

**BHARAT SANCHAR NIGAM**

O/o The Chief General Manager

HP Telecom Circle

**LIMITED**

**Expression of Interest  
for**

**Franchisee-ship of BSNL Products and Services in Rajgarh Territory,  
Under Solan BA of BSNL HP Circle**

**Details of Territory for Franchisee-ship**

Name of BA	Name of Territory	Code of Territory	Class of Territory	EMD Amount	PBG Amount
Solan	Rajgarh	HP02102	C	Rs 25,000 /-	Rs.1,00,000 /-

EOINo:HPCO-15/12/6/2021-CM-SALES HPCO/DFA/579279Dated: 04/03/2023

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: 25/03/2023at 14:00 Hours

Date of opening of Bid: 25/03/2023at 14:30 Hours

Signature and Seal of issuing authority .....

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This document contains 39 pages including the cover page. Please check that all the pages are intact in the document.

**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	Doc. submitted	
		Y / N	Page. No.
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.	If EOI document is downloaded from Internet, a DD of Rs 1000/- as cost of the bid document from a Nationalized / Scheduled Bank should be attached.		
3.	Bank guarantee towards EMD / Bid security issued from a Schedule bank on non-judicial stamp paper of Rs.100/- (Format enclosed Annexure B) and valid for 180 days from the date of opening of EOI.		
4.	Duly filled application form for individuals / companies / firms (Section-C, Annexure-G, H & I)		
5.	Self- attested copy of Article or Memorandum of Association or partnership deed or proprietorship registration as the case may be.		
6.	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 him-self signs the documents.		
7.	Self-attested copy of GST Registration number, if applicable		
8.	Self-attested copy of PAN & TAN		
9.	Interested party should provide a self-declaration along with the evidence that the bidder is not black listed by the GST authorities. (In case of multiple Goods and Services Tax Identification Number (GSTIN) the numbers can be provided as Annexure)		
10.	Self-attested copy of Turn-over Certificate (P&L Account) issued by CA of Financial year for which experience (Out of last 3 Financial year) is to be submitted in the EOI.		
11.	Acknowledged copy of Income Tax Return of last Financial year		
12.	Certificates for experience in dealing with telecom or FMCG or Electronic/Electrical goods for last 1 or more years as on the date mentioned in EOI with duly attested supporting documents.		
13.	List of retailers for verifying established retail chain.		
14.	Proof of ownership/rent-deed/supportive documents (acceptance from the owner), showing the clear title of the office space and area. Office space is to be ensured within 15 days of		

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	LOI (Letter of Intent) for Franchisee ship.		
15.	Proof of highest educational qualification		
16.	Any other supporting documents as asked for or called for		

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 The Chief General Manager,**  
**Himachal Pradesh Telecom Circle / District**

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

*(To be filled by the applicant)*

Name of the BA	Name of the franchisee area	Code of franchisee area	Category of Territory

Name and address of the firm

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

Phone No. (s):

Office:

Residence:

Mobile:

Details of the EOI Document Cost and Ernest Money Deposit:

Particulars		Issuing Bank with branch name	Issuing date	Validity	Amount (Rs.)
EOI Document cost	DD No. _____			N/A	Rs.1000/-
EMD (DD / BG)	BG / DD No. _____			Valid upto _____	_____

Seal & Signature of Bidder .....

**Bharat Sanchar Nigam Limited**  
**O/o The Chief General Manager,**  
**Himachal Pradesh Telecom Circle**

**SECTION A****NOTICE INVITING EOI (Expression of Interest) for BSNL Franchiseeship**

**EOI No:** HPCO-15/12/6/2021-CM-SALES HPCO/DFA/579279 **Dated:** 04/03/2023

Sealed EOI (location wise) are invited on behalf of CMD BSNL by CGM HP Telecom Circle 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 BAs, from eligible and willing parties for various franchisee areas following territories:

**Table -I**

Name of BA	Name of Territory	Code of Territory	Class of Territory	EMD Amount	PBG Amount
Solan	Rajgarh	HP02102	C	Rs 25,000 /-	Rs.1,00,000/-

Note:

(i) EOI document may be downloaded from BSNL official website [www.hp.bsnl.co.in](http://www.hp.bsnl.co.in) .

