



**BHARAT SANCHAR NIGAM LIMITED**  
O/o. DEPUTY GENERAL MANAGER (HQ-CENTRAL),  
NO. 10, DAMS ROAD, CHENNAI - 600002.

Expression of Interest for  
Outsourcing of Operation and Maintenance of  
BSNL CSCs in Central Business Area consisting of  
South East & Adyar Zones.

**EOI No. DGM(HQ)-CENTRAL/EOI/OCSC/2022-23/ Dated at Chennai, the 13/03/2023**

Name of Bidder.....

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

Last date of submission : Upto 12:30 Hrs of 03/04/2023.

Date of opening of Bid : At 15:00 Hrs of 03/04/2023.

Signature of the bidder .....

This document contains 61 pages including the cover page. Please check that all the pages are intact in the document.

#### CHECK LIST FOR BIDDERS / APPLICANTS.

1. The Bidder should ensure that all documents and papers submitted in this EOI are fully authenticated by the authorized signatory under his signature with official seal wherever applicable.
2. The following documents form part of the EOI and should be submitted with EOI:

S. No.	Documents to be submitted	Documents submitted	
		Y / N	Page No. at which Document Attached
1	All pages of this EOI document, duly signed by the authorized signatory in a token of acceptance of all terms and conditions by the bidder. Any other document submitted by the bidder should also be signed by the authorized signatory.		
2.	Duly filled application form for individuals/companies/firms (Annexure-VI and Annexure-VII).		
3	If EOI document is downloaded from Internet, a DD of Rs <b>1180/- (Inclusive of GST) per CSC</b> as cost of the bid document from a Nationalized / Scheduled Bank should be attached.		
4	If the bidder is start up firm, proof of valid certification of MSE with Udayam registration		
5.	General Power of attorney in favour of the signatory signing the EOI documents. It is not required in case of proprietary/partnership firm if the proprietor/ partnership himself signs the documents.		
6	Attested copy of Certificate of Incorporation/Registration.		
7	Attested copy of Article and Memorandum of Association or partnership deed or proprietorship registration as the case may be.		
8	Details of the firm along with List of Directors on the Board of the Company / the partners' details along with their address, contact telephone numbers etc.		
9	Board's resolution in favour of authorized signatory.		
10	Attestation of the signature of the authorized signatory by the bidder's bankers.		
11	Attested copy of GST Registration number if applicable.		
12	Attested copy of PAN Number.		
13	Attested copy of current & valid clearance from State authorities if applicable.		
14	Bank guarantee towards EMD / Bid security issued from a nationalized / Schedule bank on non-judicial stamp paper of Rs.100/- (Format enclosed Annexure XI) and valid for 180 days from the date of opening of EOI  or  Demand Draft from any nationalized bank drawn in favour of BSNL, Chennai Telephones, payable at Chennai for amount mentioned in Chapter A of EOI.		
15	Duly audited financial statements for last three years (FY 2019-20, FY 2020-21, FY 2021-22)		
16	Attested copy from CA of Turnover certificate item wise for last three years (FY 2019-20, FY 2020-21, FY 2021-22)		
17	Certificates for experience		
18	ITR ( Income Tax clearance certificate) for last three Financial Years		
19	Duly signed mutual non disclosure agreement (Annexure II)		
20	Letter of authorization for attending the BID opening (Annexure IX)		
21	Declaration for the bidder is not black listed (Annexure VIII)		
22	"No Relative Certificate" in the format as at Annexure-III.		
23	Any other supporting documents as asked for or called for.		

Every additional document submitted and every page of the EOI document shall be duly signed by the authorized signatory as a token of compliance and acceptance to all terms and conditions.



BHARAT SANCHAR NIGAM LIMITED  
O/o. DEPUTY GENERAL MANAGER (HQ-CENTRAL),  
NO. 10, DAMS ROAD, CHENNAI - 600002.

Details of the CSCs for which the EOI is applied

(To be filled by the applicant)

Name of the BA	Name of the CSC	Category of CSC	Address of the CSC
Central Business Area			
Central Business Area			
Central Business Area			

Name and address of the firm

..... Phone No. (s) :  
 ..... Office :  
 ..... Residence :  
 ..... Mobile :

Details of the EOI Document Cost:

Particulars		Issuing Bank with branch name	Issuing date	Validity	Amount (Rs.1180/- per CSC) inclusive of GST
EOI Document cost	DD No..... .....				

Details of EMD:

Sl. No.	CSC Name	Category	EMD (in the form of BG or DD)	Issuing Bank with branch name	Issuing date	Validity	Amount (Rs.)
1.			BG/DD No. .... .....			Valid up to .....	.....
2.			BG/DD No. .... .....			Valid up to .....	.....
3.			BG/DD No. .... .....			Valid up to .....	.....

Seal & Signature of Bidder .....

