

BHARAT SANCHAR NIGAM LIMITED
Sales & Marketing-CM

Opportunity to provide services to BSNL in connection with BSNL's online SIM delivery -2024

No. BSNLCO-SMCM/16(12)/1/2024-SM-CM

Dated: 21.10.2024

1. Proposals are invited from interested and eligible companies/firms for providing services (as defined in para 5 below) to BSNL in connection with online SIM delivery business of BSNL on non-exclusive basis. The eligible companies can start providing services as defined in this EoI and as decided by BSNL from time to time, after entering into an agreement with BSNL. This policy is open for all who meet the eligibility criteria prescribed herein below. Interested & eligible company/Firm may submit proposal on any working day during business hours at the following address:-

DGM (Sales & Marketing) CM
Bharat Sanchar Nigam Limited,
Room No. 606, 6th Floor, Bharat Sanchar Bhawan,
Janpath, New Delhi -110001.
Tel: 011-23326098,
email: dgmsmbsnlco@gmail.com

2. PROCESSING FEE

As mentioned in para 7.1, processing in the form of DD in favour of “Accounts Officer (Cash), BSNL CO., New Delhi”, will have to be deposited along with the proposal else the proposal will not be considered. This processing fee (along with applicable GST, if any) is neither transferable nor refundable.

3. On receipt of proposal from eligible company/ firm, BSNL will scrutinize them and Successful firms shall be declared as empaneled in BSNL as service provider and the concerned circle/zone(s) will be intimated accordingly. The empaneled company/firm shall approach concerned circle of the zone as nominated by BSNL Corporate Office, New Delhi for signing of agreement within 30 days from the date of empanelment.
4. BSNL reserves the right to review the entire policy or any elements thereof based on its business needs any time at its discretion.

5. SCOPE OF WORK:

5.1 To provide services to the customers at doorstep by delivery of SIM/USIM/combo pack (SIM/USIM+FRC) & provisioning of other services ie. MNP, 4G SIM up gradation, SIM replacement along with KYC through lead generation on BSNL web portal /BSNL Self-care App/Kiosk vending machine /ATMs/Call Center and any other electronic mode by the customers. They have to serve the customers at their doorstep. In connection with the same, BSNL intends to appoint circle/zonal/PAN India level distributor to be known as Service Providers for Online SIM delivery business (hereinafter referred to as ‘Service Providers’). There will be three types of Service Providers.

- Cat -1 who is applying for single circle
- Cat -2 who is applying for single zone
- Cat-3 who is applying for all four zones i.e. on PAN India basis.

5.2 Service providers have to sell SIM/USIM/Combo pack(SIM+FRC) etc. as decided by BSNL from time to time booked through BSNL web based platforms / Kiosk vending machine/ATMs/Call center/BSNL self-care app etc. using Internet / API /own app/ mobile apps/ data access or other electronic modes. They may use their private retail store chains or may use established retail network(s) of Banks, Govt./ PSUs, utility bill payment centres by having agreement with them. They should not disturb the existing distribution network of primary franchisees/ e-distributor etc. of BSNL.

5.3 The Service providers shall be responsible for investment in setting up requisite infrastructure viz. outlets, portals, servers, leased connectivity etc. for sale of the services. Service providers shall maintain a suitable organization for the marketing & distribution of products & services in the allocated zone(s). The Service providers shall make its best efforts to actively provide effective services to subscribers of the BSNL and always act in the interest of both the BSNL and its subscribers.

5.4 The service provider shall develop & operate an Android/IOS or other platform app for delivery agents & customers so as can login & see the live status/tracking of SIM delivery.

5.5 Service providers shall integrate its system with BSNL's zonal C- Top-up/ Sanchar-Soft (ITPC) systems etc. and will ensure security of data link by way of Firewall/ IDS etc. C-Top-up vendor will share APIs for the integration purpose.

5.6 The reports needed by BSNL for reconciliation and monitoring purpose will have to be developed by both parties and will be validated by BSNL team appointed by the GM (CMTS), Nodal Center before start of actual application.

5.7 Service providers shall store all records of sale at the Central server for a period of at least one year to enable tracking of Sale etc by Law enforcement agencies in India as per DoT guidelines time to time.

5.8 BSNL may from time to time provide information, training and assistance relating to the services. The training will be free of cost at a venue/training centre chosen by the BSNL at its discretion. The Service provider shall bear all costs relating to travel, accommodation and subsistence costs of their representatives.

5.9 BSNL may provide the marketing material to the service provider. It will not be obligatory and binding on the BSNL to provide all the above material, and will be provided as per availability only.

5.10 BSNL/ its representatives will have unlimited access to the business

premises of the Service Providers to check, from time to time including the following:

- i. The process of selling and customer problem resolution,
- ii. To identify problems and suggest solutions for Service Providers to implement remedial measures,
- iii. Inspect and audit any or all statutory and other books of records and accounts

5.11 Verification of credentials of customers has to be done at the door-step of the customer as per various guidelines issued by DoT and BSNL from time to time. Service provider will be responsible for verifications done by their employees.

5.12 *To avoid cybercrime/fraud by obtaining mobile connection through fraudulent means, service provider has to sign supplementary agreement with BSNL as per guidelines issued by department of telecommunication (DoT), the ministry of communication/Govt. of India vide dated 31.08.2023. Service provide has to follow the various guidelines issued by DOT/TRAI/Any government agency from time to time.*

5.13 If any of the document as acquired by any regulatory authority i.e. DoT/ TERM cell etc. is found to be wrong and any penalty imposed on BSNL by the regulatory authority for violation of guidelines w.r.t. the said documents, BSNL shall have the right to recover the said imposed penalty from the service provider.

5.14 As per instruction of DoT, it is to ensure adequate verification of each and every customer to avoid cybercrime/frauds and other misuse of mobile connections obtained by fraudsters in connivance with Point of Sale (PoS) i.e. distributors, agents or employee (servant). Furthermore, DoT, Ministry of Communications, Government of India has also instructed that if BSNL is appointing PoS to enroll customers, then in the interest of the security of the nation, it shall be mandatory for the licensee i.e. BSNL to register such PoS (service provider& also retailer/agents working under such distributor) separately before permitting them to enroll the customers.

5.15 BSNL shall not be liable for any loss, pilferage or damage to the goods stored and sold at the premises and the merchandise shall be the entire responsibility of the Service provider.

