



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

**EXPRESSION OF INTEREST (EOI) FOR
ESTABLISHMENT OF PROFESSIONALLY
MANAGED WIRELESS SERVICE CALL CENTERS**

Issued by CGM Telecom.
Bharat Sanchar Nigam Limited
Odisha Telecom Circle
Bhubaneswar

Visit us at: www.orissa.bsnl.co.in & www.tenderwizard.com/BSNL



INDEX

1	NOTICE INVITING EXPRESSION OF INTEREST (EOI).....	3-6
2	NEWS PAPER NOTICE.....	7
3	INSTRUCTIONS TO BIDDERS FOR ONLINE BIDDING.....	8-12
4	INTRODUCTION.....	13-14
5	SCOPE OF WORK.....	14
6	ELIGIBILITY CRITERION.....	14-15
7	CLARIFICATION OF BID DOCUMENT.....	15
8	PROPOSAL FORM.....	15
9	COMMERCIAL PROPOSAL.....	16
10	DOCUMENTS ESTABLISHING FIRM'S ELIGIBILITY AND QUALIFICATION.....	16
11	SUBMISSION OF PROPOSALS-online.....	16-17
12	OPENING OF PROPOSALS.....	17
13	EVALUATION.....	17-18
14	ISSUE OF ADVANCE ORDER.....	18
15	PERFORMANCE BANK GUARANTEES.....	18
16	TIME PERIOD TO ESTABLISH THE CALL CENTER.....	18-19
17	CERTIFICATE ABOUT RELATIVES IN BSNL.....	16-17
18	TRAINING.....	19-20
19	PENALTY.....	20
20	SERVICE LEVEL AGREEMENT AND KEY PERFORMANCE INDICATORS.....	21-32
21	PRICING TERMS.....	33-35
22	FORCE MAJEURE.....	35
23	TERMINATION.....	36
24	ARBITRATION.....	36-37
25	INDEMNIFICATION.....	37
26	SET OFF.....	38
27	GOVERNANCE MODEL.....	38-39
28	QUALITY AUDITS.....	39
29	SECURITY.....	39
30	ANNEXURE-I TECHNICAL SPECIFICATION	
	1. GENERAL.....	40
	2. SEGMENTATION.....	40-41
	3. INFRASTRUCTURE & EQUIPMENT.....	42-43
	4. IVRS.....	43-44
	5. INTEGRATION.....	44
	6. MONITORING.....	44-45
	7. CUSTOMER RELATIONSHIP MANAGEMENT (CRM).....	45-46
	8. AGENT OR CUSTOMER SERVICE ASSOCIATES.....	46-47
	9. REPORTS.....	47
	10. COMPLAINT HANDLING.....	48
	11. ROLE OF BSNL.....	48
	12. IMPORTANT REQUIREMENT.....	48-50
	13. MANAGEMENT OF CALL CENTER FOR QUALITY OF SERVICE (QoS).....	50
	14. TRAI BENCHMARKS.....	50
	15. OUTBOUND CALLING FACILITIES.....	51
31	ANNEXURE-II (PRICE SCHEDULE).....	52-53
32	ANNEXURE-III (PERFORMANCE SECURITY GURANTEE BOND).....	54-55
33	ANNEXURE-IV (RERFORMA FOR DECLARATION BY FIRM).....	56
34	ANNEXURE-V (DETAILS ABOUT THE FIRM).....	57-58
35	ANNEXURE-VI (MUTUAL NON-DISCLOSURE AGREEMENT).....	59-62
36	ANNEXURE-VII (GLOSSARY).....	63
37	ANNEXURE-VIII.....	64
38	ANNEXURE-IX (BID SECURITY FORM).....	65-66
39	ANNEXURE-X WIRELESS CALL CENTER PERFORMANCE REPORT).....	67
40	ANNEXURE-XI INTEGRITY PACT.....	68-71
41	ANNEXURE-XII.....	72



**Notice Inviting Expression of Interest (EOI)
(THROUGH E-TENDERING MODE)**

For

**ESTABLISHMENT OF PROFESSIONALLY MANAGED WIRELESS
SERVICE CALL CENTERS**

Online Digitally sealed proposals are invited by **CGMT, Odisha Telecom Circle, Bharat Sanchar Nigam Limited, Bhubaneswar** from interested eligible firms/ companies for establishment of professionally managed **four independent Call Centers in East Zone**. The location of these call centers has to be at **Kolkata** for call center catering to **West Bengal, Kolkata Telephones, Andaman & Nicobar** Circles; at **Bhubaneswar** for the call center catering to **Odisha** Circle; at **Patna** for the call centre catering to **Bihar & Jharkhand** Circles and at **Guwahati** for the call centre catering to **Assam, NE-I & NE-II** Circle. The call centers would be required to handle incoming calls (for provisioning of queries/services and handling of complaints; for televerification of new CAF; for Centralized VAS de-activation service etc.) as well as outbound calls relating to customers of Wireless networks. There will be a Single Call Center Firm (herein after called as CCF) managing these four Call Centers in the zone.

- 1. Purchase of EOI Document:** The EOI document can be obtained by downloading it from the website through CMTS link of www.orissa.bsnl.co.in & free tender view link of www.tenderwizard.com/BSNL.

The bidders downloading the EOI document are required to submit the document fee worth **Rs. 4200/-** including taxes (**Rupees Four thousand and two hundred only**) through DD/ Banker's cheque along with their proposal failing which the proposal shall be left archived unopened/ rejected. The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of **AO (Cash), O/o GM(CMTS) BSNL, Bhubaneswar** and payable at Bhubaneswar.

Availability of EOI Document : The EOI document can be obtained by downloading it from the website through CMTS link of www.orissa.bsnl.co.in & free tender view link of www.tenderwizard.com/BSNL from 10:00 Hrs on 13/08/2013 onwards up to 12:00 Hrs (noon) on 11/09/2013. As tenders are invited through e-tendering process, physical copy of the EOI document would not be available for sale.

- 2. Eligibility Criteria: -**

The eligibility criterion will be as follows:

- 2.1** The Company/ Firm bidding for this EOI shall be a registered company in India under the Companies Act 1956 & shall have valid license for domestic Call Center operations.
- 2.2** The Firm shall have experience for satisfactory operation of Call Center (s) in India, for domestic clients, for the last one year on the date of bid submission.
- 2.3** The firm shall have a minimum of 3000 agent's login per day averaged over the last six months period supported by certificate(s) from the client (s) or 6000 employees globally for BPO operations as per annual report for year 2010-11 or 2011-12. Agent login should be for minimum 8 hours in a day.
- 2.4** The firm shall have at least 300 operational physical seats at a single location in India as on the date of bid submission. This should be supported by a certificate from the client (s).
- 2.5** The Firm shall have annual turnover of at least Rs. 50 Crore (Rupees Fifty Crore only) from Call Center operations during the financial year 2010-11 or 2011-12. This should be supported by the audited annual report along with a certificate from the auditors.



- 2.6 The firm shall have prior experience of managing in-bound calls meant for at least one Licensed Telecom Operator for more than 3 months during last two years as on the date of bid submission. The firm or its system integrator shall also have experience in integrating call center systems with telecom network elements like Billing, IN, SMSC, etc, with requisite network security. Experience certificate, not older than two years on the date of bid submission, from the said clients is required to be enclosed in the technical bid in this regard. In case of System Integrator, copy of MOU with System Integrator will have to be submitted with the technical bid.
- 2.7 The Firm should not be a Licensed Telecom Service Provider to provide Basic Services/ Cellular Telephony Services/ Internet Services/ UASL/ NLD Services anywhere in India
- 2.8 The company should not have substantial equity stake (10 % or more) or vice versa in and of any Basic services/ Cellular Services/ Internet Services/ Unified Access Services/ National Long Distance Services operating company(ies) in India or their promoters. Even at a later date, if there is a substantial change in the ownership structure of the company leading to the above mentioned types of companies/promoters getting more than 10 % stake, then BSNL reserves the right to terminate the contract.
- 2.9 The Firm should have valid registration for Service Tax & EPF.
- 2.10 The Bidders should not have been black-listed by central/ state governments/ PSUs.
- 2.11 Consortium approach will be limited only for the purpose of clause 2.6 above. Experience & turnover of 100% owned subsidiaries can be considered for the purpose of eligibility conditions. However, subsidiary is not allowed to claim experience & turnover of its holding/ parent company. Bidding company has to be necessarily registered in India as per clause 2.1 and 100% owned subsidiary may be registered anywhere in the world.
- 2.12 The firm should have valid labour registration certificate under contract labour act, 1970(R&A).
- 2.13 The firm should have valid labour license issued by Central/State Labour commissioner.

3. DOCUMENTS ESTABLISHING FIRM'S ELIGIBILITY AND QUALIFICATION:

The Company/ Firm is required to furnish the following documents in the technical proposal:

- 3.1 Certificate of Incorporation/ Registration.
- 3.2 Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case may be.
- 3.3 Details of the firm along with List of Directors on the Board of the Company with their address(es), contact telephone numbers, DIN etc. (**Annexure-V**)
- 3.4 Board's resolution in favour of authorized signatory.
- 3.5 Attestation of the signature of the authorized signatory by the company bankers.
- 3.6 Documents establishing satisfactory experience from Principal Client(s) as defined in eligibility criteria. List name, address & contact details of clients to whom the firm has/ had been rendering Call Center services.
- 3.7 Audited/ Certified financial statement & annual report in support of eligibility criteria. In case, employee strength for BPO operations exclusively is not mentioned in the Annual report, a certificate from the statutory auditors of the company defining break up of employee strength, given in the annual report, will be acceptable.
- 3.8 A certificate as per para 14 in the format as at **Annexure -IV**.
- 3.9 **Bid security, worth Rs. 71,30,000/- (Rupees Seventy one lakhs thirty thousands only) in the form of Bank Guarantee (Format at Annexure IX) or Demand draft drawn in favour of AO (Cash), O/o GM(CMTS) BSNL, Bhubaneswar and payable at Bhubaneswar.**



- 3.10 Copy of valid license for Domestic Call Center operations in India.
- 3.11 Valid Certificate for Service Tax Registration and EPF.
- 3.12 Copy of EOI & clarifications issued by BSNL to this EOI, if any, duly signed and stamped on each page by the authorized signatory as a mark of acceptance of all conditions contained herein.
- 3.13 Copy of MOU with system integrator, if applicable.
- 3.14 Copy of valid labour registration certificate under contract labour act, 1970(R&A).
- 3.15 Copy of valid labour license issued by Central/State Labour commissioner.
- 3.16 Integrity Pact as per Annexure-XI
- 3.17 Solution document as per clause no 7.14 of Annexure-I (Technical Specification)

All documents submitted will also be self attested by the bidder.

4. Bid Security/EMD:

- 4.1 The bidder shall furnish the bid EMD in one of the following ways :
 - (a) Demand Draft/ Banker's cheque drawn in favour of "**AO (Cash), O/o GM(CMTS) BSNL, Bhubaneswar**" and payable at Bhubaneswar".
 - (b) Bank Guarantee from a scheduled bank drawn in favour of Purchaser which should be valid for 180 days.
5. **Date & Time of Submission of proposals:** on or before **12.00 Hrs (noon) on 11/09/2013**. Envelope containing **offline document** should be submitted on or before **12.00 hrs (noon) on 11/09/2013**.

Note : In case the date of opening of proposals is declared to be a holiday, the date of opening will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

6. **Bidder's conference :** At **11.00 Hrs on dated 27/08/2013** at Conference Hall O/o GM(CMTS), Odisha Telecom Circle, BJB Nagar Telephone Exchange, BJB Nagar, Bhubaneswar – 751014.
7. **Opening of proposals:** At **13:00 Hours on 11/09/2013**
8. **Place of opening of proposals:**

The proposals shall be opened online through M/s. ITI portal (www.tenderwizard.com/BSNL). BSNL's Bid Opening Officers as well as authorized representatives of bidders can attend the on line opening from the comfort of their offices.
9. Authorized representatives of bidders (i.e. vendor organization) can attend the EOI Opening Event at the Conference Hall O/o GM(CMTS), Odisha Telecom Circle, BJB Nagar Telephone Exchange, BJB Nagar, Bhubaneswar – 751014", where BSNL's EOI Opening Officers would be conducting Online EOI Opening Event.
10. Proposals received after due time & date will not be accepted.
11. Incomplete, ambiguous, Conditional, unsealed proposals are liable to be rejected.
12. CGMT, Odisha Circle, BSNL, Bhubaneswar reserves the right to accept or reject any or all proposals without assigning any reason. He is not bound to accept the lowest bid.



13. The bidder shall furnish a declaration in his EOI proposal that no addition /deletion / corrections have been made in the downloaded EOI document being submitted and it is identical to the EOI document appearing on the website.
14. In case of any correction/ addition/ alteration/ omission in the EOI document, the EOI bid shall be treated as non responsive and shall be rejected summarily.
15. All documents submitted in the EOI proposal should be preferably in English. In case the certificate viz. Experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be a true copy in addition to the relevant certificate.
16. All computer generated documents should be duly signed/ attested by the bidder.

DE (CC)
O/o the GM(CMTS), Bhubaneswar
Mobile No-9437001600
FAX No.0674-2433499



NEWS PAPER Notice



BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

O/o GM(CMTS), BJB Nagar Telephone Exchange, Bhubaneswar-751014

**Notice Inviting Expression of Interest (Eoi)
(THROUGH E-TENDERING MODE) For ESTABLISHMENT OF PROFESSIONALLY MANAGED
WIRELESS SERVICES CALL CENTERS**

EOI No: GM/CMTS/EoI/WSCC/13-14

Dated 30.07.2013

Online Digitally sealed proposals are invited on behalf of **CGMT, Odisha Telecom Circle, Bharat Sanchar Nigam Limited, Bhubaneswar** from interested eligible firms/companies for establishment of professionally managed **four independent Call Centers at Bhubaneswar, Kolkata, Patna, Guwahati in East Zone**. There will be a Single Call Center Firm managing these four Call Centers in the zone.

For further detailed information, kindly visit our website :

www.orissa.bsnl.co.in/tender.php then follow the link CMTS or

www.tenderwizard.com/BSNL then follow the link Tender Free View

DE(CC)

Mob : +919437001600

FAX : 0674-2433499



Instructions to bidders for online bidding

General

Submission of Online Bids is mandatory for this EOI. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL Odisha Circle has decided to use the portal (<https://www.tenderwizard.com/BSNL>) of M/s ITI a Government of India Undertaking. Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

1. EoI Bidding Methodology:

Sealed Bid System – Two Stage – Using Three Envelopes”.

Financial bids & Technical bids shall be submitted by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

- i. Procure a Digital Signing Certificate (DSC)
- ii. Register on Electronic Tendering System (ETS)
- iii. Create Users and assign roles on ETS
- iv. View Notice Inviting Tender (NIT) on ETS
- v. Download Official Copy of Tender Documents from ETS
- vi. Clarification to Tender Documents on ETS – Query to BSNL (Optional)
– View response to queries posted by BSNL, through addenda.
- vii. Bid-Submission on ETS : Prepare & arrange all document/paper for submission of bid online and offline.
- viii. Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Technical-Part
- ix. Post-TOE Clarification on ETS (Optional)
– Respond to BSNL’s Post-TOE queries
- x. Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Financial-Part (Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Note 1: It is advised that all the documents to be submitted (See clause 2&3 of **Section - Notice Inviting Expression of Interest**) are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

Note 2: While uploading the documents, it should be ensured that the file name should be the name of the document itself.

