



BHARAT SANCHAR NIGAM LIMITED
KORAPUT

EOI for Appointment of Rural Distributors in BSNL

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NOTICE INVITING APPLICATION FOR RURAL DISTRIBUTOR

No:-CM/RD/GMTD/KPT/EOI/18-19/1

Date 11/05/2018.

GMTD, Koraput invites application from the interested parties for appointment of Rural Distributors (RDs) for sale of BSNL Products and services like SIM cards, Recharge Vouchers/Topup, Charging electronically through C-topup etc in rural areas on commission basis in Nowrangpur revenue district under Koraput SSA on or before 14.00 Hrs on date 13.06.2018. For details please visit [http:// www.orissa.bsnl.co.in/koraput](http://www.orissa.bsnl.co.in/koraput) or contact SDE (Marketing), O/o the GMTD, Koraput.

Sd/-

G M T D, Koraput

**Notice for Appointment of Rural Distributors under
CM-Sales and Distribution Policy-2018**

Sealed EOI are invited on behalf of GMTD, BSNL, Koraput from interested candidates for appointment of Rural Distributors (RDs) for sale of BSNL products & services in rural areas on commission/Discount basis in **Nabarangpur** revenue districts of Koraput SSA. Retired BSNL/DOT/MTNL employees and spouse/son/daughter of working employees can also apply.

The applicant should have the following criteria.

- ✓ Educational qualification : 8th passed
 - ✓ Rural shop/distributor of any product preferably of FMCG products/ electronics / mobile products etc.
 - ✓ Resident of the same RD territory with proof of residence.
 - ✓ PAN details.
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- ❖ The Rural Distributor will be assigned the coverage area of BTSs/Territory as per the **Annexure-1** (RD wise BTS list) along with upcoming BTSs under installation in this area for sale of BSNL products through retailer chain.
 - ❖ RDs will be directly served by the existing franchisee; in case the franchisee fails to serve the RD will be served by BSNL directly.
 - ❖ The applicant(s) should apply in the given Performa (**Annexure-II**) duly complete in all respect along with relevant documents.
 - ❖ Before applying, the applicant should go through the details of the scheme under "**Rural Distributor Policy 2018**" at **Annexure-III**.
 - ❖ After due evaluation the selected RDs will have to sign a tri-party (BSNL-Franchisee-RD) or bi-party (BSNL-RDs) agreement with BSNL.
 - ❖ The selected RD will submit PBG of Rs 10,000/- (50% PBG from retired BSNL / DOT / MTNL Employees and spouse/son/daughter of working employees).
 - ❖ Discount/Commission for RDs will be as per **Annexure-IV** subject to change as per BSNL corporate office guidelines issued from time to time.
 - ❖ The initial period of agreement shall be for 3 years.
 - ❖ The applicant should have no claim for jobs in BSNL in future.
 - ❖ The application form can be available by downloading from BSNL web site <http://www.orissa.bsnl.co.in/koraput> & Demand draft amounting Rs 100/- drawn in favour of AO (Cash), BSNL, O/o GMTD, Koraput should be deposited along with the application form.
 - ❖ Application forms can also be obtained by depositing Rs 100/- either by cash or demand draft payable to AO (Cash), BSNL, O/o The GMTD, Koraput from SDE(Marketing), O/o GMTD, Koraput, Room No-102, 1st floor Door sanchar bhawan, Koraput-764020 from 23.05.2018.

- ❖ The application form should be deposited along with following documents
 - I. Self attested Certificate regarding educational Qualification.
 - II. Self attested PAN Card.
 - III. Self attested photo copy of residence Proof.
 - IV. Self attested photo copy of proof of shop.
 - V. DD of Rs 100/- drawn in favour of AO (Cash), BSNL, O/o GMTD, Koraput and in case the form down loaded from BSNL website.
- ❖ The application completed in all respect addressed to **AGM (CM), O/o The GMTD, Koraput** should be dropped in the box available in the chamber of AGM (CM), O/o The GMTD, Koraput on or before 1400hrs of 13.06.2018.
- ❖ The applicant(s) can also send their application and documents through registered post/speed Post/courier and should reach before 14:00 hrs of date 13.06.2018.
- ❖ Separate EOI should be submitted for each vacant location and each EOI should be super scribed with “**CM-Rural Distributorship for territory Koraput SSA.**” And it should be dropped in drop box kept in SDE (Marketing), O/o GMTD, Koraput, Room No-102, 1st floor Door sanchar bhawan, Koraput-764020.
- ❖ Date of opening of BIDs 13.06.2018 at 15.30hrs.
- ❖ The eligible parties will be called for personal interview which will be intimated in due course.

