



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

Office of the General Manager Berhampur BA
Berhampur-760001

**E-EOI (EXPRESSION OF INTEREST) DOCUMENT FOR OUTSOURCING OF
OPERATION AND MAINTENANCE OF BSNL CSCs, BERHAMPUR BA.**

EOI No: [BER-CSCs-OUTSOURCE/2023-24](#)

Dated: 24.04.2023

Name of Firm:

Name of the CSCs for which EOI is being submitted:.....

Start date of e-tender downloading:26.04.2023 18:00 HRS

Last date of Submission:17.05.2023 upto 13:30 HRS

Date of Opening: 18.05.2023 upto 14:30HRS

Cost of Tender Document: - Rs.1,180/-

(This includes Tender document Cost of Rs.1,000/- and GST @ 18% i.e. Rs.180/-)

NOTE: Each CSC is a separate EOI, One EOI form should be used for one CSC only.



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
O/o General Manger Berhampur BA
Berhampur -760001

EOI Enquiry No. : BER-CSCs-OUTSOURCE/2023-24

Dated 24.04.2023

Sub: Expression of Interest (EOI) for Operation and Maintenance of BSNL CSCs of BSNL(Berhampur OA and Phulbani OA) of Berhampur BA.

Please find enclosed the EOI document in respect of above mentioned EOI which contains the following.

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AGM (Plg)
O/o the GM,BSNL,Berhampur BA

Regd. & Corporate Office: Bharat Sanchar Bhavan, H.C.Mathur lane, Janpath, New Delhi-110001
Corporate Identity Number (CIN):U74899DL2000GO1107739
www.bsnl.co.in.



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
O/o General Manger Berhampur BA
Berhampur -760001

SECTION – 1
DETAILED NOTICE INVITING E-TENDER (DNIT)

On behalf of General Manager Telecom District, Berhampur BSNL ,Digitally Sealed Tenders are invited for **Expression of Interest (EOI) for Operation and Maintenance of BSNL CSC of BSNL Berhampur & Phulbani works for a period of two year (extendable by 1 year) in Berhampur BA.**

Sl. No.	Item	Particulars
1	EOI Notice No & date	BER-CSCs-OUTSOURCE/2023-24 , Dated 24.04.2023
2	EOI item	E-EOI Document for Expression of Interest (EOI) for Operation and Maintenance of BSNL CSCs of BSNL Berhampur BA.
3	EOI Document can be downloaded from date	26.04.2023 18:00Hrs
4	Date of receipt of queries from bidders	Up to 16.00 Hrs. of 4.05.2023
5	Pre Bid meeting on	Before 16.00 Hrs. of 05.05.2023
6	Last Date of Submission of EOI	17.05.2023 up to 13:30 Hrs.
7	Date & Time of Opening of EOI (Technical Bid only)	18.05.2023 14:30 Hrs.
8	Amount of Bid Security as in Section-1.	The cost of EMD / Bid Security to be paid through online Banking/RTGS/NEFT or TDR/PBG pledged to A.O. (Cash), BSNL, O/o GM Berhampur BA as per the Section-1, Clause No. 4.4.
9	Cost of EOI Form	The cost of EOI Form to be paid through online Banking/ RTGS/ NEFT as per the Section-1, Clause No. 4.4.

Note: In case the last date of submission / opening of bid is declared to be a holiday, last date of submission / opening of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid submission/ opening date due to any other unavoidable reasons will be notified through the BSNL web site and/ or e-Tender Portal.

The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc. are exempted from payment of EOI fee. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small & Medium Enterprises for photocopies valid on the date of opening of the tender. *MSE bidders claiming exemptions from EOI fee & EMD as per MSME guidelines must also register Udyam Registration Certificate indicating URN (Udyam Registration Number) issued from MSME, in order to avail the benefits available to MSEs as contained in Public procurement policy for MSEs. URN certificate should broadly covered the Equipment/ Service offered in EOI and submit proof in this regard along with their bid.*

Note: The exemption of EOI Paper cost and EMD for MSME/NSIC category of bidders with the specific registration for example. The name of the beneficiary in case of the sole bidder or proprietary firm should either be in the name of person/Company, with which capacity she / he is participating in the EOI. And in case of the limited company, the MSME/NSIC registration must be in the name of all board of Directors of the same company. Any deviation will not be considered.

Zone no	CSC NAME	CSC Category	BASE Price	EMD (In Rs.)	PBG (In Rs)	EOI form cost Rs. (Non-refundable) including 18 % GST
1	Telephone Bhawan,Berhampur	I	51,111/-	1,00,000/-	3,50,000/-	1180/-
2	Paralakhemundi	II	3,500/-	75,000/-	2,50,000/-	1180/-
3	Chatrapur	II	5,111/-	75,000/-	2,50,000/-	1180/-
4	Aska	III	5,111/-	10,000/-	1,00,000/-	1180/-
5	Bhanjanagar	III	5,111/-	10,000/-	1,00,000/-	1180/-
6	Digapahandi	III	1,000/-	10,000/-	1,00,000/-	1180/-
7	Phulbani	I	1,000/-	1,00,000/-	3,50,000/-	1180/-
8	Boudh	III	250/-	10,000/-	1,00,000/-	1180/-
9	Baliguda	III	250/-	10,000/-	1,00,000/-	1180/-
10	G Udayagiri	III	250/-	10,000/-	1,00,000/-	1180/-

Note1: The Bidder participation for CSCs will be considered as per the information given in Section-6 Financial Bid /BOQ for the all evaluation purpose.

Note2: Each bidder can participate for any number of CSCs (i.e. Zones) but the evaluation will be done individual CSC wise separately.

Note3: The bidder should quote a fixed amount to be paid to BSNL, for each Category-1/Category-II/Category-III CSCs at the beginning of the year. **The Highest Bid(H1) among the eligible bidders for each CSC shall be awarded the work for that CSC.** Bidder may choose to bid for any number of CSCs offered in the EOI. However, evaluation shall be done for each CSC separately.

Note 4: At Telephone Bhawan CSC, Berhampur Eight number of counters and Front space will be used by Franchise for CSC activities and Cabin will be used by BSNL staff for Supervision purpose .

1.1 A separate bid form along with price bid (Section-6) for each Zone is a separate tender. The evaluation of the tender as well as allotment of the work will be done Zone wise.

2. Purchase of Tender Document: Tender document can be obtained by downloading it from the website www.odisha.bsnl.co.in / www.etenders.gov.in/e procure/app

2.1 The bidders downloading the tender document are required to submit the tender fee of amount **Rs. 1000 + applicable GST** through online payment through NEFT/RTGS along with their tender bid failing which the tender bid shall be left archived unopened/ rejected. The online payment will be made to "AO (Cash), BSNL, O/o GMBA, Berhampur." and payable at Berhampur.

2.2 Availability of Tender Document on the e-tender portal for bid submission: The tender document shall be available for downloading from BSNL website www.odisha.bsnl.co.in & www.etenders.gov.in/e procure/app .

2.3 Physical copy of the tender document would not be available for sale.

2.4 The Tender document shall not be available for download from e-tender portal on its submission / closing date

3. Eligibility Criteria:

Taking into consideration the importance of CSCs for BSNL as well as for customers, it is very essential that the bidder firms have sufficient experience in setting up of and running such CSCs in India/worldwide. The following criterion shall be met by the bidder company and/or legally bound consortium who intend to participate in this EOI and only those bidders who qualify the following conditions, need to put in the proposal.

3.1 The Bidder should be either be an Indian Company shall be registered & incorporated in India under the Company Act, 1956 or 2013 as the case maybe or Partnership Firm or Proprietorship.

- a) The company shall have a minimum annual Cumulative turnover of INR 1 Crore for category – I CSC / INR 75 Lakhs for category – II CSC / INR 50 Lakhs for category – III CSC during financial year 2019-20, FY 2020-21, FY 2021-22. Audited Balance Sheets for the FY 2019-20 and FY2020-21, FY 2021-22 years shall be submitted as a supporting document.

OR

Company shall have a Net worth of INR 2 Crores on 31st March'2022. In case of consortium, turnover/ Net worth of only lead bidder shall be counted. Lead bidder is being referred as bidder in the EOI document.

- b) Bidder shall have relevant experience of setting up and running successfully at least 1000 (cumulative) square feet of raised floor Commercial Customer Care Centre (excluding utilities) from a maximum of 2 commercial customer care centers locations in India, for at least 12 months on the date of EOI bid submission.

OR

If the bidder's company is not meeting the experience as in this Para 3.1(b) above, then Bid can be submitted through a legally bound consortium (format as at Annexure-VI) with a company who is having experience as in this Para 2.1.(b) above. However in such case, the lead bidder company must have Customer Care Centre experience in two financial years (i.e. FY 2020-21, FY 2021-22).

OR

Call Centre Operators of BSNL (existing & Old), who have worked for BSNL for at least 1 year & with at least 50 operator positions per month are eligible to apply for this EOI directly.

- 3.2 All existing BSNL franchisee/OCSC Franchisee / RD (CM, CFA, Integrated) having 50 Lakhs Cumulative turnovers from BSNL business during FY 2019-20 ,FY 2020-21 and FY 2021-22 (i.e. financial year FY 2019-20, FY 2020-21, FY 2021-22) are eligible.

Eligible bidders are required to submit certificates/documentary proof of any one from 3.1(a & b) and 3.2. The verifiable reference along with the contact details shall also be cited in the bid document for item at 3.1(b).

The Company should not be a Licensed Telecom Service Provider (TSP) to provide Basic Services/ Cellular Telephony Services/ Internet Services/ UASL/ NLD/ ILD Services anywhere in India or owned or controlled by a TSP in India.

The Company should not have controlling equity stake (26% or more), or vice versa, in and of any Basic Services/ Cellular Telephony Services/ UASL/ NLD/ ILD Services operating companies in India or their promoters.

Mutual Non-Disclosure Agreement (on Rs.100/- Non-Judicial Stamp paper) attached as Annexure-IV is mandatory.

4.1 General Qualification

4.1.1 The Bidder must *not be black-listed for Telecom business by any Central/ State Governments/ PSUs in India and GST Authority at the time of submission of bid. An undertaking must be submitted in this regard.*

4.1.2 The Bidder must have a valid PAN card and IT return for the financial Year 2019-20 and 2020-21 & valid registration under GST Act. If the bidder is not registered with GST authority at the time of bid submission, then he shall have to submit GST registration at the time of award of work/ Lol/signing of contract, if declared successful.

4.2 Financial Qualification

The Bidder must have valid turnover certificate and audited balance sheet for the financial years 2019-20, 2020-21 and 2021-22.

4.3 Bidders will be required to support claims of their financial qualification through their audited financial statements duly certified by their CA. The turnover certificate issued after July-2019 must have **valid UDIN** from a reputed Chartered Accountant for financial year 2019-20, 2020-21 and 2021-22 from telecom business duly audited with balance sheet or else it will not be accepted.

Note 1:-The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. **All documents submitted will also be self-attested by the bidder.**

Note 2:-Work Order(s) will be issued or Contract agreement(s) will be signed only upon successful verification of the eligibility documents submitted in the bid, with the originals of the eligibility documents, which shall have to be produced by successful bidder, if required.

Note 3: Work Order will not be taken as experience certificate.

4.4 Bid Security/EMD:

The bidder shall furnish the bid EMD in one of the following ways:-

4.4.1 EMD paid through online Banking/RTGS/NEFT/TDR in favour of "AO (Cash), BSNL, O/o GM Berhampur BA of "Bharat Sanchar Nigam Limited, Berhampur" which should be valid for **180** days (i.e. one month above the offer/bid validity period) from the tender opening date.

