper credit note within the time stipulated under the GST law the taxes charged and not adjusted would be borne by the franchisee.
- q. Franchisee to comply with all the compliances as may be prescribed to ensure that compliance rating is not reduced below the prescribed limit as laid down under GST Act and GST regulations. Franchisee shall be required to submit a self-declaration from time to time, that they are not black-listed on the GST portal. Notwithstanding anything contained in agreement, in the event of black listing of supplier i.e. compliance rating reduced below the prescribed limit, the amount related to tax shall be paid to franchisee only on receipt of input tax credit to BSNL
- r. Applicable Tax deductions/ reconciliation/ accounting related instructions/guidelines shall be issued by concerned cell of BSNL CO, which shall be applicable to circle/OA.
- v. In case of secondary/ subsequent incentives provided to the franchisee, it shall be the responsibility of the franchisee to raise appropriate tax invoice as per the provisions of GST Act. BSNL reserves the right to be indemnified for the credit loss in case BSNL is unable to claim the ITC for any non-compliance / default in raising appropriate invoice by franchisees. Further all invoices should be sent to BSNL promptly and in no case beyond 30 days of Invoice date.

Further the Supplier is required to comply following requirements w.r.t. issuance of invoice:

- 1. All the details of franchisees (name, address, GSTIN/ unregistered vendor, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice;
- 2. Invoice/DN/CN need to be issued timely within the time prescribed under GST law;
- 3. In case of any deficient supply, BSNL shall convey the same in a reasonable time to enable the franchisee to issue credit note and take tax adjustment;
- 4. It would be the responsibility of the franchisee to declare correct information on invoice and GST portal viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the franchisee, the same would be recovered by BSNL from the franchisee;
- 5. Registered location of the both the parties i.e. BSNL and franchisee should be mentioned in the agreement with GSTIN No. Further, franchisee should raise invoices at the registered premise of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise;
- 6. It shall be the responsibility of franchisee to raise invoice within the prescribed timelines.
- vi. Franchisee to share the monthly information (w.r.t. incentive) with BSNL which would be uploaded by the franchisee in its GSTR -1 along with the information of input credit to be claimed by BSNL in such month. It shall be the responsibility of the franchisee to provide reconciliation statement of all the supplies made by it including issuance of credit note, debit note or other documents as prescribed, within 30<sup>th</sup> September following the end of relevant financial year
- a. GST (if applicable) on account of liquidated damages due to delay in supply of BSNL Products and provision of services to BSNL would be borne by the franchisees  
BSNL reserves the right to amend and the franchisee agrees to the amended procedures which may be required pursuant to changes in GST law or pursuant to change in BSNL's policy

**Penalty (along with applicable GST, if any):**

Consequences for Poor Performance: Any franchisee, who does not meet the cut-off score on any parameters, becomes liable for penalty (along with GST, if applicable) as per the table given below:

Penalty Structure for Franchisees							
Class of Territory	Month	1st	2nd	3 <sup>rd</sup>	4th	5th	6th and onwards**
	Issuer	BA	BA	Circle*	BA	BA	BA
	PBG in Rs.	Warning	Strong Warning	Base monetary penalty (BMP)	Monetary penalty of 110% of BMP	Monetary penalty of 125% of BMP	Monetary penalty of flat 150% of BMP each time in the event of poor performance
A	300000						
B	200000						
C	100000						

\* **Base monetary Penalty** up-to 2.5% of PBG based on weight-age defined for various parameters of targets for evaluating performance may be decided by Circle Head.

\*\* Monetary penalty of flat 150% of base monetary penalty shall be imposed by BA each time in the event of poor performance in any Type-A parameter during sixth months and onwards till the validity of agreement.

For example, if any franchisee improves his performance in the seventh month in all Type-A parameters and perform poorly on any parameter in the 8<sup>th</sup> month, then 150% of base monetary penalty should be imposed on franchisee by BA in the 8<sup>th</sup> month and no penalty shall be imposed in the seventh month.

**Example: - CGM may fix penalty up-to 2.5% of PBG as a Base monetary penalty i.e. it could be 1% or 2% or 1.5% etc.**

**For Class-C franchisee territory, defined PBG is 1 lakh.**

**Let CGM fixes 2% of PBG as Base monetary penalty, i.e. Rs.2000/- and suppose franchisee default in all three Type-A parameters. Then weight-age-wise distribution of penalty on franchisee will be as given below: -**

**FRC/Plan voucher: - 60% of Rs.2000/- = 1200/-**

**RC:- 10% of Rs.2000/- = 200/-**

**POS: - 30% of Rs.2000/- = 600/-**

**Action against Cross-selling:**

- a) If franchisee is found selling outside his territory:
  - (i) 1<sup>st</sup> offence explanation of the franchisee to be called giving ten days' time to submit response. C-TOPUP number of all such retailer to be disconnected under intimation to franchisee, if either no reply is received or the explanation of franchisee is not satisfactory.
  - (ii) 2<sup>nd</sup> offence: - Explanation of the franchisee to be called giving ten days' time to submit response. C-TOPUP numbers of all such retailers to be disconnected under intimation to franchisee, if either no reply is received or the explanation of franchisee is not satisfactory and also their balance is to be forfeited.