Sd/-
AGM (CM),Koraput

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ANNEXURE-I

RURAL DISTRIBUTOR ZONES FOR NABARANGPUR

RD-Zone-1	RD-Zone-2	RD-Zone-3	RD-Zone-4
RAIGHAR	KODINGA	JHARIGAON	TENTULIKHUNTI
BARAGAON-IP-BIL	KODINGA-BS	CHANDAHANDI-BS	KANGARA-IP-BIL
BHARSUNDI-IP-BIL	TEMRA-IP-BIL	JHARIGAON-BS	ANCHALGUMA-IP-ATC
JAMADARA-IP-BIL	BADO-OLAMA-IP-BIL	PHATKI-IP-BIL	DANGARBHAJA-BS
KUNDEI-BS	MODIGAON-IP-ATC	MOTIGAON	TENTULIKHUNTI-BS
KUSUMPUR-IP-BIL	BADAMASIGAON-IP-BIL	HATIBARI	KHATIGUDA-BS
POURBEL-IP-ATC	RAJODA-IP-BIL	CHACHA(TURUDI)	
RAIGHAR-BS	KOSAGUMUDA-BS	KONGRA	
SERGULI-NB	JATABAHAL	SANATEMRA	
TIMANPUR-IP-BIL	TARAGAON(BHIKAPADA)	DHODIPANI	
KHUDUKU(KUNDEI)	BARIGUDA-IP-BIL	DEOBANDH	
PHUTNADA			

Application for Appointment as Rural Distributor in BSNL

1. **Name of the applicant:**

2. **Permanent Address:**

3. **Residential Address & Office Address:**

(Address proof may be given: Electricity bill, water bill,
Election card, driving license, passport, ration card, Aadhaar, etc)

PhotoGraph
To be attested

Residential Address

Office Address

Telephone Nos: Landline:

Mobile:

Fax:

E-mail:

4. **Date of Birth:**

5. **Education Qualification:** (with proof: attested copies of certificates)

6. **Bank** (name & Account No.):

7. **PAN No & GST No.** (with proof: attested copy):

8. Specimen signature of applicant duly attested by banker of applicant:

9. Present activity with details, and the names of the organizations for which the applicant is acting as distributor / wholesaler etc.

10. Work experience:

11. Indicate territory of operation in the order of preference Zone wise(List of zones is at Annex-I):-

(i) _____ (ii) _____ (iii) _____

12. Undertaking to the effect that Rural Distributor is not involved in any criminal proceedings/case and no case is pending against him/her as on date in any court /tribunal etc.

Signature of Applicant

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Rural Distributor Policy 2018

Policy framework of Rural Distributors (RDs)

Rural distributors will cater to rural area covered by approximately 5 BTSs. Engagement of these distributors will be through a committee constituted by the SSA Head. The committee will recommend suitable persons/agency from amongst working FMCG distributors/retail shop OR any other suitable person of the area. Based on recommendation of committee, RDs will be selected by the SSA Head.

Concept of Rural distributors:

- ❖ Rural distributors may work on non-exclusive basis i.e., they may also sell products of other operators.
- ❖ Rural distributors will be assigned an exclusive area of 4-5 BTS sites within one franchisee territory such that they handle total turnover of approximately Rs.5 Lakhs/Month.
- ❖ The territory of Rural Distributor should be designed in such a manner that maximum distance to be served by Rural Distributor is less than 15 km.
- ❖ Rural distributors must be residents of one of the villages of the area which they are serving so that they have good knowledge of local conditions and local market. They are able to push the product deep into the market due to their personal relations with local people.
- ❖ Rural distributors directly serve the retailers and they do not have any employee(s). They will primarily be served by existing franchisee of that area. In case, the franchisee fails to serve, the RD will be served by BSNL directly.
- ❖ Retailer/POS in the area of RD will be managed by Rural Distributors and franchisee will have no direct role to play in that area.