5.16 Meeting all sales targets set by BSNL CO for the circle/zone(s) allotted. Service provider is responsible for meeting these targets through all channel entities working under him.

5.17 The service provider (Cat-1) shall start the operation of SIM selling at the door step in minimum 50% BAs within 3 months of agreement & in all BAs within 6 months of the agreement. For Cat-2 & 3, the service provider has to start the operation in minimum 50% BA in all the circle of allotted zone/s

5.18 Verification of credentials of customers – Verification of POI/POA (photo, identity and address) of customer at the POS (Point of Sale) has to be

done as per the various guidelines issued by DoT and BSNL from time to time. Service provider will be responsible for the verifications done by all the channels i.e. Sub Distributors and retailers working within their network.

5.19 Assist and cooperate with the BSNL employee appointed by BSNL in respect of sale of BSNL products, and provide him/her with the required details as specified by BSNL.

5.20 Providing List/ Details of SDs (Sub distributors) and retailers to BSNL.

5.21 Receiving advertisement/ marketing material from BSNL, and displaying it at POS and distribution to Sub Distributors/retailers.

5.22 Promotion of BSNL Products at service provider's own cost.

5.23 Arranging special promotional events, as per BSNL requirements, at service provider's own cost, which shall include events and camps/ canopy in unreached and potential areas.

5.24 Timely submission of bills and claims to the nodal officer

5.25 Storage of SIM's and other telecom products purchased by the service provider from BSNL in a proper manner.

5.26 Service provider will be responsible for all the work done through its distribution network.

5.27 The service provider will be responsible for intimating their GSTN No. to BSNL for billing purposes.

6. ELIGIBILITY REQUIREMENTS:

6.1 It should be an Indian registered proprietorship firm, partnership firms or company.

6.2 The company should not have substantial equity stake (10 % or more) in & of any Basic services/Cellular services/internet services/Unified Access services/National Long Distance services operating company (ies) in India.

6.3 The company should not be a Licensed Service Provider to provide Basic services/Cellular Services/ Internet services/ Unified access services/NLD services anywhere in India

6.4 **Turnover:** It should have a minimum average turnover of Rs. 25 Lakh for Cat-1, Rs. 1 Crore for Cat -2 & Rs. 5 Crore for Cat-3 service provider during last 3 financial years including current financial year. The service provider shall submit the audited annual report OR CA certified turnover certificate for this purpose.

6.5 It should have a minimum of one year experience during last three years with system / process in place for providing any of the following services:

- i. The bidder must have experience in distribution of SIM/mobile recharge or any other telecom products through retail network using electronic system with own deployed server.

OR

- ii. Distributing services electronically with own deployed server for banks or any government organization/PSU/ large retail chains.

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OR

- iii. Bidder must have experience of business of e-commerce or m-commerce with own deployed server.

OR

- iv. Existing BSNL franchisee /e-distributor or other channel partners can also apply subject to fulfilment of eligibility criteria.

OR

- v. BSNL VAS provider having running agreement with BSNL and own established server.

OR

- vi. BSNL bundled application provider having running agreement with BSNL and own established server.

OR

- vii. Mobile handset manufacturer/distributor having separate established distribution channel

Note: -M-wallet operators (open wallet & semi-closed wallet), C-top-up provider having direct integration with IN shall not be allowed for Service Providers of BSNL.

6.6 Other Requirements:

- a) Valid PAN number.
- b) Valid Goods and Services Tax(GST) registration Certificate No. for respective state
- c) Self-declaration along with the evidence that the bidder is not blacklisted by the GST authorities
- d) In case the Service Provider gets black-listed during the tenure of BSNL contract, then adequate indemnity clause should be inserted to ensure that no loss of credit is borne by BSNL due to a default of Service Provider.
- e) In case of multiple Goods and Services Tax Identification Number(GSTIN),all the numbers can be provided as Annexure

7. LIST OF DOCUMENTS to be submitted as part of the proposal:

7.1 A Demand Draft (DD) in lieu of processing fee@ Rs.5000/-plus applicable GST along with applicable GST per zone from a Nationalized / Scheduled Bank& the same may also be deposited through RTGS/NEFT directly in the account of BSNL.

7.2 Certificate of incorporation/ registration.

7.3 Copy of Articles & Memorandum of Association or Partnership deed or Proprietorship deed as the case may be

7.4 Details of the firm along with a list of Directors on the Board of the company with their address(es), contact telephone numbers, email-ids, DIN of each director,

- 7.5 CIN of the company etc., proprietor in case of proprietorship firm, each partner in case of partnership firm.
- 7.6 Board's/ Management's resolution in favour of authorized signatory along with attestation of the signature of the authorized signatory
- 7.7 Experience certificate establishing satisfactory experience from the concerned agency to which the applicant has been providing / is providing the said products.
- 7.8 Complete Audited Annual Reports OR Turnover certificate from the company's Auditors/ CA of the company for the last 3 financial years including current financial year.
- 7.9 Attested copy of GSTIN.
- 7.10 Attested copy of PAN/GIR Number
- 7.11 Latest Income Tax clearance certificate.
- 7.12 Attested copy of filled "Annexure-A", "Annexure-B" & Annexure-C
- 7.13 Contact details i.e. Name, mail id, phone no., mobile no., fax no. of a responsible person for liaison in this matter
- 7.14 Any other supporting documents as asked for or called for.

8. PERFORMANCE BANK GUARANTEE (PBG)

- 8.1 The Bank Guarantee @ Rs. 1 Lakh for Cat-1 for single circle, Rs. 3 Lakh for cate-2 for single zone and Rs. 5 Lakh for all four zones i.e. on PAN India, is to be provided within 15 days of signing of the agreement. The Bank Guarantee should be valid for 33 months. No interest is payable on performance bank guarantee. In the event of extension of agreement, BG shall be revalidated for a period commensurate with the extension period.
- 8.2 Without prejudice to its right of any other remedies BSNL shall, on failure of the Service Provider to provide services under the agreement or in case of breach of any terms & conditions of the agreement by Service Provider or on failure of Service Provider to start the business within 6 months of signing of agreement or failure of Service Provider to achieve minimum committed annual SIM sale target encash/ forfeit the said PBG in part or full without prejudice to any other rights. .
- 8.3 BSNL reserves the right to deduct any amount of whatsoever due to BSNL against agreement from said PBG without prejudice to any other rights. The said PBG shall be discharged by BSNL after successful completion of obligations under agreement.
- 8.4 Further in case of extension (as per clause-13), the revised PBG may be furnished accordingly.
- 8.5 Any sum of money due and payable to the service provider under this agreement or otherwise shall be appropriated by BSNL & the same may be set-off against any claim of BSNL for the payment of a sum of money arising out of this agreement or any other agreement made by the service provider with BSNL.
- 8.6 Exemption to MSE (Micro & small Enterprise) Bidders : Exemption to MSE bidders will be as stated below

- a. MSE (Micro & small Enterprise) registered under Udyam Registration are eligible to avail the benefits (w.r.t. Tender/EOI/RFP Fee and EMD/bid

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security/purchase preference) as per policies of the Government from time to time .

