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भारत संचार निगम लिमिटेड
(भारत सरकार का उद्यम)
BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

No. PGM(S&M)/T-485/CSC Corres. /Pt II /2019-20/19 dt the 07 -01-2020

To
All Heads of SSAs,
BSNL,
Tamilnadu Circle.

Sub: Interim Guidelines for operating CSCs in the Post-VRS scenario-Reg

CGM Tamilnadu Circle has approved the following Guidelines for operating the CSCs in the post VRS scenario as an interim arrangement.

- All Type-I CSCs are to be manned with available staff.
- All Type-III CSCs can be given to Franchisee/DSA for a period of three months through an addendum to S& D Policy 2018. The DSA has to furnish PBG for Rs.30,000/- (Rupees thirty thousand only) for each Type III CSC, valid for a period of nine months from the date of addendum agreement and extendable as required.
- All the Type-II CSCs may be analyzed case by case and SSA may decide to either man with our own staff or give it to Franchisee/DSA for a period of three months through an addendum to S& D Policy 2018 at SSA level and such cases with recommendation may be forwarded to circle office for approval of Head of Circle. (Format of addendum agreement is enclosed). The DSA has to furnish PBG for Rs.1,00,000/- (Rupees one lakh only) for each Type II CSC, valid for a period of nine months from the date of addendum agreement and extendable as required.

SSAs may take action based on the above interim guidelines and cases for approval for Type II CSCs by circle office may be sent latest by 20/01/2020.

This arrangement will be reviewed after three months or on receipt of corporate office guidelines, whichever is earlier.

Encl: As above

Handwritten signature and date: 07-01-2020
DGM(Sales-CM)
O/o CGM, BSNL,
Tamilnadu Circle,
Chennai-6.



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**AGREEMENT WITH INTEGRATED FRANCHISEE/DSA FOR OPERATION
AND MAINTENANCE OF BSNL CUSTOMER SERVICE CENTRES**

ADDENDUM AGREEMENT MADE BETWEEN

-----**BUSINESS AREA** -----**SSA**

**BSNL, TAMILNADU CIRCLE AND
THE INTEGRATED FRANCHISEE/DSA**

M/s. _____

OPERATION AND MAINTENANCE OF BSNL CUSTOMER SERVICE
CENTRES WITHIN THE INTEGRATED FRANCHISEE/DSA TERRITORY
OF BUSINESS AREA

SECTION-I

Terms and conditions and Scope of work

1. CSCS SHOULD BE LOCATED IN THE TERRITORY OF THE INTEGRATED FRANCHISEE/DSA OR ON MUTUAL AGREEMENT.
 - 1.1. The Franchisee has to enroll himself as Integrated Franchisee/DSA to enable to sell LL/BB/FTTH connections.
2. THE DURATION OF THE CONTRACT WILL BE FOR A PERIOD OF SIX MONTHS. After expiry of Agreement for a period of six months, SSA head may review the performance of the Integrated Franchisee/DSA and proposal may be sent to CGMT, TN Circle for further extension along with full justification.
3. SCOPE OF WORK:
 - 3.1. Scope of the contract is for operation and maintenance of customer service center as per Integrated Franchisee/DSA policy on commission basis. The Integrated Franchisee/DSA shall provide BSNL services/products to walk in customers.
 - 3.2. BSNL shall makeover the setup of the Customer Service Centre (CSC) to the Integrated Franchisee/DSA on as-is-where-is and on non-chargeable basis, except the Aadhaar Enrolment Kits installed/ to be installed, in the CSC, which shall be operated only by BSNL employee. No access to CDR shall be given to the Integrated Franchisee/DSA in this arrangement. BSNL has the right to withdraw IT equipment like PC/UPS/Printers/Scanners etc., after a period of three months.
 - 3.3. Facility of upkeep and routine maintenance of the CSC is the responsibility of the Integrated Franchisee/DSA.
 - 3.4. The Integrated Franchisee/DSA will ensure, timely acceptance of bill – payments of BSNL only through CBP, availability of application forms for all BSNL services (supplied by BSNL), readily provide information related to BSNL services, accept all types of new service requests and accept requests like change of tariff plan, change of address and other services now being provided by CSCs. No cash payments through CDR or Kennan FX, mobile PMS should be accepted by Integrated Franchisee/DSA.
 - 3.5. Customer Service Centre shall act a ‘Demo Centre’ for services (especially new service). The connectivity (BB) to CSC will be provided by BSNL on non-chargeable basis, only for BSNL service purposes.
 - 3.6. The Integrated Franchisee/DSA shall keep the BSNL premises neat and tidy.
 - 3.7. The scope includes handling of all types of enquiries, complaints, requests from GSM/LL/BB/FTTH customers visiting Customer Service Centre, to sell LL/BB/FTTH connections and new SIM activation through DKYC etc.