Sharing of incentives: Franchisee incentive will be shared among RDs/ Retailers as per **Table –I of Annexure-E**, however

RDs will get additional graded incentive on activation per month	
Minimum 100	Rs.1000/-
101 to 500	Rs.3/- per Activation
501 to 1000	Rs.4/- per Activation
Maximum Payable graded incentive	Rs.2500/-

Note:

1. The incentive will be payable after the end of the month & deposition of the CAF.
2. Retailer retention incentive per month subject to minimum 5 numbers of FRC / Plan Voucher and recharge sale of Rs.5,000/- by retailer in the month (as per Sancharsoft data only) will be as follow:

Franchisee	-	Rs.10/-
Rural Distributor	-	Rs.15/-

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Service to Rural Distributor (RDs)

- ❖ RDs will be served by the Territory Franchisee at his doorstep.
- ❖ If Territory Franchisee does not serve the RDs properly then RDs will be served by BSNL directly. SSA Head will make suitable arrangement for material delivery to RDs in such case at his doorstep.
- ❖ Territory Franchisee will collect all CAFs from RDs and will provide them SIM as well as Recharge Coupon/C-TOPUP.

- ❖ RDs will make payment at the time of delivery of stock. However, they should make the requisition to the territory franchisee in advance. Representative of Territory Franchisee will deliver the stock at their doorstep.
- ❖ Suitable unlimited Broadband plan will be given to willing RD free of cost.

Eligibility

- ❖ Educational qualification: 8th passed
- ❖ Rural shop/distributor of any product preferably of FMCG products / electronic / mobile products etc.
- ❖ Resident of the same territory with proof of residence.
- ❖ PAN Number.
- ❖ Valid Goods and Services Tax (GST) registration Certificate No. For each state
- ❖ Interested party should provide a self-declaration along with the evidence that the bidder is not black listed by the GST authorities
- ❖ In case the interested party gets black-listed during the tenure of BSNL contract, then BSNL will not be responsible for any loss of ITC to the franchisees. Further, the franchisee will be responsible to indemnify to BSNL any loss incurred by it.

Selection

- ❖ Interested parties may be invited through newspaper advertisement and display on notice boards. All the interested parties may be asked to submit their application with eligibility documents on a particular day. Simultaneously, SDO/JTO of the territory may be asked to identify suitable candidates by the specified date. All these parties may be short-listed and the list submitted to a committee constituted by the SSA Head.
- ❖ Selection by a committee comprising of DE, AO and SDE level officers of SSA.
- ❖ Committee will take interview of all the short-listed candidates. Committee will judge level of involvement of the candidate, understanding of distribution and telecom market in the area.
- ❖ Selection to be approved by the SSA Head.
- ❖ Selection criteria:

Experience	–	50 marks
Presentation/ Interview	–	50 marks

- ❖ The selected RD will sign an agreement with BSNL and will also submit Security Deposit of Rs.10,000/- in the form of BG/TDR/DD/Cheque (50% PBG from retired BSNL/DoT/MTNL employees and spouse/son/daughter of working employees).
- ❖ The initial period of agreement shall be for 3 years.

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Performance Monitoring:

Weightage for evaluating performance against target achievement

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

Extension: Based on performance, the SSA Head may extend agreement on year-to-year basis for a period of two years. The decision of BSNL shall be final in regard to the grant of extension.

Migration: Head of Circle may decide performance based migration criteria for RDs. The decision of BSNL shall be final in this regard.