# TABLE OF CONTENTS

S. No.	Title	Page No.
1	EOI (Expression of Interest) for Outsourcing of Operation and Maintenance of BSNL CSC in CHTD Area	1
2	Check list for bidders / applicants.	2
3	Details of the CSCs for which the EOI is applied	3
<b>Chapter A</b>		
4	NOTICE INVITING EOI (Expression of Interest) for Outsourcing of Operation and Maintenance of BSNL CSCs in Chennai Telecom District Area	5
5	Eligibility Criteria	6
<b>Chapter B</b>		
	Section 1: Scope of work for "Operation & Maintenance of BSNL CSCs"	
6	The broad scope of the CSC operations	9
7	Terms and conditions of infrastructure and related facilities	9
8	Other Terms and conditions	10
9	Documents establishing Firm's Eligibility and qualification	10
10	Duration of the contract period	11
11	Financial Proposal and Evaluation	11
12	Performance Bank Guarantee (PBG)	11
13	Forfeiture of Bid Security	12
14	Termination of Contract due to non-performance(default) (Exit Clause invoked by BSNL)	12
	Default by the bidders and action to taken thereof	13-15
15	Dispute Resolution/Arbitration	16-18
16	Section 2:	
	Financial Quote	19
<b>Chapter C</b>		
17	ANNEXURE - I : List of CSCs Proposed for outsourcing	20
18	ANNEXURE - II : Mutual Non-Disclosure Agreement	21-27
19	ANNEXURE - III : Format of Certificate regarding close relatives working in BSNL	28
20	ANNEXURE - IV : Proforma of the Performance Bank Guarantee	29-30
21	ANNEXURE - V : Covering Letter for Submission of EOI	31
22	ANNEXURE - VI: Details about the Firm(Bidder)	32-33
23	ANNEXURE - VII : Declaration-1 for Tender Conditions	34
24	ANNEXURE - VIII: Declaration-2 for the bidder is not black listed	35
25	ANNEXURE - IX : Letter of authorization for attending the BID opening	36
26	ANNEXURE-X: Commission structure-S&D Policy	37-39
27	ANNEXURE-XI: Proforma for the BID Security/EMD Guarantee	40-41
28	ANNEXURE-XII: Consortium Agreement	42-43
29	Format of Agreement	44-61



BHARAT SANCHAR NIGAM LIMITED  
O/o. DEPUTY GENERAL MANAGER (HQ-CENTRAL),  
NO. 10, DAMS ROAD, CHENNAI - 600002.

**CHAPTER A**

Expression of Interest for Outsourcing of Operation and Maintenance of  
BSNL CSCs in Central Business Area consisting of  
DGM South East & Adyar Zones.

**EOI No. DGM(HQ) -CENTRAL/EOI/OCSC/2022-23/ Dated at Chennai the 13/03/2023**

1. Sealed EOI is invited on-behalf of PGM(NWO-CENTRAL), BSNL CHTD by DGM(HQ -CENTRAL), BSNL CHTD for the Operation and Maintenance of BSNL CSCs in PGM (NWO-Central) Business areas and provision of Services to BSNL, from the eligible bidders as mentioned in Table-I below.

**Table –I**

EMD	Cost of Eoi Document per CSC	Last Date & Time for Bid submission	Date & Time of Bid Opening	Name of BA	Name of CSC
Category-I: Rs.1,00,000/- Category-II: Rs.75,000/- Category-III: Rs.25,000/-	Rs.1180/- (inclusive of GST)	Up-to 12:30 Hrs of 03/04/2023	At 15:00 Hrs of 03/04/2023	Central BA	

Note- 1. The sale of EOI can be downloaded from [www.eprocure.gov.co.in](http://www.eprocure.gov.co.in) (or) [www.chennai.bsnl.co.in](http://www.chennai.bsnl.co.in) w.e.f. **13/03/2023 @ 16:00 Hrs.**

2. Bidder may choose to bid any number of CSCs offered in the EOI. \_

3. **Bidder has to pay EOI document fee for each CSC separately for which bidder wishes to participate. Bid document fee not submitted for the particular CSC for which bid has been submitted by the bidder will summarily be rejected**

**EMD/ BID SECURITY**

**EMD should be submitted for each CSC Separately. Proforma Bid security / EMD should be submitted by the Bidder for each CSCs separately as per (Annexure- XI)**

The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc. are exempted from payment of tender fee. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, small & Medium Enterprises for the construction / Operation / Maintenance services in Telecom Industry / maintenance and installation of OF cables, valid on the date of opening of the tender. The scope of area of the above MSE registered bidders must be for construction / maintenance of underground telecom cables / maintenance and installation of OF cables / telecom outdoor network / BTS maintenance GSM/mobile BTS sites, Battery sets, Power Plants, DG sets, Installation of Telecom Services etc. MSE bidders claiming exemptions from Tender fee & EMD as per MSME guide lines must also register their UAM on CPPP and submit proof in this regard along with their bid.

### **3. Eligibility Criteria:**

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

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

3.2 The bidder shall have a minimum 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. FY 2019-20, FY 2020-21, FY 2021-22). Audited Financial Statements for the last three financial years shall be submitted as a supporting document.

OR

Bidder Company shall have a Net worth of INR 2 Crores on 31st March'22. 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.

3.3 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 centres, locations in India, for at least 12 months on the date of EOI bid submission.