3. Digital Certificates

For integrity of data and its authenticity/non-repudiation of electronic records and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of **Class-III**



issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration

The Tender document can be downloaded from the website : www.tenderwizard.com/BSNL and to be submitted in the e-format. Cost of the Tender Document (in the form of DD) and Bid Security (in the form of DD - in original) have to be submitted to DE(CC), O/o GM(CMTS), Telephone Exchange Building, BJB Nagar, Bhubaneswar-751014 before the scheduled date and time of submission of the tender otherwise the Bid will not be considered. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

Intending bidders are requested to register themselves with M/s. ITI through www.tenderwizard.com/BSNL for obtaining user-id, Digital Signature etc. by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

The GM(CMTS), BSNL has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

Note : After successful submission of Registration details and Vendor registration fee and processing fee (as applicable), please contact ITI Helpdesk (as given below) to get your registration accepted/activated.

Helpdesk	
Telephone/Mobile Nos.	Mr Sanjib Mohapatra 09937488749, 07377708585 [between 9:30 hrs to 18:00 hrs from 01.08.13 to 10.09.13]
E-mail ID	twhelpdesk404@gmail.com

BSNL Contact-1	
BSNL's Contact Person	DE(CC), O/o GM(CMTS), BJB Nagar Telephone Exchange, Bhubaneswar-751014
Telephone/ Mobile	09437001600 [between 10:30 hrs to 18:00 hrs from 01.08.13 to 10.09.13]
E-mail ID	goura123@bsnl.co.in



BSNL Contact-2	
BSNL's Contact Person	SDE(Engg),O/o GM(CMTS), BJB Nagar Telephone Exchange, Bhubaneswar-751014
Telephone/ Mobile	0674-2436332 [between 10:30 hrs to 18:00 hrs from 01.08.13 to 10.09.13]
E-mail ID	kcptiorissa@gmail.com

5. The following ‘ **FOUR KEY INSTRUCTIONS for BIDDERS**’ must be assiduously adhered to:
1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
 2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
 3. Get your organization's concerned executives trained on ETS using online training module well in advance of your tender submission deadline on ETS.
 4. Submit your bids well in advance of tender submission deadline on ETS (BSNL should not be responsible any problem arising out of internet connectivity issues).

6. **Minimum Requirements at Bidders end:**

- i. Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
- ii. 2 Mbps Broadband connectivity with UPS.
- iii. Microsoft Internet Explorer 6.0 or above
- iv. Digital Certificate(s) for users.

7. **Method for submission of bid documents**

In this EOI the bidder has to participate in e-bidding online. Some documents are to be submitted physically offline mentioned below:

7.1 **Offline submission**

The bidder shall submit the following documents offline to DE(CC), O/o GM(CMTS), BJB Nagar Telephone Exchange Building, BJB Nagar, Bhubaneswar-751014 on or before the date & time of submission of bids specified in NIT in a Sealed Envelope. The **Envelope-A** shall bear (EOI name), the EOI number and the words ‘DO NOT OPEN BEFORE’ (due date & time).

- i) Crossed DD towards EMD – Bid security (original copy)
- ii) Crossed DD / Banker's cheque towards Tender fee (original copy)
- iii) Copy of valid license for Domestic Call Center operations in India
- iv) Board's resolution in favour of authorized signatory.
- v) Integrity Pact as per annexure - XI .
- vi) Power of attorney in Original (If applicable)

Note: The Bidder has to upload the Scanned copy of all above said documents during Online Bid submission also.

**7.2 Online submission**

Sl. No.	Contents of Envelope –B (Technical)	Contents of Envelope-C (Financial)
1	Scanned copy of Cost of the EOI documents	Price Schedule as per Annexure-II of EOI
2	Scanned copy of Bid Security (EMD) as per clause no.7(ix) of EOI	
3	Certificate of Incorporation/ Registration	
4	Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case may be.	
5	Details of the firm along with List of Directors on the Board of the Company (Annexure-V)	
6	Board's resolution in favour of authorized signatory	
7	Attestation of the signature of the authorized signatory by the company bankers	
8	Documents establishing satisfactory experience from Principal Client(s) as per clause 7(vi) of EOI	
9	Audited/ Certified financial statement & annual report in support of eligibility criteria as per clause 7(vii) of EOI	
10	A certificate as per para 14 in the format as at Annexure-IV of EOI	
11	Copy of valid license for Domestic Call Center operations in India	
12	Valid Certificate for Service Tax Registration and EPF	
13	Copy of EOI & clarifications issued by BSNL to this EOI, if any as per clause 7(xii) of EOI	
14	Copy of MOU with system integrator, if applicable as per 7(xiii)	
15	Scanned copy of Integrity Pact As per Annexure-XI	
16	Copy of valid labour registration certificate under contract labour act, 1970(R&A).	
17	Copy of valid labour license issued by Central/State Labour commissioner.	
18	Solution Document as per clause no 7.14 of Annexure-I (Technical Specification)	
19	Any other supporting document	

Note:

- (i) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning the document <name> called vide clause _____ is not applicable on us.
- (ii) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.



8. Price schedule

Utmost care may kindly be taken to upload price schedule. Any change in the format of price Schedule file shall render it unfit for bidding. Following steps may be followed

- i) Down load price schedule part
- ii) Fill rates in down loaded price schedule
- iii) Save filled copy of downloaded price schedule file in your computer and remember its Name & location for uploading correct file (duly filled in) when required.

9. Other Instructions

For further instructions, the vendor should visit the portal (www.tenderwizard.com/BSNL), and login to it and upload documents of bid.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action.

**EXPRESSION OF INTEREST (EOI) FOR ESTABLISHMENT OF PROFESSIONALLY
MANAGED WIRELESS SERVICES CALL CENTERS****1. INTRODUCTION**

- 1.1 BSNL, is operating its GSM & CDMA based mobile services & Wimax services across the whole of India, except in Delhi and Mumbai, and has a wireless subscriber base of more than 97 million (> 90% pre-paid) and CDMA subscriber base of over 2.6 million and about 0.1 million Wimax subscribers. BSNL wireless operations have been divided into four Zones namely North, East, South and West. The circles covered in East Zone include nine Circles. Details of these circles is as under:-

Circle Name	GSM subscribers as on 30.04.2013	CDMA subscribers as on 30.04.2013	Proposed to be served from the Call Center at	Languages in which Agents are required to speak
West Bengal and Andaman & Nicobar	3511480	69128	Kolkata	Bengali, English & Hindi,
Kolkata TD	2274346	23150	Kolkata	Bengali, English & Hindi,
Orissa	4447762	67309	Bhubaneswar	Odia, English & Hindi
Bihar & Jharkhand	3659808	213725	Patna	English & Hindi
Assam	1136746	91492	Guwahati	Assamese, English & Hindi
NE-I & NE-II	1624964	147990	Guwahati	Assamese, English & Hindi
Total	16655106	612794		

BSNL reserves the right to add or alter any circle to these call centres based on the requirement. BSNL network is expanding continuously and wireless subscriber base in these circles is likely to be around 23 Million within 3 years period. Bidder is required to assume language-wise bifurcation of calls based on subscriber figures provided above and also on its own experience in the industry.

- 1.2 BSNL invites proposal from interested eligible firms/ companies for provision of professionally managed **four independent Call Centers in East Zone**. The location of these call centers has to be at **Bhubaneswar** for call center catering to **Odisha Circle**, at **Kolkata** for the call center catering to **West Bengal, Kolkata Telephones and A&N Circles**, at **Patna** for the call centre catering to **Bihar and Jharkhand Circles** and at **Guwahati** for **Assam, NE-I and NE-II Circles**. The call centers would be required to handle incoming calls (for provisioning of queries/services and handling of complaints; for Televerification of new CAF; for Centralized VAS de-activation service etc.) as well as outbound calls relating to customers of Wireless networks. There will be Single Call Center Firm (herein after called as CCF) managing these four Call Centers in the zone.



- 1.3 These four independent Call Centers shall, however be integrated to one another, to accept at least 20% overflow of traffic from One Call Center to the other in case of partial/complete failure of any call center within the zone, or in cases where the call volume to a call center exceeds its capacity to handle it. Adequate number of agents capable to handle over flow/disaster recovery calls preferably in the language of the Call Center with which it is paired and necessarily in Hindi & English languages should be available at the call center.

2. SCOPE OF THE WORK:

- 2.1 The CCF shall setup, operate & maintain the Wireless Service call centers, including agents, at CCF acquired/ hired premises for Mobile and other Services of BSNL with well trained staff to handle queries/ complaints of the customers and provide solutions to their utmost satisfaction based on data available and inputs given by BSNL. This will also include obtaining of customer's feedback about Call Center service.
- 2.2 The number of Agents, equipment & infrastructure requirement will depend upon the traffic (number of queries/calls handled by the call center) at the time of deployment with provision to expand to handle traffic from anticipated expansion in Wireless Services network and to meet SLA and KPI including TRAI benchmarks, defined in subsequent section and as amended from time to time.
- 2.3 The period of initial contract will be for **three years** and will be extendable for next two years on year-to-year basis solely at the discretion of BSNL on same terms and conditions. BSNL reserves the right to expand the scope of work to include BSNL's other services apart from mobile services.
- 2.4 The scope includes: Handling all types of inbound queries, complaints, requests, calls relating to televerification of new CAF & centralized VAS de-activation service, sales leads, outbound calling and response through SMS/ email/ fax/ web portal. Volume of such communication may be assumed by the bidder based on its own experience in the industry.
- 2.5 The CCF shall provide its own CRM, IVRS and ACD systems. Volume estimation for each type of non-voice query/ complaints may be assessed by bidders based on their industry experience.
- 2.6 Further details of scope of work have been defined under Technical Specifications, **ANNEXURE-I**.

3. ELIGIBILITY CRITERIA: The eligibility criterion will be as follows:

- 3.1 The Company/ Firm bidding for this EOI shall be a registered company in India under the Companies Act 1956 & shall have valid license for domestic Call Center operations.
- 3.2 The Firm shall have experience for satisfactory operation of Call Center (s) in India, for domestic clients, for the last one year on the date of bid submission.
- 3.3 The firm shall have a minimum of 3000 agent logins per day averaged over the last six month period supported by a certificate (s) from the client (s) or 6000 employees globally for BPO operations as per annual report for the year 2010-11 or 2011-12. Agent login should be for minimum 8 hours in a day.
- 3.4 The firm shall have at least 300 operational physical seats at a single location in India as on the date of bid submission. This should be supported by a certificate from the client (s).
- 3.5 The Firm shall have annual turnover of at least Rupees 50 Crore (Rupees Fifty Crore only) from Call Center operations during the financial year 2011-12 or 2012-13. This should be supported by the audited annual report along with a certificate from the auditors.
- 3.6 The firm shall have prior experience of managing inbound calls meant for at least one Licensed Telecom Operator for more than 3 months during last two years as on the date of



bid submission. The firm or its system integrator shall also have experience in integrating call centre systems with telecom network elements like Billing, IN, SMSC, etc., with requisite network security. Experience certificate, not older than two years on the date of bid submission, from the said clients is required to be enclosed in the technical bid in this regard. In case of System Integrator, copy of the MOU with System Integrator will have to be submitted with the technical bid.

- 3.7 The Firm should not be a Licensed Telecom Service Provider to provide Basic Services/ Cellular Telephony Services/ Internet Services/ UASL/ NLD Services anywhere in India
- 3.8 The company should not have substantial equity stake (10 % or more) or vice versa in and of any Basic services/ Cellular Services/ Internet Services/ Unified Access Services/ National Long Distance Services operating company (ies) in India or their promoters. Even at a later date, if there is a substantial change in the ownership structure of the company leading to the above mentioned types of companies/promoters getting more than 10 % stake, then BSNL reserves the right to terminate the contract.
- 3.9 The Firm should have valid registration for Service Tax & EPF.
- 3.10 The Bidders should not have been black-listed by central/ state governments/ PSUs.
- 3.11 Consortium approach will be limited only for the purpose of clause 3.6 above. Experience & turnover of 100% owned subsidiaries can be considered for the purpose of eligibility conditions. However, subsidiary is not allowed to claim experience & turnover of its holding/ parent company. Bidding company has to be necessarily registered in India as per clause 3.1 and 100% owned subsidiary may be registered anywhere in the world.
- 3.12 The firm should have valid labour registration certificate under contract labour act, 1970(R&A).
- 3.13 The firm should have valid labour license issued by Central/State Labour commissioner.

4. CLARIFICATIONS OF BID DOCUMENT: -

- 4.1. The prospective bidder requiring any clarification on this document shall notify the purchaser in writing or by fax at the BSNL's mailing address indicated in this document, latest by **20/08/2013**. The vendor's conference will be held at 1100 Hours on **27/08/2013** at Conference Room O/o GM(CMTS), BSNL, BJB Nagar, Bhubaneswar. Clarifications, if any, on such queries will be displayed on BSNL/ITI E-Tender website latest by **30/08/2013**.
- 4.2 Any clarifications issued by BSNL, in response to such query raised by prospective bidders, shall form an integral part of this document and shall amount to an amendment of relevant clauses of this document.
- 4.3 The **correction/modification**, if any, in the EoI document will be uploaded in the website i.e. www.orissa.bsnl.co.in and www.tenderwizard.com/BSNL upto **23:00 Hr of 30/08/2013** which will be treated as final. **The correction/modification, if any, will not be published in the newspaper.**
- 4.4 Offer shall remain valid for **150 days** from the date of opening. Offer valid for a shorter period shall be rejected by BSNL.

5. PROPOSAL FORM:

- 5.1 The Firm shall comply with all the provisions mentioned in this document & sign each page under stamp of firm as a mark of acceptance of all conditions contained herein.
- 5.2 All pages of the Proposal shall be serially numbered, indicated in an index.
- 5.3 Additional/ ambiguous conditions are not permissible and will render the proposal liable for rejection.

**6. COMMERCIAL PROPOSAL:**

- 6.1 The Firm shall give the prices as per **ANNEXURE – II**
- 6.2 The price quoted by the Firm shall remain fixed during the entire period of contract and shall not be subjected to variation on any account except that in Service Tax. The commercial offer should be strictly in the format as at Annexure-II and any variation may render the offer invalid.

7 DOCUMENTS ESTABLISHING FIRM'S ELIGIBILITY AND QUALIFICATION:
The Company/ Firm is required to furnish the following documents in the technical proposal:

- (i) Certificate of Incorporation/ Registration.
- (ii) Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case may be.
- (iii) Details of the firm along with List of Directors on the Board of the Company with their address(es), contact telephone numbers, DIN etc. (**Annexure-V**)
- (iv) Board's resolution in favour of authorized signatory.
- (v) Attestation of the signature of the authorized signatory by the company bankers.
- (vi) Documents establishing satisfactory experience from Principal Client(s) as defined in eligibility criteria. List name, address & contact details of clients to whom the firm has/ had been rendering Call Center services.
- (vii) Audited/ Certified financial statement & annual report in support of eligibility criteria. In case, employee strength for BPO operations exclusively is not mentioned in the Annual report, a certificate from the statutory auditors of the company defining break up of employee strength, given in the annual report, will be acceptable.
- (viii) A certificate as per para 14 in the format as at **Annexure -IV**.
- (ix) ***Bid security, worth Rs. 63,00,000/- (Rupees Sixty-three Lakhs only) in the form of Bank Guarantee (Format at Annexure IX) or Demand draft drawn in favour of AO (Cash) O/o GM(CMTS), BSNL, Bhubaneswar-751014 and payable at Bhubaneswar.***
- (x) Copy of valid license for Domestic Call Center operations in India
- (xi) Valid Certificate for Service Tax Registration and EPF.
- (xii) Copy of EOI & clarifications issued by BSNL to this EOI, if any, duly signed and stamped on each page by the authorized signatory as a mark of acceptance of all conditions contained herein.
- xiii) Copy of MOU with system integrator, if applicable.
- xiv) Copy of valid labour registration certificate under contract labour act, 1970(R&A).
- xv) Copy of valid labour license issued by Central/State Labour commissioner.
- xvi) Integrity pact as per annexure-XI
- xvii) Solution documents as per clause 7.14 of Annexure-I (Technical Specifications)

8. SUBMISSION OF PROPOSALS - online

- 8.1 The Proposal shall be submitted in three digitally sealed electronic envelopes. Envelope-A shall contain the complete documents required as per clause 7.1 of Section- Instructions to bidders for online bidding, Envelope-B shall contain the scanned copies of documents as per clause 7.2 of Section - Instructions to bidders for online bidding which shall be marked as "Technical", Envelope-C shall contain the scanned copy of the Price Schedule as per Annexure-II, which shall be marked as "FINANCIAL". The proposal from interested eligible firms/ companies will be uploaded/ submitted online through ITI portal



(www.tenderwizard.com/BSNL) upto specified hours of due date given in notice inviting EOI.