General Instructions:

1. Requirements for Rural Distributor :-

- 1.1 RD has to sell BSNL Products as specified by BSNL.
- 1.2 BSNL reserves the rights to seek/verify financial information from Rural Distributor Bankers/credit providers & ensure other sources to carry out other verifications.
- 1.3 Security Deposit of Rs.10,000/- in the form of BG/TDR/DD/Cheque shall be deposited, which shall be refundable after successful operation (50% PBG from retired BSNL/DoT/MTNL employees and spouse/son/daughter of working employees)
- 1.4 Rural Distributor shall deposit the aforesaid security deposit amount. BSNL reserves the right to forfeit/adjust/apply the said security in full or part thereof after deduction of any sums due from the Rural Distributor to BSNL at any time. Rural Distributor shall continue to be liable for balance, if any. No interest will be paid on the security deposit till it is refunded. BSNL reserves the right to increase the amount of security at any time in its sole discretion with respect to any/some/all Rural Distributors.

2. Responsibilities of Rural distributor: It is the responsibility of RDs to generate demand for providing services permitted by BSNL. Selling of all BSNL Products assigned to them, directly or through retailers. Not only the targets set are to be achieved but also efforts are to be made to surpass it.

- 2.1 Timely submission of bills and claims to the nodal officer/ franchisee.
- 2.2 MIS as per BSNL format to BSNL officials/ Franchisee as per frequency specified.
- 2.3 Rural Distributor must ensure that BSNL products are available in retail networks in sufficient quantity on demand. Rural Distributor must ensure that no black-Marketing or maltreatment to customer is done through its rural network.

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- 2.4 Verification of credentials of customers –
 - 2.4.1 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. RDs will be responsible for the verifications done by all the channels i.e. retailers.
 - 2.4.2 The RDs shall obtain from customers/subscribers such documents as prescribed from time to time by BSNL.
- 2.5 Rural distributors will be responsible for all the work done through retailers.
- 2.6 Rural distributors are required to attend meetings in SSA/ Franchisee as and when needed. Rural Distributor must ensure availability of BSNL products.

3. Discount/ margin / rewards / marketing claim:

- 3.1 Rural Distributor will get discount on purchase of stock wherever specified. Rural Distributor will retain his share and pass on remaining to retailer.
- 3.2 Designated BSNL officer/ Franchisee to verify and sign the claim and forward it to the respective unit.
- 3.3 BSNL/Franchisee shall have free access to the Rural Distributor premises & to inspect all records, receipts, vouchers, sale books, demand registers etc.
- 3.4 BSNL reserves the right to change the discount/ margin structure from time to time based on market/commercial needs without giving any notice.
- 3.5 BSNL and Rural distributor shall observe the following procedure in connection with purchase and sale of BSNL Products:
 - i. The Rural distributor shall place an order for purchase of products from BSNL.
 - ii. Upon dispatch of ordered products, BSNL shall raise an invoice on the DSA, net of applicable discount to be provided to Rural distributor
 - iii. BSNL will charge GST on the price at the transaction value i.e. the price at which BSNL sells its products to Rural distributor. BSNL would raise sale invoice for sale of BSNL products to Rural distributor. BSNL would raise invoice on GST registered premise only
 - iv. BSNL shall, on a conservative basis to withhold tax at source under Chapter XVIIIB of the IT Act, 1961 on all discounts/ margin provided to Rural distributor for sale of BSNL Products and the same will be treated as a sale consideration
 - v. GST paid by Rural distributor to BSNL shall be available to Rural distributor as input tax credit which can be set off against the GST charged by Rural distributor to the retailer
 - vi. Secondary / subsequent incentives such as incentive on FRC/RC, any scheme based incentive, FOS incentive etc. to Rural distributor 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.
 - vii. For the subsequent incentives provided by BSNL (refer point 37 above) Rural distributor will raise an invoice (along with applicable GST) on BSNL. Since incentive is paid Rural distributor in the form of c-topup, BSNL will also raise an invoice (along with applicable GST) on Rural distributor for allocation of such c-topup value