4.4.2 The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc. are exempted from payment of tender fee. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small & Medium Enterprises for the construction/Operations/Maintenance services in Telecom Industry / maintenance and installation of OF cables, valid on the date of opening of the tender. The scope of area of the above MSE registered bidders must be for construction/ maintenance of underground telecom cables/ maintenance and installation of OF cables /telecom outdoor network etc. **MSE bidders claiming exemptions from EOI Paper cost & EMD as per MSME guidelines must also register Udyam Registration Certificate indicating URN (Udyam Registration Number) issued from MSME, in order to avail the benefits available to MSEs as contained in Public procurement policy for MSEs. URN certificate should broadly cover the Equipment/ Service offered in tender and submit proof in this regard along with their bid.**

Alternatively the cost of EMD and cost of Tender paper can be paid through online Banking/ RTGS/ NEFT as per the following details.

Name of the Bank and Branch	UNION BANK OF INDIA, BERHAMPUR
Accounts Name	A.O(Cash), BSNL, O/o GM Berhampur BA
Account Number	385801010170144
IFSC Code	UBIN0538582
Address of the Bank	Big Bazar, Berhampur-1
MICR Code	760026002
Mail Id :	gmtdbf07@rediffmail.com
Contact No	9437065488
In case of EMD in the form of TDR/ PBG	Should be pledged in favour of A.O. (Cash), BSNL, O/o GMBA Berhampur with validity for a period of Six Months from the date of opening Or N.B. - The existing vendor(s) of this SSA may avail for adjustment of respective EMD amount(s) against the pending Bill(s) / Invoice No(s). and passed amount of the bill(s), if so desire, by applying for the same with specific request on case to case basis (As Annexure-VIII).

4.4.3 The scanned copies of the E-Payment receipt towards EMD/BID security, Cost of bid document have to be uploaded in the e-Tender Portal.

4.5 Date & Time of Submission of EOI bids: as per schedule mentioned in DNIT table at section-I of this NIT.

4.5.1 In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid 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.

4.5.2 Opening of EOI Bids: as per schedule mentioned in DNIT table at section-I of this NIT.

5 Place of opening of EOI Bids:

5.1 The EOI shall be opened through 'Online Tender Opening Event'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the online Tender Opening Event (TOE) from the comfort of their offices. Kindly refer Section-4 Part C of EOI document for further instructions.

6 EOI bids received after due time & date will not be accepted.

7. Incomplete, ambiguous, Conditional, unsealed EOI bids are liable to be rejected.

8. GM, Berhampur BA BSNL reserves the right to accept or reject any or all EOI bids without assigning any reason. He is not bound to accept the highest bid (H1).

9. The bidder shall furnish a declaration, as per Section 6 (A), in his EOI bid that no addition / deletion / corrections have been made in the terms & conditions of the downloaded EOI document for which their bid is being submitted and these are identical to the EOI document appearing on the website.

10. 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.

10.1 All documents submitted in the bid offer should be preferably in English/Hindi/ State's official language. In case the certificate viz. experience, registration etc. is issued in any other language other than English/Hindi/ State's official language, the bidder shall attach a translation of the same in English/Hindi/ State's official language, duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

10.2 All computer generated documents should be duly signed/ attested by the bidder/ bidder organization.

11. The queries in respect of this bid document, if any, can be submitted through Email latest by **16:00Hrs of 04.05.2023. The reply to the queries will be given on 05.05.2023.**

BSNL Contact-1	
BSNL's Contact Person	Shri Ashok Ku Swain AGM(Plg&Admn),O/o GM, Berhampur BA, Tel Mobile 9437479511 between 10.30 hrs to 17.00 hrs. Email:agmagmtber@gmail.com
BSNL Contact-2	
BSNL's Contact Person	Shri Arvind Rath SDE,(Planning),O/o GM, Berhampur BA,Mobile 9438155666 between 10.30 hrs to 17.00 hrs. Email:milibsnl123@gmail.com

SECTION- 2
EOI Information

1. Type of EOI: Single stage submission & two stage opening.

Digitally signed online bids are to be submitted in Single Stage Bidding and two stage opening e-tendering process using two electronic Envelopes from the eligible bidders by the time and date specified in the Bid Document.

Note: The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only, shall be opened.

2. Bid Validity Period - The bid will remain valid for **180 days** from the EOI opening date

3. The electronic envelopes will contain documents satisfying the eligibility / Technical & commercial conditions in first envelope called **Techno-commercial** envelope and second envelope called as **Financial Envelope** containing financial bid/ quote.

a. Techno-commercial envelope shall contain :-

Sl. No	Documents
1	Cost of the EOI document 1180/- or A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid. The address mentioned in the Registration Certificate & MSME certificate must be the same. The enlistment certificate issued by MSME should be valid on the date of opening of EOI. The address mentioned in the Registration Certificate & MSME certificate must be the same. The enlistment certificate issued by MSME should be valid on the date of opening of EOI. (Ref Clause- 4.4.2 of Section-1).
2	Bid Security in the form of Bank Guarantee for___/- valid up to 180 days from the date of EOI opening or A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid. The address mentioned in the Registration Certificate & MSME certificate must be the same. The enlistment certificate issued by MSME should be valid on the date of opening of EOI.
3	Scanned Copy of Complete set of EOI documents dully filled, signed with seal and signature. In the price bid page simply put the signature but don't quote the rates. The financial bid / price bid is to be submitted electronically after filling the desired price.
4	Financial Bid / Price Bid dully filled should be submitted online as per the Template given at Section-6
5	Scanned Copy of Certificate of Incorporation/ Registration of firms in etc. as applicable.
6	Scanned Copy of Memorandum of Association (or Partnership deed, if not a proprietor firm).
7	Details of the firm/Company along with list of Board of Directors. Along with their address & contact numbers.
8	Scanned Copy of board resolution, authorizing a person for executing power of attorney in the name of person, who is signing the bid document. (In case of Company/Institution/Body Corporate)
9	Scanned copy of Power of Attorney attested by Notary Public or Registered with Sub Registrar in favour of the signatory signing the offer and documents. To be submitted by limited company and partnership firms.
11	Scanned copy of a Self - declaration regarding non-alteration or deletion in the EOI document. Section-7 (Part-A) & Section-7 (Part-B)
12	Scanned copy of Near Relationship Certificate as per Section-7 (Part-C). In case of Companies / partnership Firms all the directors/partners have to submit the certificate separately.
13	Letter of Authorization to attend Bid opening event if representative of bidders attends to bid opening event. Else if bidder himself attends then it is not required. Section-7 (Part-D)
14	Turnover Certificates for FY 2019-20 and 2020-2021 and 2021-22 duly certified by CA along with audited balance sheet to be submitted.
15	Bidder shall have relevant experience of setting up and running successfully at least 1000 (cumulative) square feet of raised floor commercial Customer Care Centre (excluding utilities) from a maximum of 2 commercial customer care centers locations in India, for at least 12 months on the date of EOI bid submission.

	<p style="text-align: center;">OR</p> <p>If the bidder's company is not meeting the experience as in this Para above, then Bid can be submitted through a legally bound consortium (format as at Section-VI) with a company who is having experience as in this Para above. However in such case, the lead bidder company must have Customer Care Centre experience in last two financial years (i.e. 2020-21, 2021-22)</p> <p style="text-align: center;">OR</p> <p>Call Centre Operators of BSNL (existing & Old), who have worked for BSNL for at least 1 year & with at least 50 operator positions per month are eligible to apply for this EOI directly without fulfilling other eligibility conditions.</p>
16	Experience Certificate from BSNL declaring their present status as Franchise/RD from officer not below the rank of DGM.
17	Declaration by the bidder that it is not a licensed TSP to provide Basic Services / Cellular Telephony Services / Internet Services / UASL / NLD / ILD Services anywhere in India or owned or controlled by a TSP in India. Section-7 (Part-B)
18	Declaration by the bidder that it has no controlling equity stake (26% or more) or vice-versa in any in and of any Basic Services / Cellular Telephony Services/ UASL / NLD / ILD Services operating companies in India or their promoters. Section-7 (Part-B)
19	Valid PAN Card in the name of the firm. For companies and partnership firms the authorized signatory has to submit copy of his own PAN card and Aadhar Card in addition to PAN card of the company.
20	Valid Goods and Services Tax Registration details.
21	NOTE Clarification: If an individual who is a RD or franchisee of BSNL having an Experience, PAN Card, and GST Registration in his own name can apply in his own name or proprietorship firm which he/she has registered provided he/she should submit a notarized paper regarding this matter.

*** All of the documents to be submitted as per Annexure-VIII in Chronological order (Check-List)**

b. Financial envelope shall contain:

- 1) Price Schedule (Section-6)
4. case of consortium bids, only lead bidder will interact with BSNL for all obligations /payment, however all consortium members will be responsible for the execution of the project.
A consortium member may participate in more than one consortium. However the bidder is not permitted to be a consortium member under another bidder for this project.
No change in consortium members i.e. addition or dropping of a member shall be permitted after the submission of the bid.
5. **Duration of the contract period:**
Duration of contract will be for 1 year. After 1 year, contract may be extended further for another 1 year on same terms and conditions based on performance. In case of back out by the bidder during the validity period of the EOI in force, the tendering authority has every right to assign the operation and maintenance of concerned CSCs to the existing franchisee based on their performance.
6. **Financial Proposal and Evaluation**
The bidder should quote a fixed amount to be paid to BSNL for each Category-I / Category-II / Category-III CSCs as per the Financial quote enclosed in section-6. The Highest Bid among the eligible bidders for each CSC shall be awarded the work for that CSC. Bidder may choose to bid any number of CSCs offered in the EOI. However, evaluation shall be done for each CSC separately. For Each CSC, BSNL has fixed a minimum base price. **Bidders has to quote price above or at par the base price. The bidders quoted with the highest price shall be awarded with the work.**
7. **Performance Bank Guarantee (PBG)**
 - (a) The successful bidder shall have to pay Performance Bank Guarantee (PBG) as per Annexure-II as detailed below PBG (Performance Bank Guarantee) of Rs.3.5 Lakh for Category - I per CSC, Rs.2.5 Lakh for Category - II per CSC, Rs.1 Lakh for Category - III per CSC. The PBG has to be submitted before signing of agreement within 15 days of LOI.
 - (b) The PBG shall be initially valid for Twenty Four months. For extension of Contract further for Second year, PBG shall be to be renewed accordingly.
The bidder shall ensure that the Performance Bank Guarantee (PBG) is sent to BSNL directly by the issuing Bank under Registered post (A.D). In exceptional circumstances where PBG is submitted by the bidder to BSNL, the bidder should ensure that an unstamped duplicate copy of

the PBG is sent immediately by the bank directly to the purchaser by Registered post (A.D)

8. Forfeiture of Bid Security:

The bid security may be forfeited

- i. If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity as in the bid document or
- ii. In the case of successful bidder, if the bidder fails
 - a) to sign the contract on allocation of work or
 - b) to furnish the PBG as required

Note: The bidder shall mean individual company / firm or the front bidder and its technology / consortium partner, as applicable.

9. Termination of Contract due to non-performance (default) (Exit Clause invoked by BSNL)

- a) Each CSC will be assigned Quarterly targets for sale of SIM recharge and new connection based on the average volume of last quarter with an incremental increase up to 5%.
- b) Failure to meet the targets for two successive quarters shall lead to first notice for termination of contract.
- c) On second failure to meet the target for One more quarter, the actual termination of contract done.
- d) Apart from the above criteria for cancellation, if the feedback of our esteemed subscribers regarding service is below 50% continuously for 3 months, it will lead to first notice for termination of contract. And if same thing continues for next quarter, the actual termination of contract will be done.
- e) After termination of contract of any CSC, the tendering authority is at liberty to award the same work at the prevailing rate to any intending bidders of other CSC on obtaining written consent. In case more than one bidder offer their consents then the selection will be made on the basis of their comparative performance of respective CSC.

10. Dispute Resolution / Arbitration

Any question, dispute or differences arising out of or in connection with this agreement or breach, termination or validity hereof, shall be first endeavored to be settled through bipartite discussion or negotiations between the parties. If the dispute cannot be amicably settled either party, as soon as practicable, but not earlier than three months after a request to settle the dispute amicably has been made to the other party, give to the other party note in writing or existence of such question, dispute or difference, specifying the nature and the point at issue, and the same shall be finally settled by Arbitration conducted in C.G.M.T BSNL in accordance with The Arbitration and Conciliation Act 1996 any modifications or reenactments thereto and relevant laws and regulations in force at that time in India. All such disputes and differences which may arise between the parties hereto as to the meaning, construction or effect of any of the terms and provisions of this agreement or as to the right or claim of either party under this agreement shall be referred to the sole arbitrator appointed by Chief General Manager Odisha telecom Circle/ District or his nominee including any officer of Bharat Sanchar Nigam Limited (BSNL) nominated by him and the Franchisee shall not raise any objection to such arbitration on the ground that the arbitrator is an officer of Bharat Sanchar Nigam Limited (BSNL) and as such is an interested party or that the Arbitrator so appointed has earlier dealt with the subject matter of this agreement. Any order / Directions / Awards of the Arbitrator shall be final and binding on both the parties. The arbitration proceedings shall take place in C.G.M.T BSNL and will be governed by the provisions of The Arbitration and Conciliation Act 1996 or of any statutory amendment thereto or any reenactment thereof for the time being in force. The Arbitrator so appointed shall pass a speaking award. In case of any dispute, the Berhampur Court alone shall have the territorial jurisdiction to adjudicate upon the matter.

11. Verification for Queries raised regarding Policy Guidelines for outsourcing the Operation and Maintenance of BSNL CSCs is mentioned in Section-4 (Part B).
12. e line for start of services: Immediately after acceptance of PO/Agreement

SECTION- 3**1. Scope of work for “Operation & Maintenance of BSNL CSCs”.****The broad scope of the CSC operations is as follows:-**

- a) Sale of new SIMs for Prepaid/ post-paid mobile connections. Normal and Bulk Booking/Vanity and fancy number booking/Postpaid to prepaid and Pre-paid to postpaid.
- b) Plan change/ISD /International roaming.
- c) VAS services.
- d) Replacement of SIMs
- e) Sale of Top-ups/STVs /PVs
- f) Sales Complaint redressal for all kind of subscribers such as Mobile, Landline, BB, FTTH etc.
- g) Processing of MNP requests
- h) Bill collection of Landline/Broadband/FTTH/Post-paid Mobile.
- i) New Phone bookings and feasibility verification from concerned field officer of land Line / Broadband /FTTH/ Wings/ ASEEM, Vanity booking/ISDN/PRI/BRI.
- j) DND Activation/deactivation.
- k) Handling of bill related queries and complaints.
- l) Receiving and coordinating request for shift, ownership transfer, Safe custody generation/ release, Static IP, plan change, ISD, International roaming facility, Change of address, Reconnection/Restoration and closure of connections for all kind of services (Prepaid and postpaid Mobile, Landline, BB, FTTH) if the concerned request is viable for the particular service.
- m) All commercial services which are presently being offered in CSCs (Including services being provided free of charge) and all commercial and CSC services which may emerge in future.
- n) Though presently some of the activities like Collection of Demand note payment for new connection, security deposit for Postpaid Mobile, Third party payment, Payments more than or equal to 1 lakh etc. are not feasible in the present CSC Portal, but work in progress to avail these activities. Once any of these features is available in the portal, concerned franchisee has to carry out the activities accordingly.
- o) Aadhaar Enrollment and updation services
 - Bidder has to provide Feedback form to subscribers with a rating category from 1 to 10 for assessment of service performance. A Complaint/feedback register has to maintain on daily basis, which should be verified by concerned CSC In-charges.
 - All the above activities are to be done for retail as well as bulk/ Enterprises customers.

Terms and conditions of infrastructure and related facilities:-

- (1) BSNL shall provide covered space without any charges. Existing infrastructure of CSC shall be handed over on as-is where-is basis.
- (2) Since the CSC premises will be utilized exclusively by the bidder, hence electricity bill for CSC shall have to be paid by bidder as per actual consumption. Sub-meter will be installed by BSNL Electrical wing and manual bill also to be produced.
- (3) Bidder shall be responsible for keeping the area neat and clean and do all marketing activities like updating of poster/banners/new Tariff chart (provided by BSNL)etc.
- (4) Bidder may be permitted to put additional canopies/other product marketing tools, in the premises for promotion of BSNL products.
- (5) Bidder may be permitted to utilize existing electric equipment, light, fans, air-conditioners etc. if available otherwise they shall bring their own.
- (6) Bidder should be responsible for maintaining infrastructure, electric equipment, furniture, computers etc. and replace the same if required, for proper upkeep of the CSC.
- (7) One high speed BB/FTTH connection may be provided at CSC and connectivity to BSNL IT systems shall also provided by BSNL on rent free basis under plan Rs.749 ULD on ADSL/FTTH with BSNL MODEM or a feasible plan can be provided as modified from time to time.

2. Other Terms and conditions

- a) The CSCs are to be manned minimum from 8:00 am to 8:00 pm for all Category - I and from 9:00 am to 06:30 pm for all Category - II & III on all days throughout the year, except National holidays.

- b) Proper training and dress code for staff manning the counters should be ensured by the bidder.
- c) Bidder should maintain sufficient no. of manning position for better customer satisfaction and for CAT-I CSC, there must be one manning position for Enquiry counter/ (May I Help You) desk.
- d) Sale of products and services should be restricted only within CSCs.
- e) The bidder will not be allowed to sell any non BSNL products from the CSC.
- f) Bidder will be paid for all sales at the rates for DSA in the S&D Policy 2018, and related circulars on bill payments or as modified from time to time.
- g) Any kind of SIM should be issued to proper person with proper (Original) document verification of POI & POA. Bidder will be responsible for any kind of wrong SIM issuance.

3. The details of S & D Policy 2018 as per following :-

- 1) Bidder shall be paid Rs.20/- per Aadhaar demographic updation and Rs 50/- per Biometric updation, for new Aadhaar generation (Successful) and mandatory bio metric update and Rs12/- per Aadhaar search with Print-out on A4 sheet. For Aadhaar related activity operator should be through approved / empanelled agency by UIDAI. Penalty imposed by UIDAI /Legal Agency for wrong Aadhaar Generation / wrong Demographic / Biometric updation/ Wrong SIM issue will be passed on to the bidder.
- 2) Bidder will get commission/ facilitation charges as per franchisee policies of different products/ services. All cash transactions in the CSC shall be done through the CBP/CTOPUP wallet, and no cash transactions shall be done between BSNL and CSC partner for Collections done in CSC.
- 3) The bidder shall be paid Rs.2/- per transaction for items not defined in Franchisee S&D policy 2018. There will be a capping of 150% for all non-commercial transactions e.g. issue of duplicate bills, DND activation / deactivation etc. based on average monthly volume of last six months but it will be further restricted to ensure that it is not more than 10% of total charges / commission earned in a month.
- 4) For CM related sales, no FOS will be paid on SIM sale or Recharge sale which is otherwise paid as per franchisee S&D policy.
- 5) All changes in Franchisee S&D policy will be implemented with reference to the Commission structure as and when BSNL does so.
- 6) **Commission structure for CFA products as per S & D Policy. Subject to change from time to time.**

Name Of The Product & Services	Commission	Commission schedule
NEW CONNECTIONS	One Month FMC with subject to condition a minimum of	100% commission payment after realization of 1 st Bill.
<ul style="list-style-type: none"> • Stand alone LANDLINE • Stand alone Broadband • COMBO 	<ul style="list-style-type: none"> • Rs 200/SA LL • Rs 400/SA BB • Rs 600/COMBO 	
Annual/Bi-annual/3Yr Payment	Commission in addition to the 1 st Row above	100% commission payment after realization of 1 st Bill after Reconnection.
<ul style="list-style-type: none"> • Stand alone LANDLINE • Stand alone Broadband • Combo. 	<ul style="list-style-type: none"> • 40% for SA LL • 60% for SA BB • 80% for COMBO 	
RECONNECTION of		
<ul style="list-style-type: none"> • Stand alone LANDLINE • Stand alone Broadband • Combo 	<ul style="list-style-type: none"> • Rs 100/SA LL • Rs 200/SA BB • Rs 300/COMBO 	
Name Of The Product & Services	Commission	Commission schedule
Conversion to any Higher Plan LL/BB/COMBO	Difference of the FMC of the two plans (i.e. New & Old Plans)	100% commission payment after realization of 1 st Bill.
VPN/CUG Connection Min – 5 Connections)	One Month FMC Per Member.	
FREE PHONE Service		
UNIVERSAL ACCESS Number	Rs 5000/Connections.	

SECTION-4 (PART - A)
GENERAL INSTRUCTIONS TO BIDDERS (GIB)

Submission of Bids through online process 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 has decided to use the portal (<https://etenders.gov.in/eprocure/app>) through NIC's (National Informatics Centre) Central Public Procurement Portal, Ministry of Communications & Information Technology, and Government of India. Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

I. Tender Bidding Methodology:

Sealed Bid System – 'Single Stage - Two Envelopes'. (Financial & Technical bid shall be submitted at the same time)

II. Broad outline of activities from Bidders Perspective:

- 1) Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhra CA / GNFC/ IDRBT / MTNL Trust line / Safe Script / TCS / ACE Technologies etc.
- 2) Bidder then logs into the portal giving user id / password chosen during enrollment.
- 3) The e-token that is registered should be used by the bidder and should not be misused by others.
- 4) DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
- 5) The Bidders can update well in advance, the documents such as certificates, Work order details etc. under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents
- 6) After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
- 7) The BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- 8) If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
- 9) Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF / XLS / RAR / DWF formats. If there is more than one document, they can be clubbed together.
- 10) Bidder should arrange for the EMD as specified in the tender. The original should be posted / couriered / given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
- 11) The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
- 12) The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- 13) There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- 14) It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that he / she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete / Invalid bids and are not considered for evaluation purposes.

- 15) In case of Offline payments, the details of the Earnest Money Deposit (EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
- 16) The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- 17) The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
- 18) At the time of freezing the bid, the e-procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- 19) After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
- 20) Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- 21) The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 22) The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- 23) All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
- 24) During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over Secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.
- 25) The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).
- 26) Utmost care may be taken to name the files/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed.
- 27) Bid related Information for this Tender (Sealed Bid)
The entire bid-submission would be online on CPPP. Broad outline of submissions are as follows:
 - Submission of Bid Security / Earnest Money Deposit (EMD)
 - Submission of digitally signed copy of Technical Bid & Financial Bid (Excel Sheets).
 - EOI Documents / Addendum / Addenda
 - Two Envelopes
 - Techno-commercial -Part
 - Financial-Part

Each of the above electronic envelopes consists of Main bid and Electronic form (both mandatory) and bid Annexure (Optional).

NOTE: Bidder must ensure that after following above the status of bid submission must become – “Complete”. Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files. Any error/ virus creeping into files / folder from client end PC system cannot be monitored by e- tender software/server and will be bidder’s responsibility only. In case the files are non-extractable or illegible otherwise, then the bidder’s authorized representative shall be given one chance by Tender Opening Committee to open &

demonstrate the contents of bid data downloaded from the e-tender portal in his presence. If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

- 28) In case the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence.

If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

- 29) Special Note on Security of Bids

I. Security related functionality has been rigorously implemented in CPPP in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below: As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid- encryption does not have the security and data-integrity related vulnerabilities which are inherent in e- tendering systems which use Public-Key of the specified officer of a Buyer organization for bid- encryption. Bid-encryption in CPPP is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

- II. Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server / portal.

- III. Online Tender Opening Event (TOE) and Advantages:

The bidders will be able to see the status of the tenders for which they have submitted quotes in different stages and would also be informed of the status by E-Mail.

Bidders will be able to view all the Technical bids for a particular tender on completion of Process-I (uploading Technical Evaluation summary in the portal). Similarly, Financial Bids can be viewed on completion of Process-II (uploading of Financial Evaluation Summary in the portal). For the bidders who have registered themselves on the website through the "Stay Updated" option, information of all the tenders for which they are interested to participate will be sent by E-Mail.

Help Desk Nos of CPP Portal:

NIC HELPDESK	
Telephone No. (Toll Free)	1800 233 7315
E-Mail I.D.	cppp-nic@nic.in (Please mark cc to support-nic@ncode.in)
BSNL Contact-1	
BSNL's Contact Person	Shri A.K.Swain AGM(Planning& Admn),O/o GM, Berhampur BA,
Telephone& Mobile	Tel No-0680-2220300, Mobile 9437479511
E-mail ID	agmagmtdber@gmail.com
BSNL Contact-2	
BSNL's Contact Person	Shri Arvind Rath SDE,(Planning),O/o GM, Berhampur BA,
Telephone & Mobile	Tel No-0680-2229410, Mobile 9438155666
E-mail ID	milibsnl123@gmail.com

Note 1: In case of internet related problem at bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e- procurement/ e-auction service-provider's end (in the server, leased line, etc.) due to which all the bidders face a problem during critical events, and this is brought to the notice of BSNL by the bidders in time, then BSNL will promptly re- schedule the affected event(s).

Note 2: Bidder must ensure that after following above the status of bid submission must become- "Complete". Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files. Any error/ virus creeping into files / folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only. In case the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence. If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

IV. Other Instructions: For further instructions, the vendor should visit the home-page of the portal (<https://www.etenders.gov.in/eprocure/app>), and check on "Help for Contractors" and "the Bidders Manual Kit". The compatible support software (PDF Converter, Java, etc.) for online bid submission may be downloaded from CPP Portal.

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. This will prevent hiccups, and minimize teething problems during the use of CPPP.

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 CPPP.
- 2) Register your organization on CPPP well in advance of your first tender submission deadline on CPPP.
- 3) Get your organization's concerned executives trained on CPPP well in advance of your first tender submission deadline on CPPP.
- 4) Submit your bids well in advance of tender submission deadline on CPPP (There could be last minute problems due to Internet time out, break down, etc.) While the first three instructions mentioned above are especially relevant to first- time users of CPPP, the fourth instruction relevant at all times.

Note: While the first three instructions mentioned above are especially relevant to first-time users of the CPP-Portal, the fourth instruction is relevant at all times.

V. Minimum Requirements at Bidders end

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

VI. PRICE SCHEDULE / BOQ:

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

- 1) Download price schedule / BOQ in XLS format.
- 2) Fill rates in down loaded price schedule / BOQ as specified in XLS format only in white background cells. Don't fill in grey background cells.
- 3) BOQ file is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and the same has to be uploaded.
- 4) Save filled copy of downloaded Consolidated sheet / BOQ, price schedule / BOQ file, in your PC and remember its name & location for uploading correct file (duly filled in) when required.

**SECTION-4 (PART - B)
SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)**

The Special (Commercial) Conditions of Contract (SCC) shall supplement General (Commercial) Conditions of Contract (GCC)) as contained in Section-4 Part A and wherever there is a conflict, the provisions herein shall prevail over those in Section-4 Part A i.e. General (Commercial) Conditions of Contract (GCC).

1. **The successful tenderer / contractor shall** submit an Indemnity bond declaration, as per Annexure-VII, for indemnifying BSNL against any non-compliance by bidder to any of the applicable statutory requirements, if the work is awarded to them.
2. **Safety of CSC staff and BSNL property:-**

The **successful tenderer / contractor shall** be solely responsible for payment and compensation under WC Act 1923 as in force from time to time applicable in the event of accident causing injury/death to his workers and GMBA Berhampur shall not be responsible in any manner.

The contractor shall obtain / purchase all required insurances and make all safety arrangements required for the CSC staff engaged by him at his own cost. All consequences due to negligence or due to lapse of security/safety or otherwise shall remain with the contractor. BSNL shall not be responsible for any mishap, injury, accident or death of the contractor's staff directly or indirectly. All liabilities arising out of accident or death while on duty shall be borne by the contractor. No claims in this regard shall be entertained / accepted by the BSNL.

Contractor shall be fully responsible for any damages caused to BSNL / Government/ private /other operators property / Injuries public at large/ loss of life by him or his CSC staff in carrying out the work and the same shall be rectified / compensated by the contractor at his own cost.

It will be sole responsibility of the contractor that the men deployed for the purpose of maintenance of the external plant with BSNL are to be trained to avoid any mishap, directly or indirectly.

On account of security considerations or on account of convenience of office staff, there could be some restrictions on the working hours or movement of vehicles for transportation of materials. The contractor shall be bound of follow all such restrictions and just the program for execution accordingly.

The contractor should carry out the work to the satisfaction of BSNL officer in charge and in the event of his failure the tendering authority reserves the right to offer the contract to any other tenderer or any other agency (on temporary basis till a new tender is finalized) in case of unsatisfactory work at the cost of the contractor and payment will be settled on prorata Basis.

The contractor should engage workers with proven integrity to carry out the contract work. He/His worker should vacate premises after the completion of contract work.

The contractor shall be solely responsible for payment and compensation under WC act 1923 as in force from time to time applicable in the event of accident causing injury/death to his workers and GM Berhampur shall not involve in any manner.

No documents, towards compliance of aforesaid requirements, will be required to be submitted by bidder to BSNL paying authority for settlement of their payment invoices but the contractor must comply all requirements as per applicable Law/ Acts etc.

The decision of GMBA Berhampur on any matter connected to this tender is final &binding on bidder.

FAQ regarding Policy Guidelines for outsourcing the Operation and Maintenance of BSNL CSCs

Q1. Evaluation criteria may be clarified for bidder who quotes the same bid amount in EOI.

Ans: Through reverse auction as per procurement manual.

Q2. Retail chain i.e. Franchisee of the other Telecom Service Provider shall be restricted to participate in the bid/EOI. -

Ans: Yes, only BSNL franchisee are entitled as per clause 2.4 in eligibility criteria.

Q3. Bidder shall be restricted to use CSC and shall not extend services using CSCs.

Ans: All activities to be done through CSC are already defined. Only BSNL products and services are to be sold from CSC.

Q4. Along with the BSNL Franchisees/RD. TIPs/channel partners with at least 1 year of experience may also be allowed to participate in the EOI/bid for CSCs as they are FTTH (CFA) business.

Ans: Not agreed, however they can participate if they are eligible otherwise, there is no bar.

Q5. BA/SSA-wise EOI may be considered for different type of CSCs namely Category-1, Category-II & Category-III instead of Circle-wise EOI.

Ans: **The evaluation is to be done for each CSC as H1 bidder** and not package so circle may decide the method of floating EOI, but it is preferred that one EOI is floated and bidder is free to bid for one or any number of CSC in the EOI.

Q6. Whether separate user credentials will be created for bidder or the existing CSC user credentials are to be used for system like CSC Portal, FMS, CRM, Sancharaadhaar, Sanchar Soft etc.

Ans: Suitable login arrangements will be available for bidder as user

Q7. Non-commercial transactions made by bidder should include change of billing address, change of mobile No., GSTIN update, change of plan, 5% rebate to Govt. employees, safe custody, disconnection etc.

Ans: All transactions available through system are part of Rs.2/- per transaction payments

Q8. Specification of high-speed BB/FTTH plan that is to be provided at CSC.

Ans: Plan Rs749/-on ADSL / FTTH with BSNL Modem or Suitable plan will be intimated.

Q9. Penalty imposed by UIDAI for wrong Aadhaar Generation / wrong Demographic/ Biometric updation is to be passed on the bidder.

Ans: Yes, it should be incorporated in the EOI.

Q10. Uniform dress code for bidder staff working at CSC on PAN India basis for proper market image of BSNL.

Ans: Not mandatory.

Q11. Turnover for Franchisees/RD (CM-CFA integrated) can be reduced to 30 lakhs instead of 50 lakhs from BSNL business during last 3 years for their eligibility and better competition during bidding.

Ans: Not agreed.

Q12. Initial duration of contract can be for 1 year which can be further extended for 1 year based on bidder performance under same terms and conditions.

Ans: Agreed.

Q13. Issue of address/Advice Note of PRI/BRI in accordance with the approval of competent authorities.

Ans: All circuits booking shall be done in BSNL owned CSCs.

Q14. Please allow sale of product like ONU, ONT, Adapter, Other product as approved by SSA time to time.

Ans: Not agreed, other methods will suitably be intimated in due course.

Q15. For Bill Collection /Recharge Emitra kiosks model shall also be accepted

Ans: In no CSC, the hybrid arrangement shall be implemented having both BSNL staff and outsourced arrangement of manning in any BA/SSA.

Q16. On UIDAI Rate GST will be extra

Ans: As per UIDAI rate guideline

Q17. BSNL TIP shall also be treated as BSNL Franchisee for eligibility

Ans: Not agreed.

Q18. PBG shall return to the vendor once he do CAPEX investment at CSC for improvement of CSC of similar or higher amount.

Ans: Not agreed.

Q19. Termination of contract should be linked with non-performance like not attending the customers as SIM sale and Recharge may depend upon market conditions.

Ans: As per policy guidelines.

Q20. Procedure for Cheque Collection and Realization.

Ans: After collection of cheques, challan should be generated through CSC Portal and cheque should be deposited by next day at concerned Bank by the bidder. Then deposit date updation should be completed in CSC Portal. For every realized cheque bidder will get Rs 10/-

Eligibility Criteria

Q25. Clause 2.4- may be modified as "For cat-3 CSCs-All existing Franchisees / RD/ DSA/ BSNL Exclusive LCO are eligible and do not need any more eligibility criteria as mentioned in 2.1, 2.2 or 2.3

Ans: Not agreed.

Selection Criteria

Q26. Following may be added Priority will be given to Franchise of the respective territory. Next preference to DSA / RD, BSNL exclusive LCO, in the order of preference as per the average revenue generated during the last 6 months. In the absence of EOI for Franchisee, the best- perform in (based on revenue performance for the last 6-month DSA/RD will be selected. Further, if DSA/RD also is absent, best performing (based on revenue performance for the last six months) BSNL exclusive LCO will be selected.

Ans: Not agreed.

Q27. Clause 7 May be modified as "The bidder shall have to pay bid security of Rs.1lakh for Cat-1 & Cat-2 CSCs and Rs.5000/- for Cat-3 CSCs per CSC.

Ans: Amendment for bid security is being issued.

Q28. Clause 7.2. The successful bidder shall have to pay PBG of Rs.10000 for Cat-3 CSC and all other conditions remain the same.

Ans: Existing Franchisee exempted from additional PBG (over & above bid security which will be converted to PBG), provided the existing PBG taken under S&D policy is higher than the required PBG as per CSC policy and C-top up balance is not issued against cheques (against PBG of S&D policy).

Q29. Sale of Telecom products (ONT / CPE / EPBT / Router / ADSM / Modem / Data Dongle / set top box/Laptops/Mobile handsets) for the convenience of BSNL customers shall be allowed.

Ans: Not agreed

Q30. Also, for handing over of AEKs to the bidder, necessary guidelines may be issued on security of AEKs, restricted data access by third party, penalty to the bidder in case of malpractice may be communicated immediately. The bidder shall be made sole responsible for Aadhaar related activities and he/she will indemnify BSNL, in all legal/violation of Govt. of India guidelines on the subject.

Ans: Please see clause 1.4 (vi).AEKs shall be operated by operators hired on contract by the bidder through a manpower hiring agency approved/empaneled by UIDAI. Any penalty by UIDM will be passed on to the bidder.

Q31. Channel partners will be given preference over outside company/firm

Ans: Not agreed . Once eligibility criteria is met ,Preference will be for H1 bidder

SECTION-4 (PART - C)
(Other Conditions of contract)

In the event of any damage or loss of material while in possession of the Vendor, recovery will be made from the Vendor to the extent of damage/loss as the case may be, at the rates decided by the GMBA, Berhampur.

The GMBA, BSNL, Berhampur at his discretion on furnishing of genuine and sufficient grounds for delay in the work by the Vendor may waive off the imposition of liquidated damage charges or reduce the amount of such charges.

The Vendor will be responsible for any accident and any hazards, which may occur while carrying out the specified work. The compensation to the effected person will be the responsibility of the Vendor in such eventualities.

The BSNL will not responsible in any way for any dispute arising as a result of contravention of prevailing labour laws for which responsibility will lie on Vendor.

The Vendor shall be responsible for providing all statutory benefits to the personnel employed by him including off day after 6 days work & national holidays, PF, ESI etc. & the documentary proof of the same has to be submitted with bill.

The Vendor shall be solely responsible for compliance of various statutory obligation (including the financial liability) under the contract labour (Regulation & Abolition Act), minimum wages act, workman compensation act & other law & rules as applicable from time to time.

The Manpower deployed by the Vendor for providing the service to do specified work will have no claim whatsoever for absorption in BSNL later on. Acceptance of EOI for engagement of aforesaid work shall not entitle the Vendor or anybody employed by him for the purpose for future absorption/employment in the BSNL. As it is just casual work and contract can be terminated at any time without assigning any reason whatsoever.

The GMBA, BSNL, Berhampur reserves the right to suspend any schedule of work temporarily or permanently. The quantity of work can also be increased or decreased as per requirement.

If the Vendor refuses to accept the work order after having accepted the EOI or does not provide the services properly, BSNL reserve the right to get the work done through other agencies even at higher rates & difference of the cost will be deducted from the Vendor s" pending bill or security deposit as the case maybe.

The GMBA, BSNL, Berhampur reserve the right to get the specified works done departmentally or through any other agency. The costs incurred shall be recovered from the Vendor.

If there is any theft or breakage of any store/equipment/items etc. by the Vendors "workman, it will be the responsibility of the Vendor who will pay to the office of GMBA, BSNL, BERHAMPUR the amount of loss suffered due to above.

Conditional EOI which propose any alterations in specified items or in the item Schedule or which contain any other condition of any sort shall be summarily rejected.

The BSNL shall not be responsible for any Injury/Temporary disability/Permanent disability/Death suffered by the worker of the Vendor while performing his duty.

Control of personnel : The control of the person deputed will be the entire responsibility of the Bidder.

Income Tax or any other tax at the prevailing rates will be deducted from the bill of the Vendor. Any other statutory Tax or levies introduced by the Odisha Govt. / Govt. of India shall be borne by the Vendor.

Penalty Clause**For delays in the contractor's performance:**

- a. The time allowed for completion of work as entered in the work order/directed by csc-in-charge shall be strictly adhered to by the contractor.
- b. In case of non-attending / non-performing by the contractor, the csc-in-charge shall carry out the job as per the available alternate with the permission of AGM concerned and the amount spent thereto shall be recovered from the bill/SD of the contractor.
- c. Any other penalty shall be recoverable from the bill of the contractor and/or by adjustment from the SD or from the bill of any other contract of BSNL.
- d.

Appendix-1

Sl. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged a) Bank Instruments with the bid to meet terms & condition of EOI in respect of EOI Paper fee and / or EMD. b) Certificate for claiming exemption in respect of EOI Paper fee and/ or EMD; and detection of default at any stage from receipt of bids till award of AWO/ issue of WO.	i) Rejection of EOI bid of respective Vendor. ii) Banning of business for 3 years which implies barring further dealing with the bidder for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Termination/ Short Closure of WO, if issued. This implies non-acceptance of further work & services except to make the already received complete work in hand.
	Note 1:- However, in this case the performance guarantee if alright will not be forfeited.	
	Note 2:- Payment for already received completed work shall be made as per terms & conditions of WO.	
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with GST, Income Tax departments etc. and as supporting documents towards other terms & conditions with the bid to meet terms & condition of EOI :	
	(i) If detection of default is prior to award of AWO	i) Rejection of Bid & ii) Forfeiture of EMD.
	(ii) If detection of default after issue of AWO but before receipt of PG/ SD (DD,BG etc.)	i) Cancellation of AWO, ii) Rejection of Bid & iii) Forfeiture of EMD.
	(iii) If detection of default after receipt of PG/ SD (DD,BG etc.) .	i) Cancellation of AWO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.
1(b) contd.	(iv) If detection of default after issue of WO	i) Termination/ Short Closure of WO and Cancellation of AWO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
	Note 3:- However, settle bills for the services received if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.

	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors. b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of AWO and SD/ PG by L-1 bidder within time period specified in AWO.	Forfeiture of EMD.
4.1	Failure to execute the work at all even in extended delivery schedules, if granted against WO.	i) Termination of WO. ii) Under take work in accordance with Section-4B at the risk of defaulting bidder iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to execute the work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of WO to the service already received by BSNL and/ or in pipeline provided ii) Under take work in accordance with Section-5B at the risk of defaulting bidder iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting bidder.
5.1	The site does not meet the Service Levels as mentioned in the WO/Contract.	Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
6	Submission of claims to BSNL against a contract (a) for amount already paid by BSNL . c) for amount higher than that approved by BSNL for that service.	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' Section-4 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL. c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s). d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc. e) Undertakes any action that affects/ endangers the security of India.	iv) Legal action will be initiated by BSNL against the Vendor if required.
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	i) Termination/ Short Closure of the WO. ii) Settle bills for the service received if pending work does not affect the working or use of the services received iii) Under take work in accordance with Section-4B at the risk of defaulting bidder iv) In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part).
		Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the	i) Termination/ Short Closure of the WO. ii) Settle bills for the service received if pending work does not affect the working or use of the services received iii) Under take work in accordance with

	business dealings.	Section-4B at the risk of defaulting bidder iv) In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part). Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
10	If the vendor does not return/ refuses to return BSNL's dues: a) in spite of order of Arbitrator.	i) Take action to appoint Arbitrator to adjudicate the dispute. ii) Termination of contract, if any. iii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
10 con-td.	b) in spite of Court Orders.	iii) Take legal recourse i.e. filing recovery suite in appropriate court. i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ GST Authorities / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business: (a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question. (b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2. (c) If the vendor/ supplier fails to submit required documents/ information, where required. (d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
Note 8:- In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works which will continue along with settlement of Bills.		

SECTION-4 (PART - D)
E-tendering Instructions to Bidders

Note: The instructions given below are NIC e-tender portal-centric and for e-tenders invited by MM cell, BSNL, C.O. only. E-Portal address and the according references/Clauses may be suitably modified in this Section as applicable from time to time.

General

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Sec 4 Part A of the Tender Documents.

Submission of Bids only through online process is mandatory for this Tender.

For conducting electronic tendering, BSNL HQ is using the portal (URL of e-tender portal).

1. Broad outline of activities on e-tender portal from Bidders prospective

- a. Procure a Digital Signature Certificate (DSC)
- b. Register for Electronic Tendering System (ETS) in e-Tender Portal.
- c. Create Users and assign roles on ETS
- d. View Notice Inviting Tender (NIT) on ETS
- e. Download Official Copy of Tender Documents from ETS
- f. Clarification to Tender Documents on ETS – Query to BSNL (Optional)
- g. View response to queries posted by BSNL, through addenda.
- h. Bid-Submission on ETS
- i. Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Technical-Part
- j. Post-TOE Clarification on ETS (Optional)
- k. Respond to BSNL's Post-TOE queries
- l. Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Financial-Part (Only for Technically Responsive Bidders).

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

2. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and 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 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

3. Registration

To use the Electronic Tender® portal (URL of e-tender portal), vendor needs to register on the portal (if not already registered). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities.

Pay Annual Registration Fee if applicable.

Note: After successful submission of Registration details and Annual Registration Fee (as applicable). Please contact Helpdesk (as given below), to get your registration accepted/activated.

4. Bid related Information for this Tender (Sealed Bid)

Bidders should refer to User Manual for SO (Supplier Organization) in USER GUIDANCE on www.etenders.gov.in/eprocure/app(URL of e-tender portal).

Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files. Any error/ virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/ server and will be bidder's responsibility only.

In case the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence.

If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies,

shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

NOTE 2: In case any discrepancy between information entered by bidder in the electronic form/template and that as per the supporting document uploaded, then information as per uploaded supporting documents shall prevail over the information in the electronic form/template.

5. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (www.etenders.gov.in/eprocure/app URL of e-tender portal), and go to the User-Guidance Center.

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. This will prevent hiccups, and minimize teething problems during the use of e-tender portal.

SECTION- 5

**Bidder's profile & Questionnaire.
Tenderer / Bidder's Profile & Questionnaire
(To be filled in and submitted by the bidder)**

1	Name of the Firm	
2	Type of Firm	
3	Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co	1. 2. 3. 4. 5.
4	Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd Company):	
5	The Capacity in which applied-Franchisee / RD / General	
6	Present Correspondence Address	
7	Registered Office Address	
8	Telephone No.	
9	Mobile No.	
10	E-MAIL ID.	
11	Permanent Account No	
12	GST Registration No(s)	
13	Beneficiary Bank Name & Branch with Address	
14	Beneficiary account No	
15	IFSC code of beneficiary Branch	
16	Branch Serial No. (MICR No.)	
17	Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Delhi? If so state its Address	
18	Do you think any other detail/ material is required to complete the work specified in the specification? Yes/ No. (If Yes, Give details)	
19	Do you think any other item of work need be included in tender form to complete the work specified in the specification? Yes/ No. (If Yes, Give details)	
20	Suggestion for improvement of the tender document.	

Place.....

Signature of contractor

Read & Understood
Signature with date and Seal

Date

Name of Contractor

SECTION - 6
FINANCIAL QUOTE

1. The bidder should quote a fixed amount to be paid to BSNL for each Category-I / category – II / Category – III CSCs as detailed below. The Highest Bid among the eligible bidders for each CSC shall be awarded the work for that CSC. Bidder may choose to bid any number of CSCs offered in the EOI. However evaluation shall be done for each CSC separately. The monthly amount to be paid to BSNL is to be remitted to AO (Cash), O/o GM, BSNL, Berhampur BA on receipt of demand received from PLG/Accounts section/S&M section O/o GM Berhampur BA within 6 working days.

Sl. No.	Name of CSC	SSA/BA & Category of CSC	Units	BASE Price	Monthly Amount to be paid to BSNL (In Rs.)	Monthly Amount to be paid to BSNL (In Rs.)** (In words)
1	Telephone Bhawan,Berhampur	I	1	51111/-		
2	Paralakhemundi	II	1	3500/-		
3	Chatrapur	II	1	5111/-		
4	Aska	III	1	5111/-		
5	Bhanjanagar	III	1	5111/-		
6	Digapahandi	III	1	1000/-		
7	Phulbani	I	1	1000/-		
8	Boudh	III	1	250/-		
9	Baliguda	III	1	250/-		
10	G Udayagiri	III	1	250/-		

**** GST shall be extra as applicable.**

2. Bidder will present monthly claims with supporting documents.
3. For claim of commission on post-paid new services, proforma invoice shall be generated by the BSNL IT system based on the business conducted, and successful payment of same by BSNL customer. For new customer or add on / upgrade of service, the sales commission shall be paid as per S&D policy 2018. The bidder should submit the invoice to the officer in-charge of the CSC.
4. Bill collection for post-paid services shall be through the CBP wallet and for pre-paid services it shall be through the CTOPUP wallet. Commission shall get paid as per BSNL S & D policy 2018 (subject to future changes)

SECTION-7 (PART-A)

UNDERTAKING & DECLARATION

6(A) - For understanding and agreeing with the terms & condition of Tender & Spec. of work

a) Certified that:

- 1. I/ We have read, understood and agree with all the terms and conditions included in the tender documents & offer to execute the work as per tender terms & conditions (without any deviation) and at the rates quoted by us in the tender form.
- 2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ Performance linked Security Deposit/PBG deposited by us will stand forfeited to the BSNL.

b) The tenderer hereby covenants and declares that:

- 1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender/Bid offer are correct.
- 2. In case of any correction/ addition/ alteration/ omission of the terms & conditions in the tender document, our tender / bid shall be treated as non-responsive and shall be rejected summararily.
- 3. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOI/ Purchase/ work order if issued and forfeit the EMD/ Performance linked Security Deposit/ PBG / Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date:

.....
Signature of Tenderer

Place:

Name of Tenderer
Along with date & Seal

SECTION-7 (PART-B)
SELF-DECLARATION/ UNDERTAKING

I Sri....., Proprietor / authorized signatory on behalf of
M/s..... declare that:

1. I have not made any alteration or deletion in the basic structure of the tender document. I submitted the tender document as such after downloading from e-tender site with necessary filling the required information as asked by BSNL.
2. All the supporting documents provided by me are self-attested at are genuine in nature.
3. I have gone through the tender document minutely and understand fully and agreed to all its terms and conditions.
4. Declaration by the bidder that it is not a licensed TSP to provide Basic Services / Cellular Telephony Services / Internet Services / UASL / NLD / ILD Services anywhere in India or owned or controlled by a TSP in India.
5. Declaration by the bidder that it has no controlling equity stake (26% or more) or vice-versa in any in and of any Basic Services / Cellular Telephony Services/ UASL / NLD / ILD Services operating companies in India or their promoters.
6. Neither Myself nor my partners / directors have any near relation in BSNL across India.
7. I declare that I will abide the Central Govt. labour rules while carrying-out the work.
8. I declare that, payment of wages, ESI, EPF, etc. to the staffs employed by me in CSCs will be done as per the guide lines issued by Govt. of India from time to time.
9. I declare that, I/ we are not black-listed by any Central/ State Governments/ PSUs in India and GST Authority at the time of submission of bid.

If at any point of time if the above declarations are found to be false then I am liable for punishments as per BSNL tender rules.

Authorized Signatory with seal date

Full Name Block letters:

**SECTION-7 (PART-C)
NEAR RELATIONSHIP CERTIFICATE:**

(Format of the Certificate to be given by the bidder in respect of status of employment of his/ her near relation in BSNL)

The format of the certificate to be given is "I.....
s/o..... r/o.....
..... hereby certify that none of my relative(s) as defined in the tender document is/are employed in **BSNL** 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

OR

If the bidder has near relatives in the BSNL Unit where tender is being submitted, then they shall submit following details of those officers:

Sl. No.	Name of the near relative	Designation	Employed in office of	Address	Mobile No.

SECTION-7 (PART-D)

For Letter of Authorization for attending Bid Opening Event.

(To be typed preferably on letter head of the company)

Subject: Authorization for attending Bid opening

I/ We Mr. /Ms..... have submitted our bid for the tender no. BER-CSCs-OUTSOURCE/2023-24 Dated: 24.04.2023 in respect of E-EOI (expression of interest) document for outsourcing of operation and maintenance of BSNL CSC for Berhampur Telecom District. (Item of work) which is due to open on.....(date) in the Meeting Room, O/o the General Manager Berhampur BA-760001

We hereby authorize Mr. / Ms. & Mr. / Ms..... (alternative) whose signatures are attested below, to attend the bid opening for the tender mentioned above on our behalf.

.....
Signature of the Representative

Signature of Bidder/ Officer authorized to sign
on behalf of the Bidder

Name of the Representative
.....

Signature of the alternative Representative
.....

Name of the alternative Representative

Above Signatures Attested

Note 1: Only one representative will be permitted to attend the Bid opening

2:Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

ANNEXURE-I
PROFORMA

7(A) For the BIDSECURITY/EMD Guarantee

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

Sub: Bid Security/EMD inform of Bank Guarantee (EMBG).

Whereas M/s having registered office at..... (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 (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) BSNL O/o PG MBA Berhampur." payable at Berhampur.
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
E-mail id numbers

**ANNEXURE-II
For the Performance Guarantee**

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

Dated:.....

Sub: Performance guarantee.

Whereas(hereafter referred to as BSNL) has issued an AWO no.
Dated/...../20..... awarding the work ofto M/sR/o
(hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour of
.....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 Bank.....Branch
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 BSNL 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 granted to Bidder or through any forbearance, act or omission on the part of BSNL 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) BSNL O/o PG MBA, Berhampur." payable at Berhampur.
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

E-mail id numbers

ANNEXURE-III

BID FORM

To

From,

The. General Manager

.....

Berhampur BA

.....

Berhampur

.....

Bidder's Reference No: Dated.....

Ref: No **BER-CSCs-OUTSOURCE/2023-24** Dated.24.04.2023 E-EOI (Expression of Interest)

document

for outsourcing of operation and maintenance of BSNL CSC for Berhampur Telecom District.

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/corrigenda / addenda Nos. datedthe receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of **180 days** from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Nationalized/Scheduled Bank of India for a sum as mentioned in the tender document.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase/ Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: day of 2023

Signature

Witness

Name

Signature.....

In the capacity of

Name

Duly authorized to sign the bid for and on

Address

behalf of

ANNEXURE-IVMUTUAL NON-DISCLOSURE AGREEMENT

(On Rs. 100/- Non-Judicial Stamp paper to be submitted at the time of agreement)

This Agreement is made as on the day of _____ between BHARAT SANCHAR NIGAM LIMITED (BSNL), a Government of India Enterprise, having its registered office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi (hereinafter called BSNL) which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and M/s _____ Incorporated _____ having its office located _____ hereinafter referred as "_____" 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 particular project as specified in Bid document for running customer service centre of BSNL (the "Business Purpose"), BSNL and _____ recognize that there is a need to disclose to one another certain information also defined in Para-1 below and/or customer information, customer volume, pricing, technical information relating to service, provisioning, inter-connection and other potential business and or technical information as necessary to evaluate potential arrangement involving their sale of international telecommunications service 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 the discussion conducted by the parties under this Agreement in relation to feasibility and possibility of business collaborations between the parties within various areas including without limitation (i)____(ii)____(iii)____and information listed in Bid document for Customer Service Centre attached hereto and stated herein above or all information of disclosing party as in its possession under obligations of confidentiality in whatever form transmitted relating to business plan, operations and/or the proposed sale, purchase & use of telecommunications services which is disclosed by the disclosing party or its affiliates/ related Company to receiving party 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 means Information consists of certain specifications, designs, plans, systems, technology, manufacturing process, drawings, software, prototypes and/or technical information and all information & knowledge regardless of form of storage relating to or developed in connection with Business purpose and for any businesses, prices, products, markets, promotions, strategies, plans, customers, suppliers or employees of disclosing party or related Company or intellectual property owned or used by disclosing party or a related Company or licensed to the disclosing party or related Company and all copies and derivatives containing such information, that may be disclosed to other another for and during the business purpose, which a party considers confidential information. Confidential information may be in any form or medium, tangible or intangible, and may be communicated / disclosed in writing, orally, or through visual observation or learnt or accessed by or by any other means to receiving party by the disclosing party. Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary as confidential, 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. The term 'affiliate' shall mean any person or entity controlled by or under common control with a party. The related company in relation to a party means: that party's subsidiaries, holding companies and any other subsidiaries of that party's holding companies:
 - a. a company or joint venture in which a party has an equity interest, and which is or may be involved in providing a telecommunications or Internet access service; and
 - b. In case of M/s _____ and BSNL hereby agree that at during the confidentiality period:
2.
 - a. The receiving party shall use information only for the business purpose and for the purpose of evaluating and negotiating such potential arrangements 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 Customer Service Centre Bid document, 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, take all action reasonably necessary to maintain the confidentiality of the other party confidentiality in branch, secure the other party's confidentiality in practice against theft, loss or unauthorized disclosure. The receiving party may, however, disclose the information to its consultants and contractors, related company with a need to know; provided that by doing so, the receiving party agrees to bind those consultants and contractors/ related company 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, and or at the time documents and other materials are no longer required in connection with business purpose, 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.
- c. That the receiving party take reasonable steps to enforce the confidentiality obligations imposed or required to be imposed by this agreement, including diligent by prosecuting at its own cost, any breach or threatened breach of such confidentiality obligations by a person to whom it has disclosed confidential information of the other party.
- d. Neither party shall make any public announcement or press release the fact that the discussion is taking place between the parties or existence or content of this Agreement
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/ or its affiliated or related company 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 or Rules or Regulations of Regulator or appropriate authority, provided however that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonably 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 was 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. The party seeking the benefit of above exceptions shall bear the burden of proving its existence.
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 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. Each party, as a receiving party acknowledges that neither the disclosing party nor any of its representatives has made nor makes any representations or warranty, express, or implied as accuracy or completeness of the confidential information of the disclosing party and arises that it must make its own assessment of the confidential information.
6. 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.

7. Each party recognizes and agrees that all of the disclosing party's confidential information is owned solely by the disclosing party (or its licensors) affiliated/ related company 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 or seek specific performance or an immediate injunction enjoining any breach or threatened 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.
8. 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 /affiliated /related company 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 /its affiliated / related company'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.
9. 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, copyright, 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 or its affiliated/related companies to make any purchase or sale, or to enter into any additional agreement of any kind.
10. 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.
11. Each party shall pay and bear all costs and expenses incurred by it in connection with the preparation for, the performance of, and participation into the Discussion providing in format under this Agreement. Nothing contained in this Agreement may construe as restricting either party to enter into any further negotiation or agreement with third party regarding the same subject matter as the business purpose.
12.
 - a) The Disclosing Party warrants that it has all necessary rights to disclose lawfully the Confidential Information and the Confidential Information has not been provided in breach of any other agreement or arrangement with third parties. The Disclosing Party indemnifies the Recipient against liability for third party claims on that basis.
 - b) Each party warrants that it is a corporation with full corporate power and authority to enter into and do all things necessary for the performance of this agreement. Each signatory to this agreement warrants that he or she is authorized to sign on behalf of the corporation for whom he or she acts.
 - c) Each party agrees to comply with all applicable Laws and Regulations including but not limited to laws and regulations relating to export and re-export of technical data documentation and / or providing insofar as they relate to the information disclosed under this Agreement
13. Except for the covenants herein, nothing under this Agreement or in the act of disclosing Confidential Information will constitute or imply a binding obligation between the Parties if in the future, the Parties elect to enter into a business relationship, both Parties will execute a separate written Agreement.
14. Severance : If any of the provisions contained in this Agreement shall be declared invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.
15. Notice: Any notice required or permitted to be given under this Agreement shall be given in writing by personal delivery, certified or registered mail, or facsimile and shall be addressed to the nominated addresses set forth below or such other address as either Party has notified the other Party in accordance with this Article.

(i) If to BSNL:

Attention: Mr/Ms _____

Address: _____

(ii) If to M/s: _____

Attention: Mr/Ms _____

Address: _____

Fax: _____

16. This Agreement and Customer Service Centre Bid document 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.
17. The obligations of confidentiality imposed by this agreement survive the expiration or termination of this agreement for a period of two years from (i) the last date of confidential Information was disclosed to the receiving party or (ii) the completion of business purpose whichever is later.
18. The Receiving Party takes all reasonable steps to notify the Disclosing Party immediately if Confidential Information is disclosed in violation of the provisions of this Agreement or is otherwise lost or unaccounted for. Furthermore, the Receiving Party will take all reasonable steps to notify the Disclosing Party promptly of any actual or attempted use or possession of any Confidential Information by any unauthorized person or entity which may become known to it and extend reasonable cooperation to the Disclosing Party in any investigation or action against any such persons or entities.
19. Notwithstanding anything to the contrary in this Non-Disclosure and Confidentiality Agreement, if the Receiving Party learns that it is or may be required by applicable court order, law or regulation to disclose any Confidential Information, then the Receiving Party will (i) attempt to obtain a protective order or other appropriate relief in lieu of Disclosing such Confidential Information, (ii) as promptly as possible after learning of a possible disclosure requirement, and in any case prior to making disclosure take reasonable steps to notify the Disclosing Party of the disclosure requirement so that the Disclosing Party may seek a protective order or other appropriate relief, (iii) provide such cooperation and assistance as the Disclosing Party may reasonably request in any effort by the Disclosing Party to obtain such relief, and (iv) take reasonable steps to limit the amount of Confidential Information so disclosed and to protect its confidentiality.
20. This Agreement will be construed in interpreted and applied and governed in accordance with the laws of India and jurisdiction of Court at Berhampur.
21. 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 opinion, breaches and violation arising from or related to the agreement cannot be resolved within 60 (sixty) days of commencement of reconciliations / discussions, then such question, dispute or difference (except as to the matters, the decision to which is specifically provided under this agreement) shall be referred to the sole arbitrator appointed by General Manager Telecom District, Berhampur ,BSNL 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----- or BSNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the or the said officer. There will be no objection to any such appointment on the ground that the arbitrator is a BSNL employee or 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 or BSNL employee, he has expressed his views on all or any of the matters in dispute. In the event of such an arbitrator to whom the matter is referred, being transferred or vacating his office or neglecting his work or being unable to act for any reason whatsoever, Principal General Manager Telecom District, Berhampur, BSNL 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.

The Arbitration and Conciliation Act, 1996 and the rules made there under or any statutory modification or re-enactment there of or any rules made thereof shall be deemed to apply to the arbitration proceeding under this clause.

The Arbitration proceeding shall be in English language. The Venue of the arbitration proceeding shall be the office of the G.M.T.D BSNL Berhampur or such other places as the arbitrator may decide.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF BSNL

NAME:

NAME

DESIGNATION:

DESIGNATION:

DATE:

DATE:

WITNESS:

WITNESS:

1.

1.

2.

2.

ANNEXURE-V
AGREEMENT FOR CSC
(Sample format)

Outsourcing of Operation and Maintenance of BSNL CSC
 EOI No: BER-CSCs-OUTSOURCE/2023-24 Dated. 24.04.2023

This agreement made on this day of (month) (year) between a firm under Prop/Directorship **Proprietor Firm** registered under **GST No** having its office _____ and represented through..... who is duly authorized herein after called "The Contractor" (which expression shall unless executed by or repugnant to the context , include its successors, heir, executors, administrative representative and assignee) of the one part & Bharat Sanchar Nigam Limited a company incorporated under the companies act 1956 having its registered office at Bharat Sanchar Bhawan HCM Lane Janpath New Delhi hereinafter referred to as the BSNL, on other part.

Whereas the contractor has offered to enter into contract with the said BSNL for Express of Interest for outsourcing of operation & Maintenance of..... CSC, in **Berhampur SSA** on the terms and conditions herein contained in the **EOI No :- BER-CSCs-OUTSOURCE/2023-24 Dated. 24.04.2023 Berhampur SSA** and the rates **Rs _____ Per Month** approved by the BSNL (copy of Rates annexed) have been duly accepted and whereas the necessary security deposits have been furnished in accordance with the provisions of the EOI document and Whereas no interest will be claimed on the Security deposits.

Now these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows:

- 1) The contractor shall, during the period of this contract that is to say from to
- 2) The NIEOI (notice inviting EOI), EOI Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed here to and such other additional particulars, instructions, drawing, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The Agreement "or "The Contract "wherever herein used.
- 3) The contractor shall also supply the requisite number of workmen with means & materials as well as tools, appliances, machine, implements, vehicles for transportation; cartage etc. required for the proper execution of work.
The contractor hereby declares that nobody connected with or in the employment of the DOT / DTS/ BSNL is not/ shall not ever be admitted as partner in the contract.
- 4) The contractor shall abide by the terms and conditions, rules, guidelines, S&D policy 2018, safety precautions etc. stipulated in the EOI document including any correspondence between the contractor and the BSNL having bearing on execution of work.
- 5) This contract is subject to jurisdiction of court at Berhampur.

In witness whereof the parties present here into set their respective hands and seals the day and year in _____

Signed sealed & delivered by the above named

Contractor in the presence of

Witness:

1.

2.

Signed & Delivered on behalf of GMBA
 BSNL by the DGM (NW-CFA.)

Witness:

ANNEXURE-VI
Consortium Agreement

(On non-judicial stamp paper of appropriate value)

In compliance to Clause No _____ of EOI No. dated, a consortium has been formed on <Date> between <bidder's Name> and various technology providers to meet various eligibility criteria specified in the TENDER under reference.

It has been agreed amongst all the consortium members that <bidder's Name> is designated to submit the Bid on behalf of this consortium and henceforth called as bidder. It is also confirmed that all the members of the said consortium meet the eligibility conditions as specified in the above referred TENDER and have authorized the lead bidder by way of duly executed power of attorney in his favour to act on their behalf ("Lead bidder" and "bidder" has been used interchangeably).

It has also been agreed that the in its capacity as bidder, <bidder's Name> shall interact with BSNL for all obligations,

Consortium partner shall also have to furnish separate Performance Bank Guarantees (PBGs), for an amount equal to 50% of the value of Performance Bank Guarantee (PBG) submitted by the lead bidder, as mentioned in the table above, with the same validity period.

The Lead bidder and its technology/consortium partner shall be liable for due performance of the contract jointly and severally, whereas the responsibility of Consortium Partners other than lead bidder, shall be limited to such Consortium Partner's share of obligations in the contract for products and /or services as defined in the agreements signed between the Lead bidder and Consortium Partner and in accordance with the proposal submitted by the Consortium Partner to the Lead bidder. Copies of all such agreements shall form part of the consortium agreement.

The details of bidder and various and consortium partners are as under:-

For <bidder's Name>		For<Consortium Partner-1>	
Signature of Authorized Signatory		Signature of Authorized Signatory	
Name:		Name:	
Designation: -		Designation: -	
Contact Phone Number		Contact Phone Number	
E-Mail ID		E-Mail ID	
Date		Date	
Witness-I		Witness-I	
Signature of Authorized Signatory		Signature of Authorized Signatory	
Name:		Name:	
Designation: -		Designation: -	
Contact Phone Number		Contact Phone Number	
E-Mail ID		E-Mail ID	
Date		Date	
Witness-II		Witness-II	
Signature of Authorized Signatory		Signature of Authorized Signatory	
Name:		Name:	
Designation: -		Designation: -	
Contact Phone Number		Contact Phone Number	
E-Mail ID		E-Mail ID	
Date		Date	

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be executed by their duly authorized officers as of the day first above written.

ANNEXURE-VII
DEED OF INDEMNITY

(To be submitted in a non-judicial Stamp paper of as per law)

This **DEED OF INDEMNITY** is executed on this the....., by

1. <<**Name of the Bidder**>>, a company/ firm registered under the..... (Applicable acts, as the case may be) (hereinafter referred to as the **Bidder**) and having its registered office at <<Address of the Bidder>> acting through << Authorized Signatory>> is hereinafter, for the purposes of this Deed of Indemnity.

TO AND IN FAVOUR OF

Bharat Sanchar Nigam Limited, through the BSNL Office (hereinafter referred to as the **Purchaser** which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized representatives and permitted assigns) **on the Other Part.**

WHEREAS

- (a) The Purchaser had invited bids *vide* their Tender Enquiry No **BER-CSCs-OUTSOURCE/2023-24** Dated:24.04.2023 E-EOI (Expression of Interest) document for outsourcing of operation and maintenance of BSNL CSC for Berhampur Telecom District.
- (b) The Bidder had submitted its bid/ proposal dated ____ (hereinafter referred to as the 'Bid') for the provision of such services in accordance with its proposal as set out in its Bid and in accordance with the terms and conditions of the Tender.
- (c) The Bidder has in order to comply with the terms of the Tender agreed to execute the Deed of Indemnity on such terms and conditions more fully mentioned below.

NOW THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:

1. The Bidder shall, in consideration of the Purchaser making payment under and in accordance with the Tender Document, hereby agrees to indemnify the Purchaser against any costs, loss, damages and claims from third parties or liabilities suffered by the Purchaser and directly arising out of the following reasons:
 - a. Any illegal or unauthorized use or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms by the Bidder or any of its sub-contractor in the process of fulfillment of required obligations during contract period.
 - b. The Bidder shall protect, defend, indemnify and hold harmless to BSNL and its employees from and against any and all liabilities, damages, fines, penalties and cost (including legal costs and disbursements) arising from:
 - I. Any breach of any statute, regulation, direction, orders or standards from any Governmental body, Agency or regulator issued with respect to the product /services being supplied/provided under this Tender.
 - II. Any claim made by third parties arising out of the use of the services of BSNL being provided using the equipment/services supplied under the Tender to the extent these are attributable solely to the poor quality or non-compliance of the products/services to the respective specifications.
 - III. Any claims arising from other utility / service providers in connection with interruptions or degradation of their services due to services provided by bidder under this Tender.
2. The bidder also declares that in case bidder is blacklisted by GST Authorities in future & which results in loss of Input Tax Credit (ITC) to BSNL, then BSNL shall have right to recover any such loss of ITC arising on account of such black-listing.
3. This Deed of Indemnity shall stand terminated on expiry of or early termination of the contract period as envisaged in the above said Tender requirement.
4. The Deed of Indemnity shall constitute the entire indemnity provided by the Bidder for the indemnities asked in said Tender.
5. This Deed of Indemnity shall be governed by and construed in accordance with Indian law.

(Authorized Signatory)

Date:

Place:

<< **Name of the Bidder**>>

Witness 1:

Address:

Witness 2:

Address:

ANNEXURE-VIII
CHECK LIST FOR THE BIDDERS

Please ensure that all documents are fully authenticated by the Authorized Signatory with his signature with official seal, as per the eligible bidder's criteria. Offer is liable to be rejected, if enclosed documents are not authenticated.

Documents forming part of the bid (Scanned copy of documents to be uploaded in the ETS Portal): -

Sl. No.	DOCUMENTS TO BE SUBMITTED	Yes/ No
1	Cost of the tender document 1180/- or A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid. The address mentioned in the Registration Certificate & MSME certificate must be the same. The enlistment certificate issued by MSME should be valid on the date of opening of tender. The address mentioned in the Registration Certificate & MSME certificate must be the same. The enlistment certificate issued by MSME should be valid on the date of opening of tender. (Ref Clause- 4.4.2 of Section-1).	
2	Bid Security in the form of Bank Guarantee for ___/- valid up to 180 days from the date of tender opening. Or A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid. The address mentioned in the Registration Certificate & MSME certificate must be the same. The enlistment certificate issued by MSME should be valid on the date of opening of tender.	
3	Scanned Copy of Complete set of Tender documents dully filled, signed with seal and signature. (in the price bid page simply put the signature but don't quote the rates. The financial bid / price bid is to be submitted electronically after filling the desired price.	
4	Financial Bid / Price Bid dully filled should be submitted online as per the Template given at Section-6	
5	Scanned Copy of Certificate of Incorporation/ Registration of firms in etc. as applicable.	
6	Scanned Copy of Memorandum of Association (or Partnership deed, if not a proprietor firm).	
7	Details of the firm/Company along with list of Board of Directors. Along with their address & contact numbers.	
8	Scanned Copy of board resolution, authorizing a person for executing power of attorney in the name of person, who is signing the bid document. (In case of Company/Institution/Body Corporate)	
9	Scanned copy of Power of Attorney attested by Notary Public or Registered with Sub Registrar in favour of the signatory signing the offer and documents. To be submitted by limited company and partnership firms.	
10	Scanned copy of a Self - declarations regarding non-alteration or deletion in the tender document. Section-7 (Part-A) & Section-7 (Part-B)	
11	Scanned copy of Near Relationship Certificate as per Section-7 (Part-C). In case of Companies / partnership Firms all the directors/partners have to submit the certificate separately.	
12	Letter of Authorization to attend Bid opening event if representative of bidders attends to bid opening event. Else if bidder himself attends then it is not required. Section-7 (Part-D)	
13	Turnover Certificates for FY 2019-20 and 2020-2021 and 2021-22duly certified by CA along with audited balance sheet to be submitted.	
14	Bidder shall have relevant experience of setting up and running successfully at least 1000 (cumulative) square feet of raised floor commercial Customer Care Centre (excluding utilities) from a maximum of 2 commercial customer care centers locations in India, for at least 12 months on the date of EOI bid submission. OR If the bidder's company is not meeting the experience as in this Para 4.3 above, then Bid can be submitted through a legally bound consortium (format as at Section-VI) with a company who is having experience as in this Para 4.3 above. However in such case, the lead bidder	

	company must have Customer Care Centre experience in last two financial years (i.e. 2020-21, 2021-22) OR Call Centre Operators of BSNL (existing & Old), who have worked for BSNL for at least 1 year & with at least 50 operator positions per month are eligible to apply for this EOI directly without fulfilling other eligibility conditions.	
15	Experience Certificate from BSNL declaring their present status as Franchise/RD from officer not below the rank of DGM.	
16	Declaration by the bidder that it is not a licensed TSP to provide Basic Services / Cellular Telephony Services / Internet Services / UASL / NLD / ILD Services anywhere in India or owned or controlled by a TSP in India. Section-7 (Part-B)	
17	Declaration by the bidder that it has no controlling equity stake (26% or more) or vice-versa in any in and of any Basic Services / Cellular Telephony Services/ UASL / NLD / ILD Services operating companies in India or their promoters. Section-7 (Part-B)	
18	Valid PAN Card in the name of the firm. For companies and partnership firms the authorized signatory has to submit copy of his own PAN card and Aadhar Card in addition to PAN card of the company.	
19	Valid Goods and Services Tax Registration details.	
20	NOTE Clarification: If an individual who is a RD or franchisee of BSNL having an Experience, PAN Card, GST Registration in his own name can apply in his own name or proprietorship firm which he/she has registered Provided he/she should submit a notarized paper regarding this matter.	
21	Cost of the tender document 1180/- or A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid. The address mentioned in the Registration Certificate & MSME certificate must be the same. The enlistment certificate issued by MSME should be valid on the date of opening of tender. The address mentioned in the Registration Certificate & MSME certificate must be the same. The enlistment certificate issued by MSME should be valid on the date of opening of tender.	

Note-1:

1. If any document is not applicable to the bidder, one declaration to that effect citing the reason of non-applicability should be uploaded against that serial.
2. **It is strictly instructed that documents should be uploaded in order as detailed above. File name must be same, as mentioned above. In case of jpg/jpeg format file, please use the extension jpg/jpeg in place of pdf.**
3. No document should be uploaded twice.
4. If document asked for contains more than one page then all those pages may be uploaded in one PDF file.
5. **All the documents (as mentioned above in check list) need to be self-attested and uploaded in ETS portal. If any lapses are found then the bid will be summarily rejected.**
6. **Verification of Original documents may be made as per the requirement of TEC.**

Note-2:

In addition to above, Original Price Schedule as per Section-6 to be uploaded in ETS portal directly and no scanned copy should be uploaded.

ANNEXURE-IX

(Format of undertaking / declaration to be given by the existing / past vendors of BSNL Odisha Circle towards EMD / BID Security Adjustment from pending bills)

To

The GMBA, Berhampur

Ref: NIT No. BER-CSCs-OUTSOURCE/2023-24 Dated: 24.04.2023.

Name of work: EOI for Outsourcing of CSC's of Berhampur SSA , Berhampur BA

SUB: Declaration-cum-undertaking for EMD / Bid Security of _____

Sir,

I am submitting the following undertaking/declaration towards EMD/Bid Security adjustment from my pending bills at your end.

DECLARATION-CUM-UNDERTAKING FOR EMD/BID SECURITY

1. I/We..... do hereby submit an unqualified and unconditional declaration cum undertaking that, I am a contractor of BSNL, Odisha Circle, Berhampur (Vendor Code.....) from to of SSA/Unit
- 2) That, I have not received payment from BSNL Odisha Circle amounting Rs..... (Rupees.....) against the submitted bills for different works carried out for BSNL and bills were duly passed for payment and the payment in all respect is overdue for over 90 days as on the date of publication of NIT. (Supporting documents duly attested/certified by the concerned Accounts Officer (BSNL) of the BA/SSA are to be enclosed.)
- 3) That, I request you to consider an amount of Rs (Rupees.....) equivalent to EMD/BID security of zone no..... of NIT No.Dt..... which may be retained out of the outstanding towards EMD/BID security without any interest or other liability on BSNL for the same tenure (180 days) and terms and conditions of EMD/BID security for NIT No..... Dated
- 4) That, if I will be successful in the tender, I will submit Performance Security Guarantee Bond as per tender norms. If I will not submit Performance Security Guarantee Bond, my EMD/BID security amount will be forfeited by BSNL and I will not claim it in future.

Signature of the bidder with date & Seal

Name of the Bidder

Document no kept as block in ERP:

Signature of AO with Seal:

ANNEXURE-X

To

The General Manager Berhampur BA,
Berhampur-760001 (ODISHA)

Sir,

Kindly pay any amount due to us to our Bank Account as detailed below either by Electronic Clearance/Electronic Fund Transfer mode and oblige.

*VENDOR CODE (BSNL)	
NAME OF THE CONTRACTOR/FIRM	

* If not available then fill up the below mention form.

Sl. No.	Item	Details
1	NAME OF THE CONTRACTOR	
2	NAME OF THE BANK	
3	NAME OF THE BRANCH	
4	NATURE OF ACCOUNT CA/SB/CC	
5	ACCOUNT NUMBER	
6	BANK CODE (MICR CODE)	
7	BANK IFSC CODE	
8	ADDRESS OF BANK	

DATE: _____

SIGNATURE OF SUPPLIER/BIDDER

(TO BE FILLED IN BY THE BANK AUTHORITIES)

The information furnished above is correct as per our records.

SIGNATURE OF MANAGER _____
WITH BANK SEAL AND DATE

Tel No: _____ Fax No:.....

Original copy signed by Bank Officer with seal to be submitted.

N.B.:- The bidder(s) who has/have already vendor code under BSNL Odisha Circle need not to fill up this mandate form or Vendor Master Form.



VENDOR MASTER FORM

(The details listed will be used for making all payments against POs / WOs, refund of EMDs / SDs, intimation of payments by email, issue of TDS certificates, C Form for CST purchases etc.)

(*) Minimum Required Fields to be filled by the Company/Vendor. Please Attach copies of the supporting documents.

Title* :

Mr.	Ms.	M/s	Dr.
-----	-----	-----	-----

Name* :

Address * :

Town/District* :

--	--	--	--

City* :

--	--	--	--

State* :

--	--	--	--

Postal/Pin code* :

--	--	--	--	--	--

 Country* :

--	--	--	--

Contact Details:

Telephone Number :

--

 Fax No. :

--

Email_id :

--

Name of Contact Person :

--

 Mobile No. :

--	--	--	--	--	--

Alternate Contact Person :

--

 Mobile No. :

--	--	--	--	--	--

Tax information:

PAN :

--	--	--	--	--	--	--	--

GST reg. no. :

--	--	--	--

LST (Local VAT reg.No.) :

--

 CST Reg. No :

--

Tax Registration no. (for Foreign Vendors) :

--

Income Tax Exemption details:

IT exemption no. :

--

 IT exemption rate :

--

IT Exemption date :

--	--	--	--	--	--

IT exemption date from :

--	--	--	--	--	--

 IT exemption date to :

--	--	--	--	--	--

Excise Details:

Read & Understood

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

Payment Transaction/Bank Details:

Bank Country :

Bank Name :

Bank Address :

Bank A/c No :

Bank IFSC :

Account holder's Name :

Type of Account : Savings(10) Current(11)

SWIFT Code (for Foreign Vendors) :

IBAN (for Foreign Vendors) :

(Enclose a blank Cheque / a photocopy of the Cheque to verify A/c No. & Bank details)

Industry Status:

Micro/ SSI Status : Yes No

1. I/We hereby authorize BSNL to make all payments to us by cheque /direct credit to our bank account details which are specified above.
2. I/We hereby authorize BSNL to deduct bank charges applicable for such direct bank payments.

- Note:
1. If PAN is not provided; TDS @20% will be deducted wherever applicable.
 2. If Excise Registration/Goods &Service Tax Registration/VAT Registration Number is not provided, then the taxes will not be paid wherever applicable.
 3. If Bank Particulars are not provided, the payment will be made by Cheque only.
 4. If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

Company / Vendor Authorized Signatory / Designation Date: Company Seal

(For Office Use)

Vendor Account Group : Payment Method :

TDS Type - Invoice : TDS Code - Invoice :

Checked by:	Authorized by (Finance)	SAP Vendor Master Created on	SAP Vendor Code