



BHARAT SANCHAR NIGAM LIMITED
O/o Chief General Manager
Odisha Telecom Circle

(FIRST ROUND)
EXPRESSION OF INTEREST (EOI)
(SECOND TIME)
FOR
FRANCHISEE SHIP OF BSNL PRODUCT AND SERVICES FOR SALES AND DISTRIBUTION
IN ODISHA TELECOM CIRCLE

EOI No: OR/CM/EOI (2) /13-14

Dated 11-04-2014

LAST DATE & TIME FOR BID SUBMISSION	11.00 HRS OF 09-05-2014
DATE & TIME OF BID OPENING	11.30 HRS OF 09-05-2014
PLACE OF OPENING	O/o Sr. G.M (CM). BJB NAGAR TELEPHONE EXCHANGE CUM ADMINISTRATIVE BUILDING,, BHUBANESWAR, 751014
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	
SSA OF THE FRANCHISEE AREA FOR WHICH EOI IS BEING SUBMITTED	
SIGNATURE OF BIDDER	

COST OF EOI DOCUMENTS	Rs 1050/- (Rupees One Thousand Fifty only)
ISSUED BY	AGM(CM-Sales), O/o Sr. G.M (CM). BJB Nagar Telephone Exchange Cum Admn Building , BJB Nagar ,Bhubaneswar -14

Please visit us: www.orissa.bsnl.co.in

This document contains **36 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: In case any documents is found wanting the bid is subjected to rejection.

S.N.	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-G, H&I).		
3	If EOI document is downloaded from Internet, a DD of Rs 1050/- as cost of the bid document from a Nationalized / Scheduled Bank should be attached.		
4.	General Power of attorney in favor 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 LST/CST/Service TAX Registration number, if applicable.		
7.	Attested copy of PAN/GIR Number.		
8.	Attested copy of current & valid clearance from Central and State Sates Tax authority if applicable.		
9.	Bank guarantee towards EMD / Bid security issued from a nationalized / 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. (DD will not be accepted)		
10(a)	Attested copy from CA of turn over details for the <u>year 2012-13 (P&L Account)</u> Turnover certificate item wise.		
11(a)	Certificates for experience in dealing with telecom or FMCG or Electronic/Electrical goods for last 2 years as on the date of opening of EOI with duly attested supporting documents.		
11(b)	List of retailers for verifying established retail chain.		
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	Latest Income Tax clearance certificate		
14.	Self declaration certificate of RD/DSA (<u>Annexure-N</u>)		
15.	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.
5. The tenderer may at it's discretion call for any clarification regarding the document. In such case(s), the bidder shall have to comply the tenderer's requirement within the specified time. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

In case of any difficulty/clarification please contact to

- 1) Shri A.K.Swain , AGM(CM-Sales) :0674-2435656 , Mob:-09438884400.
- 2) Shri B.B.Nayak , SDE (Nodal Officer-II) :0674-2436123 , Mob:-09437023032.



Bharat Sanchar Nigam Limited
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Details of the Franchisee area for which the franchisee ship is applied

(To be filled by the applicant)

Name of the SSA	Name of the franchisee area	Code of franchisee area

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.1050/-
EMD (in the form of BG)	BG No.			Valid upto

Seal & Signature of Bidder

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Bharat Sanchar Nigam Limited
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Odisha Telecom Circle

SECTION 'A'

NOTICE INVITING EOI (EXPRESSION OF INTEREST) FOR BSNL FRANCHISEE SHIP
FIRST ROUND EOI (SECOND TIME)

EOI No. OR/CM/EOI(2)/13-14

DATED 11-04-2014

Sealed EOI (location wise) are invited on behalf of CMD BSNL by CGM Odisha Telecom Circle for selection of Franchisees for sale of BSNL services and products at various locations in following SSAs, from eligible and willing parties for various franchisee areas of SSA 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 SSA	Name of Franchisee area	Code No. of vacant Locations in SSA
As per Annexure-M	Rs.1050/-	11.00 hrs of 09-05-2014	11.30 hrs of 09-05-2014	As per Annexure-M	As per Annexure-M	As per Annexure-M

Note- The sale of EOI document will be from 11.30 Hrs to 16.00 Hrs on working days wef 16-04-14 to 08-05-14.

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.

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

Experience: Interested firms must be distributor of Telecom / FMCG / Electronics / Electrical 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 wholesale or stockiest business experience in the above categories should not be considered as distribution experience. A copy of certificate from Telecom or FMCG or other 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 not allowed to participate. However they may participate in second or subsequent rounds of EOI wherever no bidder in first round of EOI. The experience of DSAs/ RDs will be called as telecom experience.

Space: Interested party must ensure office space (carpet area) of size 250 sqft for BSNL franchisee ship within operational area of the territory. Space is to be ensured within 15 days of LOI for award of Franchisee ship.