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- viii. Where Rural distributor 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 Rural distributor shall not charge tax on invoice
 - ix. BSNL shall, withhold tax at source under Chapter XVIIIB of the IT Act, 1961 on the secondary/ subsequent incentive provided by BSNL to the Rural distributor for sale of BSNL Products (Refer point 37 above)
 - x. GST paid by Rural distributor to BSNL and by BSNL to franchisees (as the case maybe w.r.t. secondary/ subsequent incentive provided by BSNL) shall be available to Rural distributor and BSNL, respectively, as input tax credit which can be set off against the GST charged by Rural distributor or BSNL
 - xi. Methodology and applicable tax deduction/reconciliation on payment like discount at the time of sale of BSNL Products, subsequent incentive on FRC/RC, any scheme based incentive, FOS incentive etc. to Rural distributor may be changed time to time & necessary instructions shall be issued by concerned cell of BSNL CO.
 - xii. The invoices raised by Rural distributor and BSNL should comply with all the conditions as prescribed under the tax invoice rules under Central Goods and Service Tax Rules, 2017
 - xiii. Applicable Tax deductions/ reconciliation/ accounting related instructions/ guidelines shall be issued by concerned cell of BSNL CO, which shall be applicable to circle/SSA.
- 3.6 In case of secondary/ subsequent incentives granted to the rural distributor, it shall be the responsibility of Rural distributor 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 Rural distributor. Further all invoices should be sent to BSNL promptly and in no case beyond 30 days of Invoice date.

Further Rural distributor is required to comply following requirements w.r.t. issuance of invoice:

- i. All the details of Rural distributor (name, address, GSTIN/ unregistered vendor, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice;
- ii. Invoice/DN/CN need to be issued timely within the time prescribed under GST law;
- iii. In case of any deficient supply, BSNL shall convey the same in a reasonable time to enable Rural distributor to issue credit note and take tax adjustment;
- iv. It would be the responsibility of Rural distributor 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 Rural distributor, the same would be recovered by BSNL from Rural distributor;

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- v. Registered location of the both the parties i.e. BSNL and Rural distributor should be mentioned in the agreement with GSTIN No. Further, Rural distributor 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;
 - vi. It shall be the responsibility of franchisee to raise invoice within the prescribed timelines.
- 3.7 The amount of discount / margin provided by BSNL shall be reviewed with every change in the rate of GST in order to keep it at par with or lower than the current rate applicable on face value.
- 3.8 TDS will be deducted as applicable and GST will be levied as per rule and issued from concerned cell of BSNL CO time to time.
- 3.9 Methodology of computation of discount/ margin, Applicable Tax deductions/ reconciliation/ accounting related instructions/ guidelines shall be issued by concerned cell of BSNL CO, which shall be applicable to circle/SSA.
- 3.10. In case of any deficient supply or incomplete supply, it shall be the responsibility of Rural distributor to issue GST compliance credit note (both at the time of sale of BSNL products or at the time of subsequent incentives provided by BSNL) within the reasonable time and take tax adjustment. In case Rural distributor fails to issue proper credit note within the time stipulated under the GST law the taxes charged and not adjusted would be borne by Rural distributor.
- 3.11. Rural distributor 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. Rural distributor 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 supplier only on receipt of input tax credit to BSNL
- 3.12. GST (if applicable) on account of liquidated damages due to delay in supply would be borne by Rural distributor.
- 3.13. The 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 Rural distributor to intimate BSNL well in advance in case of deviation / disagreement with the place of supply as determined in PO
- 3.14 Rural distributor agrees to share the monthly information with BSNL which would be uploaded by Rural distributor 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 Rural distributor to provide reconciliation statement of all the supplies made by it including issuance of credit note, debit note or other documents as prescribed, within 30th September following the end of relevant financial year.

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4. BSNL reserves the right to change the terms of trade from time to time without any prior notice.

- 4.1 The company reserves the right to not provide discounts/ margin on certain stock for the Rural Distributors (RDs) in case of any pending disputes in matters relating to activations or cancellations.
- 4.2 In case of dispute arising between the RDs/ Franchisees and BSNL, the same shall be adjudicated by the SSA Head or any official appointed by the SSA Head.
- 4.3 The decision of BSNL will be final on all matters relating to the business rules and will be binding on the Rural Distributors.
- 4.4 The Rural Distributor has to fully cooperate with Franchisee / BSNL to investigate any complaint.
- 4.5 BSNL shall not be liable for any act of commission or omission of any third party.
- 4.6 The Rural Distributor 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 Rural Distributor in respect of all matters including security deposit, incentives payable to the Rural Distributor etc.
- 4.7 SSA Head reserves the right to accept or reject any or all the Rural Distributor request in part or full, without assigning any reason whatsoever.
- 4.8 SSA Head reserves the right to terminate the contract at any time without assigning any reason.
- 4.9 In case of violation of terms and conditions of the contract or unsatisfactory services, SSA Head reserves the right to terminate the contract at any time and forfeit the security deposit in part or full.