Note: - The following documents are required to be submitted offline (i.e. offline submissions) to DE (CC) O/o GM(CMTS), BSNL, BJB Nagar Telephone Exchange Building, Bhubaneswar-751014 on or before 12.00 Hrs (noon) on dated 11/09/2013 in a sealed envelope. **The envelope shall bear the EOI number, name of work and the words "Do Not Open Before 13.00 Hrs on dated 11/09/2013"**

- i) Crossed DD towards EMD – Bid security (original copy)
- ii) Crossed DD / Banker's cheque towards Tender fee (original copy)
- iii) Copy of valid license for Domestic Call Center operations in India
- iv) Board's resolution in favour of authorized signatory.
- v) Integrity Pact as per annexure - XI .
- vi) Power of attorney in Original (If applicable)

- 8.2 The responsibility for ensuring that the Proposals are submitted in time would vest with the Firm. BSNL shall not be responsible if the Proposals are received late or elsewhere.
- 8.3 Proposals received after the specified date and time will not be opened or considered.
- 8.4 BSNL, at its discretion, may extend the deadline for submission of proposals.

9. OPENING OF PROPOSALS:

- 9.1 The BSNL shall open TECHNICAL PROPOSALS in Conference Hall O/o GM(CMTS), BJB Nagar Telephone Exchange, Bhubaneswar-751014 at 13:00 Hrs on 11/09/2013 in the presence of authorized representatives from participating firms, who chose to attend. The date fixed for opening of Proposals, if subsequently declared as holiday by the BSNL, the proposals will be opened on the next working day, time and venue remaining unaltered.

Note: At the time of opening the bids, initially envelope containing offline documents of all bidders will be opened. The Electronic envelope consisting Techno Commercial bids of only those bidders will be opened who would have submitted required documents as offline submissions.

- 9.2 The financial Proposals of eligible Firms shall be opened later and eligible Firms will be informed in due course about the date & time of the same.
BSNL reserves right to accept or reject any or all proposal (s) prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder (s) on the ground of BSNL's action.
- 9.3 Any effort by a company to influence the proposal comparison/evaluation/ work award decision by way of overt/covert canvassing shall result in non consideration / rejection of its proposal.

10. EVALUATION:

- 10.1 The proposals will initially be screened based on the eligibility criteria and submission of all the requisite documents as asked for in this bid submitted in 'Technical Proposal'.
- 10.2 Index of the documents submitted in this bid should be mentioned clearly in the index so that evaluation committee is able to easily locate them.
- 10.3 The Companies may also be asked to give presentations in respect of the technical details/ proposal.
- 10.4 At the time of technical evaluation BSNL reserve the right to reject the bid of a Company / firm which have been a known non-performer of such services to BSNL in the past.



10.5 The financial proposal of eligible bidders shall be evaluated & rated subsequent to the establishment of eligibility and compliance.

10.6 Company shall then be short-listed on the basis of lowest financial bid i.e., the lowest price for handling inbound calls on per connect minute basis.

11. ISSUE OF ADVANCE ORDER:

11.1 The issue of an Advance Order shall constitute the intention of BSNL to enter into the contract with the Firm.

11.2 The Firm shall within 14 days of issue of an advance order give his acceptance along with performance security and sign agreement including Non Disclosure Agreement (NDA) (**Annexure- VI**).

11.3 The issue of order shall constitute the award of contract on the Firm. BSNL reserves the right to forfeit bid security and also black list the firm for suitable period, in case the firm fails to honour the proposal without sufficient grounds.

12. PERFORMANCE BANK GUARANTEES:

12.1 The successful Firm shall provide within 14 days from the APO date, a performance Bank Guarantee for an interim amount **Rs. 1,78,25,000/-** (Rupee One Crore Seventy Eight Lakhs Twenty Five Thousands only) valid for a period of **one and half year** to the APO placing authority.

12.2 The value of PBG will be reviewed & revised by the respective circles based on the invoice value of first six months. The value of PBG will be 5% of the expected total value of contract for three years and shall be submitted within one month from the date of such revision by the Circle. Having done this in all four circles, initial PBG mentioned under para 12.1 above will be returned by the BSNL provided it is not already en-cashed. Further revision will be done annually by the concerned Circles.

12.3 Revised PBG (s) will be valid for 3 years. PBG (s) will be in the format as per **Annexure- III**.

12.4 If the Firms desires, Demand Draft (DD) for the full amount can also be paid in place of PBG, as Security Deposit (SD). However, it is clarified that SD carries no interest.

12.5 Bid Security, without any interest thereon, will be returned on submission of PBG (s)/ SD.

12.6 The firm work order will be issued by the concerned Circles where call centers are located and in accordance with the authorization to be issued by this circle, after the short-listed Firm deposits the PBG/ SD with the respective circle and signs agreement.

13. TIME PERIOD TO ESTABLISH THE CALL CENTER

13.1 The successful Firm, hereafter called as 'CCF', shall establish the professionally managed Call Center at each of the four locations and start rendering the service to BSNL **within four months from the date of issue of Purchase Order (PO) by Circle(s) where call centres are located**. This shall include time for acceptance testing by BSNL and BSNL declaring the Call centres FIT for USE as stated herein.

13.2 The CCF will propose the test schedule within 3 weeks of issue of P.O. for testing of functional requirements including validation of various reports generated by the system. This test schedules shall be examined by BSNL and finalized within 2 weeks of receipt of the same to make it as a reference document for testing.

13.3 BSNL will perform the functional testing as per this test schedule finalized. Functional test will be started after its offer by CCF. The CCF will arrange to provide the necessary tools and support for carrying out above tests. The functional tests should start **not later than 4**



weeks prior to date of Call Center commissioning agreed as per 13.1 above.

- 13.4 Based on functional test report, BSNL will declare Call Center "FIT FOR USE", after which, Call Center start rendering services to BSNL.

14. CERTIFICATE ABOUT RELATIVES IN BSNL:

- 14.1 The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.
- 14.2 The Company or firm or the person will also be debarred for further participation in the concerned unit.
- 14.3 The near relatives for this purpose are defined as:-
- (a) Members of a Hindu undivided family.
 - (b) They are husband and wife.
 - (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), rother(s) and brother's wife, sister(s) and sister's husband (brother in law).

- 14.4. The format of the certificate is given below:

"I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me."

Signature of the tenderer

With date
and seal

15. TRAINING

15.1

Agent qualification requirement is stated in the Scope of work – Annexure–I under segmentation heading. All agents and their supervisors must be regularly trained and updated about BSNL and its services/ tariff etc. so that they are able to provide satisfactory service to subscribers. Suitable infrastructure including on-line individual terminals for training should be



- 15.2 It shall be responsibility of CCF to immediately update its agents about the schemes launched by BSNL. Daily briefing & de-briefing sessions of short duration with the agents at the time of shift change over will be necessary.
- 15.3 The Firm shall provide training upto maximum 5 days every six months on familiarization of various equipment and its functionalities including verification of SLAs & KPIs to BSNL staff free of cost.
- 15.4 The training schedule, training content etc. will be finalized by CCF in consultation with the Nodal officer of BSNL.
- 15.5 The call center shall also be responsible for cross training sufficient number of agents in all four call centers to be able to handle the overflow traffic from other circle call centers. This should include tariff plans, products and languages used in these other circles.
- 15.6 BSNL will have the right to check the quality of agents as and when required by BSNL. In case any agent is found lacking in product knowledge / language skills / customer interaction skills, etc. CCF will be required to take necessary remedial action within the time as stipulated by BSNL. Failure to act on CCF's part will attract penal provisions.

16 **PENALTY**

- 16.1 **Liquidated Damage-** Failure to commence operation after successful testing within the stipulated period of four months as stipulated in clause 13.1 will result in imposition of penalty of Rs. 3,00,000 per week of delay for a period of six weeks and thereafter, Rs 6,00,000 per week of further delay for another six weeks. Delay beyond 12 weeks may attract forfeiture of the SD/ PBG and further actions like blacklisting etc. at the discretion of BSNL. However, delay attributable to BSNL shall be excluded.
- 16.2 **Penalty for non-integration with BSNL network elements** – It is expected that the CCF will integrate various network elements as defined in **Annexure – I** (Technical specifications) within the time frame specified to commission the call center. However, in case CCF fails to do so, BSNL may at its discretion allow commissioning of the call center with a penalty of upto 2% of the monthly invoiced amount till the time the network elements, deemed to be essential by BSNL are successfully integrated. In case the CCF fails to integrate with required network elements for more than 6 months (from date of acceptance of service), then BSNL at its discretion may terminate the contract.
- 16.3 **Operational Performance-** Operational performance, Quality of service and also penalty for failing to meet prescribed benchmarks, will be assessed & decided every month based on SLA parameters defined in the next para. SLA parameters and measurements will be based on total of traffic from all segments i.e., GSM, CDMA & WiMAX etc.

**17 SERVICE LEVEL AGREEMENTS AND KEY PERFORMANCE INDICATORS****17.1 Service Level Agreement (SLA)****Parameters 17.1.1 System Uptime:**

SLA01 – System uptime (Voice response available to customer)	
Objective	To measure the period in which no customer could be serviced due to fault in the system, which includes Hardware, Software & Voice infrastructure but excludes bandwidth, for voice & data, provided by BSNL. This SLA implies that Call Center services are fully available and system is not down for any reason. If CCF is able to transfer the calls to other Call Center within the zone, the penalty under this sub-clause will stop from the time diversion becomes successfully operative. Down time duration & its accountability will be jointly decided within 24 hours and signed by BSNL & CCF representatives based on MSC/ system logs & reports
Definition	It will be calculated based on formula “Total down time minutes / Total minutes in a month”. For example, the system was down for 2 hours in July 08; Uptime will be $[100 - \{120 / (31 \text{ days} \times 24 \text{ hours} \times 60 \text{ minutes})\} \times 100] = 99.73\%$
Method	
Data Capture	System down time should be captured by the IT systems at the call Center
Measurement Interval	Monthly
Reporting Period	Monthly

Service Level		
Sl.No.	System uptime value for month	Penalty
1	$\geq 99.7\%$	Nil
2	$\geq 98.7\%$ but $< 99.7\%$	1.0% of monthly billed amount
3	$\geq 97\%$ but $< 98.7\%$	3.0% of monthly billed amount
4	$\geq 95\%$ but $< 97\%$	5.0 % of monthly billed amount
5	$\geq 90\%$ but $< 95\%$	10% of monthly billed amount
6	$< 90\%$	20% of monthly billed amount

**17.1.2 Accessibility of call centre (electronic response)**

SLA02 – Accessibility of call centre (electronic response)	
Objective	To measure the % of callers that fail to connect to call center. BSNL wants to ensure that most subscribers attempting to contact call centre should be able to connect to it.
Definition	Percentage of calls getting rejected at MSC or BSNL switch directly connected to the Call Center during day Time Consistent Busy Hour (TCBH) averaged over the month. TCBH is the busy hour observed during maximum number of days during the month and confirmed by BSNL. Percentage of calls getting rejected could be for want of Call Center capacity or fault in some element of the Call Center that is attributable to the CCF.
Method	
Data Capture	The Call Center in-charge & representative of CCF will carry out daily reconciliation after obtaining report from all connecting MSCs/ BSNL switches and the Call Center system. Reconciled figures for all days in a month will be totalled to arrive at monthly call failure figure.
Measurement Interval	Daily
Reporting Period	Monthly

Service Level		
Sl.No	% of Calls not able to Connect to call center (IVRS Response)	Penalty (applicable when call volume is within the rolling forecast provided by BSNL)
1	<= 5%	Nil
2	> 5% but <= 10%	5% of monthly billed value
3	> 10% but <= 15%.	10% of monthly billed value
4	> 15%	20% of monthly billed value

Note:

1. BSNL will give rolling forecast in terms of **Call Volume (per day call attempts)** to WSCC system for next two months. CCF will plan capacity sizing based on its own experience in the industry.
2. CCF will have to intimate BSNL about additional requirement of transmission bandwidth, if any, at least 7 days in advance.
3. Based on experience in Industry, bidder may assume requirement of transmission bandwidth. BSNL will provide adequate bandwidth for traffic between its network nodes and the Call Center. Optimum bandwidth with little higher capacity, may be upto 25% of the actual requirement, shall generally be provided by BSNL and hence the bidder should keep track of increased traffic and demand additional bandwidth at least 7 days in advance. In such case, penalty during such 7 days will also be applicable. However, no penalty will be imposed in case of delay by BSNL. Requirement of seeking transmission links for redundancy is also the responsibility of the bidder. The responsibility of Hardware augmentation at the CCF end for all connectivity will be that of CCF. BSNL will provide rolling forecast of Call Volume for next two months by 7 of the month.

**17.1.3 Call Queue Waiting Time (voice to voice)**

SLA03 – Call Queue Waiting Time (Voice to voice)	
Objective	To measure the amount of time subscribers have to wait before they are able to speak to an operator (from the time they leave IVRS). BSNL wants to ensure that the waiting times for its customers are not more than a specified level
Definition	This is the percentage of calls that are answered by the call center operators within a specified time period during TCBH (Time Consistent Busy Hour). In other words, it is the waiting time in Automatic Call Distributor (ACD) queue after pressing prescribed digit by a subscriber to talk to the agent but before being answered by the agent.
Method	
Data Capture	The call queue waiting time shall be calculated from the time the customer has keyed the relevant number in the IVR option menu, for speaking to the customer care executive/operator. The menu for speaking to the customer care operator should be given preference in the menu options and this menu shall not be below the first sub-menu at the third layer, the first layer being the choice of language and the second layer the service menu. The segmentation of customer categories is described in para 2 of technical specifications (Annexure I). The CRM should be able to recognize the customer's category even if a short code for different category is not used by the customer.
Measurement Interval	Daily
Reporting Period	Monthly

This SLA is defined for 3 different categories of customers as explained in Para 2 of Annexure 1.

Service Metric		
Sl.No.	Service level category	Metric value
1	Entry level	60 seconds
2	Second level	45 seconds
3	Third level	30 seconds
Service Level		
Sl.No.	Percentage of calls attended	Penalty (applicable when call volume is within the rolling forecast provided by BSNL)
1	> 95% calls attended within the specified service metric for any category	Nil
2	85%-95% calls attended within the specified service metric for any category	10% of monthly billed value
3	< 85% calls attended within the specified service metric for any category	20% of monthly billed value



Note : The CCF is to ensure compliance to each of service level categories and as such the penalty shall be imposed individually for each service level category non compliance separately.