(ii) The sale of EOI document will also be available from AGM (Sales-CM), O/o GM(CM), BSNL, Boundary Estate, Telephone Exchange, Chhota Shimla, HP-171002 on any working day between 1000 Hours to 1300 Hours w.e.f 04/03/2023 to 25/03/2023.

**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.
- a. **Turn over:** Turnover is defined as sales proceed as per audited P&L account of the firm, submitted for last financial year(s). 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:**

- i. RDs & DSAs of BSNL are also allowed to participate in the EOI subject to fulfillment of eligibility conditions. Experience for RD / DSA of BSNL or with any other telecom operator shall be counted as experience for participation in EOI and score shall be given accordingly. **Retailers shall not be allowed to participate in EOI.**
- ii. BSNL RD / DSA who are close relative of BSNL employee are not eligible to be appointed as BSNL franchisee.
- iii. **The cut-off date for experience shall be taken as 28-02-2023.**
- c. **Space:** Interested party must ensure office/ showroom space (carpet area) of size 120 sqft for BSNL franchisee ship within operational area of the territory. Office Space is to be ensured within 15 days of LOI for award of Franchisee ship.
- d. Interested party should have a valid PAN and TAN.
- e. Interested party should have a valid Goods and Services Tax (GST) registration Certificate no. for each state.
- f. Interested party should provide a self-declaration along with the evidence that the bidder is not black listed by the GST authorities.
- g. 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.
- h. In case of multiple Goods and Services Tax Identification Number (GSTIN), all the numbers can be provided as Annexure.
- B. Bid document will be available from AGM (Sales-CM), O/o the GM(Consumer Mobility), Himachal Pradesh Circle, Telephone Exchange Building, Boundary Estate, Chhota Shimla, Shimla 171002 on any working day, on payment of Rs. 1000 (non-refundable) in the form of crossed bank draft in favour of AO (EF), O/o Chief General Manager, BSNL, Himachal Pradesh Circle, Shimla. In case of cash payment, the original cash receipt obtained should be enclosed with application.
- C. EOI document may also be downloaded from BSNL site <http://hp.bsnl.co.in/hpc/circle.php> and cost of document in the form of DD be deposited along with the bid.
- D. **Submission of EOI:** Separate EOI should be submitted for each vacant location and each EOI should be super scribed with "CM-Franchisee-ship for ..... territory, ..... BA." and it should be dropped in drop box kept in the office of GM (Consumer Mobility) Himachal Pradesh Circle, Telephone Exchange Building, Boundary Estate, Chhota Shimla, Shimla 171002.
- E. **Opening of EOI:** EOI shall be opened area wise as per schedule attached, in the office of the GM (Consumer Mobility) in the presence of bidders/authorized representatives of the bidders who wish to be present.
- F. Fee for EOI Document is neither transferable nor refundable.
- G. EOI document will neither be sent nor be accepted by Post / Courier.



**SECTION B****Sub 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 BA). 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 Sub Section 5(I)(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. Appointment of Retailers Franchisee must appoint sufficient numbers of retailers in the territory such that:
- e. Each Urban BTS areas & Rural BTS areas should have at least 8 retailers and 4 Retailers respectively.
  - i. One retailer in urban commercial area at every 200 meter
  - ii. One retailer in urban residential area at every 500 meter
  - iii. 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. All new connections will be activated through latest version of any BSNL App, however, in exceptional cases, 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/- 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 (i) 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 / Sanchar Aadhar.
- 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 informing their GSTN No. to BSNL for billing purposes.