(iii) 3rd offence and beyond:-C-TOPUP numbers of all such retailers to be disconnected under intimation to franchisee, and their balance will be forfeited + Rs.3000/- penalty per retailer (along with applicable GST, if any).

**b)** If franchisee is found selling through Multi SIM device:

(i) A penalty @ 5% of total discount/ margin offered to the franchisee at the time of sale of BSNL products as well as incentives provided to the franchisee subsequently on meeting the targets etc. in the last three month will be imposed on the franchisee along with a warning letter.

The C-TOPUP SIM of the retailers indulging in this system will be blocked with available balance.

(ii) The action will be taken after investigation by BSNL. In case the same franchisee is found involved in using Multi SIM Mobile Automatic Recharge System repeatedly, his franchisee ship may be terminated

## **B. General Terms & Conditions**

- a. Whenever any new products are launched, a separate communication will follow on the applicable discount/ margin rate. Additionally, secondary/ subsequent incentive to be granted by BSNL shall also be communicated by BSNL separately.
- b. Franchisees may be given right to view Franchisee portion of Sancharsoft, which they are supposed to view periodically and take necessary actions.
- c. BSNL reserves the right to change the terms of trade from time to time with notice period of 30 days.
- d. BSNL reserves the right to suspend/ decline any sale of BSNL products to Franchisees in case of any pending disputes in matters relating to activations or cancellations.
- e. In case of dispute arising between the Franchisee and BSNL, the same shall be adjudicated by the Circle Head or any official appointed by the Circle Head.
- f. The company's decision will be final on all matters relating to the business and will be binding on the Franchisee.
- g. It will be the Company's endeavor to make the payment to the Franchisees as per the schedule, however this may stretch beyond the scheduled time only in case of delays in getting claims from the Franchisees or in case of incorrect claims.
- h. The payment by the Franchisees will be made through a cheque / ECS after deducting applicable taxes.
- i. All Franchisees will report to BA Head through the nodal officer appointed by him.
- j. BSNL shall, on a conservative basis to withhold tax at source under Chapter XVIIB of the IT Act, 1961 on all discounts/ margins etc. provided to the Franchisees for sale of BSNL Products.
- k. All taxes, present & future, that may be levied by the govt. / Local authorities etc. will be applicable to the franchisee a/c.
- l. The Franchisee shall comply with all applicable laws, bye Laws rules, regulations, orders, and directions notifications etc. of the Govt / Court/Tribunals and shall also comply with all directions issued by BSNL and provide BSNL with all information and cooperation that BSNL may reasonably require from time to time.
- m. The franchisee has to fully cooperate with BSNL to investigate any complaint from the public, retailers or BSNL's sales teams.
- n. Franchisee shall be liable for all payments of wages, Salary etc to its employees & shall comply with all statutory laws, rules, relating to employment, wages, PF, ID, act etc.
- o. The Franchisee shall fully indemnify, defend & hold BSNL harmless from and against all claims, Liability, Losses or damages recoveries, proceedings, actions, Judgments costs, charges & expenses which may be made or brought or commences against BSNL or which BSNL may or may have to bear, pay or suffer directly or indirectly in connection with any breach Franchisee's agreement by franchisee or its agents, employees, offices.

- p. In case any GST and/ or cess liability, interest, penalties or any other tax/ duty/ amount/ charge/ liability / professional costs related to litigation becomes payable by BSNL or ITC is denied to BSNL due to failure of the franchisees to comply with the relevant laws/ regulations applicable in India or overseas, franchisees undertakes to indemnify BSNL for an amount equal to amount payable by BSNL and the same shall be recovered by BSNL
- q. GST (if applicable) on account of liquidated damages due to delay in supply would be borne by franchisee
- r. BSNL Shall not be liable for any act of commission or omission of any third party.
- s. During the currency of agreement, franchisee will not be permitted to provide services to any other telecom service provider.
- t. That franchisee shall display prominently the information prescribed by BSNL from time to time & will display a signboard, of size decided by BSNL, indicating the name & logo/Brand name of BSNL as may be prescribed by BSNL.
- u. That franchisee shall pay all dues & outstanding to BSNL during the currency of assessment or on termination of the agreement as the case may, even if any dispute is pending between the franchisee & BSNL. The same shall be adjustable by the Circle Head or official appointed by Circle Head.
- v. The franchisee will have to abide by the policy rules, regulations & instructions of BSNL as revised/modified from time to time, without any prior notice to the franchisee in respect of all matters including security deposit / PBG, incentive payable to the franchisee etc.
- w. In case of any deviation, default or negligence on the part of franchisee due to which it is liable to pay penalty to BSNL, the same shall be recovered by BSNL from franchisee along with applicable GST (as may be applicable)
- x. Franchisee must enter list of material received, sold and available with him and all his retailers on a daily basis through BSNL –specified IT system.
- y. BSNL shall deduct tax at source if required under GST Act and GST regulations, any law or any regulation.
- z. Franchisee who have not migrated or surrender franchisee-ship, any loss to BSNL on account of such default shall be recovered from PBG.
- aa. Those who were terminated / not migrated may be barred to participate in EOI for that territory only for next two years.
- bb. In case of successful completion of franchisee-ship-agreement agreement period, PBG shall be returned after ensuring that penalty/damage/dues/claims if any are cleared.
- cc. PBG shall be forfeited, in case franchisee does not start business within stipulated time frame as mentioned under agreement.
- dd. PBG shall be refunded in the cases where franchisee surrenders his territory/circle/zone with mutual consent of BSNL and after prior notice to BSNL for surrendering after ensuring that penalty/damage/dues/claims if any are cleared.
- ee. PBG shall be forfeited if franchisee-ship is terminated on performance based evaluation mentioned under agreement.
- ff. If franchisee does not serve prior notice and requests for surrendering his/her franchisee-ship with immediate effect in normal course and he/she is performing well in his territories/circle/zone as per parameters/targets mentioned under agreement, franchisee may be requested to continue with agreement. If franchisee still insists for surrendering of franchisee-ship, he/she may be advised to serve 90 days prior notice, and then PBG shall be returned after ensuring that penalty/damage/dues/claims, if any are cleared. If franchisee/e-distributor stops working with immediate effect, PBG shall be forfeited.
- gg. If franchisee, does not serve prior notice and requests for surrendering his/her franchisee-ship with immediate effect in normal course and he/she is not performing well in his territories/circle/zone as per parameters/targets mentioned under agreement, franchisee may be requested to improve his performance as per penalty clause under agreement and continue with agreement. If franchisee still insists for surrendering franchisee-ship he/she may be advised to serve 30 days prior notice, then PBG shall be returned after ensuring that penalty/damage/dues/claims if any, are cleared. If franchisee stops working with immediate effect, PBG shall be forfeited.