- 3.8. The Integrated Franchisee/DSA can accept applications for bulk connections here minimum of 25 connections and more for GSM prepaid/postpaid/Landline/Broadband/FTTH and leased lines and hand over to designated BSNL officials for due processing of bulk connections.
 - 3.9. The commission for the Integrated Franchisee/DSA will be applicable as per the commission policy as decided by the BSNL from time to time.
 - 3.10. The Integrated Franchisee/DSA is required to open the Customer Service Centre from 08.00 AM to 08.00 PM on all days of the week (including Sundays & Holidays with mutual agreement, except Independence Day & Republic Day).
 - 3.11. The Integrated Franchisee/DSA shall ensure; there is no damage to telecom installations or telecom equipments available in the BSNL premises, failing which suitable penalty will be imposed by SSA/BA Heads.
 - 3.12. The Integrated Franchisee/DSA shall not carry out sales and marketing activities for other competitors of BSNL in the customer Service Centre, failing which contact will be terminated immediately.
 - 3.13. The officers/staff or any other representatives of SSA/BA have the right to visit any Customer Service Centre within the jurisdiction of SSA/BA and can inspect the sales and marketing reports/files/records and can conduct physical stock verification.
 - 3.14. The Integrated Franchisee/DSA shall keep record of all sales activities, bill collections etc., on daily basis and relevant files/registers are to be maintained. Such records shall be made available to SSA/BA teams.
4. SERVICE/OPERATIONS EXPECTATIONS FROM INTEGRATED FRANCHISEE/DSA IN CUSTOMER SERVICE CENTRE (CSC).
- 4.1. Sales of all types of services/products of only and only BSNL and marketing of BSNL services/products. Integrated Franchisee/DSA will not use the space, allotted to him, for any other business or sale of other service provider's products, other than BSNL services/products.
 - 4.2. Acceptance of all types of bill payments of customers/ organizations/ vendors through cheque/DD. All cheques/DDs to be in the name of AO(C), BSNL.
 - 4.3. Acceptance & Co-ordination of all types of mobile related complaints and forwarding such complaints to CSC nodal officer of the SSA.
 - 4.4. Only CBP system generated receipts are to be given to customers for collections of Bill payments, receipt of applications etc.
 - 4.5. Space and power available at CSC as on date of agreement shall be maintained by the BSNL at no extra cost to Integrated Franchisees. In case, additional demand is required for Integrated Franchisee/DSA at a later date, the same shall be provided subject to feasibility and such payment as decided on case to case basis.
5. FINANCIAL PROPOSAL:
- 5.1. The Integrated Franchisee/DSA will get commission (exclusion: DSA/FTTH Franchisee) as per franchisee policies of different products/services notified from time to time.
 - 5.2. The existing BG of the Integrated Franchisee shall be a security, against original purpose as per franchisee policy as well as a guarantee against any damage to BSNL property, Image, Brand Value or fraud at CSC premises. Whereas, DSA has to furnish PBG for RS.1,00,000 for Type II CSCs and RS.30,000 for Type III CSCs.

- 5.3. The cheques collected on day to day basis should be deposited to the designated BSNL officer on the next day by 12 noon along with counterfoil of bills.
 - 5.4. Reconciliation has to be done by the second day.
 - 5.5. For prepaid services, the Integrated Franchisee/DSA shall be allowed to lift material on payment basis like SIM cards, Recharge Vouchers etc., on predefined commission basis as per Integrated Franchisee/DSA policy.
 - 5.6. The Integrated Franchisee/DSA will present monthly claims with supporting documents.
6. NO CAPEX/OPEX TO BE PAID BY BSNL TO INTEGRATED FRANCHISEE.
- 6.1. For claims of commission on post paid services/new connections, a monthly bill will be submitted to AGM(S&M) along with proof of remittance made and proof of deposit to designated officer of that SSA (day-wise consolidated) for the particular month. Claim to be submitted within seven days of end of the month. After 30 days, no claim shall be ordinarily entertained. For prepaid services, commission shall be upfront as in Integrated Franchisee/DSA policy.
 - 6.2. Reconciliation should be done on daily basis by AO(Cash).
7. TERMINATION
- 7.1. The BSNL reserves right to terminate the contract with one month notice if, Integrated Franchisee/DSA fails to perform on sales and marketing activities over a period of 3 months.
8. TERMINATION FOR INSOLVENCY
- 8.1. The BSNL may at any time terminate the contract by giving written notice to the Integrated Franchisee/DSA without compensation to the Franchisee. If the franchisee becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the purchaser.
9. EXIT CLAUSE
- 9.1. If Integrated Franchisee/DSA want to exit he has to comply with the following:
 - I. Give one month's notice.
 - II. Surrender of all equipment which has taken from BSNL in working condition.
 - III. The sum of all consequential damages, if any that arise on account of pre-mature closure will be borne by Integrated Franchisee.
 - IV. The Integrated Franchisee/DSA has to hand over all the records/data manually/computerized) to BSNL in both cases if Integrated Franchisee/DSA wants to exit.
 - V. The Integrated Franchisee/DSA will have to clear all the dues to BSNL.