**Sub 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 Operational Area (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:-

Monthly average CTOPIUP Sale in last 4 quarters	Category of Territory
Upto 20 lakhs	C
>20 lakh upto 40 lakh	B
>40 lakh	A

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

All proprietorship firm, partnership firms and company of Indian origin fulfilling the 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(s). 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:**

- i. RDs & DSAs of BSNL are also allowed to participate in the EOI subject to fulfillment of eligibility conditions. Experience for RD / DSA of BSNL or with any other telecom operator shall be counted as experience for participation in Eoi and score shall be given accordingly. **Retailers shall not be allowed to participate in Eoi.**
- ii. BSNL RD / DSA who are close relative of BSNL employee are not eligible to be appointed as BSNL franchisee.
- iii. **The cut-off date for experience shall be taken as 28.02.2023.**
- c. **Space:** Interested party must ensure office/ showroom space (carpet area) of size 120 sqft for BSNL franchisee ship within operational area of the territory. Office Space is to be ensured within 15 days of LOI for award of Franchisee ship.
- d. Interested party should have a valid PAN and TAN.
- e. Interested party should have a valid Goods and Services Tax (GST) registration Certificate no. for each state.
- f. Interested party should provide a self-declaration along with the evidence that the bidder is not black listed by the GST authorities.
- g. 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.
- h. In case of multiple Goods and Services Tax Identification Number (GSTIN), all the numbers can be provided as Annexure.

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

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

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:

- a. **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.
- b. **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.
- c. EOIs are to be floated and finalized at circle level. The approving authority will be the Head of circle.
- d. Circle must invite EOI from willing parties for eligible territories.
- e. To evaluate the short-listed bidders, a Selection committee at circle comprising of three members will be formed for each BA with the approval of circle head.
  - i. Two members from circle office who will be common for all selection committee - GM(CM) and DGM(Fin.)
  - ii. Third Member – concerned BA head.
- f. After evaluation by the selection committee, the recommendation of the selection committee shall be approved by Circle Head. Lol to successful bidder shall be issued by the EOI issuing authority with the instruction to submit the requisite PBG at the concerned BA within 15 days time frame 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.

**B. Selection by committee:**

- a. If no qualified application is received against any franchisee territory in EOI, measures stated in para H of Section 3 of CM Sales & Distribution Policy 2018 may also be taken.
- b. BSNL reserves the right to revise some sections of Sales & Distribution policy according to change in business environment. BA shall notify all such changes to franchisees. Franchisee will be assumed to be in agreement with revised norms unless notified to BSNL in three week's time. Any party who wishes to discontinue the agreement can do the same by providing a 60 days notice.
- c. **Interested party must deposit EMD of Rs. 2.00 lakh for class A territories, Rs. 1.00 lakh for class B territories and Rs. 0.25 lakh 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.
- d. 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.
- e. The decision of BSNL will be final and binding.

**C. Terms & Conditions with EOI**

- a. Each franchisee will sign Franchisee Agreements at concerned BA 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 BA / 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 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.
- j. Franchisee should ensure manning of office at least 12 hours per day (9:00 AM to 9:00 PM).

- k. 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.

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

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

- a. BA head may recommend the name of the franchisee with lowest sales in the BA (based on quarterly evaluation done in respect of Type A parameters) to Circle Head for terminating the contract with such franchisee.
- b. The BA 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 fillup the vacant territory.
- c. Base monetary Penalty up-to 2.5% of PBG based on weight-age defined for Type A parameters of targets for evaluating performance may be levied upon to those franchisees who could not be removed due to restriction in para-ii above.
- d. 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 BA 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 BA level.

**F. Extension of agreement**

- a. 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 Sub Section 2.

**G. 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 / BA based on provisions in CM Sales & Distribution Policy 2018.
- b. PBG (Performance Bank Guarantee) of:
  - i. **Rs. 3 Lakhs for class A territory,**
  - ii. **Rs. 2 Lakhs for class B territory and**
  - iii. **Rs. 1 Lakhs for class C territory**
 to be submitted before signing of agreement within 15 days of issue 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 EMD/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 BA, PBG (Performance Bank Guarantee) shall also remain in concerned BAs, Franchisees will be monitored and supported by BA. Payments will be done from BA (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.