17.1.4 Customer satisfaction (voice to voice and IVRS)

SLA04 –Customer satisfaction (Voice to voice)	
Objective	To measure the quality of services offered by CCF through: - Operators and - IVRS via the measurement of end user’s satisfaction.
Definition	This is the measure of customers’ satisfaction with the way her query/complaint has been handled by the call centre operator /IVRS system. The CCF shall be responsible for maintaining a minimum level of customer satisfaction based on the criteria defined by BSNL from time to time. The satisfaction level of subscribers shall be collected on a three point scale of 3:“ satisfied”, 2:“No comments” and 1:“dissatisfied”
Method	
Data Capture	Customer survey would be administer in two ways: 1. The CC should have a SMS based mechanism in place to capture customer’s satisfaction rating for calls handled by operators or IVRS. BSNL will provide a set of survey questions (TBD) that should be administered to a statistically significant number of customers. This sample shall also be dynamically defined by BSNL and CCF as defined later in the document. For e.g. every 10 th customer to be administered survey etc. In cases where customers rate the experience as ‘1’ a follow up SMS should be sent to capture the reason for dissatisfaction. BSNL shall define the follow up questions to be asked separately (TBD) 2. In IVRS tree at first layer the customer should be given an option to provide satisfaction rating by pressing ‘*’. Similar to the above process, for all customers pressing ‘*’ an SMS based customer satisfaction survey should be administered once the call is over.
Measurement Interval	Weekly
Reporting Period	Monthly

Service Level		
Sl.No.	Average satisfaction Score	Penalty
1	2 or more	Nil
2	1.1 to less than 2	3% of the monthly bill value
3	Less than 1.1	5% of the monthly bill value

**17.1.5 IVRS Efficiency (% of calls disposed off successfully at IVRS)**

SLA 05 –IVRS Efficiency	
Objective	To measure share of calls that are successfully disposed off by the IVR System. This is to track if appropriate capacity of IVRS and quality of content is in place to achieve minimum successful disposal rate at IVRS.
Definition	This is measured as Number of calls satisfactorily disposed of at IVRS / Total number of calls reaching IVRS.
Method	
Data Capture	The calls considered disposed off at the IVRS are the calls that are ended at a defined level in the IVRS menu and which don't request for talking to the operator.
Measurement Interval	Daily
Reporting Period	Monthly

Service Level		
Sl.No.	% Calls satisfactorily disposed of at IVRS	Penalty
1	> 30%	Nil
2	>25% but <=30%	5% of monthly bill value
3	>20% but <=25%	7.5% of monthly bill value
4	<= 20 %	10% of monthly bill value

Note: - The SLA corresponding to the IVR satisfaction would not be applicable for calls handled at 1507 (Televerification of new CAF)

17.1.6 Call abandonment rate (unanswered calls by operators)

SLA06 – Call abandonment rate (unanswered calls by operators)	
Objective	To ensure that not more than a certain % of calls requesting an agent should go unattended
Definition	This measures % of calls that requested for agent but were not answered by the agent.
Method	
Data Capture	The CCF shall track the number of calls requesting agents and % of those calls that are being answered by the agents
Measurement Interval	Daily
Reporting Period	Monthly

Service Level		
S.No.	Calls unanswered by agents	Penalty (applicable when call volume is within the rolling forecast provided by BSNL)
1	< =5%	Nil
2	>5% to <=10%	10% of monthly bill value
3	>10%	20% of monthly bill value

Note : CCF is required to make outbound calls each of the inbound callers whose inbound calls were not answered by the CCF agent and the call waiting time was more than 90 seconds. Such call will be made within 24 hours of such incoming Call.

**17.1.7 Call Quality Score**

SLA07 – Call quality score	
Objective	To measure the quality of calls being handled by the call center Agents, BSNL wants to ensure that certain standards be adhered to during the calls and quality of information provided, diction, language, politeness etc.
Definition	Call quality audit score is a method of scoring agent calls against predefined parameters to ensure that the agents are adhering to the quality standards as defined by BSNL.
Method	
Data Capture	The Call Center should have a call logging facility to record all calls handled by agents (Inbound and outbound) and store the by the call quality audit team from BSNL against pre-decided parameters as mentioned in call observation Annexure VIII
Measurement Interval	Daily
Reporting Period	Monthly

Service Level		
Sl.No.	Score on Call quality	Penalty
1	> 85%	Nil
2	> 80% to <=85%	2% of monthly billed value
3	> 75% to <=80%	5% of monthly billed value
4	<= 75%	10% of monthly billed value

17.2 Key Performance Indicators (KPIs)

Similar to SLAs defined in the above sections, there are other critical performance parameters that shall be tracked on a regular basis to evaluate the call center's performance. BSNL reserves the right to include any of these KPIs as part of the SLAs from a future date in consultation with the CCF.

Unlike SLAs, these KPI's shall not be linked to commercial penalties, but the CCF is expected to maintain and ensure that its performance on these parameters is acceptable. In the daily, monthly and quarterly review meetings BSNL and CCF shall jointly take decisions regarding acceptable performance required on different KPI's as per the governance model defined in section 24 later. If the CCF fails to meet these expectations over an extended period of time (2-3 months) that BSNL would have the right to summarily terminate the contract with the CCF.

The important KPI's are listed as follows.

**17.2.1 Accuracy of complaint logging by operators**

KPI01 –Accuracy of complaint logging by operators	
Objective	To measure the accuracy with which operators register customer complaints. BSNL would like to ensure that not more than a small percentage of complaints are incorrectly captured.
Definition	<p>This is the percentage of complaints that have been captured incorrectly by the call center operators making it difficult to resolve the same.</p> <p>The complaints that have been marked wrong tag shall be used to calculate the % of incorrect complaint logged by CC using the following formulae: Total wrong of incomplete complaints logged / Total complaints logged for the month.</p> <p>The CCF shall be provided access to complaints that have been marked wrong tag for their own appraisal.</p>
Method	
Data Capture	The resolution teams that actually work on the complaints will have an option to mark a complaint incorrect or incomplete based on the contents of a complaint logged at CC.
Measurement Interval	Weekly
Reporting Period	Monthly

17.2.2 Average call handling time (ACHT) at IVRS

KPI 02 – Average Call Handling time at IVRS	
Objective	It is a measure to ensure that the IVRS menus/content is appropriately designed so that it does not take too long for the customers to be self-serviced through IVRS.
Definition	This measures the time it takes for the customers to be successfully serviced by the IVRS.
Method	
Data Capture	The CCF shall be responsible for design and updation of IVRS content and Tree structure. Based on top queries/complaint categories every month the CCF should suggest changes in the IVRS flow / content so that the customers can be serviced efficiently.
Measurement Interval	Daily
Reporting Period	Monthly

**17.2.3 Average call handling time by agents**

KPI 03 – Average call handling time by agent	
Objective	It is a measure to ascertain average talk time taken by agent in satisfying the subscriber while maintaining the required quality of content & presentation.
Definition	This measures the time it takes for the customers to be successfully serviced by the CCF agents.
Method	
Data Capture	Measurement of talk time duration will start from the moment, the agent picks up the call till end of conversation. Wrap time is not considered as a part of call handling time and hence not billable. A minimum of 0.1 % of the total calls need to be barged on daily basis. The barged-in duration is to be cross verified with the duration (conversation time and hold time, if any) of CDR generated from the WSCC system. In case of discrepancy, a correction factor is to be applied in all segments. Again, the call count (IVRS and Voice segment) of WSCC server is to be cross verified with MSC call count. In case of discrepancy, another correction factor is to be applied in all segments. Call Center in-charge of BSNL will duly compile, verify and record such reconciliation exercise on daily basis. (Refer Annexure - XII).
Measurement Interval	Daily
Reporting Period	Monthly

Note : The correction factors are applicable when the discrepancy is more than 0.25%.

a) Correction factor for Call Count (X) :

$X = (\text{Total number of MSC call count} / \text{Total number of IVRS \& Voice call count})$, If $X > 1$, then $X = 1$ will be considered.

b) Correction factor for Call Count (Y) :

$Y = (\text{Total barged-in duration} / \text{Total duration of corresponding CDRs retrieved from the WSCC system})$, If $Y > 1$, then $Y = 1$ will be considered.

**17.2.4 Time taken for modification of IVRS content/Tree**

KPI04 - Time taken for modification of IVRS content/Tree	
Objective	To measure if the content updates on IVRS are taking place within a reasonable time.
Definition	<p>This is the measure of time taken for CCF to modify the contents of IVRS menu/Tree after changes have been approved by BSNL.</p> <p>Normally this should be completed within 3 working days and should never exceed more than 7 working days from the date of approval by BSNL.</p>
Method	
Data Capture	
Measurement Interval	Weekly
Reporting Period	Monthly

17.2.5: Percentage of repeat calls

KPI05 – Percentage of repeat calls	
Objective	To measure the number of customers who call the call centre more than once in a specified time period. High percentage of repeat calls indicate problems at satisfying customer at first call
Definition	<p>Repeat calls will be defined as the calls made by subscribers who have already called the call center on the same date (from 0.00 hrs to 24.00 Hrs) preceding this repeat call.</p> <p>The purpose of this metric is to ensure that call center operators are handling calls in satisfactory manner to ensure minimum need for customers to call again.</p> <p>The measurement of this KPI will be calculated as the number of Repeat calls divided by the number of Total calls in respective segment answered by agents.</p>
Method	
Data Capture	CCF should monitor and report on repeat calls, as defined above, on daily basis.
Measurement Interval	Daily
Reporting Period	Monthly

**17.2.6: Time taken for resolution of complaints**

KPI06 – Time taken for resolution of complaints	
Objective	To measure the time taken for resolution of complaints. Though all types of complaints would not be resolved by the CCF operators, but BSNL wants to monitor this metric to track resolution performance of internal and CCF teams both.
Definition	This KPI will measure the % of complaints resolved within specified time limits. (Pending for less than 24 hours, 1-3 days, 3-7 days,> 7 days). These times will be tracked for all different categories of complaints.
Method	
Data Capture	CCF should monitor and report on complaints resolution times for all categories of complaints
Measurement Interval	Weekly
Reporting Period	Monthly

17.2.7: Calls per subscriber

KPI07 – Calls per subscriber	
Objective	To measure the call volume generated by BSNL customers for call center.
Definition	This will be measured by taking total number of calls attempted by customers / Total number of subscriber at the beginning of every month. Along with calls per subscriber the CCF should also track total calls received at call center, total complaints received etc. in the monthly performance report template
Method	
Data Capture	
Measurement Interval	Daily
Reporting Period	Monthly

**17.2.8 Response time for communication to subscribers via SMS / email / Web / FAX**

KPI08 – Response time for communication to subscribers via SMS / email / Web / FAX	
Objective	To ensure promptness of the CCF in dealing with communication of subscribers via SMS / email / Web / FAX
Definition	This defines the % of communication via SMS / email / FAX/ web etc. (i.e. other than voice & IVRS) which were responded within 24 hours of receipt of communication by CCF.
Method	
Data Capture	The Call Center should have a facility to record the date, time and counts of the communications received via each of the communication means namely email, SMS, FAX, web and the time within which satisfactory response is sent to the subscriber for each such communication received.
Measurement Interval	Daily
Reporting Period	Monthly

- 17.3.1 The SLA parameters specified above shall be reviewed by BSNL annually in coordination with the CCF according to the governance model described in para 24 below.
- 17.3.2 BSNL shall conduct regular quality audit to evaluate performance of call center as described in para 25 below.
- 17.3.3 BSNL/Regulator/Licensor or their designated agency shall have the right to conduct random Quality of Service (QoS) Audits with respect to SLA or any other parameters at any time without prior notice. Officer in-charge of the BSNL Call Center may decide and impose other justified penalty on CCF in case of non-performance of any clause of the agreement.
- 17.3.4 There shall, however, be a provision for scheduled maintenance downtime during the lean traffic hours, which shall be fixed in coordination with BSNL. The total window of time for these shall not exceed 08 hours in a month with a limit of 04 hours for each such window.
However, in this case, CCF has to make alternate arrangement to route the calls during preventive maintenance while ensuring SLA parameters and TRAI benchmarks.
- 17.3.5 BSNL shall gain customer feedback with respect to their satisfaction level for various services offered through medium like e-mail, SMS as well as various Websites of BSNL.
- 17.3.6 The CCF shall submit reports on all the SLA and KPI parameters defined in this section to BSNL in accordance with the specified formats and reporting periods. BSNL may ask the CCF to provide clarifications on these reports as well as the measurement tools and processes utilized by the CCF for Reporting. BSNL shall verify the veracity of these reports by conducting Audits on its own or by using the services of an external Auditor. BSNL should have full access to check the status /report at any time. CCF shall extend full cooperation for conducting such audits.
- 17.3.7 SD/ PBG will be forfeited/ en-cashed for unsatisfactory service to BSNL after allowing reasonable chance to set right the service deficiencies to the satisfaction of BSNL. SD/ PBG can also be forfeited/ en-cashed to set off claim of BSNL for penalty.
- 17.3.8 The CCF shall maintain full confidentiality of the data supplied while answering customer queries/complaints. Under no circumstances the CCF shall divulge/reveal/share such data for the purpose other than for meeting BSNL's requirement. The equipment, agents and



infrastructure including the building meant for BSNL operations, shall not be used or shared, in any circumstance, with any competitor of BSNL or for telecom related service of other service providers. Any violation of this confidentiality clause may result in suitable penalty and /or termination of the contract, forfeiture of SD/ en-cashment of PBG. BSNL shall reserve the right to black-list the CCF on all India basis. The decision of BSNL shall be final in this regard and binding on the CCF.

- 17.3.9 During the period of failure, the calls will be diverted to designated other Call Center by CCF in the least possible time with intimation to General Manager (Mobile) or any other officer nominated by the BSNL of the concerned Call Center.
- 17.3.10 If the call center goes down because of reasons other than those envisaged in FORCE MAJEURE clause, penalty as per clause 16.3 shall be deducted from the CCF's claim.
- 17.3.11 Based on report from the CCF system regarding repeat calls from same phone number during specified period, BSNL may ask CCF to make outbound calls to find out cause of such repeat calls, especially from the point of view to know whether the quality of response was satisfactory and why the subscriber had to dial repeatedly.
- 17.3.12 **Annexure X** gives the historical performance values for the current call center for BSNL in East zone.
- 17.3.13 **The Cap on total penalty on account of SLAs during the month shall be 25% of the billed amount.** Penalty on account of non compliance of SLAs during the first three months of operations of call center by CCF (i.e three months from the date the call center starts rendering the service to BSNL) may be relaxed by BSNL in case BSNL decides the same to be justified in view of stabilization of operations.
- 17.3.14 The cap on penalty as defined at clause 17.3.13 is purely on account of non compliance to SLAs and does not limit, in any way, the right of BSNL to impose any other penalty in addition to this defined penalty on account of non compliance by the CCF to any other clause of the EOI.

**18 PRICING TERMS**

- 18.1 The pricing for Call Center services will be made on Per Connect Minute (PCM) basis.
- 18.2 The firms shall quote only one price for their services for the complete period of contract and there shall be no upward or downward revision of charges over the period of contract.

18.3 The pricing under this model is divided into three components:

Sl.No.	Pricing component	Pricing metric
1	Calls handled on IVRS (These IVRS calls to be counted after deducting the Calls answered by the agents)	Price per connect minute*
2	Inbound calls handled by agents (These agent answered calls to be counted after deducting the Calls handled by the IVRS)	Price per connect minute*
3	Outbound calls handled by agents	Price per connect minute*

* These prices include entire scope of work stated in this document including all infrastructure, IT and maintenance charges. These should factor in charges for agents required to respond to non-voice requests through SMS/email/webportal etc defined in para 7 in Annexure 1 (Technical Scope).