2. Bid document will be available from AGM(Sales-CM) on any working day, on payment of Rs.1050/- (non-refundable) in the form of cash/ crossed bank draft in favor of Accounts Officer (Cash), BSNL O/o Sr.GM(CM), BJB Nagar Telephone Exchange Cum Administrative Building, Bhubaneswar-14. In case of cash payment the original cash receipt obtained should be enclosed with application.
3. EOI document may also be downloaded from BSNL site www.orissa.bsnl.co.in and cost of document in the form of DD be deposited along with the bid.
4. **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 SSA.” (With detail from address)** and it should be dropped in drop box kept in the office of Sr. G.M (CM). BJB Nagar Telephone Exchange Cum Administrative Building,, Bhubaneswar-14.
5. **Opening of EOI:** – EOI shall be opened **as per scheduled date and time** in the office of the Sr. G.M (CM). BJB Nagar Telephone Exchange Cum Administrative Building,, Bhubaneswar-14 in the presence of bidders/ authorized representatives of the bidders who wish to be present.
6. Fees for EOI Document is neither transferable nor refundable.
7. EOI document will neither be sent nor be accepted by Post / Courier.

SECTION-B

Section 1: Roles and Responsibilities

A. Geographic area

- a. Definition of Geographical areas: All Franchisees should have well defined geographical area (to be defined by SSA and notified in the franchisee Agreement). This will be their primary area and the franchisee must fulfill all the requirements as per the policy in this primary area only.
- b. Franchisee is not allowed to sell outside the Primary Area in any case (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 is to be viewed seriously, will attract penalty as per clause 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.

B. Responsibilities of Franchisee

- a. Selling of all BSNL Products and services 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. Generation of demand for services permitted by BSNL.
- d. Appointment of Retailers
Franchisee must appoint sufficient numbers of retailers in the territory such that:
 - i. Each BTS area have atleast 8 retailers
 - ii. One retailer in urban commercial area at every 200m,
 - iii. One retailer in urban residential area at every 500m,
 - iv. Atleast one retailer in every Village
- e. Rural Retailers will be appointed and served by RDs in 3 tier system.
- f. Meeting and exceeding all targets set by SSA/Circle for the franchisee. Franchisee is responsible for meeting these targets through all channel entities working under him.
- g. 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 period of 90 days from date of deposition of CAF. BSNL official will check the documents within 90 days and if anything is found wrong with respect to DOT/TERM guidelines than the form should be rejected/corrected and a token penalty of **Rs 1000/-** shall be imposed per wrong CAF on franchisee.
- h. Verification of credentials of customers – Verification of PIA (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.
- i. Operation of IT tools and systems provided by BSNL as specified from time to time, including hiring data entry operator if required.
- j. Appointing required number of FoS (Feet-on-Street) exclusively for BSNL to service retailers as per the target set by SSA/Circle.
- k. Assisting, cooperating and following instructions issued by the Franchisee Manager or any other BSNL employee appointed by BSNL and provide him/her required details as specified by BSNL.
- l. Providing List/Details of FOS and retailers to BSNL.
- m. All details and information (including but not limited to FoS details, secondary sales, etc.) as per BSNL format to BSNL officials as per frequency specified. Franchisee must provide secondary sales details and/or any other details as specified by BSNL from time to time in BSNL specified system e.g. Sancharsoft.
- n. After sales services: Receiving, attending & rectifying complaints.

- o. 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 BSNL official for further disposal.
Response time - 15 minutes
Rectification time - Same day if complaint is received up to 5 P.M. and next business day if complaint is received after 5 P.M.
- p. Setup support infrastructure to service customers to meet the objective of serving customer in 2 hour or less and progressively in real time basis so that the customer is delighted.
- q. Serving retailers and Rural Distributors at their doorsteps as per frequency specified by BSNL. 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.
- r. Receiving advertisement/ marketing material from BSNL, displaying them and distribution to Rural Distributors and retailers at their premises.
- s. Promotion of BSNL brand(s) at Franchisee's cost.
- t. Arranging special promotional events as per BSNL guidelines at Franchisee's cost, including events, camps and other outreach programs in rural areas
- u. Timely submission of bills and claims to the nodal officer
- v. Storage of SIM's, data cards and other telecom stores.
- w. Issue receipts: At the time of booking of any new connection franchisee shall issue a formal receipt to the customer.
- x. Franchisee will be responsible for all the work done through its distribution network.

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 (upto 2 territories through EOI / Migration + look after territory), however this could be four as stated in below para- d).
- b. Maximum 50% of SSA territories or 3 whichever is less (upto 2 territories through EOI / Migration + look after) within the SSA
- c. Number of territories permissible through **first round EOI** to a franchisee in a circle is restricted to two territories. However he may participate in one more territory in second or subsequent rounds wherever there is no bidder in first round of EOI.
- d. In case of existing franchisee if the numbers of migrated territories are two then he can't participate in the first round EOI. If he has migrated in two territories then he can participate for one territory in the second round of EOI.

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 or in cases where existing franchisee has not met the performance criteria (defined in this policy) for a period of more than three months
- b. EOIs are to be floated and finalized at Circle level. The approving authority will be the Head of circle.
- c. Circles 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 SSA with the approval of Circle.
Selection Committee at Circle level with the approval of Circle Head
 - Two executives from Circle office who will be common for all Selection Committees – GM (Sales & Mktg-CM) and DGM (Finance)
 - One member from the concerned SSA - SSA 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 SSA 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.
- f. BSNL reserves the right to revise some sections of Sales & Distribution policy according to change in business environment. SSA 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.
- g. 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 favour of BSNL and valid for a period of 180 days from the date of EOI opening.
- h. 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.
- i. The decision of BSNL will be final and binding.

B. Terms & Conditions with EOI

- a. Each franchisee will sign Franchisee Agreements at concerned SSA 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 SSA/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 the performance standards, action should be taken in accordance with 'Performance Management System' section of this policy.