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- f. 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' BAs 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 ii above and they will also ensure that the value of cheques 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. 1-4/BBF/e-payment/TM/07-08 dated 17.10.2012 by BFCI section of BSNL CO regarding safe banking may also be followed.
  - vii. Franchisee may open an account with RTGS/online transfer facilities in the bank in which BSNL's account is in concerned BA. 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.
- h. **Roll out Plan:** 50% of the retailers as mentioned in para B of Sub 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.

#### H. 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

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- 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 company / firm is registered (GST registration) or where it has operations (existing shop / office) for at least last two years or more.

I. **Scoring Guidelines for Selection Criteria:**

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

Sr. No.	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.	Fulfillment of Minimum Criteria and Greater than 1 years in excess but less than 2 years in excess	8	7	5	3
c.	Fulfillment of Minimum Criteria and 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 ural Distributor / DSA 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.	Fulfillment of Minimum Criteria and Greater than 25 percent in excess but less than 50 percent in excess	6
c.	Fulfillment of Minimum Criteria and 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	Weight-age
Same SDCA	10
Adjacent territory of same OA	7
Adjacent territory of adjacent OA of same circle / any other territory 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 / BA / 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'.

**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.

**Sub Section 4: Target Setting and Performance Management****A. Target Setting:**

Targets will be assigned by Circle to BAs and thereafter BAs 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.

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

i	<b>FRC / Plan Voucher</b>	Gross connections (SIM activations) BA wise and Franchisee wise
ii	<b>RC</b>	Recharge sales – BA wise and Franchisee wise
iii	<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:

i. **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.

ii. **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.

iii. **For POS:**

Based on number of BTS

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

BA Head will allocate connections at least on the last year percentage share by franchisees in OA & 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.

i. **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.

ii. **For recharge:**

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

iii. **For POS:**

BA should ensure that the targets set by BSNL corporate office 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:

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

Apart from these targets for any other products from other business units shall be set by concerned business units however franchisee's performance 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:**

- a. 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.
- b. 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 (Type A)	Weightage
FRC / Plan Voucher	45%
RC	30%
POS	25%
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.

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

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.

- d. 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.
- e. 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.
- f. 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.

- g. 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.
- h. 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.

#### **Sub Section 5: Sale price of BSNL products**

- A. 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.
- B. 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.
- C. 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.
- D. 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 XVIIB 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. BA 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 incentives 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

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- 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 XVIIB 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/BA.
- E.** 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 7 (Seven) days of Invoice date.

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

- a.** 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;
- b.** Invoice/DN/CN need to be issued timely within the time prescribed under GST law;
- c.** 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;

- d. 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;
- e. 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 availment of credit and ensure that the place of supply as per GST law is same as registered premise;
- f. It shall be the responsibility of franchisee to raise invoice within the prescribed timelines.
- F. 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
- G. 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
- H. 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
- I. **Penalty (along with applicable GST, if any):**
- a. 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	30000 0							
B	20000 0							
C	10000 0							

\* **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.

Weight-age	Base monetary Penalty
< 30%	0.5% of PBG
≥30% to <50%	0.25 % of PBG
≥50%	0.10% of PBG

\*\* 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/-**

**b. Action against Cross-selling:**

i. If franchisee is found selling outside his territory:

1. 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.
2. 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.
3. 3<sup>rd</sup> 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).

c. If franchisee is found selling through Multi SIM device:

1. 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.
2. The C-TOPUP SIM of the retailers indulging in this system will be blocked with available balance.
3. 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

**J. 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 XVIIIB 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, 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



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- 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.