## CHAPTER C

### Detailed Terms & Conditions of the EoI

- I. In case the successful franchisee fails to submit the required documents at the time of agreement or does not turn up for agreement within stipulated time or any information supplied by bidder found fake at any point of time, the EMD of the franchisee shall be forfeited and the consideration for franchisee ship shall be treated as cancelled.
- II. The experience certificate should be issued by at least an officer of Gr.'A' or equivalent rank in case of government or PSUs. In case of private operators, the experience certificate should be issued by marketing head of the company.
- III. The successful franchisee has to submit the performance bank guarantee (PBG) for a period of 3&1/2 years from the date of agreement papers submission. No interest is payable on performance bank guarantee.
- IV. The successful franchisee will have to sign contract agreement within 15 days of the acceptance of the franchisee acceptance document
- V. The PBG is liable to be forfeited in case the franchisee fails or violate the terms and conditions in any manner.
- VI. In the event of any breach of any terms and conditions or delay or default, the contract will be terminated and the security deposited will be forfeited by the BSNL
- VII. Conditional acceptance or any modification to the terms and conditions given in the document are liable to be rejected and EMD will be forfeited.
- VIII. Contract
  - a. Validity of the contract shall be up to three years from the date of agreement.
  - b. Numbers of franchisee can be increased or decreased as per BSNL requirement.
- IX. Right of the CGMT Chennai Telecom circle:
  - a. CGMT, Chennai Telecom circle, reserves the right to accept or reject any or all the franchisee ship request in part or full, without assigning any reason whatsoever.
  - b. CGMT Chennai Telecom circle, reserves the right to terminate the contract at any time by giving one month's notice in writing without assigning any reason.
  - c. In case of violation of terms and conditions of the contract or unsatisfactory services, CGMT, Chennai Telecom circle, reserves the right to terminate the contract at any time and forfeit the PBG.
- X. In case of selection. The BSNL franchisee will sign an agreement with BSNL on non-judicial stamp paper of Rs.200/- to be arranged by franchisee.
- XI. Other conditions:
  - a. The franchisee ship shall initially be for a period of three years from the date of execution of agreement and is subjected to review of performance as prescribed by BSNL.
  - b. Franchisee should provide his present permanent address and bank account number at the time of taking franchisee ship.
- XII. All franchisee for sales of BSNL products and provision of services to BSNL shall operate on valid and authenticated documents including identity status with photograph.
- XIII. The identification/ verification of BSNL customers brought by the franchisee for sale of BSNL products and provision of services to BSNL shall be carried out by the franchisee as per prescribed format including fresh guidelines/ orders by BSNL issued by Govt. of India.
- XIV. The empanelment of the franchisee for BSNL products and provision of services to BSNL shall be without prejudice to the right of BSNL to market these products from its existing or outlets including customer service centers. Nothing shall prevent BSNL to work out and introduce in future.
- XV. BSNL shall reserve the right to cancel the franchisee ship for BSNL products and provision for service to BSNL at any time without assigning any reason.
- XVI. All disputes arising out of franchisee for sales of BSNL products (or provision of services to BSNL) and the BSNL on the other part shall be decided by ration through an arbitrator to be appointed by the BSNL board as per existing orders on the subject.

XVII. The policy of incentives and discounts/ margins can be reviewed by BSNL at any time and decision of BSNL in this regard will be final.