- e. Franchisee is not allowed to sell 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 services permitted to them. Franchisee should serve retailers as well as rural distributors at their premises.
- h. Franchisee must ensure availability of BSNL products and services 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 services offered by BSNL. BSNL can directly appoint any other channel(s) to distribute and sale various telecom services and 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.

C. Extension of Agreement

The extension for next two years (on year to year basis) can be granted, provided that the franchisee has been performing well i.e., achieving the prescribed bench-mark score during the last one year and achieving cut off score in type A parameters.

D. Requirements after EOI Approval

- a. 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 territoryto be submitted before signing of agreement within 15 days of LOI.
- b. 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.
- c. After approval of EOI by Circle, the Agreement shall be signed by the SSA, PBG (Performance Bank Guarantee) shall also remain in concerned SSAs, Franchisees will be monitored and supported by SSA. Payments will be done from SSA (except in case of special schemes where Circle can also make the payment).
- d. PBG will be treated as security deposit and no supply of material will be allowed against PBG.
- e. Material can be issued to franchisees against RTGS or Cheque on realization of Money in BSNL account or against Cash / Draft. The prefer mode for fund transfer for the franchisees to get material is RTGS.
- f. Franchisee may open an account with RTGS/online transfer facilities in the bank in which BSNL’s account is in concerned SSA. 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.
- g. Roll out Plan: 50% of the retailers 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.

E. 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	20 marks
ii	Turnover	10 marks
iii	Place	15 marks
iv	Interview / Presentation	5 marks

- b. Short listing will be done on the basis of point number (i) to (iii) 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 (service tax registration) or where it has operations (existing shop/office) for atleast last two years or more.

F. Scoring Guidelines for Selection Criteria:

a. Experience of firm (Total Marks: 20)

	Experience	Telecom	FMCG Distribution	Electronic /Electrical
a.	Fulfillment of Minimum Criteria and up to 1 year in excess	14	12	8
b.	Greater than 1 years in excess but less than 2 years in excess	17	14	10
c.	Greater than 2 years in excess	20	16	12

For telecom experience, in case of proprietor firm, the firm/proprietor should have experience of distribution of telecom services directly with any telecom operator. Retailers of Distributor/Dealer/Franchisee will not get any credit as telecom experience. 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 20 percent in excess	3
b.	Greater than 20 percent in excess but less than 50 percent in excess	6
c.	Greater than 50 percent in excess	10

c. Place (Total Marks – 15)

a.	Bidder belongs to same SDCA	15
b.	Bidder belongs to same SSA	8
c.	Bidder belongs to same Circle	2

Bidder should have registration of service tax or operational area within same SDCA/ SSA/ Circle as the case may be.

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

- e. **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 ‘Place’, ‘Experience’ and lastly ‘Turnover’.

Section 4: Target Setting and Performance Management

A. Target Setting:

Targets will be assigned by Circle to SSAs and thereafter SSA will assign franchisee-wise rolling target. Each SSA should set the rolling targets for CM products for next two calendar months on various parameters as defined below on or before the 25th of previous month. In case of holidays, it should be communicated on or before last working day before the 25th.

1. Parameters for Setting of SSA Target.

a	FRC / Plan Voucher	Gross connections (SIM activations) SSA wise and Franchisee wise
b	RC	Recharge sales – SSA wise and Franchisee wise
c	POS	Active Retailer : Loading FRC / PLAN VOUCHER Active Retailer : Loading RC
d	CDMA	Sale targets for other Consumer Mobility products – CDMA
e	Wi-MAX	Sale targets for other Consumer Mobility products – Wi-MAX

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

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

(a) **For GSM, CDMA and Wi-max connections:**

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

(b) **For recharge:**

Recharge targets must be apportioned among SSAs 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.

SSA Head will allocate connections at least on the last year percentage share by franchisees in SSA & 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,

SSA target = 15000

Let 80% of monthly target of SSA = 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:-

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

- c) For POS:
SSA 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. SSA 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 performance review may not consider achievement against those targets.

B. Performance Management: Each SSA 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.

1. Appointment of Review committees:

- i. Each SSA must appoint a performance review committee of at least three executives which must consist of SSA Head and SSA 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 SSA under chairmanship of GM(Consumer Mobility). Each committee will have three executives including chairman from Circle (common for each SSA) and SSA Head of concerned SSA.

Weightage for targets for evaluating performance

Parameters	Weightage
Type A Parameters	
FRC / Plan Voucher	45%
RC	15%
POS	15%
Type B Parameters	
% of CAF forms submitted	15%
Percentage of recharge sales via C-TOPUP	10%
Total	100%
Bench Mark Score	50%

Note: FRC / Plan Voucher include new connections of GSM / CDMA / Wi-MAX.

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

The performance for each franchisee should be evaluated monthly by SSA review committee on the bases of above guidelines. It should be noted that all existing territories of the franchisee should be aggregated while calculating the cumulative performance score as described above. In case the franchisee has territories across multiple SSAs, each SSA must provide the performance inputs to the Circle who should compile the franchisee performance score. SSA must communicate the monthly performance inputs to franchisee so that he can improve.