#### K. Detailed Terms & Conditions of the Eoi

- a. 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.
- b. 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.
- c. 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.
- d. The successful franchisee will have to sign contract agreement within 15 days of the acceptance of the franchisee acceptance document
- e. The PBG is liable to be forfeited in case the franchisee fails or violate the terms and conditions in any manner.
- f. 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
- g. Conditional acceptance or any modification to the terms and conditions given in the document are liable to be rejected and EMD will be forfeited.
- h. Contract
  - i. Validity of the contract shall be up to three years from the date of agreement.
  - ii. Numbers of franchisee can be increased or decreased as per BSNL requirement.
- i. Right of the CGMT HP Telecom circle:
  - i. CGMT HP 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.
  - ii. CGMT HP Telecom circle, reserves the right to terminate the contract at any time by giving one month's notice in writing without assigning any reason.
  - iii. In case of violation of terms and conditions of the contract or unsatisfactory services, CGMT, HP Telecom circle, reserves the right to terminate the contract at any time and forfeit the PBG.
- j. In case of selection. The BSNL franchisee will sign an agreement with BSNL on non judicial stamp paper of Rs.100/- to be arranged by franchisee.
- k. Other conditions:
  - i. 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.
  - ii. Franchisee should provide his present permanent address and bank account number at the time taking franchisee-ship.
- l. 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.

- m. 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.
- n. 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.
- o. BSNL shall reserve the right to cancel the franchisee ship for BSNL products and provision fo service to BSNL at any time without assigning any reason.
- p. 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 arbitration through an arbitrator to be appointed by the BSNL board as per existing orders on the subject.
- q. 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.
- r. **Dispute Resolution/Arbitration**

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

## ANNEXURE – A

## CM Franchisee Territories

Sr. No	BA Name	Territory	Territory Code	Territory Geographical Area	Areas Covered	Territory Category
1.	Solan	Rajgarh	HP02102	SDOT Rajgarh	SHERGAON, SANORA, NERIPUL, LANACHETA, KHEIRY, HABBAN, GIANKOT, FAGU, DRABLA, DHAMLA, DAHAN, DEEDAG, BARUSAHIB, DEOTHI MAJHGAON, NAINA TIKKAR, SARAHAAN, DIMBER, PACHHAD, KATLI, JEHRAR KATHAR, RAJGARH	C

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

(To be typed on Rs.100/- 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 \_\_\_\_\_ (hereinafter called the BSNL) for \_\_\_\_\_.

As an irrevocable Bank Guarantee against Earnest Money Deposit for an 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 of 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

**ANNEXURE – C**

**Product List for FMCG Industry**

Following product categories will be eligible for FMCG industry experience

1. Personal Care, Oral Care, Hair Care, Skin Care, Personal Wash (soaps).
2. Cosmetics and toiletries, deodorants, perfumes, feminine hygiene, paper products.
3. 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.
4. 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.

**ANNEXURE-D**

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

Compensation Structure for Consumer Mobility Product and Services are one of the best in the Industry and are updated time to time based on the market conditions. For details of the Compensation Structure, please contact nearest BSNL Office.

**ANNEXURE – E****FORMAT OF THE PERFORMANCE BANK GUARANTEE**

(To be typed on Rs.100/- 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.



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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

S.No	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

**ANNEXURE - G**

To,

**Asstt. General Manager (Sales-CM)**

O/o Chief General Manager, BSNL,

Himachal Pradesh Telecom Circle

Shimla, HP

**Subject:** Submission of EOI for Franchisee-ship of ..... (Name of Territory)

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.:

1. All Annexure duly filled up & signed with supporting documents
2. DD for fee of EOI document Rs. 1000/- in case Eoi document downloaded from site.
3. EMD of Rs. ....

**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 two years (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
  1. 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)
18. Are you existing franchisee of BSNL , if yes, please give details.
19. Have you applied for more than one Franchisee ship. If Yes, give details
20. 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 .....

**ANNEXURE – I**

**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.

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 BA
1.		

**Other area if applied for / Working**

S. No.	Location/ Code number of area	Name of BA 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: .....