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**भारत संचार निगम लिमिटेड**

(भारत सरकार का उपक्रम)

**BHARAT SANCHAR NIGAM LIMITED**

(A Govt. of India Enterprise)

No.: BSNL CO-SMCM/23(11)/2/2020-SM-CM

Dated: 01.05.2020

To,

The Chief General Manager  
All Telecom Circles/Districts  
BSNL

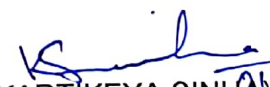
Subject: Clarification regarding Easy Exit clause 3(I) of CM-S&D Policy-2018.

This is in reference to clause 3(I) of CM-S&D Policy-2018. As per this clause 'There shall be quarterly performance evaluation at SSA level. Non-performing franchisees of SSA shall be treated as mentioned below:-

- i. SSA head may recommend the name of the franchisee with lowest sales in the SSA (based on quarterly evaluation done in respect of Type-A parameters) to circle head for termination of contract with such franchisee.
- ii. The SSA head may issue order for terminating the sale to such non-performing franchisee, and look-after may be given to the adjacent franchisee of the SSA ensuring 50% of total franchisee terr. of SSA should remain filled at all time. Simultaneously EDI should be floated to fill-up vacant territory.
- iii. jii. Base monetary Penalty up-to 2.5% of PBG ( refer section-5 para-P) based on weight-age defined for Type-A parameters of targets for evaluating performance may be levied upon to those franchisees who could not be removed due to restriction in para-ii above.
- iv. In exceptional cases more than one franchisee may also be removed in one quarter.

Some circles have requested to review this clause in view of removal of lowest performing franchisee of a SSA based on performance despite performing better than many franchisees of other SSAs of the same circle. In view of above, the **clause 3(I)** of CM-S&D Policy-2018 has been reviewed in this office and approval of competent authority is hereby conveyed as given below:-

If any SSA recommends termination for a lowest performing franchisee of that SSA, CGMs of the concerned circle are empowered to take final decision on the recommendation of termination of franchisee of the SSA on **evaluation of his performance at SSA level or circle level** and may continue the franchisee agreement. However the Base monetary penalty up-to 2.5% of PBG (as described in Para (I)-iii and para (P) section-5 of CM-S&D Policy-2018) shall be levied upon franchisee those have been extended by CGMs.

  
(KARTIKEYA SINHA) 01/05/2020  
GM (Sales-CM)