**XVIII. Dispute Resolution/Arbitration**

**I. ARBITRATION** (Applicable in case of supply orders/Contracts with firms, other than Public Sector Enterprise) (Not applicable in cases valuing less than ₹ 5 lakhs)

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

- i) A party wishing to commence arbitration proceeding shall revoke Arbitration Clause by giving 60 days
- ii) notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

iii) The number of the arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for counter claim ,if any)	Number of arbitrator	Appointing Authority
Above ₹ 5 Lakhs to ₹ 5 Crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL	BSNL (Note: BSNL will forward a list containing names of three empaneled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above ₹ 5 crores	3 Arbitrators	One arbitrator by each party and the 3rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.

- iv) Neither party shall appoint its serving employee as arbitrator.
- v) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person In his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise, he shall proceed de novo.
- vi) Parties agree that neither party shall be entitled for any pre-reference or pendent elite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- vii) Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is upto 5 crores.

29B. Fast track procedure –

- 1)Not with standing anything contained in this Act, the parties to an arbitration agreement may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub- section(3).
- 2) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by

the parties.

- 3) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-
- a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
  - b) The arbitral tribunal shall have power to call for further information or clarification from the parties in addition to the pleadings and documents filed by them;
  - c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
  - d) The arbitral tribunal may dispense with any Technical formalities, if an oral hearing is held and adopt such procedure as deemed appropriate for expeditious disposal of the case.
- 4) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.  
If the award is not made within the period specified in sub-section (4), the provisions of sub sections (3) to (9) of section 29 A shall apply to the proceedings.

The fees payable to the arbitrator and the manner of payment and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.

viii) The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of claims and counter claims	Period for making and publishing of the award (counted from the date of the arbitral tribune enters upon the reference)
Upto Rs.5 crores	Within 6 months (Fast Track procedure)
Above ₹ 5 crores	Within 12 months

However, the above time limit can be extended by the Arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the Act.

1. In case of arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay etc., of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements for the presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.

2. The arbitration proceeding shall be held at New Delhi or Circle or OA Headquarter (as the case may be)
3. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

II. Following Arbitration clause may be incorporated in Contracts POs, APOs, Tenders, EOIs, between BSNL and Central/State Government (s) as the case may be in terms of DPE guidelines for settlement of commercial disputes between Public Sector Enterprises inter-se and Public Sector Enterprise(s) and Government Department(s) through Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in

the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however any party aggrieved by such award may make a further reference for setting aside or revision of the 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/Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

Further with regard to already signed / existing contracts, existing Arbitration clause for sole arbitrator can be invoked in case the parties waive subsequent to disputes having arisen between them, the applicability of sub-section (5) of section 12 by an express agreement in writing.

### **III. APPLICABLE Law and Jurisdiction**

a) The supply order for Goods or Services including all matters connected with this supply order shall be governed by the Indian Law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed.

Foreign companies, operating in India or entering into Joint Ventures in India shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.



**Operational Area Wise Vacant Franchisee Territories  
and their Category**

Sl. No.	Name of OA	Franchisee Location Code	Geographical / Exchange Area	Class of territory
01.	Chennai TD/ West	POR	<u>Porur</u>	B
02.	Chennai TD/ Central	TMR	Thiruvanmiyur	C
03.	Chennai TD/ Central	MYL	Mylapore	B
04.	Chennai TD/ South	STM	St Thomas Mount	A
05.	Chennai TD/ North	FBR	Flower Bazaar	C
06.	Chennai TD/ West	KKN	KK Nagar	B

Sl. No.	Name of OA	Territory Name	Important Localities
01	Chennai TD/ West	Porur	Porur, Karambakkam, Kunrathur, Thirumazhisai, Poonamallee, Iyyappanthangal, Madhanandapuram, Kumananchavadi, Karayanchavadi, Mangadu, Kovur, Northern side of Arcot Rd Valasaravakkam, Alapakkam Rd, Maduravoyal Kattupakkam SRM Hospital, Moulivakkam
02.	Chennai TD/ Central	Thiruvanmiyur	Thiruvanmiyur, Kottivakkam, Palavakkam, Injambakkam, Akkarai, Uthandi, New Mahabalipuram Rd, Old Mahabalipuram Rd, Perungudi, Neelangarai, Thoraipakkam, Sholinganallur, Sivagami Puram, Lakshmana Perumal Nagar, Nehru Nagar
03.	Chennai TD/ Central	Mylapore	Mylapore, R.K.Nagar, Royapettah High Rd, Santhome, R.A.Puram, Mandaveli, Chepauk, Triplicane, IG Office, Beach Rd, Secaratritat, Abiramapuram, Green ways Rd, Dr.Natesan Rd, V.M.St Lloyds Rd
04	Chennai TD/ South	St Thomas Mount	Airport, Pallavaram, Zamin Pallavaram, Pammal, Pozhichalur, Nandambakkam, Little Mount, Meenambakkam, Thirusulam, Mugalivakkam, St.Thomas Mount, Nanganallur, Chromepet CLC Rd, New Colony, Thiruneermalai, Adambakkam, Chennai Trade Center, Southern side of Mount Poonamalle High Rd
05	Chennai TD/ North	Flower Bazaar	Flower Bazaar, Periamet, Chennai Central Waltax Rd, NSC Bose Rd, Broad Way, Rattan Bazaar, Mannadi, High Court Complex, Sowcarpet, Egmore, pudupet, chindatripet, Chetpet, Sait Colony, George Town
06	Chennai TD/ West	KK Nagar	Guindy, T.V.K.Industrial Estate, MGR Nagar, Ashok Nagar, KK Nagar, Nesapakkam, Ramapuram, Saidapet, West Saidapet, West K.K.Nagar Jones Rd, Ekkattuthangal Northern side of Mount Poonamalle High Rd

**FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)**

(To be typed on Rs.200/- non-judicial stamp paper)

WHEREAS \_\_\_\_\_ (Name of Bidder) (hereinafter called "the Bidder" intend to submit its Bid no. \_\_\_\_\_ (Date) \_\_\_\_\_ (hereinafter called "the Bid") in accordance EXPRESSION OF INTEREST (EOI) No \_\_\_\_\_ DATED \_\_\_\_\_ INVITED BY M/s. BHARAT SANCHAR NIGAM LTD. having their Registered Office at BHARAT SANCHAR BHAWAN JANPATH NEW DELHI AND CIRCLE OFFICE AT 1st Flr 78 Purasawakkam High Rd Ch 10 (hereinafter called the BSNL) for \_\_\_\_\_.

As an irrevocable Bank Guarantee against Earnest Money Deposit for as amount of \_\_\_\_\_ is required to be submitted by the bidder as a condition precedent for participation in the said EOI, which amount is liable to be forfeited on the happening of any contingencies mentioned herein and or terms and conditions as specified in said EOI.

We, the \_\_\_\_\_ Bank at \_\_\_\_\_ having our Head Office \_\_\_\_\_ (address) hereinafter called "BANK") guarantee and undertake to pay immediately on demand by BSNL the amount \_\_\_\_\_ without any reservation, protest, demur and recourse. Any such demand made by BSNL shall be conclusive and binding on us irrespective of any dispute or difference raised by the BIDDER. The Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of the obligation are:

1. If the bidder withdraws or amends his bid during the period of validity specified by the bidder or
2. fails or refuses to accept the letter of intent or conditional acceptance of letter of intent or
3. any information / documents furnished by the bidder found to be fake or
4. if the bidder, having been notified of acceptance of his bid by the BSNL during the period of bid validity
  - (a) fails or refuses to execute the contract / AGREEMENT, if required, within stipulated time or
  - (b) fails to submit, within stipulated time, the required documents for signing of contract or
  - (c) fails or refuses to furnish the performance Bank Guarantee, in accordance with clause ----- of said EOI.

Bank undertake to pay to the BSNL up to the above amount upon receipt of his first written demand, without the BSNL having to substantiate his demand, provided that in his demand BSNL will note that the amount claimed by him is due to him owing to the occurrence the above conditions and breach of terms and conditions of said EOI.

Notwithstanding anything contained herein

- i) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)
- ii) This Bank Guarantee shall irrevocable and shall remain valid up to ---- days from issue of bank guarantee. If any further extension is required the same shall be extended to such required period on receiving request in this regard from bidder.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

SIGNATURE OF THE BANK

**Product List for FMCG Industry**

Following product categories will be eligible for FMCG industry experience

- a. Personal Care, Oral Care, Hair Care, Skin Care, Personal Wash (soaps).
- b. Cosmetics and toiletries, deodorants, perfumes, feminine hygiene, paper products.
- c. Household care fabric wash including laundry soaps and synthetic detergents; household cleaners, such as dish/utensil cleaners, floor cleaners, toilet cleaners, air fresheners, insecticides and mosquito repellents, metal polish and furniture polish.
- d. Food and health beverages, branded flour, branded dairy products, branded sugarcane, bakery products such as bread, biscuits, etc., beverages such as milk, tea, coffee, juices, carbonated drinks, bottled water etc, snack food, chocolates, tobacco products Ayurvedic preparations, over the counter (OTC), allopathic preparations etc.

**Compensation Structure of Consumer Mobility Product and Services**

Compensation Structure of Consumer Mobility Product and Services for Franchisee /e-Distributor / Rural distributor / Retailers / Post Offices / Large Retail Chain/ PCO Operators / DSAs (in Rs.)				
Sr. No.	Name of Product	Particulars	Initial discount/ margin to Franchisee	Secondary/ Subsequent incentive of franchisee
Post-Paid Products				
1	Post-Paid Voice &Data Plan	SIM & Activation (Note)	NIL	At present CAF commission for both physical and e-KYC CAF activation is Rs.10/-per activation and is applicable after submission of CAF and activation of SIM.(Note)
		Any Monthly Plan	Rs.80/- on deposit of security amount at the time of activation	Balance incentive if any will be paid @14% of Fixed monthly Charges (FMC) at the end each month for six months subject to maximum of 90% of lowest FMC or Rs 500/- (Including initial payment of Rs. 80/-) whichever is less and payment of monthly bills by the customer...
Pre-Paid Products				
Sr. No.	Name of Product	Particulars	Discount, margin and incentive to Franchisee	
2	Pre-Paid Voice & Data	SIM& Activation	At present CAF commission for both physical and e-KYC CAF activation is Rs.10/- per activation and is applicable after submission of CAF and activation of SIM.(Note)	
		Plan voucher	90% of Plan voucher orRs.100/-whichever is less. For special plans where discount is specified, the same is applicable.	
Hardware Products				
3	Data Card	On purchase of each data card	Discount@7.12% on Sale Price (See Note)	
Ad-On Products				
Sr. No.	Name of Product	Particulars	Discount to Franchisee	
4	Pre-paid to Postpaid plan conversion	Pre-Paid to Post-Paid GSM/CDMA/etc.	50% of FMC subject to max. of Rs.150/-after paymentof1 <sup>st</sup> bill.	
5	VAS retailing	Retailing of Value added services through channel	Discount on EUP (End User Price) same as in case of Top-up/recharge (See Note)	

		partners	
<b>RCVs&amp; TOP Ups Products</b>			
<b>Sr. No.</b>	<b>Name of Product /Service</b>	<b>Particulars</b>	<b>Discount to Franchisee</b>
<b>6</b>	All Top-up Vouchers / Flexi Top-up/ STV(Special Tariff Vouchers)/ RCV(Recharge Vouchers)/C-TOPUP		Discount @4.66% on MRP (See Note).

<b>Post-Paid Bill payment through CBP system</b>				
<b>Sr. No.</b>	<b>Name of Service</b>	<b>Particulars</b>	<b>Initial discount/ margin to Franchisee</b>	<b>Subsequent incentive to franchisee</b>
<b>7</b>	Mobile Post-paid bill payment	Mobile Post-paid bill payment through CBP-system	Upfront discount/ margin of flat 2% for mobile Post-paid bill (inclusive of service Tax) payment through C-Top-up at the time of purchase of stock for post-paid wallet in the c-top-up system.( Applicable up-to 31.03.2017 as per order no. 27-8/2015-S&M-CM/15:dated 30.12.2017.	Nil

**Note:-**

1. At present CAF commission for both physical and e-KYC CAF activation is Rs.10/-per activation issued vide this office letter no. 27-18/2017/S&M-CM/7 dated 07.11.2017and subject to revision from time to time.

2. Rate of discount on all Top-up Vouchers / Flexi Top-up / STV (Special Tariff Vouchers)/ RCV (Recharge Vouchers) / C-TOPUP shall be calculated on MRP and subject to revision from time to time.

3.Discount onC-TOPUP/recharge toPCOOoperators/DSAs/Retailer/shallbe70%ofdiscount/marginoffered to Franchisees

4. Discount on C-TOPUP/recharge toRuralDistributorshallbe82.5%ofdiscount offered to Franchisee.

5.Fore-Distributordiscountis75%of discount offered to Primary Franchisees, subject to maximum3.5%

6.DiscountapplicabletoPostOffice/LargeRetailChainshallbeatparwithdiscountofferedtoFranchisee

7. BSNL will charge GST on the price at the transaction value i.e. the price at which BSNL sells c-top up/ voucher to the franchisee as against the discount calculated on the MRP. Quantum of discount shall be communicated time to time and subject to revision as per market dynamics. **The amount of discount (when applied on the gross amount tendered by the franchisee) will be reviewed & recount from time to time based on the applicable rate of GST.** This may be included in commercial agreement with franchisee at the time of migration/EOI.

8.EUP=End User Price is amount in Rs. For which VAS services sold to customer. Same pre-paid wallet is being used by retailers for VAS retailing.

9.The discount / commission of Product and services may be modified from time to time and that will be binding as per the BSNL guidelines.

**SHARING OF DISCOUNT/ MARGIN and INCENTIVES****Table- I A (Two Tier) Franchisee – Retailer**

Sharing of franchisee discount/ margin and incentives among Franchisee → Retailers

Product	Franchisee	Retailers
New Connection (Prepaid/ Postpaid)	30%	70%
CAF Incentive	70%	30%
Recharge / C-TOPUP	30%	70%

**Table- I B (Three Tier) Franchisee – RDs – Retailers**

Sharing of franchisee discount/ margin and incentives among Franchisee/ RDs/ Retailers

Product	Franchisee	RDs	Retailers
New Connection (Prepaid/ Postpaid)	15%	15%	70%
CAF Incentive	50%	20%	30%
Recharge / C-TOPUP	15%	15%	70%

**Table- II (Two Tier) RDs – Retailers**

Sharing of franchisee discount/ margin and incentives among RDs/ Retailers

Product	RDs	Retailers
New Connection (Prepaid/ Postpaid)	15%	70%
CAF Incentive	50%	30%
Recharge / C-TOPUP	15%	70%

The SHARING OF DISCOUNT/ MARGIN and INCENTIVES may be modified from time to time and that will be binding as per the BSNL guidelines issued from time to time.

**FORMAT OF THE PERFORMANCE BANK GUARANTEE**

(To be typed on Rs.200/- non-judicial stamp paper)

Bank Guarantee in respect of Agreement dated ..... between Bharat Sanchar Nigam Limited and M/s ..... , a company registered under The Companies Act, 1956 and having its Registered Office at ..... (hereinafter called "Franchisee") has entered into an agreement dated ..... (hereinafter referred to as "the said agreement") with M/s Bharat Sanchar Nigam Limited (BSNL in short) (A Government of India Enterprise) (hereinafter referred to as "BSNL") with Corporate office at Regd. & Corporate Office Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi – 110001, through / ..... Circle whereby BSNL has agreed to appoint Franchisees for providing BSNL service on the terms and conditions exclusively mentioned therein for the area ..... ( Name of the area for Franchisee / Area code for Franchisee).

It has been agreed between the parties that a Bank Guarantee for Rs. .... (Rupees ..... lakh only) shall be given by the Franchisee in favour of the BSNL for due and faithful performance of the terms and conditions of the said agreement.

..... Bank having its office at ..... has at the request of the Franchisee (M/s ..... ), agreed to give the guarantee as hereinafter contained:

1. We, ..... (hereinafter called "the Bank") do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Franchisee has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum of Rs. ..../- (Rupees ..... lakh only) or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it compel the Bank to pay the same.
2. Any such demand from the BSNL shall be conclusive as regards the liability of Franchisee to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Franchisee had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Franchisee and BSNL regarding the claim.
3. We, the Bank further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect for the period of 3½ years from the date of commencement of the agreement or the term of this guarantee whichever is later. But if the period of the said agreement is extended either pursuant to the provisions in the said Agreement or by mutual agreement between the Franchisee and the BSNL, the Bank shall automatically renew the period of the Guarantee for such period which expires 6 (six) months after the renewed period of the said agreement failing which it shall pay to the BSNL the said sum of Rs. ..../- (Rupees ..... lakh only) without BSNL demanding the payment of the above sum.
4. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Franchisee and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Franchisee or through any forbearance, act or omission on the part of BSNL

or any indulgence by BSNL to Franchisee or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

5. The Bank further agrees that in case this Guarantee is required for a larger period and it is not extended by the Bank beyond the period specified above in Clause 3, the Bank shall pay to BSNL without BSNL having to demand the payment of the said sum of Rs..... /- (Rupees ..... lakh only) on the last day on which the Bank Guarantee is due to expire.
6. Notwithstanding anything herein contained;
  - (a) The liability of the Bank under this guarantee is restricted to Rs..... /- (Rupees ..... lakh only) and it will remain in force for a period of 3½ years i.e. upto ..... (6 month after the expiry of the agreement)
  - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before.....
7. The Bank guarantees under its constitutional power to give this guarantee and..... and ..... who have signed it on behalf of the Bank have authority to do so.

(Authorized Signature of the Bank Official)  
Power of Attorney General:

Dated:  
At



**List of authorized representatives of franchisee**

Sino.	Name of Authorized representative	Address	Mobile No.	Email id.
1				
2				
3				

Note: The franchisee shall be responsible for the act / work done by the above authorized representative

To

Assistant General Manager (MM&TENDER)  
4<sup>th</sup> floor, KK Nagar Telephone exchange,  
99, Jawaharlal Nehru Rd,  
BSNL Chennai Telephones, Chennai 600 078

Sub: Submission of EOI for Franchisee ship (Name of the area ...../ district.....)

Dear Sir,

With reference to your advertisement inviting expressions of interest on the above subject, I / we hereby submit my / our expression of interest duly completed all the details called for.

Thanking you,

Yours sincerely,

Signature

(Name of the authorized signatory)

For & on behalf of

Seal of the Firm/Company/Organization

Encl.:

- (I) All Annexure duly filled up & signed with supporting documents
- (II) DD for fee of EOI document Rs 1180/- (Inclusive of GST) in case EOI document downloaded from site.

**Particulars of the Applicant seeking Franchisee-ship**

1. Name of the applicant / Organization: M/s.....  
.....
2. Registered Address / Office Address .....  
.....  
Telephone No. (s)  
Mobile No (s)  
Fax  
E-mail
3. Status of the applicant / organization (with supporting documents) Tick the relevant one
  - a) Proprietorship
  - b) Partnership
  - c) Private Limited
  - d) Public Limited
  - e) Others
4. Name of the area (for Franchisee) / Area Code for (Franchisee )
5. Date of inception of the firm / organization
6. GST registered number (GSTIN):
7. PAN No / GIR No.
8. Turnover of the firm / organization over the last one year (with supporting documents)
9. Names of the Directors along with %age share
10. Name of the Executive Director / Proprietor:  
(Who will manage the Franchisee ship)
11. Residential Address of the Executive Director / Proprietor
12. Mobile No. and Email id of the Executive Director / Proprietor
  - (i) Private and public limited company or PSU any one of the directors should be graduate and association with the firm should be of more than two years.
13. Name of the Banker with address and contact number(s)

14. Present activity with details, and the names of the organizations for which the applicant is acting as Franchisee / wholesaler/Franchisee etc.
15. Number of Franchisees / retailers for the activity indicated in 13 above
16. Total manpower on roll employed / engaged by the firm / organization
17. Work experience of minimum..... With full details thereof. (supporting documents to be submitted)  
Are you existing franchisee of BSNL, if yes, please give details.
18. Have you applied for more than one franchisee ship? If Yes, give details
19. Details of the required office space-
- (a). Ownership Category
- Owned ☐ Rented ☐
- (b). Possession
- Already in possession ☐
- Possession can be taken within..... Days ☐
- (c). Address of the office
20. Educational Qualification Details of Proprietor / Partners (with supporting documents):

## DECLARATION

I, ....., on behalf of ..... having gone through the terms & conditions of the EOI and agree to abide by the same in case the Franchisee-ship is awarded to me / our firm / company.