- iii. **Review Process at SSA:** 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, CDMA, Wi-MAX	% of target achieved in each product	>50%
2	Revenue/ Recharge sales GSM/ CDMA/ Wi-MAX in month	% of target achieved in each product	>50%
3	No. of retailers billed in month through BSNL specified system	% of target achieved	>50%
4	% of CAF forms submitted	No. of CAF submitted within specified time frame as a ratio of No. of activations within Franchisee’s network	>90%
5	% of Recharge sales via C-TOPUP out of total recharge sale	% of target achieved	>60%

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. SSA 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/SSA:** Review committee at Circle should conduct a review of each franchisee every quarter. Score cards for this review shall be furnished by SSAs in time for the review. Circle will prepare a cumulative scorecard based on target achievement in the previous quarter. Circle can review performance of franchisees in between the quarterly review period also (especially in cases where the franchisee has not been meeting performance targets) and take action as described below.
- v. **Rewards:** Every quarter, Circles can reward the top five franchisees in the Circle. Both type ‘A’ and type ‘B’ parameters should be considered for award consideration.
- vi. **Consequences for Poor Performance:** Any franchisee who does not meet the cutoff score on any parameters (type A or type B) becomes liable for penalty as per the clause O (a) in section 5.
- vii. **Performance based termination:** Any franchisee who does not meet the cut-off score on cumulative target achievement during past three months on type ‘A’ parameters will become eligible for termination. Circle review committee then has the right to terminate any franchisee that is eligible for termination by giving a 30-day notice. Total number of terminations based on quarterly performance review in any month should not exceed 5% of total Circle franchisees. Only franchisees who have been active in all six months should be considered for this exercise. Any franchisee inducted in past six months will not be considered for this exercise. All 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 any franchisee EOI for any territory for the next two years. Circle/SSA may use look-after arrangement in these vacant territories.

- viii. **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.
- ix. **Confidentiality:** All data collected or generated during the review process at SSA 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 SSA Head.

Section 5: Discounts & Commissions for Franchisee

- i. Total commission / discount payable to franchisee channel (Franchisee, Rural Distributors and Retailers) on various products 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. Franchisee must pass on part of the discount/commission to retailers/ RDs as described in Annexure-E. These figures are the minimum share which franchisee must pass on to retailers/ RDs.
 - a. Wherever retailers are being served through “RURAL DISTRIBUTOR”, franchisee has to pass on at least 90% of the franchisee commission/discount to rural distributor out of which 75% will be passed by RDs to retailers on Recharge / C-TOPUP.
 - b. For postpaid connections, the discount/commission will be given in two steps unless specified otherwise:
 - 50% on submission of CAF
 - 50% after payment of first bill by the subscriber
 - c. All other claims may be submitted on monthly basis. BSNL’s designated nodal officer to verify and sign the claim and forward it to the Accounts Department. Payment should be made within 2 weeks of the receipt of claim.
 - d. Payment will be from SSA Head Quarter preferably through ECS / Direct credit to account or cheque. SSA will give a detailed report regarding payment of all claims to franchisee on monthly basis to Circle office.

A. Penalty:

- a. **Consequences for Poor Performance:** Any franchisee who does not meet the cutoff score on any parameters (type A or type B) becomes liable for penalty as per the table given below:

Penalty Structure for Franchisees							
Class of Territory	Month	1	2	3	4	5	6
	Issuer	SSA	SSA	Circle*	SSA	SSA	Circle
	PBG in Rs.	Warning	Strong Warning	Base monetary penalty	Monetary penalty of 110% of col. 3	Monetary penalty of 125% of col. 3	Monetary penalty of 150% of col. 3
A	300000						
B	200000						
C	100000						

* **Base monetary Penalty** upto 2.5% of PBG based on weightage defined for various parameters of targets for evaluating performance may be decided by Circle Head.

- b. **Action against Cross-selling:** If franchisee found to be involved in cross selling:
 - (i) 1st 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) 2nd 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.

B. General Terms & Conditions

- a. Franchisees may be given right to view Franchisee portion of Sancharsoft, which they are supposed to view periodically and take necessary actions.
- b. BSNL reserves the right to change the terms of trade from time to time with notice period of 30 days.
- c. BSNL reserves the right to withhold or delay the discount/commission for the Franchisees in case of any pending disputes in matters relating to activations or cancellations.
- d. 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.
- e. The company's decision will be final on all matters relating to the business and will be binding on the Franchisee.
- f. 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.
- g. The payment to the Franchisees will be made through a cheque / ECS after deducting applicable taxes.
- h. All Franchisees will report to SSA Head through the nodal officer appointed by him.
- i. All taxes present & Future additional, taxes /Lessees/ duties etc thus may be levied by the govt. / Local authorities etc. will be to the franchisee a/c.
- j. 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.
- k. The franchisee has to fully cooperate with BSNL to investigate any complaint from the public, retailers or BSNL's sales teams.
- l. 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.
- m. 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.
- n. BSNL Shall not be liable for any act of discount/commission or omission of any third party.
- o. During the currency of agreement, franchisee will not be permitted to provide services to any other telecom service provider.
- p. 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.
- q. 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.
- r. 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, discount/commission payable to the franchisee etc.
- s. 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.
- t. PBG shall be forfeited if newly appointed franchisee does not start business within 60 days.
- u. Franchisee who have not migrated or surrender franchisee-ship, the cost of the products available with him and losses to BSNL shall be recovered from PBG.
- v. Franchisee may surrender his franchisee ship by giving 60 days notice, Such Franchisee shall not be eligible for participating in the EOI process for next two years in circle
- w. PBG shall be refunded after adjusting dues / claims if the franchisee has surrendered his territory with mutual consents.
- x. In case of termination of franchisee-ship on performance based the penalty and other dues shall be recovered from PBG and rest be refunded back.