5. Appointment of the Rural Distributor

- 5.1 BSNL will grant to the Rural Distributor, right for the Sales & Distribution of products & services in the territory. The Rural Distributor must fulfill all the requirements of mentioned territory assigned to him. The operations of Rural Distributors will not be allowed to operate in any territory other than the prescribed territory. However BSNL shall have a right to appoint any additional Rural Distributor(s) / Rural Distributor in the territory / area of operation of BSNL and the Rural Distributor shall have no objection what so ever.
- 5.2 BSNL Franchisee of the area or directly BSNL will supply to the Rural Distributor all the relevant data, guidelines and other information to effectuate the purpose of the Agreement. On termination of the Agreement, howsoever occasioned / caused, no further compensation shall become due to the Rural Distributor unless the same shall have accrued prior to the date of such termination and the Rural Distributor expressly has to agree that he will not be entitled to any compensation and/or indemnification whatsoever, from BSNL in that regard.

6. General Obligations of the Rural Distributor

- 6.1 The Rural Distributor shall maintain a suitable strategy for the sales & distribution of products & services in the allocated BTSs area through his retailers. The Rural Distributor shall use its best efforts to actively provide effective services to the subscribers of BSNL and always act in the interest of BSNL to delight its subscribers.

- 6.2 The Rural Distributor is on non-exclusive basis and agrees not to involve him in any manner either directly or indirectly in any business or activity, which is competitive with the business or activities of BSNL in his area of operation.
- 6.3 The Rural Distributor shall treat as confidential and secret all verbal and written communication, lists and circulars which in the opinion of BSNL are regarded as confidential information and/or trade secrets. The Rural Distributor shall adopt and implement security procedures acceptable to BSNL for determining the persons to whom such information is authorized to be disclosed based upon such person's need to know the same for the purpose of fulfilling his responsibilities in relation to the Agreement. Confidential and trade secret information shall remain the property of BSNL and shall be returned to BSNL upon termination of this Agreement in the manner prescribed by BSNL. The Rural Distributor hereby undertakes and agrees not to retain and make any copies of the entrusted confidential information.
- 6.4 RDS will not sublet his distributorship. If at any time it is established that RDS has sublet his work then BSNL reserves the right to terminate the distributorship.
- 6.5 In no case Rural Distributor is allowed to sell outside his territory. At any time if it is established that distributor sold product outside his given territory then it shall be treated as violation of agreement. Where such circumstances agreement with such Rural Distributor shall be discontinued and the Rural Distributor shall be barred for further dealing with BSNL for a period of 2 years.
- 6.6 The security deposit of Rural Distributor shall be forfeited in case of violation of agreement and non fulfillment of statutory obligations.
- 6.7 Rural Distributor must ensure that BSNL products are available with retailer's network in sufficient quantity on demand. Rural Distributor must ensure that no black marketing or mal treatment to customer is done through its network.
- 6.8 Rural Distributor is supposed to serve retailers at their premises. Rural Distributor must ensure availability of BSNL products in the villages falling in his territory and which are inhabited.
- 6.9 Rural Distributor is responsible for Distribution network. RDS should pass discount/ margin/ incentives received by them to retailers as per Annexure-E or as specified by BSNL from time to time.
- 6.10 The merchandise will be sold at the premises by the Rural Distributor and it is clarified:
- (i) That BSNL shall be liable for the quality and genuineness of the goods sold by the Rural distributor,
 - (ii) That BSNL shall not be liable for any loss, pilferage or damage to the goods stored and sold at the premises safety and security of premises and the merchandise shall be the entire responsibility of the Rural Distributor.