- b. The tender/EOI/RFP documents shall be issued free of cost to MSE (Micro & small Enterprise) on production of current and valid Udyam Registration certificate.
- c. MSE (Micro & small Enterprise) shall be exempted from payment of EMD/ bid security/purchase preference on production of current and valid Udyam Registration certificate.
- d. Exemptions shall be granted to MSE bidder on production of requisite proof in respect of valid certification from MSE for the tendered item. It may be noted that exemption will not be granted to MSE bidder if traded items/services are offered and exemption shall be considered only if the offered items/services are being manufactured/rendered by the MSE bidder themselves.
- e. PBG is required to be submitted by MSE bidders also.

Note: UAM (Udyog Aadhar Memorandum), indicating category as Micro or Small, may also be accepted, alongwith Udyam , for extending exemptions from Tender Fee & EMD to Micro & Small Enterprises (MSEs), with the condition that UAM should be valid (verifiable from MSME website), as on date of opening of the bids by Purchaser.

9. Forfeiture of PBG :

"Without prejudice to its rights of any other remedy, BSNL shall en-cash/forfeit the PBG in the following circumstances:

- i) *In case of any breach of terms and conditions of the agreement or in case of failure to roll out the services as per the agreed schedule & parameters or*
- ii) *In case of failure to comply with the content related laws including IPR/copy rights on the part of the bidder or*
- iii) *In case of loss or damage caused to or would be caused to or suffered by BSNL by reason of beach or renewal of the PBG.*
- iv) *In any outstanding amount due to BSNL in terms of the agreement"*

10. AREA OF OPERATION: The list of Circles along with zone is as given below:

S.No.	Name of Zone	Name of circles/Districts with its headquarters
		Andaman & Nicobar-PortBlair
		Assam—Guwahati
		Sikkim - Gangtok

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1	EAST	Bihar–Patna
		Jharkhand–Ranchi
		Kolkata TD–Kolkata
		NortheastTelecom–I–Shillong
		NortheastTelecom-II–Dimapur
		WestBengal–Kolkata
		Orissa–Bhubaneswar
2	NORTH	Haryana–Ambala
		HimachalPradesh–Shimla
		Jammu & Kashmir–Jammu/Srinagar
		Punjab–Chandigarh
		Rajasthan–Jaipur
		Uttarakhand–Dehradun
		Uttar Pradesh(East)–Lucknow
		Uttar Pradesh(West)–Meerut

3	WEST	Chhattisgarh–Raipur
		Gujarat–Ahmedabad
		Madhya Pradesh–Bhopal
		Maharashtra–Mumbai
4	SOUTH	Andhra Pradesh–Vijaywara
		Chennai TD–Chennai
		Karnataka–Bangaluru
		Kerala–Thiruvananthapuram
		Tamil Nadu–Chennai
		Telangana - Hyderabad

i. Service Providers have to sign agreement in the nominated circle. They may purchase inventory from concerned nodal/circle.

ii. They may use their private retail store chains or may use established retail network(s) of Banks, Govt./ PSUs, utility bill payment centres by having agreement with them.

iii. The service providers shall provide SIMs to customers at their door step, booked through web based platforms / Kiosk vending machine/ATMs/Call center using Internet /API / mobile apps/ data access or other electronic modes across the circle/zone(s).

iv. Service Providers will arrange communication/ transaction links among its web portal and PoS at its own cost. BSNL shall not provide any technical support for distribution network.

11. SELECTION PROCESS: Service Provider will be selected on non-exclusive basis.

11.1 The proposals from companies/ firms shall be scrutinized by Sales & Marketing–CM Cell of the BSNL corporate office, New Delhi. Successful firms shall be declared as empanelled in BSNL as service providers and the concerned circle/zone(s) will be intimated accordingly.

11.2 The empanelled company/firm shall approach Circle as nominated by BSNL Corporate Office, New Delhi for signing of agreement.

11.3 Service Providers will have to sign agreement within 30 days from the date of empanelment on non-judicial stamp paper of Rs.100/- to be arranged by service providers.

11.4 BSNL reserves the right to accept or reject any or all the service providers request in part or in full, without assigning any reason whatsoever.

11.5 The empanelment of the service providers 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.

12. DURATION OF AGREEMENT: The Service Providers shall initially be for a period of Twenty seven (27) months (which includes three months for the preparations for roll out) from the date of agreement and will be subjected to review of performance as prescribed by BSNL. Decision of BSNL in such cases shall be final and binding on service provider.

13. EXTENSION of Agreement: Service Providers shall request to BSNL for extension of its agreement well in advance from the end date of its agreement. The agreement may be extended for willing Service Providers on year-to-year basis for a period of two years subject to following conditions :

13.1 Service Provider has achieved 100% Achievement of the sales targets during previous years

OR

13.2 Service Provider has paid applicable penalty (if any) in full for short achievements of annual target.

14. ROLLOUT PLAN: Service Providers will install its system, will ensure integration with BSNL network elements like C-Topup system etc., and arrange for successful provision of Services, verification of provisioning, delivery and charging/reconciliation of SIM sale/FRC transactions within a period of three months from the date of signing of agreement. The monitoring of annual performance against the sales target will commence from such date of launch of service.

15. ANNUAL SIM SALES TARGET:

i. Cat -1 (Single Circle) Service Provider	6000
ii. Cat -2 (Single Zone) Service Provider	12000
iii. Cat-3 (All Zones PAN India) Service Provider	30000

Note: Monthly SIM sale target may be calculated on pro-rata basis. Targets and target criteria, if any, may be reviewed by the BSNL and the same may be modified as per changed business dynamics at any time during agreement period of BSNL with service provider. The necessary instructions in this regard shall be issued by the concerned cell of BSNL Corporate Office and the decision of BSNL in this regard shall be final.