SECTION ‘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 Odisha Telecom circle:
 - a. CGMT ,Odisha 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 Odisha. 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,Odisha 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.100/- 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 for BSNL services should provide his present permanent address and bank account number at the time taking franchisee ship.
- XII. All franchisee for sales/ servicing of BSNL services 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 services 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 services shall be without prejudice to the right of BSNL to market these services from its existing or outlets including customer service centres. Nothing shall prevent BSNL to work out and introduce in future.
- XV. BSNL shall reserve the right to cancel the franchisee ship for BSNL services at any time without assigning any reason.
- XVI. All disputes arising out of franchisee for sales/servicing of postpaid BSNL mobile services 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.
- XVII. The policy of commission, bonus and rewards can be reviewed by BSNL at any time and decision of BSNL in this regard will be final.

XVIII. 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 SSA in accordance with The Arbitration and Conciliation Act 1996 any modifications or reenactments thereto and relevant laws and regulations in force at that time in India. All such disputes and differences which may arise between the parties hereto as to the meaning, construction or effect of any of the terms and provisions of 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 .Odisha telecom Circle 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..... SSA. 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 [Hon'able Odisha High Court, Cuttack](#) alone shall have the territorial jurisdiction to adjudicate upon the matter.

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 INTERSEST(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 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 / ARGEEMENT ,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 _____ 2014

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.

FRANCHISEE DISCOUNT/COMMISSION STRUCTURE (ANNEXURE-D)

Annexure - D				
Commission/ Discount Structure of Consumer Mobility Product and Services for Franchisee / e-Distributor / Rural distributor / Retailers / Post Offices / PCO Operators / DSAs/ BAs / Large Retail Chain (in Rs.)				
Sr. No.	Name of Product / Service	Particulars	Upfront to Franchisee	Afterward to franchisee
Post-Paid Products				
1	3G Post-Paid Voice & Data Plan	USIM & Activation	Rs.19/- (Commission)	Rs.20/- (Note A)
		Any Plan	Nil	Note B
2	2G Post-Paid Voice & Data	SIM & Activation	Rs.5/- (Commission)	Rs.20/- (Note A)
		Any Plan	Nil	Note B
3	WLL/CDMA/FWT/FWT Post-Paid	RUIM & Activation	Rs.5/- (Commission)	Rs.20/- (Note A)
		Any plan	Nil	Note B
4	EVDO/3G Post-Paid	Any plan	Nil	Rs.20/- (Note A)
				Commission @90% of FMC of the lowest FMC during the last 6 months or Rs.200/- which ever is less (Note D)
5	WIMAX Broadband Post Paid	Any plan	Nil	Commission @90% of FMC of the lowest FMC during the last 6 months or Rs.300/- which ever is less (Note D)
Pre-Paid Products				
6	3G Pre-Paid Voice & Data	USIM & Activation	Rs.19/- (Commission)	Rs.20/- (Note A)
		Plan voucher	Note C	Nil
7	2G Pre-Paid Voice & Data	SIM & Activation	Rs.5/- (Commission)	Rs.20/- (Note A)
		Plan voucher	Note C	Nil
8	WLL/CDMA/FWT/FWT Pre-Paid	RUIM & Activation	Rs.5/- (Commission)	Rs.20/- (Note A)
		On activation of Plan	Note E	Nil
9	EVDO/3G Pre-Paid	Any Plan	Nil	Rs.20/- (Note A)
				Commission @90% of Activation(which is taken as SUK) charge OR Rs. 100/- whichever is less in case the customer brings his own EVDO/3G card
10	Pre-Paid Wi-Max Broadband Account Creation		50% of account Creation charge	Nil
Hardware Products				
11	3G Data Card Hardware	On Minimum purchase of 10 product at a time	Upfront Discount @ 8% on Sale Price	Nil
12	2G Data Card Hardware	On Minimum purchase of 10 product at a time	Upfront Discount @ 8% on Sale Price	Nil
13	Black Berry Hand set	On Minimum purchase of 5 product at a time	Upfront Discount @ 8% on Sale Price	Nil
14	CDMA NIC Card / EVDO Card / (FWT/FWTEVDO router/EVDO Wi-Fi)	On Minimum purchase of 5 product at a time	Upfront Discount @ 8% on Sale Price	Nil
15	CPE for outright purchase (Wi-Max)	On Minimum purchase of 5 product at a time	Upfront Discount @ 6% on Sale Price	Nil
Ad-On Products				
16	Pre-paid to Post paid plan conversion	Pre-Paid to Post-Paid GSM/CDMA/Blackberry service etc.	Nil	50% of FMC subject to max. of Rs. 150/- after payment of 1st bill.
17	Any Technology Migration	2G to 3G and Vice-versa, CDMA to GSM or Vice-Versa	Nil	Nil
18	VAS	2G GPRS/ MMS/UMS/ EDGE, CDMA UMS/VMS	Nil	Nil
RCVs & TOP-UPs Products				
19	All Top-up Vouchers / Flexi Top-up / STV (Special Tariff Vouchers)/ RCV (Recharge Vouchers) / C-TOPUP		Discount @ 5.5%	Nil
Note A Commission on submission of Customer Application Form (CAF)				
Note B Commission @90% of Fixed Monthly Charges (FMC) of the lowest FMC during the last 6 months or Rs.500/- whichever is less to be paid in two installments i.e.45% of the FMC in the 1st installment after activation & balance in the 2nd installment after 6th month				
Note C 90% of Plan voucher or Rs.100/- whichever is less (Discount). For special plans where commission/discount is specified, the same is applicable.				
Note D To be Paid in two installments i.e.45% of the FMC may release as 1st installment after Activation and balance 45% of FMC as 2nd installment after 3rd month bill paid by Subscriber				
Note E 90% of Plan charges (assume Rs.20/- in case of CDMA out of SKU (SIM + Activation) worth Rs.40/-) i.e. Rs.18/- after service tax				
Black Berry Post-Paid / Pre-Paid - The Franchisee will get only one commission for Black Berry activation/migration, under 3G/2G post-paid or prepaid plan no separate commission is payable. i.e. either 3G/2G general plan activation or Blackberry activation is to be paid				
Discount/ Commission on C-TOPUP/ recharge to PCO Operators / DSAs/ BAs/Retailer/ shall be 75% of Franchisee's Discount/ Commission				
Discount/ Commission on C-TOPUP/ recharge to Rural Distributor shall be 90% of Franchisee's Discount/ Commission				
For e-Distributor Discount / Commission is 85% of Primary Franchisee's Discount / Commission, subject to maximum 4.5%				
Discount / Commission will be applicable to Post Office / Large Retail Chain shall be at par with Franchisee Discount/ Commission				