1. If I /We does not accept the APO /AWO and /or does not submit the PBG or fail to enter in to the agreement & commence the work in time as per BSNL order
2. If any loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the bidder(s) of any of terms or conditions contained in the said tender document or by reason of the bidder (s) failure to perform the said Agreement.
3. If anything is found false and / or incorrect and/ or reveals any suppression of fact at any time,
4. If the bidder either registered with body specified by Ministry of Micro, Small & Medium Enterprise or **Non MSE** bidder claiming any concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations,
5. If I / We withdraws or amends the bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form

I/We hereby undertake that under any/all the above conditions, BSNL reserves the right to debar our tender offer / cancel the LOA / Purchase / workorder if issued, and to suspend / Debar / Ban for a period of one year from the date of such order / instance. BSNL can debar my/our firm from any further work/ contract by BSNL for one year from the date of issue of such order.

Name of the Signatory

For and on behalf of

**Location for Franchisee ship applied for**

(As per details given in ANNEXURE - H)

S.No.	Location/Code number of area	Name of OA
1.		

**Other area if applied for / Working**

S. No.	Location/ Code number of area	Name of OA and Circle	Applied / Working
1.			
2.			
3.			

**Declaration**

I further declare that the information given above is true. The declaration if found wrong, I may be disqualified from all the franchisee-ship areas.

Dated this ..... Day of ..... 20...

Seal and Signature: .....

**Format of Certificate about close relatives working in BSNL**  
(To be submitted by all the Owner/ Partners/Directors of the Company)

"I ..... s/o ..... r/o ..... here by certify that none of my relative(s) as defined in the EOI document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it found that the information given by me is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit / without any prior intimation to me."

The near relatives for this purpose are defined as:-

- a) Members of a Hindu undivided family.
- b) They are husband and wife.
- c) The one is related to the other in the manner as father, mother, son(s) & son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

Dated this ..... Day of ..... 20...

Seal and Signature: .....

**DECLARATION-2**

(IN COMPANY'S LETTER HEAD)

(IN CASE OF PARTNERSHIP FIRM PROPRIETOR OF FIRM/ COMPANY)

**DECLARATION**

I, ----- son of / wife of Shri----- and proprietor / Director/ partner of M/s.----- do hereby solemnly affirm and declare as under:

1. That I am the sole proprietor / partner / Director of M/s.-----has never ever been debarred and/ or blacklisted by any Dept. of Central Govt./State Govt./PSU/Public bodies/Municipalities and not ----- having any on-going litigation or court case pending or any other money suits also state that the bid is not submitted in the name of this firm, while being Director or partner or proprietor of such firm which is either debarred, black-listed or has entertained litigation or having on-going litigation or court cases or money suits pending regarding the failure of providing goods & Services.
2. In case the above declaration is found to be incorrect or wrong, the contract if awarded to the firm shall be terminated immediately and the firm shall be liable to the black listed / debarred for future works/ contract with BSNL. Any such action however be without prejudice to BSNL's rights under the law.

The above declarations are given in accordance with the EOI conditions.

Signature of Proprietor/Partner/Director

(Shri/Smt./Ms-----)

Note: The signatory should not affect any variation in the text of declaration. Declaration in any other form shall not be acceptable and render the bidder for penal action as decided by \ General Manager (S&M)-CM, CHTD, Chennai-02.



## SCHEDULE FOR SUBMISSION AND OPENING OF EOI

Sl. No.	Name of OA	Franchisee ship territory	Last Date and Time for submission of EOI	Date and Time for opening of EOI
01.	CHENNAI TD/ WEST	PORUR	16.08.2024 15:00 hrs	17.08.2024 15:00 hrs
02.	CHENNAI TD/ CENTRAL	THIRUVANMIYUR	16.08.2024 15:00 hrs	17.08.2024 15:00 hrs
03.	CHENNAI TD/ CENTRAL	MYLAPORE	16.08.2024 15:00 hrs	17.08.2024 15:00 hrs
04.	CHENNAI TD/ SOUTH	ST THOMAS MOUNT	16.08.2024 15:00 hrs	17.08.2024 15:00 hrs
05.	CHENNAI TD/ NORTH	FLOWER BAZAAR	16.08.2024 15:00 hrs	17.08.2024 15:00 hrs
06.	CHENNAI TD/ WEST	KK NAGAR	16.08.2024 15:00 hrs	17.08.2024 15:00 hrs

For BSNL Experienced Bidders

Month	Performance Score

Experience cum Performance Certificate for applying BSNL franchisee ship of \_\_\_\_\_ territory of \_\_\_\_\_  
Chennai Telephone District

This is to certify that M/s \_\_\_\_\_ is a franchisee/DSA of  
\_\_\_\_\_ territory of Chennai Telephone District from \_\_\_\_\_ to \_\_\_\_\_. The performance  
score for the last three months of operation as franchisee from \_\_\_\_\_ to \_\_\_\_\_ is given below.

Seal & Signature of Sales Head

Date:

\*\*\* END OF DOCUMENT \*\*\*