16. MINIMUM PURCHASE: In order to avoid frequent and small quantity purchase requisitions from service provider, a minimum order quantity of 500 SIM/ Combo (SIM+FRC) will have to be purchased by all Category of service providers. Material can be issued to service provider against RTGS / Cheque on realization of Money in BSNL account or against Cash / Draft. The preferred mode for fund transfer for the service provider to get material is RTGS.

17. DISCOUNT/ MARGIN and billing procedure:

For Post Paid: Discount/margin/incentive/Commission etc. will be provided to Service provider in line with OCSC commission structure as per Annex-D.

For Pre-paid: In case of pre-paid services/products, the commission & other benefits will be provided as per Annexure D-I equivalent to OCSC portion as mentioned.

SIM Delivery commission: Commission of Rs 50/- per SIM for delivery of SIM/Combo pack (SIM+FRC) at the doorstep of the customer will be offered to service provider for both pre-paid & post paid services. The amount of SIM delivery commission can be reviewed by BSNL at any time and decision of BSNL in this regard will be final.

The Commission/incentive and other benefits will be provided as per Annexure- D & D-I and the same can be reviewed/modified by BSNL at any time and decision of BSNL in this regard will be final.

The above SIM delivery commission/incentive is above the normal commission for SIM activation/FRC.

In future, new attractive discounts/incentive schemes may be offered by BSNL to service provider from time to time as per prevalent market dynamics. These schemes will be subject to change from time to time.

17.1 BSNL will charge GST on the price at the transaction value i.e. the price at which BSNL sells its products/services to service provider. BSNL would raise sale invoice for sale of BSNL products/services to service provider.

17.2 BSNL shall, not withhold tax at source under Chapter XVIIIB of the IT Act, 1961 on all discounts/ margin provided to the franchisees for sale of pre-paid CTop-up in view of the Supreme Court ruling in the case of Bharti Cellular Ltd (Now Bharti Airtel Ltd) Vs. ACIT, Kolkata [2024]. As regards other BSNL Products/services, BSNL shall withhold tax at source on commission/incentive under chapter XVIIIB of the IT Act as per the provisions provided therein. BSNL should continue to withhold taxes under section 194H of the Act on the commissions/incentives provided to franchisees/distributors in relation to sale/activation of SIM cards.

17.3 GST paid by service provider to BSNL shall be available to the service provider as input tax credit which can be set off against the GST charged by service provider.

17.4 Methodology for computation of discount/ margin/Applicable Tax deductions/ reconciliation/ accounting related instructions/ guidelines shall be issued by concerned cell of BSNL CO time to time, which shall be applicable to circle/BA.

17.5 Secondary / subsequent incentives such as incentive on FRC, any scheme based incentive etc. to service provider shall be given online in the form of c-top-up value through any platform like Sanchar-soft/ CTop Up Vendor /ERP after withholding of applicable taxes i.e. TDS /GST TDS etc, wherever applicable.

- 17.6** For the subsequent incentives provided by BSNL (refer point 17.5 above), service provider will raise an invoice (along with applicable GST) to BSNL. Since incentive is paid to service provider in the form of c-top-up, BSNL will also raise an invoice (along with applicable GST) on service provider for allocation of such c-top-up value.
- 17.7** It will be the responsibility of the service provider to have GST registration under GST Act as it is mandatory on the part of any distributor to have GST registration irrespective of turnover.
- 17.8** BSNL shall, withhold tax at source under Chapter XVIIIB of the IT Act, 1961 on the secondary/ subsequent incentive provided to Online SIM selling distributor.
- 17.9** GST paid by service provider to BSNL and by BSNL to service provider (as the case maybe w.r.t. secondary/ subsequent incentives provided by BSNL) shall be available to service provider and BSNL, respectively, as input tax credit which can be set off against the GST charged by service provider.
- 17.10** The invoices raised by service provider and BSNL should comply with all the conditions as prescribed under the tax invoice rules under Central Goods and Service Tax Rules, 2017.
- 17.11** The rate of discount/ margin/ incentive needs to be reviewed with every change in the rate of GST in order to keep it at par with or lower than the current rate applicable on face value.
- (i) In case of secondary/ subsequent incentives provided to the service provider, it shall be the responsibility of the service provider 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 service provider. Further all invoices should be sent to BSNL promptly and in no case beyond 30 days of Invoice date. "BSNL being a Public Sector Undertaking is compulsorily required to deduct TDS GST from the payments made to vendors/ suppliers if the contract value is more than Rs.2.5 Lakh rupees. Deduction of TDS GST will be @ 2% (1%CGST+1%SGST/2%IGST as the case may be) from commission/incentive amount under section 51 of CGST Act."
- Further service provider is required to comply following requirements w.r.t. issuance of invoice:
- (ii) All the details of service provider ie. name, address, GSTIN/ unregistered vendor, place of supply, SAC/ HSN code etc. and other mandatory details shall be mentioned on the invoice;
- (iii) Invoice/DN/CN need to be issued timely within the time prescribed under GST law;
- (iv) In case of any deficient supply, BSNL shall convey the same in a reasonable time to enable the service provider to issue credit note and

take tax adjustment;

- (v) It would be the responsibility of service provider 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 service provider the same would be recovered by BSNL from service provider;
- (vi) Registered location of the both the parties i.e. BSNL and service provider should be mentioned in the agreement with GSTIN No. Further, service provider 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;
- (vii) It shall be the responsibility of the service provider to raise invoice within the prescribed timelines.

17.12 In case of any deficient supply or incomplete supply, it shall be the responsibility of service provider to issue GST compliance credit note (both at the time of sale of BSNL products or at the time of subsequent incentives provided to the service provider) within the reasonable time and take tax adjustment. In case service provider fails to issue proper credit note within the time stipulated under the GST law the taxes charged and not adjusted would be borne by service provider.

17.13 service provider 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. service provider 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.

17.14 GST on liquidated damages (if applicable) on account of delay in supply by service provider to be borne by service provider. GST shall not be applicable on liquidated damages recovered in following cases: (i) for preventing breach of contract, (ii) for non-performance, (iii) the payment has not made for an independent activity of tolerating an act under an independent agreement entered into for tolerating an act and (iv) There is no underlying obligation for the aggrieved party in relation to the damages recovered.

17.15 The place of supply under GST Act shall be the place of supply as determined under purchase order. It shall be the responsibility of service provider to intimate BSNL well in advance in case of deviation / disagreement with the place of supply as determined in PO.

17.16 Service provider agrees to share the monthly information with BSNL along with the information of input credit to be claimed by BSNL in such month. It shall be the responsibility of service provider 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.

17.17 Methodology and applicable tax deduction/reconciliation on discount/payment of commission like discount at the time of sale of BSNL Products/services, discount on FRC, any scheme based incentive etc. to service provider may be changed time to time & necessary instructions shall be issued by concerned cell of BSNL CO. BSNL being a Public Sector Undertaking is compulsorily required to deduct TDS GST from the payments made to vendors/ suppliers if the contract value is more than Rs.2.5 Lakh rupees. Deduction of GST-TDS at 2% (1%CGST+1%SGST/2%IGST as the case may be) will be required under section 51 of CGST Act from commission/incentive amount paid to service provider.

17.18 TDS under section 194R of I.T. Act is to be deducted at source @10%, if providing any benefit or perquisite, exceeding Rs. 20,000/- in value, in a year, to the distributor, arising from the business or profession, if applicable.

18. Incentive/penalty:

18.1 Standard Delivery period is 48 hours i.e the service provider has to deliver the SIM at the doorstep of the customer within 48 Hours.

18.2 Incentives:-

i. Target based:

Sr. no	% of target achievement	Incentive amount
1	Equal or more than 100% to 150%	Rs 2/- per SIM
2	More than 150% to 200%	Rs 3/- per SIM
3	More than 200%	Rs 4/- per SIM

Note: This incentive shall be given on the number of SIM sold in each of the slab. The Amount of incentive as stated above may be modified by BSNL at any time based on market dynamics.

ii. Delivery time based:

Sr. no.	Delivery time	Extra Incentive
1	<24 Hours	10% of the extra commission (Rs. 50) for delivery
2	24 Hours to 48 Hours	Nil

18.3 Penalty:

- i. **Target based:** If the service provider fails to achieve the 50 % bench mark of the target (on monthly basis) as per clause 17, a base monetary penalty @2% of PBG on monthly basis shall be applicable.

ii. **Delivery time based:**

Sr. no.	Delivery time	Penalty
1	48 Hours to 120 Hours	Penalty @ 10% of the extra commission (as per clause 17) payable for delivery
2	>120 Hours	Penalty @ 100% of extra commission (as per clause 17) ie. No extra commission shall be paid for the delivery of SIM.

19. In case of death of owner/ partner in partnership/LLP firms service provider:

19-A: In case of death of owner (sole proprietor) of service provider:

A sole proprietor does not have a perpetual succession and the sole proprietorship and related agreement between BSNL & him/her comes to an end on the death of the sole proprietor. Therefore, new agreement may be signed with the legal heir after fulfillment of eligible conditions and submission of other necessary documents as specified herein. Apart from the eligibility conditions, other documents inter alia No Objection Certificate from the other legal heirs, Succession Certificate, Indemnity bond from the legal heir with whom the agreement is to be entered into, GST Certificate, and other mandatory licenses and documents as per the current policy are required to be submitted by the said legal heir and the same shall be ascertained/verified by Zone/BSNL Corporate Office New Delhi before signing of the new agreement for the remaining period of previous agreement. The new agreement shall be effective from the date of signing of the agreement subject to the submission of the documents required under the policy has been submitted by the legal heir and became eligible for the distributorship.

19-B: In case of death of partner in partnership/LLP firms:

On the demise of even one of the partners (more than two), the agreement with the partnership comes to an end because on death, the partnership shall get dissolved and the business shall come to an end, unless the contrary appears from the partnership agreement. However, in case of partnership consisting of

two partners only, irrespective of anything agreed between the two partners only, after the death, the partnership shall be compulsorily dissolved. Therefore, in such a case, if the business is being carried on with the sole person (the erstwhile partner alive) or any newly constituted partnership in which the surviving partner is a partner, the newly constituted business would also require to have the necessary licenses and GST registration and other documents as envisaged in Tender/EoI/Policy.

Note: During the agreement of BSNL with proprietor to be engaged as PoS (i.e. Franchisee or any other distributor, agents, retailers etc) provisions as stated above will be incorporated in agreement document stating that in case of demise of proprietor, the legal rights should be transferred to its legal heir after receiving necessary legal documents. All other necessary documents such as No Objection Certificate from the other legal heirs, Succession Certificate, Indemnity bond from the legal heir with whom the agreement is to be entered into, GST Certificate, and other mandatory licenses and documents as per the current policy should be ascertained by Zone/BSNL Corporate Office New Delhi before signing of the new agreement. Further, it should also be ensured that requisite educational qualification of the legal heir is not less than the requisite qualification as mentioned in EOI, if any. It is to further state that legal rights shall be transferred to the legal heir only in case of demise of the proprietor with whom agreement was signed with BSNL. After verification of all the relevant documents, the agreement between BSNL and such legal heir should be signed afresh and tenure of the new agreement will be for the remaining period only. Further, all the retailers engaged with that distributor will be transferred automatically to him after bipartite/tripartite agreement as per DoT guidelines issued from time to time while regulating the provisioning of telecommunication services.

20. CROSS SELLING & Recharge :

- (i) Cross Selling:** If service provider is found involved in cross selling i.e., selling SIM sale/FRC in area beyond the authorized area of operation, BSNL may decide to Black-list such service providers.
- (ii) Service providers can sell SIM/Combo pack (SIM+FRC) only.** They will not be allowed to sell recharge at any point of time. If it is occurred, BSNL may decide to Black-list such service provider.

21. ROLE OF NODAL CENTRE: Technical integration and roll out of services in coordination with service provider will be carried out by ITPC Hyderabad, CTop Up Vendor, Nodal centres etc.

22. EXIT CLAUSE: Either party may, by giving 60 days' notice in advance to the other party, exit from the agreement and the agreement shall stand terminated on expiry of 60th day from receipt of such notice. In such cases, the PBG shall be returned after deducting any amount whatsoever due to BSNL against the agreement.

23. TERMINATION: Agreement with Service Providers may be terminated

under following conditions:

23.1 BSNL shall reserve the right to terminate the agreement if Service provider is found not working for two consecutive months at any time by giving 30 days notice in writing for performance in obligation under the agreement, failing which the agreement shall stand terminated upon expiry of the 30th day of said notice. Without prejudice to any other rights, the PBG shall be forfeited.

23.2 BSNL shall reserve the right to terminate agreement in case it comes to conclusion that the service provider has violated any of the clauses of the agreement which would result in loss to BSNL or damage to services being provided by BSNL. The decision of the BSNL will be final in this regard. Without prejudice to any other rights, the PBG shall be forfeited.

23.3 If either party suffers distress or execution or commits an act of bankruptcy or insolvency or put into liquidation (otherwise than solely for amalgamation or restriction) or if a receiver is appointed over any part of the party's business then the other party shall have a right to terminate agreement by written notice of 60 days. The PBG shall be forfeited without prejudice to any other rights

23.4 BSNL shall also reserve the right to suspend the operations of Service Providers, at any time, due to change in its own license conditions or upon directions from the competent government authorities. In such a situation, BSNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the agreement will not be a cause or ground for extension of the period of the agreement and suspension period will be taken as period spent. During this period, no charges for use of the facility of the Service Providers shall be payable by BSNL.

23.5 In case the Service Providers parts with its business including its assets in favour of any 3rd party directly or indirectly, BSNL shall have the right to terminate the agreement. The exercising of the right of cancellation / termination shall not have the effect of waiving any damages to which the cancelling / terminating party might otherwise be entitled to.

23.6 Unless otherwise agreed in writing by BSNL, any sums payable and which are unpaid on the date of termination shall become due and payable by the Service Providers. Otherwise the Service Provider shall be liable to pay interest @ 18% p.a. (along with applicable GST,) till the said amount is paid to BSNL.

23.7 Provisions of the agreement shall, to the extent stated or necessarily implied, survive the termination thereof.

23.8 Cancellation or termination or expiry of agreement shall not relieve or release either party from making payments which may be owing to the other party under the terms of the Agreement. . However the service provider shall not be entitled to refund from BSNL for the unutilized/unsold stocks value in any circumstances what so ever.

23.9 On termination Service Providers shall at its own expense return to BSNL promptly all information, documentation and materials relating to BSNL services and / or software or any other documents entrusted to the Service Providers by BSNL.

23.10 On the termination of the agreement for any cause whatsoever, all rights and privileges granted to the Service Providers shall immediately stand terminated.

23.11 Service Providers shall immediately cease and desist from using the trade name BSNL and any other sign, slogan, symbol or other distinguishing characteristic owned by or associated with BSNL's services.

23.12 BSNL shall be entitled to injunctive and equitable relief for any violation of the terms and conditions. Service Providers shall pay all costs and expenses including reasonable advocate fee borne by the BSNL for enforcing any provision of the agreement. The provisions of this clause shall survive the termination of the agreement.

23.13 In the event of termination of agreement consequent upon breach of any of the terms of the agreement or surrender of Service Providers at its own will:

- (i)** Damages to the extent of loss determined by BSNL shall be recovered from the service provider in addition to the encashment of Performance Bank Guarantee without prejudice to any other remedies and rights
- (ii)** Service Provider may be debarred for future dealings with BSNL for provision of Services.

24. INDEMNIFICATION:

24.1 The Service Provider shall have to agree to sign Non-disclosure agreement & also indemnify BSNL, against all type of embezzlement, misappropriation or misapplication of money. BSNL will decide responsibility matrix between Service Provider and C- Topup system provider.

24.2 Service Provider shall treat all verbal and written communication as confidential, lists and circulars which in the opinion of the BSNL are regarded as confidential information and/or trade secrets. The service provider shall adopt and implement security procedures acceptable to the 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 the BSNL and shall be returned to the BSNL upon termination of agreement in the manner prescribed by the BSNL. The Service Provider shall undertake and agree not to retain and make any copies of the entrusted

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confidential information. However it shall not relieve the service provider from any liability or obligation under the agreement.

24.3 Service Provider shall agree to protect, defend, indemnify and hold harmless BSNL and its employees, officers, Directors, Agents or representatives from and against any/and all liabilities, damages, penalties and cost including legal costs and disbursement arising from or relating to all losses or any claims for damages or any other claims of whatsoever nature which are brought against BSNL by any third party owing to deeds or misdeeds attributable to the Service Provider.

a) Any breach/ any statute or regulation, directive or order or standard from any government body, agency, Telecom Regulator

OR

b) Any breach of terms & conditions of the agreement by Service Provider

OR

c) Any claim of infringement or any copyright or intellectual proprietorship or any other right or any third party by Service Provider

OR

d) Any claim made by any third party arising out of the use of the BSNL Products and arising in connection with the content of BSNL Products or interruption or degradation of services to BSNL's customers caused by Service Provider, BSNL shall be vested with the sole discretion to determine such damages/ claims and have the right to adjust the same from any dues payable to the Service Provider.

24.4 BSNL shall not be liable to the Service Provider or any other party consequent upon termination of the agreement for any reason whatsoever for any claim for loss or profits or for any anticipated booking for BSNL or on account of any expenditure, investments, leases or any other commitments made by the Service Provider in connection with the agreement made in reliance upon or by virtue of the Service Providers appointment under the agreement.

24.5 BSNL's acceptance of any transaction from the Service Provider after the termination / expiry of the agreement shall not be construed as a renewal or extension of the agreement nor as a waiver of termination.

24.6 The liability to insure the stocks in the outlet (s) or in the possession of the Service Provider and the liability for any loss or damage due to any fire, burglary, theft, etc. will be that of the Service Provider only.

25. DISPUTE RESOLUTION/ ARBITRATION:

Except as otherwise provided elsewhere in the contract, in the event of any **disputes**, controversy ,or differences arising out of or relating to this agreement, or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (sixty) days from the date of making of such request.

Where parties are unable to settle the disputes through conciliation, the same

shall be referred to CMD, BSNL, New Delhi for referral of such disputes to a sole arbitrator (Chosen from the name(s) provided by BSNL), to be mutually decided by the parties, as per the provisions of the Arbitration and conciliation Act, 1996, any amendment thereof, and any notification issued or rules made thereunder from time to time.

The venue of the arbitration proceedings shall be New Delhi.

26. SERVICE PROVIDER AS INDEPENDENT ENTITY:

26.1 The Service Provider, its employees, agents and representatives shall act as an independent “entity“ on an exclusive basis and nothing contained herein shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent between the parties hereto or between BSNL and Service Provider, its representatives and employees or to provide the Service Provider with any right, power or authority, whether express or implied to create any such duty or obligation.

26.2 The Service Providers personnel, employees, agents or representatives have no authority and/or right to bind BSNL in any manner. It is clarified that the personnel employed by the Service Providers shall be the sole employees of the Service Providers and BSNL shall have no financial or statutory responsibility towards them.

26.3 The Service Provider represents and warrants that no officer, director, employee of BSNL or immediate family member thereof (“collectively, BSNL, personnel”) has received or will receive anything of value of any kind from the Service Provider or its officers, directors, employees or agents in connection with agreement and that no BSNL personnel have a business relationship of any kind with the Service Providers or its officers.

27. MISCELLANEOUS:

27.1 The Service Providers may publish advertisement in newspapers at his own cost with the prior approval from the BSNL for text matter and design.

27.2 The terms and conditions may be amended as and when any changes, addition or deletion is required with the consent of both the parties except what is stated herein above.

27.3 The Service Providers shall make all endeavors to ensure that no fraud of any kind, criminal or otherwise is committed by any agent or staff and shall be responsible for the costs and consequences thereof including litigation losses damages or loss etc. suffered/ to be suffered by BSNL.

27.4 The Service Provider shall carry out its obligation at its own cost and expenses including but not limited to usage of his own space and personnel and no reimbursement whatsoever shall be made by BSNL on any account whatsoever.

27.5 The Service Provider shall be fully responsible for the employment or payment of wages to its employees and shall fully comply with all laws, rules, regulations, notifications, directions orders etc. of the Govt. whether Central, State, Local or Municipal relating to such employment, payment of wages etc. and all others matter connected therewith and hereby indemnifies and agrees to continue indemnifying BSNL in this regard.

27.6 The Service Provider shall perform their duty in strict compliance with all applicable laws in India along with rules and regulation of duly constituted govt. authorities in India and shall obtain all licenses, restrictions or other approval, if any required by laws in India.

27.7 Service Provider shall undertake, affirm and agree that Service Provider is fully authorized to enter into an agreement and subject to obtaining the necessary approval under applicable law, if any, required to perform the obligation according to the stipulated terms.

28. GENERAL PROVISIONS:

28.1 No authority to Commit: The Service Provider, its agents and employees will not be the legal representatives, employees or agents of the BSNL for any purpose and have no right or authority to incur any expenses on behalf of the BSNL or to create, in writing or otherwise, obligations of any kind, express or implied, in the name of or on behalf of BSNL excluding the rights and duties under agreement. The Service Provider shall make no representations inconsistent with the foregoing, but so long as agreement remains in force, the Service Provider shall be entitled to describe itself as the "Authorized Service Provider" of BSNL in the territory.

28.2 Assignment: Service Provider shall not assign its rights and remedies nor transfer its obligations under agreement without prior written consent of BSNL may so assign to any of its affiliated or subsidiary companies without such consent. In any event, any assignment or transfer shall not operate to relieve the assigning party of any of its obligations hereunder, nor will any such assignment impose any obligation on the assignee except in the case of an express written assumption by the assignee.

28.3 Notices: Any notice or communication pursuant to agreement shall be deemed to be duly given or made when they shall have been delivered by hand, first class registered mail or, to the party at the address set forth at the beginning of agreement, or to such other address as shall have been given in writing to the other party.

28.4 Failure to enforce: The failure of either party to enforce at any time the provisions hereof shall not be construed to be a waiver of such provisions nor a waiver of the right of such party thereafter to enforce each and every such provision.

29. Remedies for enforcement:

i. Nothing shall be construed to restrict the right of the BSNL to institute appropriate proceedings at law and equity to obtain injunction or other relief on account of any default hereunder whether or not the BSNL has exercised its right

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to terminate the agreement.

ii. The remedies granted to BSNL will be cumulative and are not intended to be exclusive if any, other remedies to which it may be lawfully entitled in case of any breach or threatened breach of the terms and provisions. Failure of BSNL to insist on strict performance of any of terms and provisions of the agreement or to exercise any right or remedy shall not be construed as a waiver of any such rights.

30. **FORCE MAJEURE:** Without in any way limiting the general limitations of liability contained in the , neither party shall be responsible for failure or delay in performance of service hereunder due to any occurrence commonly known as force majeure including without limitation acts of God, any government body (de jure or de facto) or public enemy, acts of war, riots, earthquake, embargoes, strikes or other concerted acts of workmen (whether of the parties or others) casualties, or accidents, and shortage of power, labour or materials, or any other causes, circumstances, or contingencies, whether of a similar or dissimilar nature to the foregoing, beyond the parties' control and which cannot be reasonably forecast or prevented thereby hindering the performance by the parties of any of its obligations. The parties shall give each other notice in the event of any one or more of the foregoing occurrences. Upon such notice the parties may cancel or delay performance for so long as such performance is prevented or delayed by such occurrence and in such an event neither party shall have any liability to the other.

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Covering Letter for Submission

To

GM (Sales & Marketing)CM,
Bharat Sanchar Nigam Limited,
Room No.125, 1st Floor,
Bharat Sanchar Bhawan, Janpath, New Delhi -
110001.

Subject: Proposal for empanelment as Service Provider of BSNL

Dear Sir,

With reference to opportunity for appointment as a Service Provider for provision of Services to BSNL on the website, I/we hereby submit my/our proposal duly completed along with details called for. All required documents are enclosed herewith and are numbered as per index at Annexure-I.

Thanking you,

Yours sincerely,

Signature

(Name of the authorized signatory) For & on behalf
of Seal of the Firm/Company

Annexure-AParticulars about territory of operation as Service provider in connection with BSNL's Online SIM delivery business

1. Name of the applicant/firm
2. Registered Address/Office Address:
3. Contact :
Telephone (s)

Mobile no.(s)

Email (s):
4. Status of the applicant/organization(Tick the relevant one)
 - i. Proprietorship
 - ii. Partnership
 - iii. Private Limited
 - iv. Public Limited
5. Indicate Circle/zone(s) of operation:

I. Cat-1(Write the name of the Circle applying for);

II. Cat-2(Write yes against any single zone in the table);

III. Cat-3(Write yes against PAN India—all four zones)

Name of the zone applied for		Yes/No
i	Pan India (all four zones)	
ii	East zone	
iii	West zone	
iv	North zone	
v	South zone	

Annexure-B

UNDERTAKING

We, M/s _____, a company registered under Companies Act 1956, having registered office at _____ do hereby undertake and declare that we do not have substantial equity stake (10% or more) in & of any

- Basic Services
- Cellular Services
- Internet Services
- Unified Access Services
- National Long Distance Services

operating company(ies) in India.

Signed on behalf of M/s _____ by Shri _____
(Name & Designation) authorized signatory (with company stamp).

UNDERTAKING

We, M/s _____, a company registered under Companies Act 1956, having registered office at _____ do hereby undertake and declare that we are not a licensed service provider to provide Basic services/Cellular services/Internet services/Unified Access services/NLD services anywhere in India.

Signed on behalf of M/s _____ by Shri _____
(Name & Designation) authorized signatory (with company stamp).

FORMAT OF THE NON-DISCLOSURE UNDERTAKING

(To be submitted duly notarized on non-judicial stamp paper of Rs.50/-only)

M/s _____, a company registered under Companies Act 1956, having its registered office at _____ acting through Shri _____, the authorized signatory (which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) hereby declare and undertake that we will not divulge any part of this agreement either through oral or written communication or through any mode to anyone.

We further undertake and declare that we shall be responsible for safe custody of the papers/documents including the Agreement proposed to be entered into between M/s BHARAT SANCHAR NIGAM LIMITED and ourselves. We shall ensure all necessary steps to safeguard the privacy and confidentiality of the Agreement and shall use our best endeavours to secure that no person acting on our behalf or ourselves divulge or disclose or use any part of the Agreement without the written consent of M/s BHARAT SANCHAR NIGAM LIMITED.

We further declare and undertake that if we declare not to sign the above Agreement with M/s BHARAT SANCHAR NIGAM LIMITED, we shall return back the copy of the Agreement (in original) back to GM (S&M-CM) acting on behalf of M/s BHARAT SANCHAR NIGAM LIMITED within one month without preserving any copy of the same, in any form, whatsoever.

We further declare and undertake to indemnify M/s BHARAT SANCHAR NIGAM LIMITED for any loss or damage(s) caused to it by virtue of any default from our side in compliance to the aforesaid conditions.

Signed on behalf of M/s _____ by Shri

(Name and Designation) authorized signatory.

Compensation Structure of Consumer Mobility Product and Services

Post-Paid Products/ Service: Compensation Structure of Consumer Mobility Product and Services for Service Provider					
Sr. No.	Name of Product	Particulars	Initial discount/ margin to service provider	Secondary/ incentive provider	Subsequent to service
1	Post-Paid Voice & Data Plan	SIM & Activation (Note)	NIL	At present CAF commission for e-KYC , DKYC activation is Rs. 25/- & Rs. 5/- per SIM respectively and is applicable after submission of CAF and activation of SIM. (Note)	
		Any Monthly Plan	Rs.80/- on deposit of security amount at the time of activation	Balance incentive, if any, will be paid @14% of Fixed monthly Charges (FMC) at the end each month for six months subject to maximum of 90% of lowest FMC or Rs 500/- (Including initial payment of Rs. 80/-) whichever is less and payment of monthly bills by the customer.	
Pre-Paid Products/ Service : Compensation Structure of Consumer Mobility Product and Services for Service Provider (in Rs.)					
Sr. No.	Name of Product	Particulars	Discount, margin and incentive to Franchisee		
1	Pre- Paid Voice & Data	SIM Sale Commission	As per Annexure D1.		

RCVs & TOP-Ups Products

Name of Product / Service	Discount to Franchisee
All Top-up Vouchers / Top-up / STV (Special Tariff Vouchers)/ RCV (Recharge Vouchers) / C-TOPUP	Discount @ 4.66% on MRP (See Note).

Note:-
1. At present CAF commission for e-KYC, DKYC CAF activation is Rs. 25/- , Rs. 5/- per SIM respectively and subject to revision from time to time.
2. Rate of discount on all Top-up Vouchers / Top-up / STV (Special Tariff Vouchers)/ RCV (Recharge Vouchers) / C-TOPUP shall be calculated on MRP and subject to revision from time to time.
3. Extra Commission of Rs 50/- per SIM for delivery of SIM/Combo pack (SIM+FRC) at doorstep of the customer will be offered to service provider for both pre-paid & post paid services. It is subject to revision from time to time.
4. BSNL will charge GST on the price at the transaction value i.e. the price at which BSNL sells c-topup/ voucher to the franchisee as against the discount calculated on the MRP. Quantum of discount shall be communicated time to time and subject to revision as per market dynamics. The amount of discount (when applied on the gross amount tendered by the franchisee) will be reviewed & recount from time to time based on the applicable rate of GST. This may be included in commercial agreement .

(1 Tier Structure: for FRC)

Plan Voucher//FRC	Validity (in days)	INSTANT COMMISSION	DERERRED COMMISSION (for those nos. Active on 91st Day)	TOTAL pay-out or commission per New SIM
PV_107	35	₹ 48.75	₹ 15.75	₹ 64.50
FRC_108	28	₹ 48.75	₹ 16.50	₹ 65.25
PV_153	26	₹ 69.00	₹ 23.25	₹ 92.25
PV_197	70	₹ 102.00	₹ 16.50	₹ 118.50
PV_199	30	₹ 102.00	₹ 16.50	₹ 118.50
PV_229	1 month	₹ 102.00	₹ 16.50	₹ 118.50
FRC_249	45	₹ 112.50	₹ 37.50	₹ 150.00
PV_397	150	₹ 103.50	₹ 0.00	₹ 103.50
PV_666	105	₹ 300.00	₹ 0.00	₹ 300.00
PV_797	300	₹ 118.50	₹ 0.00	₹ 118.50
PV_897	180	₹ 307.50	₹ 0.00	₹ 307.50
PV_997	160	₹ 307.50	₹ 0.00	₹ 307.50
PV_1198	365	₹ 126.00	₹ 0.00	₹ 126.00
PV_1499	336	₹ 277.50	₹ 0.00	₹ 277.50
PV_1999	365	₹ 296.25	₹ 0.00	₹ 296.25
PV_2399	395	₹ 309.75	₹ 0.00	₹ 309.75
PV_2999	365	₹ 331.50	₹ 0.00	₹ 331.50

Note: The above commission/incentive Without Considering GST, TDS, etc.