SHARING OF DISCOUNT/ COMMISSION

Table- I A (Two Tier) Franchisee – Retailer

Sharing of franchisee Discount/ Commission among Franchisee → Retailers

Product	Franchisee	Retailers
New Connection (Prepaid/ Postpaid)	30%	70%
CAF Commission	70%	30%
Recharge / C-TOPUP	25%	75%

Note- As major share of CAF commission is given to franchisee as compared to retailers, The part of the penalty imposed by DOT for which franchisee is responsible shall be passed on to franchisee as being done now.

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

Sharing of franchisee Discount/ Commission among Franchisee/ RDs/ Retailers

Product	Franchisee	RDs	Retailers
New Connection (Prepaid/ Postpaid)	15%	15%	70%
CAF Commission	50%	20%	30%
Recharge / C-TOPUP	10%	15%	75%

Wherever retailers are being served through ‘Rural Distributors (RDs)’, franchisee has to pass on 90% of Recharge / C-TOPUP of the franchisee commission/discount to rural distributors.

Table- II (Two Tier) RDs – Retailers

Sharing of franchisee Discount/ Commission among RDs/ Retailers

Product	RDs	Retailers
New Connection (Prepaid/ Postpaid)	15%	70%
CAF Commission	50%	30%
Recharge / C-TOPUP	15%	75%

Table- III DSA

Sharing of franchisee Discount/ Commission for DSA

Product	DSA
New Connection (Prepaid/ Postpaid)	70%
CAF Commission	50%
Recharge / C-TOPUP	75%

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.
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

ANNEXURE – G

List of authorized representatives of franchisee

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

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

ANNEXURE - H

To
Assistant General Manager (Sales-CM)
O/o Sr.GM (CM). BSNL,BJB Nagar Telephone Exchange
Cum Administration Building, Bhubaneswar-14 ,

Sub: Submission of EOI for Franchisee ship
(Name of the Franchisee Territory / SSA.....)

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 fees of EOI document Rs 1050/- in case EOI document downloaded from site.
- (ii) 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. LST / CST No. (if any)
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 Franchiseeship)
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.
(with supporting documents)
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

ANNEXURE – J

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

ANNEXURE - K

Location for Franchisee ship applied for

(As per details given in ANNEXURE - H)

Sl.No.	Location/Code number of area	Name of SSA
1.		

Other area if applied for / Working

S. No.	Location/ Code number of area	Name of SSA 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 2014

Seal and Signature:

ANNEXURE - L

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 2014

Seal and Signature:

ANNEXURE - M

ANNEXURE-M: SSA WISE VACCANT FRANCHISEE TERRITORIES & CATEGORIES							
S.N	SSA	NAME OF NEW FRAN. TERR.	CODE	CLASS	EMD AMT	AREA COVERED	CONTACT DETAILS
1	2	3	4	5	6	7	8
1	Balasore	Basta	BLS-1	C	Rs 25,000/-	Basta,Baliapal, Balasore sadar,(Block Area)	M.K.Chhotray, AGM(CM) O/O Sr.GMTD ,Balasore, Phone:-06782- 240999, Mobile:-94379-62515
2	Balasore	Chandbali	BLS-4	C	Rs 25,000/-	Chandbali, Tihidi,(Block Area)	
3	Balasore	Soro	BLS-5	C	Rs 25,000/-	Bahanaga, Khaira, Oupada, Simulia, Soro,(Block Area)	
4	Balasore	Bhandaripokhari	BLS-6	C	Rs 25,000/-	Banta, Bhandaripokhari, Dhamanagar,(Block Area)	
5	Balasore	Basudevpur	BLS-7	C	Rs 25,000/-	Basudevpur,(Block Area)	
6	Balasore	Jaleswar	BLS-8	C	Rs 25,000/-	Jaleswar,Bhograi,(Block Area)	
7	Baripada	Betnoti	BID-1	C	Rs 25,000/-	Suliapada,Morada, Rasgovindpur, Betnoti,(Block Area)	Miss G. Swain AGM(CM), Mob:- 9437960662 J.N.Mallik, SDE(FM), Phone:-06792- 257200, Mobile:-94371-67800
8	Baripada	Karanjia	BID-5	C	Rs 25,000/-	Jashipur, Sukruli, Karanjia, Thakurmunda,Raruan, Bijatola, (Block Area)	
9	Baripada	Rairangpur	BID-6	C	Rs 25,000/-	Jamada,Rairangpur, Kusumi, Bisoi,(Block Area)	
10	Baripada	Bahalda	BID-7	C	Rs 25,000/-	Tiringi,Bahalda,(Block Area)	
11	Berhampur	Ganjam, Chatrapur, Purushottampur	BER-3	C	Rs 25,000/-	Ganjam, Chatrapur, Purushottampur,(Block Area)	Shri R.C.Sahu, AGM(S&M), O/o GMTD, Berhampur 9437571808
12	Berhampur	Khallikote, Polsara,Kodala,Kabisuryanagar	BER-4	C	Rs 25,000/-	Khallikote, Polsara,Kodala, Kabisuryanagar,(Block Area)	
13	Berhampur	Buguda, Bhanjanagar,Bellaguntha, Jaganathprasad	BER-5	C	Rs 25,000/-	Buguda,Bhanjanagar, Bellaguntha, Jaganathprasad,(Block Area)	
14	Berhampur	Aska, Dharakote, Sorada,Sheragada	BER-6	C	Rs 25,000/-	Aska, Dharakote, Sorada, Sheragada,(Block Area)	
15	Berhampur	Chikiti, Patrapur, Digaphandi	BER-7	C	Rs 25,000/-	Chikiti, Patrapur, Digaphandi,(Block Area)	
16	Bhawanipatna	Kesinga*	BPT-2	C	Rs 25,000/-	Kesinga,(Block Area)	G.K.Khamari, SDE(Comm), Phone:-06670- 231800, Mobile:-94379-61875
17	Bhawanipatna	Junagarh*	BPT-4	C	Rs 25,000/-	Dharamgarh,Junagarh,Kalampur, Th-Rampur,Koksara, Jaipatna, Golamunda,(Block Area)	
18	Bhawanipatna	Rajkhariar*	BPT-5	C	Rs 25,000/-	Rajkhariar,Boden, Sinapalli,(Block Area)	
19	Bhawanipatna	Nuapada*	BPT-6	C	Rs 25,000/-	Nuapada,Komna, (Block Area)	
20	Bhubaneswar	Nimapara	BBS-4	A	Rs 2,00,000/-	Nimapara, (SDCA Area)	Shri P.Routray, AGM(Sales), Phone:-0674- 2542250, Mobile:-9437015400
21	Bhubaneswar	Khurda	BBS-6	A	Rs 2,00,000/-	Khurda, (SDCA Area)	
22	Bhubaneswar	Balugaon	BBS-9	A	Rs 2,00,000/-	Balugaon, (SDCA Area)	
23	Bhubaneswar	Daspalla	BBS-8	A	Rs 2,00,000/-	Daspalla, (SDCA Area)	

First Round EOI (Second Time) of “CM-Franchisee Sales and Distribution Policy – 2012”