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- 6.11 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 Rural distributor to comply with the relevant laws/ regulations applicable in India or overseas, Rural distributor undertakes to indemnify BSNL for an amount equal to amount payable by BSNL and the same shall be recovered by BSNL
- 6.12 In case of any deviation, default or negligence on the part of Rural distributor due to which it is liable to pay penalty to BSNL, the same shall be recovered by BSNL from Rural distributor along with applicable GST tax (as may be applicable)
- 6.13 BSNL shall deduct tax at source if required under GST Act and GST regulations, any law or any regulation.

7. Verification of identity of subscribers: The Rural Distributor has to ensure verification of credentials of new subscribers – both as per documents submitted as well as per physical verifications. Rural distributors will be responsible for the verifications done by his retailers working under them RDS has to ensure that:

- 7.1 No pre activated card is issued to the applicant.
- 7.2 Verification of document against original has been done at the point of sale (POS).
- 7.3 Subscriber enrollment form has been duly filled by applicant.
- 7.4 The photograph submitted has been matched with the applicant.
- 7.5 The form has been personally signed by the applicant in presence of retailer at POS.
- 7.6 The original proof of identity /address has been matched & verified with the self attested photocopies submitted by the applicant.
- 7.7 Application form plus supporting documents has been checked & certified that:
 - a. Documents are in order.
 - b. Signature on the self attested photograph matches the signature on the CAF.
 - c. Photograph on the form matches with the one on the photo ID document.

8. General Obligations of BSNL

- 8.1 BSNL shall from time to time or in response to specific request by the Rural Distributor provide information, training and assistance relating to the services and arrange for qualified personnel / representatives of BSNL to render such training and assistance. –
- 8.2 BSNL may provide the marketing material to the Rural distributor. This may include but not limited to, information brochures, posters, inserts, special giveaways, mailers (target-segment-specific), folders, subscription forms, receipt books, stickers etc. It will not be obligatory and binding on BSNL to provide all the above material, and will be provided as per availability only.
- 8.3 In order to manage returns of defective products, BSNL may, with prior approval of the Rural Distributor, inspect the stock at Rural Distributor's location to evaluate whether or not the products are maintained in proper condition.

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- 8.4 BSNL / its representative will ensure no black marketing happens & also have periodic inspection / surprise check to ensure all channels are working properly.
 - 8.5 The discounts offered by BSNL are subject to variation during the term of this Agreement at the sole discretion of BSNL.
 - 8.6 The Rural Distributor can supply the printed / display material etc. at his own cost without any liability on BSNL. He will keep BSNL indemnity from the content of the publicity/ display material so supplied.
- 9. Brand name, Logos and Trademarks:** The Rural Distributor shall not contest, at any time, the right of BSNL or its affiliated companies to any brand names or Logo used or claimed by BSNL or such companies.

BSNL reserves the right to modify sections / Annexure of this “CM Sales and Distribution Policy – 2018” and discount/ margin structure at any point of time with the approval of Director (Consumer Mobility).

Sharing of Discount / margin and incentives

Table- I A (Two Tier) Franchisee – Retailer

Sharing of franchisee Discount / margin and incentives among Franchisee Retailers

Product	Franchisee	Retailers
New Connection (Prepaid/ Postpaid)	30%	70%
CAF incentive	70%	30%
Recharge / C-TOPUP	35%	65%

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

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

Product	Franchisee	RDs	Retailers
New Connection (Prepaid/ Postpaid)	15%	15%	70%
CAF incentive	50%	20%	30%
Recharge / C-TOPUP	17.5%	17.5%	65%

Table- II (Two Tier) RDs – Retailers

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

Product	RDs	Retailers
New Connection (Prepaid/ Postpaid)	15%	70%
CAF incentive	50%	30%
Recharge / C-TOPUP	17.5%	65%

Table- III DSA

Sharing of franchisee Discount / margin and incentives for DSA

Product	DSA
New Connection (Prepaid/ Postpaid)	70%
CAF incentive	50%
Recharge / C-TOPUP	65%