18.4 **Pricing conditions:** The above pricing shall adhere to following conditions

18.4.1 For calls on IVRS: The acceptable Average Call Handling Time (ACHT) at IVRS for billing purpose will be capped at 120 seconds per call. The limit shall remain the same for calls from all three segments of customers (Entry, Second and third levels).

18.4.2 The Average Call Handling time for disposal at IVRS is as defined in KPI 02 (17.2.2). In other words, in case actual ACHT for IVRS exceeds 120 seconds then payment will be made @ AHCT = 120 seconds, only. In case ACHT for IVRS is less than 120 seconds then payment will be made as per actuals.

18.4.3 Same pricing rates will be used for inbound and outbound connect minutes. Please refer to Annexure II for details of submitting bids.

18.4.4 For inbound calls handled by agents: The acceptable Average call Handling time by agents for billing purpose will be capped for different category of customers as per the table below. The average call handling time for agents is as defined in KPI 03 (para 17.2.3). The different segments have been defined at para 2 in Annexure 1 (Technical scope). In other words, in case actual ACHT for different segments exceeds their respective limits, then payment will be made @ AHCT = respective limits, only. In case ACHT is less than respective limits, then payment will be made as per actual.



Sl.No	Segment	Average call handling time by Agent
1	Entry Level	130 Seconds
2	Second Level	150 Seconds
3	Third Level / Televerification (1507) calls	180 Seconds

- 18.4.5 BSNL reserves the right to revise these average call handling time limits (for IVRS as well as agents calls) as per requirements and with mutual consultations.
- 18.4.6 The bidding firms can use the historical BSNL data as mentioned in Annexure X for the purpose of projecting call volumes based on its experience in the industry. Also as the required service level requirements for different category of customers would differ, the historical proportion of different category of subscribers for BSNL can be found in the Technical specification section of this document.
- 18.4.7 No payments shall be made for incoming connect minutes generating out of repeat calls except those generated from BSNL authorized Points of Sales (Franchise / Retailer / CSC staff / BSNL officials / E-Pin franchise / Rural distributors / DSA etc.) exceeding 15% of the connect minutes from unique callers. In other words, if the quantum of connect minutes through repeat calls exceeds 15% of the connect minutes from unique callers, connect minutes arising from such repeat calls will not be considered for billing and payment. The first call generated by a repeat caller will be treated as a unique call and all subsequent calls during the defined period will be treated as repeat call. For example, there were total connect minutes 100, out of which 80 minutes were from Unique callers and 20 minutes were from repeat callers. Payment will be made for 92 minutes i.e. 80 minutes + 12 minutes (15% of 80 minutes).
- 18.4.8 Short duration calls, which are calls of less than 10 second duration at IVRS or at Agent level, shall not be considered for the purpose of billing and payment.
- 18.4.9 A call being answered by agent might continue to be served through IVRS; in such a case, payment will be made based on MOU period at agent only. IVRS portion of any call which has been handled by an agent will not be payable. In such a case, payment will be made based on MOU period at agent only.
- 18.5 For outbound calls handled by agents: A preliminary list of outbound call types is mentioned in para 15 of Annexure 1 (Technical scope). Outbound calls shall be made by the CCF as per BSNL requirements from time to time. The processes, rules and regulations for making such calls should be detailed out and agreed upon as part of statement of procedures between CCF and BSNL. No separate payment shall be made for outbound calls for calls lost in queue , or calls where proper information was not recorded by agent in first instance (call types 9 & 10 in para 15 of Annexure-I).
- 18.6 For certain types of outbound calls (for e.g., telemarketing calls), BSNL will provide a rolling, next 2 month, call volume forecast, month wise before the end of each month. BSNL will also specify Average call handling time for such call types. CCF is expected to



make provisions for manpower and other required infrastructure to meet these requirements based on its experience and the said rolling forecasts.

The firm is required to quote their prices as per format in Annexure – II.

- 1 Three copies of the invoice should be submitted at within the first week of next month. This shall also include all supporting documents on the basis of which the invoice has been prepared like (but not limited to) following:
 - (i) Total qualifying connect minutes on IVRS, as per conditions mentioned above.
 - (ii) Total qualifying connect minutes on agents (for inbound calls and outbound calls) as per the conditions above.
 - (iii) Performance report on all SLAs and KPIs and calculation of applicable penalties (if any)
 - (iv) Any other documents as applicable
- 2 The payment for the same shall be done preferably within 6 weeks of bill receipt date, along with all stipulated supporting documents by the respective circles where call center is located.

19. FORCE MAJEURE

- 19.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- 19.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

**20. TERMINATION**

- 20.1 The BSNL reserves the right, without prejudice to any other remedy for breach of contract, by written notice of 30 days for default, sent to the Company; terminate this contract in whole or in part without any liability.
- 20.1.1 If the Company fails to manage the Call Center as per contract or fails to perform any obligation(s) under the Contract or is penalized repeatedly for more than three instances in a set of three consecutive months.
- 20.1.2 If the Company, in either of the above circumstances, does not remedy his failure within a period of 7 days (or such longer period as the BSNL may authorize in writing) after receipt of the default notice from the BSNL.
- 20.1.3 If the Company becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the BSNL.
- 20.1.4 If the company fails to maintain a reasonable performance on SLAs and KPIs over a reasonable period of time (3 months) then BSNL reserves the right to terminate its contract with the firm
- 20.2 BSNL reserves the right to discontinue the contract any time in future depending upon its network conditions or market scenario or directive from the regulator/ licensor or due to change in its own licensing conditions or upon directions from the competent Government authorities.
- 20.3 In case of termination of contract the CCF shall be required to continue providing services for a suitable period of time (defined below) and shall extend all support for smooth transitioning of services through a different operator.
In case of contract terminating at the end of contract period, this time limit shall be 3 months. In case of early termination this limit shall be 6 months.
- 20.4 In the event of CCF not providing the services for the period as stipulated at clause 20.3 above, BSNL reserves the right to hire services from a new agency at the risk and cost of the CCF. In doing so, BSNL shall be able to recover the difference of amounts being paid to this new agency and the ones paid to the CCF for similar services without prejudicing its right to take any other action as contained in the EOI.

21. ARBITRATION

- 21.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CGMT, BSNL, Odisha Telecom Circle or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CGMT, BSNL, Odisha Telecom Circle or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CGMT, BSNL, Odisha Telecom Circle or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CGMT, BSNL, Odisha Telecom Circle or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the



course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CGMT, BSNL, Odisha Telecom Circle or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

- 21.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 21.3 The venue of arbitration shall be Circle Office Bhubaneswar and/or /SSA HQ or the office of the Arbitrator situated at Bhubaneswar or at the respective /SSA HQ ,as the case may be.
- 21.4 During the arbitration period, the CCF shall be required to continue providing services for a suitable period of time (defined below) and shall extend all support for smooth transitioning of services through a different operator.
In case of contract terminating at the end of contract period, this time limit shall be 3 months. In case of early termination this limit shall be 6 months.
- 21.5 In the event of CCF not providing the services for the period as stipulated at clause 21.4 above, BSNL reserves the right to hire services from a new agency at the risk and cost of the CCF. In doing so, BSNL shall be able to recover the difference of amounts being paid to this new agency and the ones paid to the CCF for similar services without prejudicing its right to take any other action as contained in the EOI.

22. INDEMNIFICATION

- 22.1 CCF 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, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:
- 22.1.1 Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party;
- 22.1.2 Any breach of the terms and conditions in this agreement by the CCF;
- 22.1.3 Any claim of any infringement of any intellectual property right or any other right of any third party or of law by the CCF;
- 22.1.4 Any claim made by any third party arising out of the use of the services and arising in connection with interruptions or degradations of service to BSNL's customers caused solely by the CCF.
- 22.2 The CCF will comply with all the laws, directives, guidelines etc. of the land where Service provider is located and shall be fully responsible for the same. The service provider will indemnify BSNL for any liability arising out of non compliance of the same.
- 22.3 This clause shall survive the termination or expiry of the contract.

**23. SET OFF :**

23.1

Any sum of money due and payable to CCF under the agreement finalised against this EOI may be appropriated by BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of BSNL or such other person or person(s) for payment of a sum of money arising out of the said agreement or under any other contract made by the CCF with BSNL or such other person(s) contracting through the BSNL.

24. Governance Model

A three tier governance model has been defined to assist and review call centre's performance on a regular basis. The objective of this structure would be to rigorously monitor quality of service provided by call center, define and update SLAs/KPIs and issue resolution. Three types of formal joint reviews have been defined, between BSNL and CCF, with varying frequencies as explained below.

The different types of reviews defined are as follows:

1. Daily coordination meeting: This shall be a daily meeting between BSNL monitoring team, nodal officer and CCF team leaders. The objectives of this meeting shall be:

- Day to day delivery of in-scope services
- Issue resolution
- Performance reports / monitoring
- Coordination with back end
- Trainings / info sharing

2. Monthly Operational review: This shall be a monthly call center performance review meeting. The objective and of these meeting is listed below:

- Review against SLAs and KPIs
- Changes in SLA / Segmentation / Customer survey etc.
- Out of scope change requests
- Escalated issues
- Outlook for the next month

3. Strategic business review meeting: This review will happen quarterly with the top management participation, both from BSNL and CCF, to review overall relationship with the vendor and to

- Review of customer satisfaction with call center
- New services to be catered
- New SLAs/KPIs to be introduced

The review process could be altered on need basis through consultations

- BSNL will put in place a dedicated team to regularly liaison with call center service provider and participate in the above defined reviews.

The CCF will also be required to provide dedicated team of relationship managers at different levels to liaison with BSNL officials and be regularly part of the joint reviews.



- At the highest level there should be a Chief Delivery Officer (account manager) who should be fully responsible to maintain the BSNL account at the service provider's end and take decisions in this respect.
- For each circle being served by the call center, there should be dedicated project leaders who will work as relationship managers and liaison with nodal officer, audit and resolution teams at the circle level.
- For the day to day management of call center operators there should be adequate number of supervisors (team leaders) who would interact with the BSNL audit team that is working out of the CCF premises. They will also assist the monitoring teams in collecting and collating different MIS related to CC performance.

Apart from above, BSNL reserves the right to convene meetings with the CCF at any level and with any periodicity at any place within India as per BSNL requirements.

25. Quality Audits

BSNL shall conduct scheduled quality audits at regular intervals to evaluate performance of call center on wide range of parameters, including parameters that may not be part of SLAs / KPIs. BSNL/Licensor/TRAI reserves the right to conduct un-scheduled quality audits as and when required over and above the scheduled quality audits.

Quality audits shall focus on two broad areas (but not limited to):

1. Quality of infrastructure:

- Quality of agent equipments like IP phones, headsets and workstations
- IT infrastructure, servers, IVRS
- Quality of ambience, lighting, floor spacing, acoustic effect
- Security of personnel and data

2. Agent Quality/Product Knowledge:

- Content and frequency of trainings conducted
- Awareness about BSNL and its products amongst agents (online tests could be conducted at predefined intervals to check agent knowledge)
- Agent qualification levels, attrition rates and career paths

26. Security

The Government guidelines with respect to security clearance etc. issued from time to time shall apply. At present Guidelines issued by DoT vide letter No. 10-15/2011-AS.III/(21) dated 31.05.2011 is applicable (available at <http://dot.gov.in/as/asindex.htm>). The successful bidder may be required to submit an undertaking or enter in to a suitable agreement in the format specified by BSNL at the time of acceptance of APO.

**TECHNICAL SPECIFICATIONS****1. GENERAL**

- 1.1 The conditions of contract in this Annexure shall supplement the conditions contained above and wherever there is a conflict, the provisions herein shall prevail over those conditions mentioned elsewhere.
- 1.2 CCF will operate the call centers on 24 x 7 basis and as per BSNL Services requirement and shall have to ensure highest standards i.e. acoustic effect, equipment quality, security, safety of personnel & equipment; CSAs work station, headsets, spacing between two agents and uninterrupted power supply, apart from professionalism. The quality of aesthetic look, lighting, space and over all environments in the CC should be of International level.
- 1.3 Each call center should have adequate space to accommodate agents based on present requirement and also to expand the call center as per the increase in the subscriber base/ traffic, which could be estimated by the CCF based on growth trend being observed in telecom industry. Details of existing Call Center indicating Call volume and traffic are available at **Annexure-X**.
- 1.4 There should be separate and adequate space to host technology equipments/ servers with adequate safety & security and accessible to administrative users only.
- 1.5 CCF shall be required to comply with any conditions specified by Licensor/ Regulator or Government, from time to time.
- 1.6 Call Centers will be Mobile Number Portability compliant i.e CRM should be able to dip into LPDB database or should have latest profile of the subscribers from the B&CCS or any other storage of BSNL.
- 1.7 The CCF shall provide all services that are mentioned as part of this scope.

2. SEGMENTATION:

The call center will be required to provide differentiated service levels to three different categories of customers. These three categories of customers shall be called:

1. Entry Level
2. Second Level, and
3. Third Level

The required service levels for customers that are part of Third level category shall be highest followed by Second and Entry levels. Relevant SLAs have been defined keeping in mind these three categories already.

The composition of these categories will be defined by BSNL dynamically in discussion with the CCF through the governance model as described in this document. .



The table below gives an *indicative* example of customers that may fall in these three service categories:

Category of customers	Number of subscribers not to exceed	Category
Entry Level	90% of total subscriber base	Prepaid
Second Level	15% of total subscriber base	Postpaid
Third Level	5% of total subscriber base	CIC, 3G, franchises and others

BSNL will provide the database of phone numbers of customers falling in third level and CCF systems should be able to identify customer based on his/her number and route it accordingly to provide a required service level.

Subscriber will be given option in IVRS to select his/ her category i.e Prepaid or Postpaid as per the prompt from IVRS. CRM will have the capability to maintain a list of mobile numbers belonging to third level as provided by BSNL. CRM should have capability to dip into such database to ascertain if the CLI belongs to third level of segment stated above. If found to be true, the call will be routed to the relevant IVRS tree branch or the third segment agents. **No call should enter into the third segment without dipping into the database.** BSNL at its discretion, may ask to introduce additional options like Press “3” for 3G Service, etc.

The profile of agents required to serve these segments is defined as follows:

- 2.1.1 **Entry level segment:** Serving Pre-paid subscribers with entry level agents, who should be minimum under Graduate/ Graduate with Computer literacy (MS Office etc.).
- 2.1.2 **Second level segment:** These Agents will serve Post-paid subscribers and will have minimum 3 months experience at Entry level and will come to this level by promotion. In the beginning, agents with 3 months experience will not be available and hence the clause will not be strictly applicable for first six months. However, CCF will deploy agents with at least 3 months experience in any other call center.
- 2.1.3 **Third level segment:** These Agents will serve franchisees/ Commercially Important Customers (CICs)/ Corporate users or will deal with important segment of BSNL services like 3G etc. and will have minimum 3 months experience at second level and will come to this level by promotion. In the beginning, agents with 3 months experience will not be available and hence the clause will not be strictly applicable for first six months. However, CCF will deploy agents with at least 6 months experience in any other call center. It is worth mentioning here that CRM should store Mobile number of franchisees, CICs and corporate users, based on input given by BSNL.



3. INFRASTRUCTURE & EQUIPMENT

- 3.1 The Call centers shall be owned (or lease rented for at least 5 years), installed and maintained by the CCF. The floor space /power with backup/ light/ security/ transportation/ accessibility to the infrastructure etc. shall be provided by the CCF.
- 3.2 There should be a minimum of two hours Battery backup followed with Generator back up with redundancy to operate complete infrastructure
- 3.3 The infrastructure may be provided with suitable fire detection and fire fighting equipments as per the laws.
- 3.4 The CCF shall carry out the job using resources including manpower, call center agents, call center equipment's EPABX, CTI, ACD, IVRS, Fax machines and all other necessary hardware and software at its own cost.
- 3.5 The capacity of Servers, EPBX, IVRS, announcement cards & E1 Ports should be sufficient not only for current traffic/subscriber base but it should be scalable/ upgradeable seamlessly, both from hardware and software point of view, to meet the future requirement and SLA parameters during currency of the contract.
- 3.6 The Call Center shall be implemented using a technology, which allows a Multi-site, Multi-channel networked Call Center configuration with the provision to dynamically divert/re-route calls from a given Call Center to another Call Center in future within a zone as a Disaster Recovery measure & maintain the specified SLAs. There should be provision to see consolidated hourly report of all calls including overflow & networked calls for supervisory personnel. This feature will enable BSNL to efficiently manage instances of sudden increase in call traffic in the event of accidents, natural calamities etc.
- 3.7 Transmission media i.e. EI to connect switches and IP based (MPLS) connectivity for integration with other networks elements as well as other Call Centers between BSNL switches/ servers & CCF equipment will be provided by BSNL in consultation with the CCF. Media required to integrate all 4 Call Centers will also be provided by BSNL.
- 3.8 The CCF shall specify its project implementation plan along with full details of the system, equipment, capacity and other details as required for technical evaluation and shall subsequently ensure full compliance.
- 3.9 For monitoring the performance of Call center, the successful bidder shall submit the standard report formats required to measure/ verify the various SLAs. In absence of live traffic before commissioning, sample calls to the extent of 10,000 will be arranged by the CCF to demonstrate satisfactory services/ MIS/ invoice verification.
- 3.10 The Call Center should support Interactive Voice Response System (IVRS), which shall logically be front-end for all incoming calls and process them in accordance with a pre-configured call-flow. In case, user wants to talk to agent at any stage of the IVRS tree & presses pre-designated digit, accordingly call transfer to the agent would be made by IVRS/ PBX system.
- 3.11 The IVRS system should also be capable of accepting online payments through credit card (in secure mode, without any human interaction required).
- 3.12 The Call Center should support Automatic Call Distribution (ACD) and Automatic Call Routing on the basis of pre-configured Call flow to different segment levels i.e Pre-paid,



Post-paid & CIC Class, Agent's skill-set, Agent's availability, Home Call Center in case of Calling subscriber in roaming etc.

- 3.13 Adequate number of IVRS/ ACD ports to be provided to ensure that all calls meant for the Call Center are able to reach the Call Center and are not lost at the MSC/ TAX of BSNL. These may be in the minimum ratio of 1:1 with respect to E1 channels.
- 3.14 CCF shall provide IP Phone/ Soft phone application as well as a computer workstation for agents with the requisite Agent & CTI application. Excellent quality headsets with background noise cancellation feature should be provided to agents.
- 3.15 The IVRS system should also be capable to have CCS#7 trunk (signalling) with BSNL MSCs/switches for delivering voice calls or vice versa.

4. IVRS

- 4.1 There shall be separate IVR content/tree structure, may be virtually partitioned in the same system, for GSM based subscribers, for CDMA based subscribers and for Wimax or other subscribers.
- 4.2 The CCF shall ensure that a minimum % of the total calls reaching the Call Center are satisfactorily served by the IVRS, this shall also be tracked by the SLAs / KPI. Based on top ten queries during the month, the CCF will suggest changes and customization in IVRS content/tree structure. The same will be implemented after approval by BSNL.
- 4.3 There shall be provision to measure satisfaction of IVRS content and quality by enabling subscribers to press some digit like 'star', if he or she is not satisfied with the IVRS information.
- 4.4 There should be option available to the subscriber to opt for talking to agent by pressing pre-defined digit any time during the IVRS announcements.
- 4.5 There should also be an option available in each menu (after first layer) for customer to opt for giving feedback on his/her interaction.
- 4.6 The IVRS should be capable of accepting online payment through debit / credit cards with required security features from maximum upto 10 payment Gateways, which will be arranged by BSNL,. Initially these will be used for accepting postpaid bill payments, but should be extendable to any other service required.
- 4.7 The IVRS should also announce expected customer's queue waiting time when he/she has requested for agent and is waiting to be attended by one.
- 4.8 The CCF shall modify the IVR content/ tree within 3 working days from the approval by BSNL. The professional and uniform recording process should not be delayed beyond 4 weeks, else suitable penalty upto 0.25% of monthly billed amount per week of delay, is liable to be imposed.
- 4.9 The CCF shall ensure circle-wise recording of IVRS content relating to greeting/ general announcement, service/ product information, schemes etc. in different languages, popularly prevailing in the Circles served by the Call Center, apart from in Hindi and English. Recording shall be in professional's voice.
- 4.10 Based on selection of language in the IVRS and intention of subscriber to talk to agent, the call will be transferred to the agent proficient in the language selected by the subscriber. CCF shall deploy sufficient number of agents with required language proficiency as per demographic profile of the Circles served by the Call Center.
- 4.11 The Call Center shall support Queuing of calls with the facility of Queue jumping by special category callers. Caller should be given an option to record a Voice message, if his/her turn in queue exceeds 50+ customers. Such callers might be later served by OBD



team, as directed by BSNL from time to time.

- 4.12 The Call Center shall provide facility of configuring announcements to the customer such as welcome message, information and shall update the customer with the current queue status at regular intervals, to be defined by BSNL. It shall be possible to configure advertisements during the waiting period. The content and time period for advertisements shall be decided by BSNL.

5. INTEGRATION

- 5.1 CCF will develop the necessary Enterprise Application Integration Server (EAI server) or equivalent involving online retrieval of data from BSNL's backend systems mentioned in this document.
- 5.2 CCF shall ensure integration of its servers or PBX and IVRS etc. with the Back End systems of BSNL, which includes, but not limited to Billing & Customer Care system (Make:Comverse at Kolkata), Intelligent Network systems (Make: Ericsson & Alcatel-Lucent for GSM at Kolkata/Cuttack and ZTE for CDMA at Kolkata), Voucher Management System (Make: Ericsson at Kolkata & Alcatel-Lucent at Kolkata/Cuttack), SMSC (Make:Comverse, TeleDNA & ZTE at Kolkata), Over the Air Server (OTA) Make: Smart Trust & Gi-De at Kolkata, Service Delivery Platform(Make-Ericsson at Kolkata, OMCs Operations & Maintenance Centers (Make: Ericsson & ZTE at multiple locations i.e one per Circle), Location based Systems, Centralized VAS Provisioning System, BSNL Tunes/ Premium Ring Back Tone Servers (Make: M/s OnMobile at multiple locations i.e. one per Circle), Sancharsoft (BSNL software) servers at Kolkata, C-Topup system (solution of M/s Pyro) at Kolkata, BSNL Web-portal at Hyderabad, Single View Application of Micro-soft at Kolkatta and PDNC servers at Hyderabad.
- 5.3 As the BSNL's network is being continuously augmented, the CCF will have to ensure integration within a period of three months from the date of letter from BSNL with new network element as and when added by BSNL with no cost implication to BSNL. Failing which penalty as envisaged in clause 16.2 of EOI will be applicable.
- 5.4 BSNL will arrange to provide APIs to facilitate integration with these network elements. In case of addition of network element (s) or change in the make or technology at any time during the contract, CCF shall integrate with the same without any cost to BSNL.
- 5.5 Agents may be provided with limited access by BSNL to modify certain parameters in the network elements/ facility of subscribers including handset settings through CRM to enable resolution of complaint at first point of contact.
- 5.6 This integration of systems would be used for giving access to agents to some systems that would help them in solving customer complaints on call itself.
- 5.7 CCF shall be responsible for integrating its systems with any new systems that BSNL implements in its backend during the period of this contract, with no cost implication to BSNL .
- 5.8 The CCF shall provide the requisite Network Security infrastructure such as Firewalls, Intrusion Prevention System (IPS) and/ or Anti-Virus System at each Call Center for connectivity with BSNL Network.

6. MONITORING

- 6.1 CCF shall provide 5 positions, at each Call Center to be manned by BSNL support group officials, to be seated in call center premises itself, with system support including hardware/software for better timely resolution of query/complaints and also to monitor/



record the individual conversations of any agent.

- 6.2 BSNL monitoring team should be provided administration level permissions to access all sub-systems/ servers (including IVRS, CRM, ACD) to monitor & generate reports including those required for cross-verification of SLAs and related payments. BSNL may also deploy tools to monitor performance of various systems to rule out any possibility of tempering with data likely to affect billing of CCF.
- 6.3 CCF shall provide a cabin in the Call Center premises, of suitable size for seating of the BSNL officer in-charge of the Call Center and one bigger cabin for the other BSNL officers/ staff (limited up to 4 persons) posted in the Call Center.
- 6.4 CCF shall also provide application for remote Barge-in at least at two locations in each Circle served by the Call Center. For this, BSNL will provide required PC/ Laptop and transmission media link, which could be dedicated link or dialup based.
- 6.5 It should be possible to remotely monitor performance on all SLAs/ KPIs and also of all the applications provided by the system i.e. real time ACD statistics, calls in queue, number of agents logged in, number of agents abandoned answered calls, query of the call logs of a particular customer etc. by designated Call Center Circle wise coordinator or Call Center in-charge.
- 6.6 Daily testing of each E1 shall be carried out at Call Center end by CCF and report about faulty E1 and also status of Busy Hour Call Attempt (BHCA) shall be provided to Call Center in-charge on daily basis.
- 6.7 E-mail and/ or SMS alerts to be sent to designated BSNL authorities in case of requisite performance parameter is not met, say un-answered calls going beyond specified percentage or abnormal rise in number of a type of calls or queries.

7. CUSTOMER RELATIONSHIP MANAGEMENT (CRM)

- 7.1 CCF shall deploy its own Customer Relationship Management (CRM) software, customized as per BSNL requirement; to take care of all the services required to be serviced by Agents/IVRS. CRM shall maintain profile of subscribers and will also obtain subscriber data from Billing server. All other standard/ application software required to run the Call Center and meet SLAs shall be developed or provided by the CCF.
- 7.2 The CTI/ CRM functionality shall support relevant screen pop-ups, to the agent along with the details of the previous calls during the last 30 days, on the agents desktop on the basis of CLI, DNIS (Dialed number identification sequence) etc. The agent application shall be GUI based.
- 7.3 CRM shall have a subscriber interface available through BSNL website/ e-mail to enable subscribers to view and track the status of his/her complaint. A web server should be provided, which enables subscriber to have on-line response on his/her query/complaint.
- 7.4 CRM shall support SMS, Email, FAX and Web based complaint lodging / resolution/ giving feedback / registration of new demand/services/ facilities. Adequate number of agents will be deployed to cater for the same so as to ensure that satisfactory response is given within 24 hours via SMS / email / call back, as defined by BSNL & CCF jointly.
- 7.5 Agent should capture / log **every** query / compliant / demand lead / input in the CRM system which should be easily accessible by BSNL officials/ Point of sales at various locations. CRM should also support report generation on the same.
- 7.6 A help tool should appear before the agent containing the probable queries and their



responses, on choosing of a particular category of query / complaint to aid the agent to respond effectively and efficiently.

- 7.7 CRM shall support SMS, email and Web based lead/ complaint tracking/ response feature. BSNL will provide connectivity & access of SMSC for sending/receiving SMS through SMPP gateway. It is expected that CRM should automatically generate at least 2 SMSs i.e one for booking of demand/ complaint and second on disposal of case/ complaint. CRM should be able to send additional SMS based on BSNL requirement.
- 7.8 Functionality should also be capable of taking customer satisfaction feedback on SMS/ Web. CRM shall be capable of generating SMS in respect of select subscribers like every 5th or 10th caller who spoke to agent, to get a feedback about quality of response and satisfaction level. The criteria for defining select subscribers will be as decided by BSNL from time to time. The response may come to CRM server or to BSNL server located remotely as decided by BSNL from time to time. This feature will be used to have assessment of the quality of call center service.
- 7.9 CCF should build a FAQ database / knowledge bank and step by step query resolution workflow based on commonly asked queries/ complaints/ feedback e.g. configuring features in a handset to use SMS etc., WAP, UMS, GPRS Features and settings.
- 7.10 Agents should be able to control the telephony features from the agent application like login, logout, away, pick-up, conference, and transfer to another agent or to supervisor. Screen pop - ups should be multi colored. Queries or call priorities should be recognized by the color of the pop – up. Entire login, logout, away, total call handled, duration of calls, data of the agent should be captured and produced as reports as per requirement of BSNL.
- 7.11 In case the waiting time for subscriber for speaking to agents exceeds 120 seconds, an option will be given to the caller to register his request for agent call back. In case subscriber wishes to stop waiting and registers for the said option, an announcement will be played to subscriber that an agent will call him back shortly. Thereafter the call center agent (catering to the said subscriber segment) will make outgoing call to the subscriber. The maximum call back time will be as defined by BSNL from time to time.
- 7.12 Self care options will be provided to subscribers through IVRS to the extent possible in consultation with BSNL.
- 7.13 If call meant for different segment, lands on to the agent of one segment, it should be possible to transfer the call to relevant IVRS or Agent without disconnection of the call.
- 7.14 None of the software/application shall be of Open Source architecture to be used by the CCF for call centre operation. Also, the **bidder has to submit complete solution document with specifications of the technical system like IVRS, ACD, CTI, Dialer, DNIS, CRM, Trouble Ticketing Software etc for evaluation by BSNL.**

8. AGENTS or CUSTOMER SERVICE ASSOCIATES

- 8.1 CCF shall deploy adequate number of agents for each of the languages spoken in the circles served by the Call Center. Agents should be fluent to speak & understand/ answer in the language for which they are deployed.
- 8.2 Agents will be fully trained in class rooms with adequate exposure to CRM terminals so as to make them fully confident not only to answer different type of queries asked by the subscribers but also guide them to opt for BSNL products/ services/ promotional schemes/



handset configurations, especially for GPRS, international roaming etc.

- 8.3 Deployment of Agents shall be distributed among different shifts in such a way that defined KPI / SLA is met even on hourly basis round the clock.
- 8.4 Some of the agents are to be deployed for out-bound calling, on same terms & conditions, to get response on repeat callers/Lost in queue/Welcome call/Plan up-selling/Customer satisfaction survey/GPRS or for any other VAS, as desired by BSNL.
- 8.5 If complaint is received against any of the CCF's staff or his/her performance is found to be lacking in the opinion of BSNL then CCF will be informed about complaint(s)/performance deficiencies and CCF would be required to take necessary remedial action. Failure to act on CCF's part will attract penal provisions.
- 8.6 The CCF shall necessarily comply with various provisions in Labor Laws as may be applicable now and in future. Any violation in this regard, will empower BSNL, being principal employer, to take all possible corrective actions and recover the cost of such actions from the CCF and also terminate the contract, if need be. BSNL shall not be liable for any action taken/grievance made by the staff of CCF under the provisions of labour laws. There will not be any employer/employee relationship between BSNL and staff of CCF.

9. REPORTS

- 9.1 The CCF shall generate standard reports including reports to verify KPI & SLA parameters. In addition, it should also be capable of generating customized reports/ MIS as per BSNL requirement. Reports should also be available in web-enabled format & should be configurable to be e-mailed to a defined mailing list.
- 9.2 System should be able to generate reports based on time period, type of complaints/ queries/ demand/ analysis, Zonal/ Circle/ SSA/ City wise, Repeat request or complaints analysis, Call response and waiting time, disposal rate by IVRS and Agents, Lost calls, system/ position log on-off or breakdowns, Hourly call details, Outbound report, complaints pending for more than hour (s), 2/ 3/ 5/ 7 days, Monthly MIS, Call Barge-in report, SLA reports and any other report as per BSNL's requirement.
- 9.3 Apart from the reports requested by BSNL, the bidding firms may also suggest some other example report formats that could be useful for managing call center operations.
- 9.4 The report format shall be flexible and shall be available either in xls, txt or any other user-friendly structure including graphics depending on the request of the BSNL from time to time.
- 9.5 A subscriber may have multiple queries in a single call. It should be feasible to have multiple tagging for such calls so as to assess correct quantity of different type of queries required for ABC analysis.
- 9.6 The CCF shall provide on-line updated information Dashboards & secured web-pages, customized as per BSNL requirement for the BSNL managerial staff to monitor key performance indicators and to gather information on SLA metrics on a real time basis. Reports should be available remotely also at different monitoring centers in BSNL through electronic means like web based access with password security and e-mails etc. The report should include latest data, if the authorized report seeker does not specify period.
- 9.7 CCF shall be responsible for development and implementation of the requisite application for hosting / updating of other information (i.e. information not available in the BSNL's Backend systems like FAQ, service details etc. in its system as well as on website notified by BSNL.

**10. COMPLAINT HANDLING**

- 10.1 Unique docket number will be generated by the Call Center system for each complaint/query, which will be tagged/ classified based on type of service/ complaint. For example, it may be of 9 digits; 1st letter indicating month starting with A for January and L for December, 2nd & 3rd digits ranging from 01 to 31 to indicate day of the month, 4th digit may specify the Circle and remaining five digits may be serial number of complaint starting from 00001 to 99999.
- 10.2 Subscriber Complaints and Reports should be escalated through BSNL WAN, SMS and web to different Nodal officers/ next levels spread across various places/ cities in BSNL Circles. The system should be capable of meeting this requirement near on-line to facilitate BSNL personnel sitting remotely to see & update the complaint/ report any time.
- 10.3 It should be possible to generate SMS to the Nodal officers, who did not login for a pre-defined period say for more than 24 hours, to view and resolve pending complaints and also to their controlling officer (s).
- 10.4 The docket generation system should also be capable of tracking the status of tickets at all stages. It should capture timestamps for each status change so that MIS reports can be generated on time taken at each stage for resolution of any complaint.
- 10.5 CCF should submit monthly review report on action taken and proposed action to improve efficiency of Call Center and overall customer satisfaction.
- 10.6 CCF shall enter in to a Non –disclosure agreement with BSNL as part of main agreement.
- 10.7 It should be possible for the resolution teams to re-assign complaints to a high level resolution team, in cases where the complaint has been wrongly assigned to some resolution teams.

11. ROLE OF BSNL

- 11.1 BSNL will nominate a Project officer, Nodal officer (s) and necessary staff for day-to-day monitoring as well as quality audits at periodic intervals for each Call Center.
- 11.2 BSNL shall define the reporting/MIS formats and the associated time schedules.
- 11.3 BSNL will provide transmission media connectivity of CCF to various network elements and also to the other Call Centers in the zone, which can be utilized during emergencies.
- 11.4 BSNL will configure, in its own network elements, and provide EI connectivity between BSNL server/data to CCF switches. However, the CCF will provide equipment like router/ LAN etc. required at the Call Center end.
- 11.5 BSNL will give necessary accesses to their Back End systems on-line with open API interface through secured connection for integration purpose.
- 11.6 BSNL will provide toll-free access number 1502 for CDMA & WiMax and 1503 for GSM/ 3G subscribers, Long access codes like 1800 180 1502 for CDMA and 1800 180 1503 for GSM/ 3G subscribers or 9422024365,1507 for Televerification of new CAF ,155223 for centralized VAS deactivation service, various SMS codes and E-mail address to its subscribers to access the Call Center.

12. IMPORTANT REQUIREMENTS: The Call Center Solution shall support following features:

- a) Call switching (PBX), incoming & outgoing routes and trunks
- b) Interactive Voice Response System (IVRS)/ Fax on demand
- c) Call monitoring and recording
- d) ACD salient features:



- (i) Call processing through scripting
 - (ii) Skill based routing (The call from premium customers should be routed to highly informed/ skilled agents)
 - (iii) Agent/supervisor/Sr. supervisor call handling features.
 - (iv) Real time display filter.
 - (v) Graphic real time display.
 - (vi) Thresholds.
 - (vii) Data statistics
 - (viii) Grid display (Agent)
 - (ix) Map display (Agent)
 - (x) CRM integrated with CLI screen Pop UP
 - (xi) Trouble ticketing software with every incoming Call
- 12.1 The Call Center should have a call logging facility to record all calls handled by agents (Inbound and outbound) and store the same for next 45 days with retrieval facility to BSNL. A sample of these calls will then be graded by the call quality audit team from BSNL against pre-decided parameters as mentioned in call observation **Annexure VIII**
- 12.2 CCF should provide Supervisory application to enable supervisors to monitor and manage the functioning of the call center resources such as Agents, call routing, call flow, message/announcements etc. The supervisory application should include features of workforce management like create / modify agent profiles, agent optimization etc.
- 12.3 The Reporting server should support standard as well as customized reports on the performance of various call center components including performance of agents. IVRS, ACD, etc, and performance statistic such as average speed of answer, average queuing time, peak busy hour calls etc. The reporting server shall also generate reports on the quantum and type of calls serviced during different time periods. Reporting server shall support exception reports & notification for individual agent & agent groups. Reporting server shall be sized to store data for at least one year.
- 12.4 Following is the indicative list of reports anticipated:
- 12.4.1 Activity code reports Activity code By Agent Activity code By Application
Not Ready Reason Code by Agent.
- 12.4.2 Agent Reports
Agent Average Calls per Hour
Agent by Activity Code
Agent By Application Performance
Agent By skill performance
Agent DN performance
Agent Login/Logout
Agent Network/NACD Activity
Agent performance
Agent Short Calls
Agent Transferred /Conference Activity
- 12.4.3 APPLICATION REPORTS Application by Activity Code
Application By skill set
Application Call Treatment
Application Delay Before Abandon
Application Delay Before Answer
Application Performance



- 12.4.4 Call by call Reports Call-by-Call statistics
- 12.4.5 Resource Reports DNIS Performance Route Performance Trunk Performance DNIS statistics
 - Music/ RAN Route Statistics Skill Set Reports
 - Skill Set Performance Skill Set By Application
- 12.5 Wall Board display/ LCD based display system for real-time monitoring statistics in the Call Center be provided by CCF.
- 12.6 CCF shall deploy its own Trouble Ticketing Software (TTS) customized as per BSNL requirement. The dockets after booking by the agents shall be distributed to the concerned maintenance personal of the SSA, Circle units and the Nodal centre as per the escalation matrix. There shall be provision of entering interim comments and final restoration in the TTS. TTS shall be closely integrated with the CRM. As soon as the dockets are tagged by agents, it will get automatically updated in the TTS and gets distributed as per the escalation matrix. Any updation of a docket in TTS shall automatically get updated in CRM for agents to reply to customers. Again, the TTS should support re-routing of docket in case of wrong tagging.

13. MANAGEMENT OF CALL CENTER FOR QUALITY OF SERVICE (QoS)

- 13.1.1 All components including the technology platform, basic infrastructure, network connectivity and application architecture should be designed and implemented with service quality as a basic consideration.
- 13.1.2 The SLA would be built around defining this customer value and enabling its delivery. Specification of Average performance parameters in the SLA do not mean that the cases of prolonged or repeated failures in the same system could be tolerated or ignored.
- 13.1.3 Corrective action should include problem escalation, resolution and notification to related stakeholders. The CCF should adhere to the Service level metric, Measurement Formula, Measurement interval, Reporting interval, Data Sources, escalation activity and penalties / Rewards. Periodic review of the all the Service level parameters is also very essential.
- 13.1.4 The list is only indicative in nature and BSNL retains the complete rights for modifying, adding or deleting any additional conditions or parameters as the operation progresses based on the emerging trends and performance of various aspects of the operation. Sub-optimal performance by the CCF w.r.t. the SLA shall attract penalties and sustained poor performances may also result in termination of this agreement.
- 13.1.5 BSNL strongly believe that the Customer Care Executives (CCE) are true brand ambassadors for the organization.

14. TRAI BENCHMARKS - TRAI has notified benchmark for response time to the customer for assistance, on 20.03.2009 and the same are as stated below. TRAI Benchmarks as applicable / revised by TRAI during the period of contract, shall have to be complied with by the CCF:

- (i) Accessibility of Call Centre number i.e. % age of calls answered which basically mean that the calls should get connected and answered. The benchmark is that minimum 95% calls to be connected successfully and not more than 5% calls shall encounter congestion or busy signal or no reply or any other failure.
- (ii) % age of calls answered by operators (voice to voice) within 60 seconds = 90% and not more than 5% calls shall encounter busy signal or no reply or any other failure in getting connected to operator.

**15. Outbound calling facilities**

The CCF shall also provide integrated outbound calling capability with a specified number of agents dedicated for making outbound calls.

The agent requirement and types of outbound calls to be made shall be defined by BSNL and CCF joint committee periodically. The initial set of outbound calling capabilities required is as follows

1. Marketing / sales calls: Telemarketing for new BSNL services (3G etc.) including upselling.
2. Customer Retention calls: The call center should be equipped to make calls to customers for the purpose of retaining them with BSNL. BSNL will regularly generate list of customers who are likely to churn out of BSNL and sufficient number of skilled call center agents should be available to call these customers for the purpose of retention.
3. Customer satisfaction survey: Calls to customers who are not satisfied with customer service (those who rate service at 1 or 2 on the four point scale). The quantum of such calls shall not exceed 20% of total subscriber calls.
4. MNP Televerification calls : Calls to MNP customers (porting-in to BSNL) for verification of new CAF before break-make process.
5. Monitoring / Audit calls: By call center agents or BSNL personnel to check the customer's satisfaction with the complaints that are marked 'resolved'. The quantum of such calls shall not exceed 10% of total complaint volume (generally 5% of total customer call volume)
6. Calls to repeat callers: Outbound calls to identify reasons behind repeat calls from customers.
7. Welcome calls: The call center should make outbound calls to all new mobile customers added each month.
8. First bill explanation calls: These calls are to be made to new customers when their first bill is generated.
9. Call back for trouble shooting of Complaints
10. Call made to seek clarification from customer in case complaint was not correctly / specifically recorded in the first instance.
11. Calls will be made to each of the inbound callers whose inbound calls were not answered by the CCF agent and the call waiting time was more than 90 seconds. Such call will be made within 24 hours of such incoming Call.
12. Call back for response to emails / SMS / FAX / comments / complaints via web, etc.

**PRICE SCHEDULE**

I/ We/ M/s.....offer
following price for providing professionally managed Call Center service to BSNL:

Sl.No.	Pricing component	Pricing metric	Unit rate	Unit rate in Words
1.	Charges for handling inbound calls by agents (Duration of agent answered calls to be counted After deducting the duration of the said Calls handled by the IVRS)	Per connect minute	Rs	Rs

Note:

- 1 Rate for handling calls on IVRS will be on per connect minute basis. This rate will be 0.15 of the rate quoted above for handling inbound calls. IVRS calls to be counted after deducting the Calls answered by the agents. IVRS portion of any call which has been handled by an agent will not be payable. In such a case, payment will be made based on MOU period at agent only. Payment for only those IVRS calls will be made which are not handled by the agents.
- 2 Rate for making outbound calls for which payment is to be made to the CCF will be on per connect minute basis. This rate will be same as that quoted above for inbound calls.
- 3 The rate is inclusive of all statutory levies, duties and taxes but excluding Service Tax, as may be applicable during period of contract.
- 4 The rate should be limited to 2 decimal points only.
- 5 In case of variation between rate mentioned in figures & words, the amount in words shall prevail.



- 6 The above rates shall be subject to pricing conditions as mentioned in para 18 (pricing terms) of section 1.
- 7 The above rates cover the complete scope of work mentioned in the document.

(Signature of Authorized Signatory)

Name.....

Official Seal



PERFORMANCE SECURITY GURANTEE BOND

(To be typed on Rs.100/- non-judicial stamp paper)

Dated:.....

Sub: Performance guarantee.

Whereas CGMT Odisha Telecom Cirlce, Bhubaneswar (hereafter referred to as BSNL) has issued an APO no. Dated/...../20..... awarding the work of to M/s R/o

..... (hereafter referred to as “Bidder”) and BSNL has asked him to submit a performance guarantee in favour of CGMT Odisha Telecom Cirlce, Bhubaneswar of Rs./- (hereafter referred to as “P.G. Amount”) valid up to/...../20.....(hereafter referred to as “Validity Date”)

Now at the request of the Bidder, We BankBranch having (Address) and Regd. office address as (Hereinafter called ‘the Bank’’) agreed to give this guarantee as hereinafter contained:

2. We, “the Bank” do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being



EOI No: GM/CMTS/EOI/WSCC/2013-14/

Dated 31.07.2013

granted to Bidder or through any forbearance, act or omission on the part of or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

- 6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
- 7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of **“AO (Cash) O/o GM(CMTS), BSNL Odisha Telecom Circle,Bhubaneswar “payable at Bhubaneswar.**
- 8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers



PROFORMA FOR DECLARATION BY FIRM

I/we S/o.....
r/o.....hereby certify that none of my
relative(s) as defined in the Proposal document is/ are employed in BSNL unit as per details given
in Proposal document. In case at any stage, it is found that the information given by me is false/
incorrect, BSNL shall have the absolute right to take any action as deemed fit/ without prior
intimation to me

Signature & Seal of Firm

Name & full Address of the Firm.

.....
.....
.....



Details about the Firm

1. Full name of the firm : -----
(In capital letters) -----
2. Firm address : -----

3. (A) Telephone No. : Off ----- Res. -----
(B) Fax No. : -----
4. Is the firm proprietary : -----
/Partnership/Ltd. /Pvt. Ltd.
5. Names of Proprietor or : -----
Partners/Directors
(Address and contact
telephone Numbers)
6. Brief description of : -----
Work carried out by the -----
Firm in last three years -----
With name of clients,
Nature and value of work
Done for each.
(Please attach extra sheet if necessary)
7. Is the firm registered: -----
With any Government/ -----
Semi government undertakings
If so furnish details of
Registration.
8. Has the firm been : -----
Black listed -----
By any organization, -----
If so attach the details
Of the same.
9. Income Tax Account NO. : -----
/PAN number
10. Service Tax registration No. -----
11. Registration Details for EPF



12. I undertake to comply with all the terms & conditions of this EOI and to successfully & timely carry out the entire scope of work mentioned in the EOI to the satisfaction of BSNL.

13. It is hereby certified that M/s(The bidding Firm herein)

(i) Is not a Licensed Telecom Service Provider to provide Basic Services/ Cellular Telephony Services/ Internet Services/ UASL/ NLD/ ILD Services anywhere in India

(ii) does not have controlling equity stake (10% or more), or vice versa, in and of any Basic Services/ Cellular Telephony Services/ Internet Services/ UASL/ NLD/ ILD Services operating companies in India or their promoters.

(iii) has never been black-listed by central/ state governments/ PSUs.

I hereby certify that the above-mentioned particulars are true and correct.

Signature of Authorized Signatory .
Name of Authorized Signatory
Company Stamp

Details of Authorized Signatory

- (i) Designation
- (ii) Phone No. , Mobile No. , Fax No.
- (iii) Email :-
- (iv) Postal address



MUTUAL NON-DISCLOSURE AGREEMENT

(To be signed on 100 Rs. Stamp Paper)

This Agreement is made as of the200 between BHARAT SANCHAR NIGAM LIMITED (BSNL) Odisha Telecom Circle Bhubaneswar

Government of India Enterprise, having its registered office and Corporate office at **Bharat Sanchar Bhavan, Harish Chandra Mathur Lane Janpath, New Delhi-110001** hereinafter called BSNL which expression shall unless repugnant to the subject or the context n mean and included its successors, nominees or assigns and M/s

..... a company incorporated under the Indian Companies Act, 1956, and having its registered office at

..... herein after called “.....” which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas in order to pursue the mutual business purpose of this project of this particular project as specified in **Exhibit A**(the “Business Purpose”), BSNL and M/S..... recognize that there is a need to disclose to one another certain information, as defined in para I below, of each party to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the other party’s disclosure of such information, each party agrees as follows :

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, including information listed in Exhibit A attached hereto and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party (“Confidential Information”). Information consists of all type of data related to BSNL mobile customers/services obtained by CCF either through Back End system or directly received from BSNL , certain specifications and/or technical information, and all copies and derivatives containing such Information, that may be disclosed to one another for an during the purpose, which a party considers proprietary or confidential (“Information”). Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced and it must be reduced to writing and furnished to the receiving party within thirty (30) days of the initial disclosure.
2. M/s and BSNL hereby agreed at during the Confidentiality period:
 - a) The receiving party shall use Information only for the Purpose, shall hold information in confidence using the same degree of care as it normally exercises to protect its own proprietary



information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined in exhibit A, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce information only to the extent essential to fulfilling the purpose, and shall prevent disclosure of information to third parties. The receiving party may, however, disclose the information to its consultants and contractors with a need to know; provided that by doing so, the receiving party agrees to bind those consultants and contractors to terms at least as restrictive as those stated herein, advise them of their obligations and indemnify the disclosing party for any breach of those obligations.

b) Upon the disclosing party's request, the receiving party shall either return to the disclosing party all information or shall certify to the disclosing party that all media containing information have been destroyed. Provided, however, that an archival copy of the information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the information.

3. The foregoing restrictions on each party's use or disclosure of information shall not apply to information that the receiving party can demonstrate :

- a) was independently developed by or for the receiving party without reference to the information, or was received without restrictions; or
- b) has become generally available to the public without breach of confidentiality obligations of the receiving party; or
- c) was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or
- d) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonable cooperates with the disclosing party's efforts to secure an appropriate protective order; or
- e) is disclosed with the prior consent of the disclosing party; or
- f) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or
- g) the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.

4. Each party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Each party agrees to comply with any and all terms & conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.

5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.



6. Each party recognizes and agrees that all of the disclosing party's Confidential Information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
7. Access to Information hereunder shall not preclude an individual who has seen such information for the purposes of this Agreement from working on future projects for the receiving party which relate to similar subject matters, provided that such individual does not make reference to the information and does not copy the substance of the information during the Confidentiality Period. Furthermore, nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know-how developed by the receiving party's personnel under this Agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the information.
8. As between the parties, all information shall remain the property of the disclosing party. By disclosing information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copy right, mask work protection right, trade secret or any other intellectual property right. **THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION.** Execution of this Agreement and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.
9. Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.
10. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
11. All the disputes, differences, controversies / differences of opinions, breaches and violation arising from or related to the agreement arises out of this Agreement between parties then same shall be resolved by mutual discussions / reconciliations in good faith.

If the dispute, difference, controversies / differences of opinions, breaches and violation arising from or related to the agreement cannot be resolved within 60 (sixty) days of commencement of reconciliations/discussions, then the same will be referred to two arbitrators, one to be appointed by each party, with an umpire to be appointed by the two said arbitrators and the arbitration will be governed by the Arbitration and Conciliation Act, 1996 of India or any statutory modification or re-enactment thereof or any rules made thereof. The arbitration proceedings shall be in English language. The venue of arbitration shall be Bhubaneswar, Odisha, India.”



This Agreement will be construed in interpreted and applied and governed in accordance with the laws of India. That in case of any dispute under this agreement the courts at Bhubaneswar, Kolkata, Patna and Guwahati for respective call centers alone will have the exclusive jurisdiction.

- 12. This Agreement and Exhibit A attached hereto constitutes the entire agreement of the parties with respect to the parties respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other party's written consent.
- 13. This Agreement will remain in effect for three years from the date of the last disclosure of Confidential Information, at which time it will terminate, unless extended by the disclosing party in writing.

IN WITNESS WHEREOF, the parties here to have executed this Agreement by their duly authorized officers or Representatives.

M/s	BHARAT SANCHAR NIGAM LIMITED
Signature	Signature
Printed Name	Printed Name
Title	Title

Exhibit-A

- 1. Business Purpose Installation and Operation of Call Centre for Mobile, other services of BSNL in East Zone



GLOSSARY

ACD	AUTOMATIC CALL DISTRIBUTION
API	APPLICATION PROGRAMMING INTERFACE
BSNL	BHARAT SANCHAR NIGAM LIMITED
CCF	CALL CENTRE FIRM
CTI	COMPUTER TELEPHONY INTEGRATION
DNI	DIALLED NUMBER IDENTIFICATION
DNI	DOMAIN NETWORK IDENTIFICATION
DNIS	DIALED NUMBER IDENTIFICATION SERVICE
GUI	GRAPHIC USER INTERFACE
IVRS	INTERACTIVE VOICE RESPONSE SYSTEM
SMS	SHORT MESSAGING SERVICE
WLL	WIRELESS IN LOCAL LOOP
VMS	VOICE MAIL SERVICE
UMS	UNIFIED MESSAGING SERVICE
GPRS	GENERAL PACKET RADIO SERVICE
WAP	WIRELESS APPLICATION PROTOCOL



Call Observation Form							
Call Details							
Call Category		Sub-Type		Date			
Talk time	xx sec		Post call work time		xx sec		
Agent Identification							
Agent Id Number	11111	Name		Process			
Observer Identification							
Employee Number		Name		Function		Other	
ID + Call Code	Combined Code	Category Code	Parameter Code	Parameter	Rating (1/0)	Weight	Score
Call Opening							
11111COPP1	COPP1	COP	P1	Greeted customer, Stated BSNL name, started call with a smile	1	6	6
11111COPP2	COPP2	COP	P2	Introduced self (first name)	1	4	4
11111COPP3	COPP3	COP	P3	Asked caller's name (first and last name)	1	4	4
11111COPP4	COPP4	COP	P4	Asked caller the required verification questions (if any)	1	2	2
Call Type Identification							
11111CTIP5	CTIP5	CTI	P5	Asked caller the purpose of the call	1	4	4
11111CTIP6	CTIP6	CTI	P6	Verified the purpose with the caller (paraphrase)	1	4	4
11111CTIP7	CTIP7	CTI	P7	Identified the call type and identified the process to be followed	1	4	4
11111CTIP8	CTIP8	CTI	P8	Identified the IT systems/tools to be used	1	2	2
Process Adherence							
11111PADP9	PADP9	PAD	P9	Followed all process steps/ activities in sequence	1	4	4
11111PADP10	PADP10	PAD	P10	Navigated the system without any errors (leading to increased call hold time)	1	2	2
11111PADP11	PADP11	PAD	P11	Procured the required information from customer	1	4	4
11111PADP12	PADP12	PAD	P12	Utilized all information & system access before Escalation	1	4	4
Verbal Contact							
11111VCTP13	VCTP13	VCT	P13	Used approved questions / language	1	4	4
11111VCTP14	VCTP14	VCT	P14	Demonstrated active listening skills	1	2	2
11111VCTP15	VCTP15	VCT	P15	Used confidence and empathy wordings	1	4	4
11111VCTP16	VCTP16	VCT	P16	Gave apology / reassurance / appropriate response	1	2	2
11111VCTP17	VCTP17	VCT	P17	Explained hold time or dead air	1	4	4
11111VCTP18	VCTP18	VCT	P18	Upheld BSNL's positive image	1	4	4
Call control							
11111CCNP19	CCNP19	CCN	P19	Maintained focus on caller's problem	1	4	4
11111CCNP20	CCNP20	CCN	P20	Identified other issues raised (if any) during the call and sequenced each issue	1	4	4
11111CCNP21	CCNP21	CCN	P21	Gave accurate information/next steps on each issue	1	6	6
11111CCNP22	CCNP22	CCN	P22	Transferred call appropriately (if required)	1	4	4
Call Closing							
11111CCLP23	CCLP23	CCL	P23	Gave SR number (if applicable)	1	4	4
11111CCLP24	CCLP24	CCL	P24	Thanked the caller for calling	1	4	4
11111CCLP25	CCLP25	CCL	P25	Waited for caller to hangup and Appropriately Closed the call	1	4	4
11111CCLP26	CCLP26	CCL	P26	Captured accurate notes in the CRM	1	6	6
Methodology for Scoring							Total Score
Assess the performance with yes (1) / no(0) for each parameter							100
The score is computed and displayed in the score column							

**Annexure IX****BID SECURITY FORM**

(To be typed on Rs.100/- non-judicial stamp paper)

Sub: Bid Security/EMD guarantee.

Whereas M/s R/o

..... (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs./- (hereafter known as the "B. G. Amount") valid up to / / 20.... (hereafter known as the "Validity date") in favour of CGMT BSNL Odisha Telecom Circle Bhubaneswar (Hereafter referred to as BSNL) for participation in the tender of work of vide tender no.

Now at the request of the Bidder, We Bank Branch having (Address) and Regd. office address as

..... (Hereinafter called "the Bank") agrees to give this guarantee as hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.
5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary



any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

- 6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the “B. G. Amount” and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
- 7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker’s Cheque in favour of “AO (Cash)O/o GM(CMTS) BSNL Odisha Telecom Circle Bhubaneswar ” payable at Bhubaneswar.
- 8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date: (Signature of the Bank Officer) Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers



**Wireless Call Center Performance Report for Kolkata/Bhubaneswar/Patna/Guwahati
Call Center, East Zone FOR BHUBANESWAR WS CC**

Sl.	Parameters	Unit	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12
1	GSM Subscriber base for the call center	No	4332076	4334297	4338471	4342280	4344311	4347794
2	Which Hour is TCBH	Hour	19.00-20.00	19.00-20.00	19.00-20.00	19.00-20.00	19.00-20.00	19.00-20.00
3	Call Attempts in MSCs/Day for the CC (averaged over the month)	Nos	44058	43278	43151	49006	49946	47424
4	Call Attempts in MSCs for the Call Center (averaged over the month) during TCBH	Nos	4020	4649	4354	4450	3928	3396
5	Call Attempts /100 Subscribers during TCBH	%	0.09	0.1	0.1	0.1	0.09	0.07
6	Average Holding time for disposal at IVRS itself	Sec	78.63	79.69	74.2	77.58	81.59	79.37
7	Average talk time for disposal by Agent	Sec	165.08	155.86	164.63	165.27	160.01	149.69
8	Number of complaints received/Month	Nos	64981	433429	43384	43422	60820	69564

Quarterly Performance Monitoring Report for CMTS of East Zone Circles (Qtr Ending Dec – 2012)

Sl	Parameters	TRAI Benchmark	Kolkata (WB, CTD, A&N)	Bhubaneswar (OR)	Patna (BH, JKD)	Guwahati (AS, NE-I, NE-II)
1	Accessibility of Call Center/ customer care	>=95%	96.3%	95.79%	80.25%	70%
2	Response time to the customer for Assistance	%age of Calls answered by Operator (voice to voice) within 60 sec >= 90%	97.3%	91.24%	96.41%	70%

**Annexure -XI****INTEGRITY PACT**

Between

Bharat Sanchar Nigam Limited (BSNL) / hereinafter referred to as “The Principal” And**.....hereinafter referred to as “The Bidder/Contractor****Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s. In order to achieve these goals, the Principal will appoint an Independent External

Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

(a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

(b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions

Section 2 – Commitments of the Bidder(s)/Contractor(s)

1) The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during



- (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronic.
 - (d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future Contracts

If the Bidder(s)/Contractor(s), before contract award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the defined procedure.

Section 4 – Compensation for Damages

- (i) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (ii) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to Security Deposit / Performance Bank Guarantee in addition to any other penalties/ recoveries as per terms and conditions of the tender.

Section 5 – Previous transgression

- (i) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anticorruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the



tender process or action can be taken as per the defined procedure.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

- (i) The principal will enter into agreements with identical conditions as this one with all Bidders/Contractors.
- (ii) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact.
- (iii) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating bidder(s)/ Contractor(s)/Subcontractor.

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Corporate Vigilance Office.

Section 8 – External Independent Monitor/Monitors

1. Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CGMT Odisha Circle of the BSNL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. Notwithstanding anything contained in this Section, the Bidder(s)/Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s)/Contractor(s) shall not be required to provide any data relating to its other customers, or any personnel or employee related date.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.



- 6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- 7. If the Monitor has reported to the CGMT Odisha Circle of the BSNL, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 7. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD BSNL.

Section 10 – Other provisions

- 1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document / contract shall not be applicable for any issue /dispute arising under Integrity Pact.
- 2. Changes and supplements as well as termination notices need to be made in writing.
- 3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
- 4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

 For the Principal
 Place.....
 Date.....

 for the Bidder/Contractor
 Witness 1:
 Witness 2:



ANNEXURE - XII

Separate table for - Entry Level, Second Level & Third Level

Date	Nos of Calls	No of Short Calls (<10secs)	Short call Duration	Total Duration (excluding short calls)	No of Repeat Calls	No of Unique Calls	Unique Call Duration	Repeat Call Duration	Allowed repeat call duration	Correction Factor for Call Count	No. of Billable Calls	Correction Factor for Call duration	ACHT	ACHT threshold of the segment	Billable ACHT	Billable duration
	A	B	C	D	E	F	G	H	I=Min(15 % of G, H)	X	J=X*[F+(min(15 % of F, E))]	Y	K=Y*{[(G+I)/[F+(min(15 % of F, E))]]}	L	M=Min(K,L)	N=J*M

For - IVRS Segment.

Date	Nos of Calls	No of Short Calls (<10secs)	Short call Duration	Total Duration (excluding short calls)	No of Calls excluding short calls	Correction Factor for Call Count	No. of Billable Calls	Correction Factor for Call duration	ACHT	ACHT threshold of the segment	Billable ACHT	Billable duration
	A	B	C	D	E = A-B	X	F=X*E	Y	G=Y*(D/E)	H	I=Min(G, H)	J=F*I

For - BSNL authorized Points of Sales as per Clause 18.4.7

Date	Nos of Calls	No of Short Calls (<10secs)	Short call Duration	Total Duration (excluding short calls)	No of Calls excluding short calls	Correction Factor for Call Count	No. of Billable Calls	Correction Factor for Call duration	ACHT	ACHT threshold of the segment	Billable ACHT	Billable duration
	A	B	C	D	E = A-B	X	F=X*E	Y	G=Y*(D/E)	H	I=Min(G, H)	J=F*I

For - Outbound call segment

Date	Nos of Calls	No of Short Calls (<10secs)	Short call Duration	Total Duration (excluding short calls)	No of Calls excluding short calls	Correction Factor for Call Count	No. of Billable Calls	Correction Factor for Call duration	ACHT	ACHT threshold of the segment	Billable ACHT	Billable duration
	A	B	C	D	E = A-B	X	F=X*E	Y	G=Y*(D/E)	H	I=Min(G, H)	J=F*I



Intentionally kept blank