ANNEXURE-M: SSA WISE VACCANT FRANCHISEE TERRITORIES & CATEGORIES							
S.N	SSA	NAME OF NEW FRAN. TERR.	CODE	CLASS	EMD AMT	AREA COVERED	CONTACT DETAILS
1	2	3	4	5	6	7	8
24	Bolangir	Biramaharajpur	BGR-1	C	Rs 25,000/-	Biramaharajpur, (SDCA Area)	Sri H K Dash, AGM(Admin&CM)O/O TDM,BSNL,Bolangir, Phone-06652-232277, Mob No 9437149400.
25	Bolangir	Dungurpali	BGR-3	C	Rs 25,000/-	Dungurpali, (SDCA Area)	
26	Bolangir	Sonepur	BGR-6	C	Rs 25,000/-	Sonepur,(SDCA Area)	
27	Cuttack	Kendrapara	CTC-3	B	Rs 1,00,000/-	Derabisi,Garadpur, Kendrapara, Mahakalpada, Marsaghai, (Block Area)	R.K.Behera AGM(Sales), Phone:-0671-2335000, Mobile:-9437002626 S.P.Samantray, SDE(FM cum RMC) Phone:-0671-2323400, Mobile:-9437010255
28	Cuttack	Salepur, Nischintkoili, Mahanga	CTC-10	B	Rs 1,00,000/-	Mahanga,Salepur, Nischintkoili, (Block Area)	
29	Cuttack	Dhanmandal & Tangi	CTC-11	B	Rs 1,00,000/-	Badachana, Dharmasala, Rasulpur, (Block Area)	
30	Cuttack	Choudwar, Jagatpur, Tangi	CTC-12	B	Rs 1,00,000/-	Choudwar, Tangi,(Block Area)	
31	Dhenkanal	Dhenkanal	DKL-1	C	Rs 25,000/-	Dhenkanal Town, Dhenkanal Block, Gondia Block	C.M.Behera, AGM(Sales-CM), Phone:-06762-221300, Mobile:-94377-30200
32	Dhenkanal	Kamakhyanagr	DKL-2	C	Rs 25,000/-	Kamakhyanagr,Bhuban, Kankadahad,Parjang,(Block Area)	
33	Dhenkanal	Hindol Road	DKL-3	C	Rs 25,000/-	Hindol,Odapada, (Block Area)	
34	Dhenkanal	Kaniha	DKL-6	C	Rs 25,000/-	Kaniha,Pallahara, (Block Area)	
35	Dhenkanal	Boinda	DKL-7	C	Rs 25,000/-	Athamallik,RK Nagar, Chhendipada, (Block Area)	
36	Keonjhar	Anandapur	KJR-1	C	Rs 25,000/-	Anandapur,Ghasipura,Hatadiha Block Area)	Shri B.K.Majhi, SDE(EB & LC), O/o TDM, Keonjhar Mobile:-94379-66066
37	Keonjhar	Brabil	KJR-2	C	Rs 25,000/-	Brabil Municipality,Joda Block beyond Joda Municipality	
38	Keonjhar	Champua	KJR-3	C	Rs 25,000/-	Champua Block,part of Joda Block up to Joda Municipality	
39	Keonjhar	Ghatagaon	KJR-4	C	Rs 25,000/-	Harichandan pur,Ghatagaon(Block Area)	
40	Keonjhar	Swampatna	KJR-6	C	Rs 25,000/-	Swampatna Block, Saharpada Block & Champua Block up to Ardei river bridge	
41	Keonjhar	Telkoi	KJR-7	C	Rs 25,000/-	Telkoi and Banspal, (Block Area)	
42	Koraput	Umerkote	KPT-1	C	Rs 25,000/-	Umerkote,Raighar, Chandahandi, Jharigan, (Block Area)	Ramesh Kumar, AGM(CM), Phone:-06852-251577 Mobile:-94370-02138
43	Koraput	Boriguma	KPT-3	C	Rs 25,000/-	Boriguma, Kotpat, (Block Area)	
44	Koraput	Koraput	KPT-5	C	Rs 25,000/-	Koraput, Laxmipur, Narayanpatna, Bandhugan, Dasmantpur, (Block Area)	
45	Koraput	Muniguda	KPT-9	C	Rs 25,000/-	Muniguda,Bishamacuttack, Chandrapur ,(Block Area)	
46	Koraput	Gunupur	KPT-10	C	Rs 25,000/-	Gunupur,Padmapur, Gudari, Ramanaguda, (Block Area)	

First Round EOI (Second Time) of "CM-Franchisee Sales and Distribution Policy – 2012"

ANNEXURE-M: SSA WISE VACCANT FRANCHISEE TERRITORIES & CATEGORIES							
S.N	SSA	NAME OF NEW FRAN. TERR.	CODE	CLASS	EMD AMT	AREA COVERED	CONTACT DETAILS
1	2	3	4	5	6	7	8
47	Phulbani	Purunakatak	PHI-2	C	Rs 25,000/-	Purunakatak SDCA Area	H.P.Mohapatra, SDE(Sales Head & FM) Phone:-06842-254900 Phone:-9437323344
48	Phulbani	Phiringia	PHI-5	C	Rs 25,000/-	Phiringia SDCA Area and Sarangagada, K.Nuagan area of Baliguda SDCA	
49	Phulbani	G.Udayagiri	PHI-6	C	Rs 25,000/-	G.Udayagiri SDCA Area	
50	Rourkela	Sundargarh & Hemagiri	RKL-1	C	Rs 25,000/-	Hemagiri, Lefripara, Tangarpali, Sundargarh sadar,Subdega and Balisankara , (Block Head Quarters covered)	M.K.Mallick, AGM, Phone:-0661-2600484 Mobile:-9437055118
51	Rourkela	Rajgangpur	RKL-2	C	Rs 25,000/-	Bargaon, Kutra, Rajgangpur, (Block Head Quarters covered)	
52	Rourkela	Rourkelacity -3	RKL-3	C	Rs 25,000/-	Kuarmunda,Nuagaon ((Block Head Quarters covered)	
53	Rourkela	Rourkelacity -5	RKL-5	C	Rs 25,000/-	Bisra and Lathikata,(Block Head Quarters covered)	
54	Rourkela	Bonai & Luhunipada	RKL-6	C	Rs 25,000/-	Bonai,Luhunipada, Gurundia and Koira, (Block Head Quarters covered)	R.K.Mahalik, AGM(CM), Phone:-0663-2410779, Mobile:-94370-79009
55	Sambalpur	Padampur	SMB-1	C	Rs 25,000/-	All Blocks under Padampur Sub-Division is covered	
56	Sambalpur	Deogarh	SMB-4	C	Rs 25,000/-	All Blocks under Deogarh Revenue District is covered	
57	Sambalpur	Sambalpur Rural-I	SMB-8	C	Rs 25,000/-	Rengali & part of Dhankauda Block is covered	
58	Sambalpur	Sambalpur Rural-II	SMB-9	C	Rs 25,000/-	Part of Rengali, part of Maneswar, part of Jujumura Block & Part of Rairakhol Block.	
NB:- For Franchisee territory boundary area related query, contact can be made with concerned officers as per column no "8" (Eight) of this table.							

ANNEXURE - N

Format of Certificate for existing DSA / RD of BSNL

“I Son of address
..... here by certify that I am presently working / not working as
DSA(Direct Selling Agent) / RD (Rural Distributor) in BSNL SSA of Odisha Telecom
Circle. 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.”

Dated this Day of 2014

Seal and Signature: