



**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)  
Office of the General Manager Telecom District  
Rourkela-769001

**Outsourcing of Operation and Maintenance of BSNL CSC**

**EOI No: N-77/2020-21/6**

**EOI Document for Expression of Interest (EOI) for Operation and Maintenance of BSNL CSC of BSNL Rourkela Telecom District**

**Cost of Tender Document: - Rs.1,180/-**  
**(This includes Tender document Cost Rs.1,000/- and GST @ 18% i.e. Rs.1180/-)**

**NOTE: One Tender form should be used for one Cluster only.**

**Total number of Pages: 34 Nos.**

**BHARAT SANCHAR NIGAM LIMITED**  
(A Government of India Enterprise)  
O/o General Manager Telecom District, Door Sanchar Bhawan,  
Rourkela-769001.  
(Telephone: 0661-2600485, 2600499 & Fax No: 0661-2600002)

**E-TENDER DOCUMENT**

Tender No. EOI No: N-77/2020-21/6

Dated: 20-06-2020

**Sub: -** e-EOI Document for Expression of Interest (EOI) for Operation and Maintenance of BSNL CSC of BSNL Rourkela Telecom District.

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

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If interested, kindly submit your bid offers online on or before date & time specified in Clause 6 of detailed NIT

**AGM (Planning), O/o GMTD, BSNL, Rourkela**  
Tel.: 0661-2600485, Email: sdeplgrkl@gmail.com

Regd. & Corporate Office: Bharat Sanchar Bhavan, H.C.Mathur lane, Janpath, New Delhi-110001  
Corporate Identity Number (CIN):U74899DL2000GOI107739  
[www.bsnl.co.in](http://www.bsnl.co.in).

No: N-77/2020-21/6

Dated: 20-06-2020

**BHARAT SANCHAR NIGAM LIMITED**  
**O/o General Manager, Rourkela Telecom District BSNL**

Expression of Interest for  
Outsourcing of Operation and Maintenance of BSNL CSCs  
in Rourkela Telecom District

**Tender No. EOI No: N-77/2020-21/6**

**Dated: 20-06-2020**

Signature of Bidder.....

Name of Bidder.....

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

BA of the CSCs for which EOI is being submitted .....

Last date of submission: Up to 13:00 Hrs of 17-07-2020

Date of opening of Bid: at 15:00 Hrs of 18-07-2020

**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: -**

SN	Documents
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.
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 Templet given at annexure-I
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 - declarations regarding non-alteration or deletion in the tender document. Annexure-X
12	Scanned copy of Near Relationship Certificate as per <b>annexure-II</b> . 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. Annexure-III
14	Turnover Certificates for FY 2016-17, 2017-18, 2018-19 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. <b>OR</b> 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. 2017-18, 2018-19) <b>OR</b> 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.
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. Annexure-X
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. Annexure-X
19	Valid PAN Card in the name of the firm. For companies and partnership firms the authorized signatory has to submit copy of his his own PAN card and Aadhar Card in addition to PAN card of the company.
20	Valid Goods and Services Tax Registration details.
NOTE	<b>Clarification:</b> The name in the experience certificate, PAN Card, GST etc must be the same as the bidder applying for any zone. Experience or PAN or GST having in the name of Individuals but applying in the name of a firm will be rejected out rightly.

For and on behalf of M/s..... (Insert Name of Bidding Company)

Signature and Name of the Authorized signatory of the Company with date seal

Note: all documents should be self-attested by the bidder with seal and signature

BHARAT SANCHAR NIGAM LIMITED  
O/o General Manager, Rourkela Telecom District  
BSNL, Rourkela

Details of the CSC for which the EOI is applied

(To be filled by the applicant)

Name of the BA/SSA	Name of the CSC	Category of CSC

Name and address of the firm

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

Phone No. (s) :

Office :

Residence :

Mobile :

Details of the EOI Document Cost and Ernest Money Deposit:

Particulars	Particulars of DD/BG	Issuing Bank with branch name	Issuing date	Validity up to	Amount in Rs.
EOI Document cost	DD No-			N/A	Rs.1180/-
EMD (in the form of BG)	BG No-				

Seal & Signature of Bidder .....

**SECTION – A**  
**DETAILED NOTICE INVITING E-TENDER (DNIT)**  
**BHARAT SANCHAR NIGAM LIMITED**  
**(A Government of India Enterprise)**  
**O/o General Manager Telecom District, Door Sanchar Bhawan,**  
**Rourkela-769001.**

On behalf of Bharat Sanchar Nigam Limited (BSNL), e-EOI is invited on two stage bidding system from Individuals/Companies/Firms registered in India fulfilling the eligibility conditions, as per EOI document.

SN	Item	Particulars
1	EOI Notice No & date	EOI No: N-77/2020-21/6 Dated: 20-06-2020
2	EOI item	Outsourcing of Operation and Maintenance of CSCs of Rourkela Telecom District.
3	EOI Document can be downloaded from	odisha.bsnl.co.in & https://etenders.gov.in/eprocure/app
4	Last Date of Submission of EOI	Up to 13:00 Hrs of 17-07-2020
5	Date & Time of Opening of EOI	15:00 Hrs of 18-07-2020

The List of CSCs for which Outsourcing of Operation and Maintenance is required is as detailed below.

Cluster No	CSC NAME	CSC Category	EMD (In Rs.)	PBG ( In Rs )	EOI form cost Rs. (Non-refundable) including 18 % GST
1	Door Sanchar Bhawan	Type-1	100,000/-	3,50,000 /-	1180/-
2	Telephone Bhawan, Sector-6	Type-3	10,000/-	1,00,000 /-	1180/-
3	Telephone Kendra, Rourkela	Type-3	10,000/-	1,00,000 /-	1180/-
4	Sundargarh	Type-3	10,000/-	1,00,000 /-	1180/-
5	Rajgangpur	Type-3	10,000/-	1,00,000 /-	1180/-
6	Bonai	Type-3	10,000/-	1,00,000 /-	1180/-

**Note1:** The Bidder participation for CSCs will be considered as per the information given in Annexure-I of Section-XIII 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 CSCs 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 among the eligible bidders for each CSC shall be awarded the work for that CSC. Bidder may choose to bid for any number of CSC offered in the EOI. However, evaluation shall be done for each CSC separately.

**Note4:** BSNL has Fixed a Minimum base price for each CSC. Bidders have to quote a Price equal to base price or more than the base price fixed by BSNL. In case any of the bidders quote a price less than base price then the Bid will be rejected out-rightly.

1. Availability of EOI Document on the e-tender portal for bid submission: The EOI document shall be available for downloading from BSNL website [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) from **04-07-2020** onwards. The same tender document is uploaded on BSNL website shall be made available on e-tender portal (<https://etenders.gov.in/eprocure/app>) from **04-07-2020 from 18.00 Hrs** onwards for start on online bid submission

1.1 Physical copy of the EOI document would not be available for sale.

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

1.3 List of CSCs in Rourkela SSA and base price fixed by BSNL is available at Annexure IV of the tender document.

**2. 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 put in the proposal:

2.1 Bidder Company shall be registered & incorporated in India under the Company Act, 1956 or 2013 as the case maybe or Partnership Firm / Proprietorship Firm

2.2 The bidder 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 last 3 years (i.e. financial year 2016-17, FY 2017-18, FY 2018-19). Audited Balance Sheets for the last three years shall be submitted as a supporting document.

OR

**Signature of the bidder with Date & Seal**

Bidder Company shall have a Net worth of INR 2 Crores on 31<sup>st</sup> March'19. 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.

2.3. 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 2.3 above, then Bid can be submitted through a legally bound consortium (format as at Annexure-IX) with a company who is having experience as in this Para 2.3 above. However in such case, the lead bidder company must have Customer Care Centre experience in last two financial years (i.e. 2017-18, 2018-19).

**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.

2.4 All existing BSNL franchisees / RD (CM, CFA, Integrated) having 50 Lakhs Cumulative turnovers from BSNL business during last Three years (i.e. financial year 2016-17, FY 2017-18, FY 2018-19) are eligible and do not need any more eligibility Criteria as mentioned in 2.2 or above

2.5 Bidders are required to submit certificates/documentary proof for item (2.1) to (2.3). The verifiable reference along with the contact details shall also be cited in the bid document for item at 2.3.

2.6 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

2.7 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.

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

Intending bidder may download the EOI document from <https://etenders.gov.in/eprocure/app> and <https://odisha.bsnl.co.in> on payment of Rs. 1180/- only (Non-Refundable) on all working days.

The payment shall be accepted in the form of A/c Payee Demand Draft, drawn in any Scheduled Bank in India in favour of "Accounts Officer (Claim), O/o GMTD, Rourkela".

3. Bid Security may be submitted in the form of Bank Guarantee for each CSC as mentioned above. The proforma of EMBG is available as Annexure-V or in the form of A/c Payee Demand Draft, drawn in any Scheduled Bank in India in favour of "Accounts Officer (Claim) BSNL, Rourkela."

Name of the Bank and Branch	UNION BANK OF INDIA, KOEL NAGAR, AMBAGAN BRANCH, ROURKELA
Accounts Name	A.O(Claim), BSNL, O/o GMTD, Rourkela
Account Number	455601010032049
IFSC Code	UBIN0545562
Address of the Bank	UNION BANK OF INDIA, SECTOR-2, AMBAGAN BRANCH, ROURKELA
MICR Code	769026003
Mail Id :	gmtdrkl12@rediffmail.com
Contact No	9437577710
GSTIN No.	21AABCB5576G1ZX

4. EOI document may also be downloaded from BSNL site [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) and cost of document in the form of DD be deposited along with the bid.

5. Bid Validity Period: 150 days from the tender opening date and can be extended

6. Submission of EOI: – EOI Price bid should be submitted online on E-tenders website.

7. Offline Documents:

The following documents are required to be submitted to Technical Evaluation Committee at the time of technical bid evaluation.

- 1) EMD – Bid security (in original )
- 2) DD/ BG of EOI fee (in original)
- 3) Power of Attorney (If applicable)
- 4) Complete set of tender document up-loaded on-line in original

Note: At the time of opening the bids, initially offline submission envelope of all bidders will be opened. The Electronic envelope consisting Technical bid of only those bidders will be opened who have submitted required documents mentioned above as offline submissions.

8. Opening of EOI: – EOI shall be opened as per schedule attached, in the office of the AGM (Planning) O/o GMTD, Rourkela, 769001 in the presence of bidders/ authorized representatives of the bidders who wish to be present.

9. Fee for EOI Document is neither transferable nor refundable.

**Signature of the bidder with Date & Seal**

SECTION-B**1. Scope of work for “Operation & Maintenance of BSNL CSCs”.**

1.1 The broad scope of the CSC operations is as follows:-

- (a) Sale of new SIMs. Normal and Bulk Booking/Vanity and fancy number booking/Post paid to pre-paid and vice versa conversions.
- (b) Plan change/ISD /International roaming.
- (c) VAS services.
- (d) Replacement of SIMs
- (e) Sale of post paid mobile connections
- (f) Sale of Top-ups/STVs /PVs
- (g) Sales Complaint redressal.
- (h) Processing of MNP requests
- (i) Bill collection of Landline/Broadband/FTTH/Post paid Mobile
- (j) New Phone bookings and feasibility of and line/Broadband/FTTH/Wings / ASEEM, Vanity booking/ISDN/PRI/BRI.
- (k) DND Activation/deactivation.
- (l) Handling of bill related queries and complaints.
- (m) Receiving and co-ordinating request for shift, name transfer and closure of connections.
- (n) 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.

All the above activities are to be done for retail as well as bulk/enterprises customers

1.2. 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 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.

**2. Other Terms and conditions**

- i. 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 6:30 pm for all Category – II & III on all days except National holidays.
- ii. Proper training and dress code for staff manning the counters should be ensured by the bidder.
- iii. Sale of products and services should be restricted only within CSCs.
- iv. The bidder will not be allowed to sell any non BSNL products from the CSC.
- v. 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.
- vi. The details of S&D Policy 2018 are enclosed as ANNEXURE-B
1. Bidder shall be paid Rs 20 per Aadhaar demographic / Biometric or both updating and Rs 50 per for new Aadhaar generation (Successful) or mandatory bio metric update. For Aadhaar related activity operator should be through approved / empaneled agency by UIDAI. Penalty imposed by UIDAI for wrong Aadhaar Generation / wrong Demographic / Biometric updation will be passed on 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 / de activation 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 Re charge sale which is otherwise paid as per franchisee S&D policy 2018.

**Signature of the bidder with Date & Seal**



5. All changes in Franchisee S&D policy will be implemented with reference to the Commission structure as and when BSNL does so.

3.1 : Documents to be submitted for eligibility

SN	Documents
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.
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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 Templet given at annexure-I
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 - declarations regarding non-alteration or deletion in the tender document. Annexure-X
12	Scanned copy of Near Relationship Certificate as per <b>annexure-II</b> . 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. Annexure-III
14	Turnover Certificates for FY 2016-17, 2017-18, 2018-19 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. <b>OR</b> 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. 2017-18, 2018-19) <b>OR</b> 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.
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. Annexure-X
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. Annexure-X
19	Valid PAN Card in the name of the firm. For companies and partnership firms the authorized signatory has to submit copy of his his own PAN card and Aadhar Card in addition to PAN card of the company.
20	Valid Goods and Services Tax Registration details.
NOTE	<b>Clarification:</b> The name in the experience certificate, PAN Card, GST etc must be the same as the bidder applying for any zone. Experience or PAN or GST having in the name of Individuals but applying in the name of a firm will be rejected out rightly.

3.2. In 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.

3.3 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.

3.4 No change in consortium members i.e. addition or dropping of a member shall be permitted after the submission of the bid.

4. Duration of the contract period.

**Duration of contract will be 1 year.** After 1 year, contract may be extended further for 1 year on same terms and conditions based on performance

5. 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 Annexure – I. 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.

**Signature of the bidder with Date & Seal**

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.

6. Performance Bank Guarantee (PBG)

(a) The successful bidder shall have to pay Performance Bank Guarantee (PBG) as per Annexure-VI as detailed below

PBG (Performance Bank Guarantee) of:

Rs.3.5 Lakhs for Category – I per CSC

Rs.2.5 Lakhs 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 Eighteen months. For extension of Contract further for Second year, PBG shall be to be renewed accordingly.

(c) 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)

7. 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.

8. 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 10%.

b) Failure to meet the targets for two successive quarter 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.

9. 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 / 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 Rourkela Court alone shall have the territorial jurisdiction to adjudicate upon the matter.

10. Clarification for Queries raised regarding Policy Guidelines for outsourcing the Operation and Maintenance of BSNL CSCs is enclosed as ANNEXURE-A

**Section-C****General Instruction**

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/e procure/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.

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**Signature of the bidder with Date & Seal**

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:
    - o Submission of Bid Security / Earnest Money Deposit (EMD)
    - o Submission of digitally signed copy of Technical Bid & Financial Bid (Excel Sheets).
    - o EOI Documents / Addendum / Addenda
    - o Two Envelopes
    - o Techno-commercial –Part
    - o 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. Offline Submissions:

The following documents are required to be submitted to Technical Evaluation Committee at the time of technical bid evaluation.

1. EMD-Bid Security (Original copy).
2. DD / Bankers cheque for EOI Fee drawn in favour of AO (Claim), O/o GMTD, Rourkela, BSNL
3. Power of attorney if applicable
4. Complete set of Tender documents that is scanned and uploaded.

Note: The Bidder has to upload the Scanned copy of all above said original documents as Bid-Annexure during Online Bid-Submission also.

29. 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.

30. 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:**

<b>BSNL Contact-1</b>	
BSNL's Contact Person	Dhanurjaya Majhi, AGM (Planning)
Telephone& Mobile	9437048877
E-mail ID	dmajhi@bsnl.co.in
<b>BSNL Contact-2</b>	
BSNL's Contact Person	Jatindra Nath Das, SDE (Planning)
Telephone & Mobile	9434041296
E-mail ID	sdeplgrkl@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>) , 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 computer and remember its name & location for uploading correct file (duly filled in) when required.

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 (Claim), O/o GMTD, BSNL, Rourkela on receipt of demand received from PLG/Accounts section O/o GMTD Rourkela within 6 working days.

Sl. No.	Name of CSC	SSA/BA & Category of CSC	Units	Base Price fixed by BSNL	Monthly Amount to be paid to BSNL (in Rs.)**	Monthly Amount to be paid to BSNL (in Rs.)** in words
1	Door Sanchar Bhawan	Type-1	1			
2	Telephone Bhawan, Sector-6	Type-3	1			
3	Telephone Kendra, Rourkela	Type-3	1			
4	Sundargarh	Type-3	1			
5	Rajgangpur	Type-3	1			
6	Bonai	Type-3	1			

\*\* 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)

**BSNL has Fixed a Minimum base price for each CSC. Bidders has to quote a Price equal to base price or more than the base price fixed by BSNL. In case any of the bidder quote a price less than base price then the Bid will be rejected out-rightly.**

The List of CSCs for which Outsourcing of Operation and Maintenance is required is as detailed below.

Sl. No.	Name of CSC	SSA/BA & Category of CSC	Units	Base Price fixed by BSNL
1	Door Sanchar Bhawan	Type-1	1	
2	Telephone Bhawan, Sector-6	Type-3	1	
3	Telephone Kendra, Rourkela	Type-3	1	
4	Sundargarh	Type-3	1	
5	Rajgangpur	Type-3	1	
6	Bonai	Type-3	1	



**MUTUAL NON-DISCLOSURE AGREEMENT**

**(On Rs. 100/- Non-Judicial Stamp paper)**

This Agreement is made as of 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 Rourkela.

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 C.G.M.T 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 theor 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, the C.G.M.T 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 Rourkela 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  
NAME:  
DESIGNATION:  
DATE:  
WITNESS

1

2

FOR AND ON BEHALF OF BSNL  
NAME:  
DESIGNATION:  
DATE:  
WITNESS

1

**ANNEXURE – IV**

**Format of Certificate about close relatives working in BSNL  
(To be submitted by all the Owner/ Partners/Directors of the Company)**

“I ..... s/o ..... r/o ..... here by certify that none of my relative(s) as defined in the EOI document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it 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.”

The near relatives for this purpose are defined as:-

- a) Members of a Hindu undivided family.
- b) They are husband and wife.
- c) The one is related to the other in the manner as father, mother, son(s) & son’s wife (daughter in law), Daughter(s) and daughter’s husband (son in law), brother(s) and brother’s wife, sister(s) and sister’s husband (brother in law).

Dated this ..... Day of ..... 20...

Seal and Signature: .....

ANNEXURE –V

PROFORMA for the BID SECURITY/ EMD Guarantee  
(To be typed on Rs.100/- non-judicial stamp paper)

Sub: Bid Security/EMD guarantee.

Whereas M/s .....R/o ..... (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs. ..../- (here after known as the "B. G. Amount") valid up to ...../ 20..... (here after known as the "Validity date") in favour of General Manager, Rourkela Telecom District, Rourkela (Hereafter referred to as BSNL BBSR) for participation in the tender for..... 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 BBSR 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 BBSR 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 BBSR 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 BBSR 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 BBSR under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL BBSR 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 BBSR that the BSNL BBSR 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 BBSR 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 BBSR or any indulgence by the BSNL BBSR 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 BBSR 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 BBSR demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Claim), O/o GMTD, Rourkela, BSNL payable at Rourkela.

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: .....

(Signature of the Bank Officer)

Date: .....

Rubber stamp of the bank

Authorized Power of Attorney Number: ..... Name of the Bank officer:

.....

Designation: .....

Complete Postal address of Bank: .....

.....

Telephone Numbers .....

Mail ID .....

**ANNEXURE –VI**

**Performa For the Performance Bank Guarantee**

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

Dated:.....

Whereas General Manager, Rourkela Telecom District,, BSNL Odisha R/o  
.....(hereafter referred to as BSNL BBSR )

has issued an APO no.  
..... Dated ...../...../20.....the supply of .....  
..... for M/s.....R/o .....

..... (hereafter referred to as "Bidder") and BSNL BBSR has asked him to submit a performance guarantee in favour of General Manager, Rourkela Telecom District, Rourkela 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, " Name of the Bank" do hereby undertake and assure to the BSNL BBSR that if in the opinion of the BSNL Rourkela, 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 BBSR the said sum limited to P.G. Amount or such lesser amount as BSNL BBSR may demand without requiring BSNL BBSR 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 BBSR shall be conclusive as regards the liability of Bidder to pay to BSNL BBSR 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 BBSR 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 BBSR 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 BBSR 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 BBSR or any indulgence by BSNL BBSR 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 BBSR 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 BBSR demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash ), BSNL, Rourkela" payable at Rourkela.

8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank:.....

Telephone Numbers .....

Fax numbers .....

**Signature of the bidder with Date & Seal**

ANNEXURE –VIIBidders Profile

SN	Details Required	Response from the bidder
1	Full Name of the Firm ( in capital letters)	
2	Address of the Firm	
3	Contact Number. Of the Firm	
4	Details of the authorized signatory	Name, Designation, Phone, Mobile, Email etc.
5	Type of Firm (proprietary /Partnership/Ltd/Pvt. Ltd)	
6	Income Tax Account No./ Pan No.( Latest Income Tax clearance certificate to be attached with proposal)	
7	The Capacity in which applied - Franchisee / RD / General	
8	List of Board of directors / Partners	

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

Signature designation & Seal of Firm  
Name & Full Address of the Firm



LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach before date of bid opening)

To

The AGM (Planning)  
O/o GMTD, BSNL, Rourkela.

Subject: Authorization for attending bid opening on \_\_\_\_\_(date) in the EOI of \_\_\_\_\_.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of \_\_\_\_\_.

Order of preference

Name

Specimen Signature

i.

ii.

Alternate representative

Signature of Bidder or authorized signatory to sign the bid Documents on behalf of the bidder

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend. Permission for entry to the hall where Bids are opened may be refused incase authorization as prescribed above is not received.

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-X**

**SELF-DECLARATIONS**

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

1. I have not 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.

If at any point of time if the above declaration 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

**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 franchisees 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 esc.
- 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-11 & 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 Sanchar Soft, Kenan FX, Minsat etc.  
Ans: Suitable login arrangements will be available for bidder as user
- Q7. Noncommercial transactions made by bidder should include change of billing address, change of mobile No., GSTIN update, change of plan, 5% rebate to Govt. employees 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: 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 2 year which can be further extended for 1 year based on bidder performance under same terms and conditions.  
Ans: Not 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 esc for improvement of esc 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.

### **Eligibility Criteria**

Q20. 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**

Q21. Following may be added Priority will be given to Franchisee 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.

Q22. Clause 6 - 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.

Q23. Clause6.2. 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).

Q24. 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

Q25. 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/empanelled by UIDAI. Any penalty by UIDM will be passed on to the bidder

**AGREEMENT**

This agreement made on this ..... day of (month) ..... (year) ..... between M/s \_\_\_\_\_ a firm under Prop/Directorship \_\_\_\_\_ registered under GST No \_\_\_\_\_ having it's office \_\_\_\_\_ and represented thorough \_\_\_\_\_ 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 it's registered office at Bharat Sanchar Bhawan HCM Lane Janpath New Delhi hereinafter referred to as the BSNL, of other part.

Where as the contractor has offered to enter into contract with the said BSNL for Express of Interest for outsourcing of operation & Maintenance of CSC, \_\_\_\_\_ in \_\_\_\_\_ on the terms and conditions herein contained in the EOI No :- \_\_\_\_\_ Dated \_\_\_\_\_ and the rates Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) Per Month approved by the BSNL (copy of Rates annexed) have been duly accepted and where as 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.
- 4) 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.
- 5) 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.
- 6) This contract is subject to jurisdiction of court at \_\_\_\_\_.

In witness whereof the parties present here into set their respective hands and seals the day and year in \_\_\_\_\_  
Above written:

Signed sealed & delivered by the above named Contractor in the presence of

Witness:

- 1
- 2

Signed & Delivered on behalf of BSNL by the AGM (NP-CFA)

Witness :

- 1
- 2

**Annexure-XII**

Commission structure for CFA products as per S&amp;D Policy. Subject to change from time to time

NAME OF THE PRODUCT & SERVICES	Commission	Commission schedule
<b>NEW CONNECTIONS</b> Stand alone LANDLINE Stand alone Broadband COMBO	One Month FMC with subject to condition a minimum of Rs 200/SA LL Rs 400/SA BB Rs 600/COMBO	100% commission payment after realization of 1 <sup>st</sup> Bill.
<b>Annual/Bi-annual/3Yr Payment</b> Stand alone LANDLINE Stand alone Broadband Combo.	Commission in addition to the 1 <sup>st</sup> Row above 40% for SA LL 60% for SA BB 80% for COMBO	
<b>RECONNECTION of</b> Stand alone LANDLINE Stand alone Broadband Combo	Rs 100/SA LL Rs 200/SA BB Rs 300/COMBO	100% commission payment after realization of 1 <sup>st</sup> Bill after Reconnection.

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 <sup>st</sup> Bill.
VPN/CUG Connection (Min – 5 Connections)	One Month FMC Per Member.	
FREE PHONE Service	Rs 5000/Connections.	
UNIVERSAL ACCESS Number		



<b>Commission Structure of Consumer Mobility Product and Services</b>			
<b>Compensation Structure of Consumer Mobility Product and Services for Franchisee / e-Distributor / Rural distributor / Retailers / Post Offices / Large Retail Chain/ PCO Operators / DSAs/Online SIM selling distributor (in Rs.)</b>			
<b>Sr. No.</b>	<b>Name of Product Service</b>	<b>Particulars</b>	<b>Initial discount/margin to Franchisee</b>
<b>Post-Paid Products</b>			
1	Post- Paid Voice & Data Plan or any monthly plan	For 32K to 128K-Normal SIM/ Micro SIM/ Nano SIM Re-Pluggable SIM ( Normal + Micro) Re-pluggable SIM which contains Nano SIM	Rs. 10/- per SIM (inclusive of GST) and Rs.10/- after submission of Customer Application Form (CAF) and after activation of SIM.(Note)
		For 256K Normal / Micro / Nano SIM/ Re-1pluggable	Rs.50/- Per SIM (inclusive of GST)
	Any Monthly Plan	Rs.80/- on deposit of security amount at the time of activation Balance incentive if any will be paid @14% of Fixed monthly Charges (FMC) at the end each month for six months subject to maximum of 90% of lowest FMC or Rs 500/- ( Including initial payment of Rs. 80/-) whichever is less and payment of monthly bills by the customer.	
<b>Pre-Paid Products</b>			
2	Post- Paid Voice & Data Plan or any monthly plan	For 32K to 128K-Normal SIM/ Micro SIM/ Nano SIM Re-pluggable SIM ( Normal + Micro) Re-pluggable SIM which contains Nano SIM	ii. Rs.10/- after submission of Customer Application Form (CAF) and Rs.10/- after activation of SIM. ( Note)
		For 256K Normal / Micro / Nano SIM/ Re-pluggable	ii. Rs.50/- after submission of Customer Application Form (CAF) and Rs.10/- after activation of SIM. ( Note)
	Plan Voucher	i. 90% of Plan voucher or Rs.100/- whichever is less. For special plans where discount specified, the same is applicable and Rs.10/- after submission of Customer Application Form (CAF) and after activation of SIM. ( Note)	
<b>Hardware Products</b>			
3	Data Card	On purchase of each data card	Discount @ 8% on Sale Price ( See Note)
<b>Ad-On Products</b>			
4	Pre-paid to Post paid plan conversion	Pre-Paid to Post-Paid GSM etc.	50% of FMC subject to max. of Rs.150/- after payment of 1st bill.
5	VAS retailing	Retailing of Value added services through channel partners	Discount on EUP ( End User Price) same as in case of Top-up/recharge ( See Note)
6	RCVs & TOP-UPS Products	All Top-up Vouchers / Flexi Top-up / STV (Special Tariff Vouchers)/ RCV (Recharge Vouchers) / C-TOPUP	Discount @ 4.66% on MRP (See Note).
<b>Post-Paid Bill payment through CBP system</b>			
7	Mobile Post- paid bill payment	Mobile Post-paid bill payment through CBP-system	Discount / margin of flat 2% for mobile post-paid bill payment (inclusive of GST) on submission of invoice.
<b>Note:-</b>			
1. Discount on various kinds of SIMs is as per T&C cell letter no. 26-19/2012-T&C-CM dated 18.1.2016, 9.12.2016, and 05.07.2017 and S&M-CM cell letter no. 27-18/2017- S&M-CM/7 dated 07.11.2017 and it is subject to revision.			
2. Enhanced upfront discount to franchisee on SIM price and enhanced CAF incentive to Franchisee is promotional and subject to revision.			

Signature of the bidder with Date &amp; Seal

3. BSNL will charge GST on the price at the transaction value i.e. the price at which BSNL sells c-topup/ voucher to the franchisee as against the discount calculated on the MRP earlier. Quantum of discount shall be communicated time to time and subject to revision as per market dynamics. The amount of discount (when applied on the gross amount tendered by the franchisee) will be reviewed & recount from time to time based on the applicable rate of GST. This may be included in commercial agreement with franchisee at the time of migration/EOI

4. EUP = End User Price is amount in Rs. for which VAS services sold to customer. Commission on MRP as in case of recharge/top-up. Same Pre-paid wallet is being used by retailers for VAS retailing.

5. Prices, discounts etc as indicated above are as applicable on date and are likely to change from time to time as communicated by BSNL.