OR

If the bidder's company is not meeting the experience as in this Para 3.3 above, then Bid can be submitted through a legally bound consortium (format as Annexure-XII) with a company who is having experience as in this Para 3.3 above. However, in such case, the lead bidder company must have Customer Care Centre experience in last two financial years (i.e. 2020-21, 2021-22).

OR

Call Centre Operators of BSNL (existing & Old), who have worked for BSNL for at least 1 year & with at least 50 operator positions per month are eligible to apply for this EOI directly without fulfilling other eligibility conditions.

4. All existing BSNL franchisees / RD (CM, CFA, Integrated) having 50 Lakhs Cumulative turn over from **Telecom** business during last Three financial years (i.e. FY 2019-20, FY 2020-21, FY 2021-22) are eligible and do not need any more eligibility Criteria as mentioned in 3.2 or 3.3 above.

OR

All existing BSNL DSAs / Contractors having experience of cable laying work, OFC work, House Keeping, Security work etc., with BSNL having cumulative turnover of INR 25 Lakhs for Category -I CSC/ INR 15 Lakhs for Category- II CSC /INR 10 lakhs for Category -III CSCs from BSNL business during last three financial years ( i.e. FY 2019-20, FY 2020-21 FY 2021-22 ) are eligible and do not need any more eligibility criteria as mentioned in 3.2 or 3.3 above.

OR

**If the bidder is startup, bidder is exempted from prior experience and turnover. However the startup should be registered as MSE (Micro Small Enterprise) with udyam registration.** Bidders should have minimum educational qualification of XII passed or equivalent with any certified basic computer related course. Computer related proficiency certificate is to be furnished.

The performance of the Start-ups will be reviewed every Fortnight with the vendor. In case of poor performance, written show cause notice will be given every fortnight. If there is no improvement after every review within a period of 2 months the agreement will be terminated without any further notice.

4.1 Bidders are required to submit certificates/documentary proof for item (3.2) to (3.3). The verifiable reference along with the contact details shall also be cited in the bid document for item at 3.3.

4.2 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

4.3 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.

4.4 Bid Security in the form of Bank Guarantee / DD in favour of "Accounts Officer (C&A), CBA, BSNL Chennai Telephones" As per Table-I, Chapter-A.

4.5 Mutual Non-Disclosure Agreement (on Rs. 100/- Non-Judicial Stamp paper) attached as Annexure-II is mandatory for obtaining EOI document.

4.6 Intending bidder may download the copy of EOI document from [www.eprocure.gov.in](http://www.eprocure.gov.in) (or) [www.chennai.bsnl.co.in](http://www.chennai.bsnl.co.in). The payment for the EOI document shall be accepted in the form of A/c Payee Demand Draft, drawn in any Scheduled Bank in India in favour of "Accounts Officer (C&A), BSNL Chennai Telephones"

Note:

a) Bidder at the time of purchase of EOI document shall give the Name and complete contact details (including Mobile no., E-mail address etc.) of the person(s) authorized by the bidder firm to visit various CSC locations as specified in the EOI document.

b) Queries from only those perspective bidders shall be entertained and considered for issuance of clarifications, who have purchased the EOI document. Proof of payment of requisite charges for the same, shall be submitted along with the queries.

c) EOI document shall be provided after signing a mutual Non-Disclosure Agreement (NDA) with BSNL (on non-judicial stamp paper of requisite value) as per Annexure-II

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

4.8 Bid security may be submitted in the form of Bank Guarantee. The proforma of Bank Guarantee is available as Annexure-XI (or) in the form of A/c payee Demand Draft, drawn in any scheduled bank in India in favour of "Accounts Officer (C&A), CBA, BSNL Chennai Telephones"

4.9 **Submission of EOI:** – EOI should be submitted and EOI should be Superscribed with **"EOI for the Operation and Maintenance of BSNL CSCs, in Central Business Area consisting of DGM South East & Adyar Zones"** and it should be dropped in drop box kept in the office of DGM(HQ-Central), 5<sup>th</sup> Floor, Anna Road Telephone Exchange, BSNL, No. 10, Dams Road, Chennai – 600002.

**Opening of EOI:** – EOI shall be opened as per schedule attached, in the office of the DGM(HQ-Central) in the presence of bidders / authorized representatives of the bidders who wish to be present.

4.8 Fee for EOI Document is neither transferable nor refundable.

4.9 EOI document will neither be sent nor be accepted by Post / Courier.

5.0 Bid security will not carry any interest and will be refunded / returned to the unsuccessful tenderer as the contract is finalized.

5.1 In respect of successful tenderer the EMD shall be accounted as part of security deposit payable by the successful tenderer.

**DGM(HQ), CENTRAL  
BSNL CHENNAI TELEPHONES**



## CHAPTER B

### **Section 1: Scope of work for “Operation & Maintenance of BSNL CSCs”**

#### **1) The broad scope of the CSC operations**

- 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 line/Broadband/FTTH/Wings / ASEEM, Vanity booking/ISDN/PRI/BRI.
- k) DND Activation/deactivation.
- l) Handling of bill related queries and complaints.
- m) Carrying out Aadhar demographic / biometric or both updation Aadhaar related activities through approved / empaneled agency by UIDAI
- n) Receiving and coordinating request for shift, name transfer and closure of connections.
- o) 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

#### **2) Terms and conditions of infrastructure and related facilities:**

- (1) BSNL shall provide covered space without any changes. Existing infrastructure of CSC shall be handed over on as-is where-is basis.
- (2) The successful bidder has to remit the monthly fixed charges (with applicable GST) in advance (i.e., on or before 5<sup>th</sup> of every month for the next month). Also to levy penalty for the delayed payment and the amount has to be paid by the bidder through NEFT/RTGS/DD.
- (3) 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 with applicable GST. Sub-meter will be installed by BSNL Electrical wing and manual bill also to be produced. The amount of electricity charges are to be paid by the bidder through NEFT/RTGS/DD only. All late fees, surcharges etc levied by EB department for the particular connection for delay in payment of electricity charges will be borne by the bidder only.
- (4) 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.
- (5) Bidder may be permitted to put additional canopies/other product marketing tools, in the premises for promotion of BSNL products.
- (6) Bidder may be permitted to utilize existing electric equipment, lights, fans, air-conditioners etc. if available otherwise they shall bring their own.
- (7) Bidder should be responsible for maintaining infrastructure, electric equipment, furniture, computers and replace the same if required, for proper upkeep of the CSC.
- (8) One high speed BB/FTTH connection may be provided at CSC and connectivity to BSNL IT systems shall also be provided by BSNL on rent free basis.

### 3) 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 as per 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-XI
- vii) Bidder shall be paid Rs 20/- (Rupees Twenty only) per Aadhaar demographic / Biometric or both updation and Rs 50 (Rupees Fifty only) per new Aadhaar generation (Successful) or mandatory biometric 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 to the bidder.
- viii) The bidder shall take Rs.50/- (Rupees fifty only) as cash payment for each Aadhaar modification transaction from customers and deposit Rs.30/- (Rupees thirty only) per transaction to BSNL. BSNL CSC Nodal in charge shall verify all these transactions with Aadhaar login portal.
- ix) 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.
- x) Bidder shall be paid Rs.10/- (Rupees Ten only) per realized cheque in BSNL account.
- xi) The bidder shall be paid Rs.2/- (Rupees Two only) inclusive of GST 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.
- xii) 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.
- xiii) All changes in Franchisee S&D policy will be implemented with reference to the Commission structure as and when BSNL does so.
- xiv) All Clarification / Amendments issued in respect of this tender form part and parcel of the tender document.
- xv) **Those who were terminated may be barred to participate in EOI for that CSC only for next two years.**

### 4) DOCUMENTS ESTABLISHING FIRM'S ELIGIBILITY AND QUALIFICATION

- 4.1. The Company/ Firm is required to furnish the following documents in the technical Proposal:
  - (i) Certificate of Incorporation/Registration.
  - (ii) Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case maybe.
  - (iii) Details of the firm along with List of Directors on the Board of the Company / the partners' details along with their address, contact telephone numbers etc.
  - (iv) Board's resolution in favour of authorized signatory.
  - (v) Attestation of the signature of the authorized signatory by the bidder's bankers.
  - (vi) Certificates regarding eligibility conditions as per EOI.
  - (vii) Audited Financial Statements of last three years (FY 2019-20, FY 2020-21 and FY 2021-22)
  - (viii) Attested copy of GST Registration number if applicable.
  - (ix) Attested copy of PAN Number.
  - (x) A "No Relative Certificate" in the format as at Annexure-III.

- (xi) Bid security, as per the details given in the Notice Inviting Tender.
- (xii) Startup should be registered as MSE (Micro Small Enterprise) with Udyam registration
- (xiii) The start up firm will have to furnish evidence with regard to its capacity to render the service in an effective manner by submitting Work order/Purchase Order/ Contract Agreement OR Contract clearly highlighting the scope of work and value of the Contract/order to be submitted along with EOI .
- (xiv) Any other certificate(s) as per the EOI requirements.

4.2. 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.

4.3. 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.

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

## **5) Duration of the contract period.**

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

## **6) Financial Proposal and Evaluation**

The bidder should quote a fixed amount higher or equal to the minimum benchmark to be paid to BSNL for each Category-I / category-II/ Category-III CSCs as per the financial quote enclosed in Section- 2 . 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 quoted by the successful bidder per CSC has to be paid in advance on or before 5<sup>th</sup> of every month, for the next month, default on which invites penalty.

If the Fixed monthly charges & EB charges or any other charges remain unpaid upto 15 days from the due date of payment, an interest at the prevailing bank rate (on the date of such claim) for the period of delay calculated on day-to-day basis shall be charged. Such interest shall be compounded on a monthly basis

## **7) Performance Bank Guarantee (PBG)**

- a) The successful bidder shall have to pay Performance Bank Guarantee (PBG) as per Annexure-IV as detailed below with minimum amount .

PBG (Performance Bank Guarantee) of:

- Rs.1.5 Lakhs for Category - I per CSC
- Rs.0.5 Lakhs for Category - II per CSC
- Rs.0.3 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 from the date of contract awarded. 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)

**8) Forfeiture of Bid Security:**

The bid security may be forfeited

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

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

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

- a) Each CSC will be assigned Quarterly targets for sale of SIM recharge and new connection based on the average volume of last quarter with an incremental increase up to 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, without further notice.
- c) If there are serious complaints about bad behaviour or non-adherence to specified timings, notice will be given to franchisees to take corrective action against those staff against whom the complaint is received, if no remedial action is forthcoming it will be treated as non performance and will lead termination of contract with forfeiture of PBG as per the procedure listed in (b) & (c) above.
- e) PBG shall be forfeited if agreement/contract is terminated on performance based evaluation mentioned under agreement.
- f) On termination or surrender or expiry of this agreement, any sums payable under this Agreement and which are unpaid on the date of termination shall forthwith become due and payable by the Firm. In case failure of the Firm to pay the amounts due to BSNL, the Firm shall be liable to pay interest @12% per annum along with applicable GST if any, on this realization of the said outstanding amount. The outstanding amount shall be realized from the pending dues of bills due to the Firm or from the encashment of BG without prejudice to any other risks & remedies available to BSNL

10. Default by the bidders and action to taken thereof

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.
	and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	
	<b>Note 1:-</b> However, in this case the performance guarantee if alright will not be forfeited.	
	<b>Note 2:-</b> Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.	
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	(i) If detection of default is prior to award of APO	i) Rejection of Bid & ii) Forfeiture of EMD. III) Banning of business up to three years which implies banning further dealing with the vendor for procurement of goods and services including participation in future tenders invited by BSNL for up to three years from the date of issue of banning order
	(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)	i) Cancellation of APO , ii) Rejection of Bid & iii) Forfeiture of PG/SD iv.Banning of business up to three years which implies banning further dealing with the vendor for procurement of goods and services including participation in future tenders invited by BSNL for up to three years from the date of issue of banning. Order

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(b) contd.	(iii) If <i>detection of default after receipt of PG/ SD (DD,BG etc.)</i> .	i) Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. iv).Banning of business up to three years which implies banning further dealing with the vendor for procurement of goods and services including participation in future tenders invited by BSNL for up to three years from the date of issue of banning. order
	(iv) If <i>detection of default after issue of PO/ WO</i>	i) Termination/ Short Closure of PO/WO and Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned. iv).Banning of business up to three years which implies banning further dealing with the vendor for procurement of goods and services including participation in future tenders invited by BSNL for up to three years from the date of issue of banning. Order
	<b>Note 3:-</b> However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	<b>Note 4:-</b> No further supplies are to be accepted except that required to make the already supplied items work.	
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non receipt of acceptance of APO/AWO and SD/PG by L-1 bidder within the time period specified in APO/AWO	Forfeiture of EMD

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.

## 11) Dispute Resolution/Arbitration

### I. ARBITRATION (Applicable in case of supply orders/Contracts with firms, other than Public Sector Enterprise ) (Not applicable in cases valuing less than ₹ 5 lakhs)

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

i) A party wishing to commence arbitration proceeding shall revoke Arbitration Clause by giving 60 days notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

ii) The number of the arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority
Above ₹ 5 Lakhs to ₹ 5 Crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL	BSNL (Note: BSNL will forward a list containing names of three empaneled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above ₹ 5 crores	3 Arbitrators	One arbitrator by each party and the 3 <sup>rd</sup> arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.

iii) Neither party shall appoint its serving employee as arbitrator.

iv) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise, he shall proceed de novo.

v) Parties agree that neither party shall be entitled for any pre-reference or pendent elite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

vi) Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is upto 5 crores.

#### 29B. Fast track procedure -

(1) Notwithstanding anything contained in this Act, the parties to an arbitration agreement may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section(3).



- (2) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.
- (3) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-
  - (a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
  - (b) The arbitral tribunal shall have power to call for further information or clarification from the parties in addition to the pleadings and documents filed by them;
  - (c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
  - (d) The arbitral tribunal may dispense with any Technical formalities, if an oral hearing is held and adopt such procedure as deemed appropriate for expeditious disposal of the case.
- (4) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.
- (5) If the award is not made within the period specified in sub-section (4), the provisions of sub sections (3) to (9) of section 29 A shall apply to the proceedings.
- (6) The fees payable to the arbitrator and the manner of payment and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.
- vii) The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of claims and counter claims	Period for making and publishing of the award (counted from the date of the arbitral tribune enters upon the reference)
Upto Rs. 5 crores	Within 6 months( Fast Track procedure)
Above ₹ 5 crores	Within 12 months

However, the above time limit can be extended by the Arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the Act.

- (1) In case of arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay etc., of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements for the presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.

- (2) The arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case may be)
- (3) Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

- II. Following Arbitration clause may be incorporated in Contracts POs, APOs, Tenders, EOIs, between BSNL and Central/State Government (s) as the case may be in terms of DPE guidelines for settlement of commercial disputes between Public Sector Enterprises inter-se and Public Sector Enterprise(s) and Government Department(s) through Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

Further with regard to already signed / existing contracts, existing Arbitration clause for sole arbitrator can be invoked in case the parties waive subsequent to disputes having arisen between them, the applicability of sub-section (5) of section 12 by an express agreement in writing.

III. APPLICABLE Law and Jurisdiction

(a) The supply order for Goods or Services including all matters connected with this supply order shall be governed by the Indian Law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed.

Foreign companies, operating in India or entering into Joint Ventures in India shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

## **Section 2**

### **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. Evaluation shall be done for each CSC separately.

Sl. No.	Name of BA	Name of CSC	Category Type	Monthly Amount to be paid by the bidder to BSNL (in Rs.) **	
				In Figures	In words
1	CENTRAL	Perungudi	III		
2	CENTRAL	Mylapore	III		
3	CENTRAL	CTO Mambalam, Giri Road	III		

\*\* TAXES shall be extra as applicable. Refer Annexure-I for Minimum benchmark amount for the CSCs concerned. If there is a discrepancy in the amounts of "Figures" and "In Words" quoted by the bidder, then the amount specified "In Words" will be taken as final.

Note: The successful bidder has to remit the monthly fixed charges in advance i.e., on or before 5<sup>th</sup> of every month for the next month) and the amount has to be paid by the bidder through NEFT/RTGS/DD only.

2. Bidder will present monthly claims with supporting document
3. For claim of commission on postpaid 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. **All changes in S & D policy 2018 will be implemented with reference to the Commission structure as and when BSNL does so.**
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)
5. In the event of more than one bidder quoting the same H1 rates, Bidder having higher turnover will be considered.
6. Bids received less than benchmark rates will be summarily rejected. Only bids received higher or equal to the benchmark rates will be considered for further evaluation.

Signature of the Authorised signatory with Seal

**CHAPTER C: ANNEXURES****ANNEXURE-I****List of Category-I CSCs proposed for outsourcing**

Sl. No.	BA	DGM AREA	CSC Name	Address of the CSC	Minimum Benchmark in Rs.	Minimum Counters required
..... NIL .....						

**List of Category-II CSCs proposed for outsourcing**

Sl. No.	BA	DGM AREA	CSC Name	Address of the CSC	Minimum Benchmark in Rs.	Minimum Counters required
..... NIL .....						

**List of Category-III CSCs proposed for outsourcing**

Sl. No.	BA	DGM AREA	CSC Name	Address of the CSC	Minimum Benchmark in Rs.	Minimum Counters required
1.	CENTRAL	SOUTHEAST	MYLAPORE	166, Luz church Road, Opp. To Nageshwara Rao park, Chennai -4.	<b>Rs. 4000/-</b>	<b>3(Three)</b>
2.	CENTRAL	ADYAR	PERUNGUDI	No. 2, Industrial Estate, Perungudi, Chennai - 96.	<b>Rs. 4000/-</b>	<b>3(Three)</b>
3.	CENTRAL	SOUTHEAST	CTO MAMBALAM, GIRI ROAD CSC	CTO Mambalam, 25/12, Giri Road, T. Nagar, Mambalam, Chennai-600 017.	<b>Rs. 4000/-</b>	<b>3(Three)</b>

**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 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 as 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 a):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 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 India.

**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 arbitration of the\_\_\_\_\_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 herein after referred to as the said officer) and if the\_\_\_\_\_or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the\_\_\_or the said officer. There will be no objection to any such appointment on the ground that the arbitrator is a BSNL employee or Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant or BSNL employee, he has expressed his views on all or any of the matters in dispute. In the event of such an arbitrator to whom the matter is referred, being transferred or vacating his office or neglecting his work or being unable to act for any reason whatsoever, the 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\_\_\_\_BSNL\_India or such other places as the arbitrator may decide.

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

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF BHARAT SANCHAR NIGAM LIMITED

**NAME:**

\_\_\_\_\_

**NAME:**

\_\_\_\_\_

**DESIGNATION:**

\_\_\_\_\_

**DESIGNATION:**

\_\_\_\_\_

**DATE:**

**DATE:**

**WITNESS**

1.

2.

**WITNESS**

1.

2.

**Format of Certificate about close relatives working in BSNL**

(To be submitted by all the Owner/ Partners/Directors of the Company)

1.8 “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: .....**

**Proforma For the Performance Bank Guarantee**

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

Whereas PGM, Central BA, BSNL, Chennai Telephones R/o.....  
 ..... ( hereafter referred to as BSNL ) has issued  
 an APO no..... Dated ...../...../20..... for the Outsourcing of Operation  
 and Maintenance of BSNL CSCs in Central Business Area consisting of DGM South East & Adyar  
 Zones to M/s..... R/o..... (hereafter referred to as "Bidder")  
 and BSNL has asked him to submit a performance guarantee in favour of PGM, Central BA, BSNL ,  
 Chennai Telephones 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 that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.

3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.

4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.

5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

6. Notwithstanding anything herein contained ;

(a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.

(b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) , BSNL , Chennai Telephones ,Chennai- 2"payable atChennai.

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.....

To

BSNL Chennai Telephones,

Sub: Submission of EOI for CSC Outsourcing (Name of the area ...../ district.....) Dear Sir,

With reference to your advertisement inviting expressions of interest on the above subject, I / we hereby submit my / our expression of interest duly completed all the details called for.

Thanking you, Yours sincerely,

Signature

(Name of the authorized signatory) For & on behalf of  
Seal of the Firm/Company/Organization Encl.:

- (I) All Annexure duly filled up & signed with supporting documents
- (II) DD for fee of EOI document Rs 1180/-(inclusive of GST) in case EOI document downloaded from site.
- (III) EMD of Rs. ....

**Details about the firm (Bidder)**

S.No	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	<div>Name</div> <div>Designation</div> <div>Phone</div> <div>Mobile</div> <div>Email</div> <div>Address:</div>
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	Board of directors	1
		2
		3
		4
		5

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

**Signature designation & Seal of**

**Firm Name & Full Address of the Firm**

**DECLARATION -1 (for Tender Conditions)**

I,..... , on behalf of  
..... having gone through the terms & conditions of the EOI and  
agree to abide by the same in case the Outsourcing of CSC is awarded to me / our firm / company.

Name of the Signatory

For and on behalf of

**DECLARATION-2**  
**(For the bidder is not black listed)**  
 (IN COMPANY'S LETTER HEAD)  
 (IN CASE OF PARTNERSHIP FIRM PROPRIETOR OF FIRM/ COMPANY)  
 DECLARATION

I, ..... - son of / wife of Shri ..... -  
 and proprietor / Director/ partner of M/s. ....  
 do hereby solemnly affirm and declare as under:

1. That I am the sole proprietor / partner / Director of M/s ..... has never  
 ever been debarred and/ or blacklisted by any Dept. of Central Govt./State Govt./PSU/Public bodies/Municipalities  
 and not having any on-going litigation or court case pending or any other money suits also state that the bid is  
 not submitted in the name of this firm, while being Director or partner or proprietor of such firm which is either  
 debarred, black-listed or has entertained litigation or having on-going litigation or court cases or money suits pending  
 regarding the failure of providing goods & Services.

2. In case the above declaration is found to be incorrect or wrong, the contract if awarded to the firm shall be  
 terminated immediately and the firm shall be liable to the black listed / debarred for future works/ contract with BSNL.  
 Any such action however be without prejudice to BSNL's rights under the law.

The above declarations are given in accordance with the EOI conditions.

Signature of Proprietor/Partner/Director

(Shri/Smt./Ms ..... )

Note: The signatory should not affect any variation in the text of declaration. Declaration in any other form shall  
 not be acceptable and render the bidder for penal action as decided by \ General Manager (S&M)-CFA, CHTD, Chennai-  
 02.

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

(To reach before date of bid opening ) To

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

Officer authorized to sign the bid Documents on behalf of the bidder

Note: 1. M a x i m u m 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.

2. Permission for entry to the hall where Bids are opened may be refused incase authorization as prescribed above is not recovered.

**Commission Structure of Consumer Mobility Product and Services –S&D Policy2018****Compensation Structure of Consumer Mobility Product and Services for Franchisee/ e-Distributor / Rural distributor / Retailers / Post Offices / Large Retail Chain/ PCO Operators / DSAs (in Rs.)**

Sr. No.	Name of Product	Particulars	Initial discount/ margin to Franchisee	Secondary/ Subsequent incentive to franchisee
Post-Paid Products				
1	Post- Paid Voice & Data Plan	SIM & Activation (Note)	NIL	At present CAF commission for both physical and e-KYC CAF activation is Rs. 10/- per activation and is applicable after submission of CAF and activation of SIM. (Note)
		Any Monthly Plan	Rs.80/- on deposit of security amount at the time of activation	Balance incentive if any will be paid @14% of Fixed monthly Charges (FMC) at the end each month for six months subject to maximum of 90% of lowest FMC or Rs 500/- ( Including initial payment of Rs. 80/-) whichever is less and payment of monthly bills by the customer
Pre-Paid Products				
Sr. No.	Name of Product	Particulars	Discount, margin and incentive to Franchisee	
2	Pre- Paid Voice & Data	SIM & Activation	At present CAF commission for both physical and e-KYC CAF activation is Rs. 10/- per activation and is applicable after submission of CAF and activation of SIM. (Note)	
		Plan voucher	90% of Plan voucher or Rs.100/- whichever is less. For special plans where discount is specified, the same is applicable.	
Hardware Products				
3	Data Card	On purchase of each data card	Discount @ 7.12% on Sale Price ( See Note)	

<b>Ad-On Products</b>			
<b>Sr. No.</b>	<b>Name of Product</b>	<b>Particulars</b>	<b>Discount to Franchisee</b>
<b>4</b>	Pre-paid to Post paid plan conversion	Pre-Paid to Post-Paid GSM/CDMA/ etc.	50% of FMC subject to max. of Rs. 150/- after payment of 1 <sup>st</sup> bill.
<b>5</b>	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)

<b>RCVs &amp; TOP-Ups Products</b>			
<b>Sr. No.</b>	<b>Name of Product / Service</b>	<b>Particulars</b>	<b>Discount to Franchisee</b>
<b>6</b>	All Top-up Vouchers / Flexi Top-up / STV (Special Tariff Vouchers)/ RCV (Recharge Vouchers) / C-		<b>Discount @ 4.66% on MRP (See Note).</b>

<b>Post-Paid Bill payment through CBP system</b>				
<b>Sr. No.</b>	<b>Name of Service</b>	<b>Particulars</b>	<b>Initial discount/ margin to Franchisee</b>	<b>Subsequent incentive to franchisee</b>
<b>7</b>	Mobile Post-paid bill payment	Mobile Post- paid bill payment through CBP- system	Upfront discount/ margin of flat 2% for mobile Post-paid bill payment through C-Top-up at the time of purchase of stock for post-paid wallet in the c-top- up system.( Applicable up-to 31.12.2017 as per order no. 27- 8/2015- S&M-CM/19:dated	Nil

<b>Note:-</b>	
1. At present CAF commission for both physical and e-KYC CAF activation is Rs. 10/- per activation issued vide this office letter no. 27-18/2017/S&M-CM/7 dated 07.11.2017 and subject to revision from time to time.	
2. Rate of discount on all Top-up Vouchers / Flexi Top-up / STV (Special Tariff Vouchers)/ RCV (Recharge Vouchers) / C-TOPUP shall be calculated on MRP and subject to revision from time to time.	
3. Discount on C-TOPUP/ recharge to PCO Operators / DSAs/Retailer/ shall be 65% of discount/ margin offered to Franchisees	
4. Discount on C-TOPUP/ recharge to Rural Distributor shall be 82.5% of discount offered to Franchisee.	
5. For e-Distributor discount is 75% of discount offered to Primary Franchisees, subject to maximum 3.5%	
6. Discount applicable to Post Office/Large Retail Chain shall be at par with discount offered to Franchisee	
7. BSNL will charge GST on the price at the transaction value i.e. the price at which BSNL sells c-topup/ voucher to the franchisee as against the discount calculated on the MRP. Quantum of discount shall be communicated time to time and subject to revision as per market dynamics. <b>The amount of discount (when applied on the gross amount tendered by the franchisee) will be reviewed &amp; recount from time to time based on the applicable rate of GST.</b> This may be included in commercial agreement with franchisee at the time of migration/EOI	
8. EUP = End User Price is amount in Rs. for which VAS services sold to customer. Same Pre-paid wallet is being used by retailers for VAS retailing.	

**Commission Structure of Consumer Fixed Access Products and services.**

S. No.	Product/Service		Franchisee Commission (in Rs)	Commission Payment Schedule
1	Landline Connection		Commission payment of one month's FMC (Fixed Monthly Charges) subject to minimum of Rs.100/- per Connection	100% commission payment after first bill payment by the customer.
2	Broadband Standalone plan (On new / Existing connection)		Commission payment of one month's FMC (Fixed monthly charges) subject to minimum of Rs.100/- per Connection	100% Commission Payment after first bill payment by the customer
3	Broadband Combo Plan	On existing Landline connection	Commission payment of one month's FMC (Fixed monthly charges) minus Rs.100/- subject to minimum of Rs.100/- per Connection	100% Commission Payment after first bill payment by the customer.
		With new Landline connection	Commission payment of one month's FMC (Fixed monthly charges) subject to minimum of Rs.100/- per Connection	
4	Broadband only connection (including Broadband without Landline and Broadband over Wi-Fi)		Commission Payment of one month's FMC (Fixed monthly charges) per Connection.	100% Commission payment after the bill payment by the customer.

Above Franchisee commission shall be applicable to Landline/broadband connections booked / provided on wireline / FTTH both.

## Annexure XI

### 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       /- (hereafter known as the  
“B. G. Amount”) valid up to ...../...../ 20..... (Hereafter known as the “Validity date”) in favour of CGM, BSNL  
,Chennai Telephones (Hereafter referred to as BSNL) 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 stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the “B. G. Amount”.

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.

4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to



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

6. Notwithstanding anything herein contained ;

(a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.

(b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash), BSNL, Chennai Telephones , Chennai-02" payable at Chennai.

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.....



<p>For&lt;<b><i>Consortium Partner-2</i></b>&gt;</p> <p>Signature of Authorized Signatory Name:- Designation:- Date:-</p> <p>Witness-1 Signature:- Name:- Designation:- Contact Phone:- Email- ID:- Date:-</p> <p>Witness-1 Signature:- Name:- Designation:- Contact Phone:- Email- ID:- Date:-</p>	<p>For&lt;<b><i>Consortium Partner-3</i></b>&gt;</p> <p>Signature of Authorized Signatory Name:- Designation:- Date:-</p> <p>Witness-1 Signature:- Name:- Designation:- Contact Phone:- Email- ID:- Date:-</p> <p>Witness-1 Signature:- Name:- Designation:- Contact Phone:- Email- ID:- Date:-</p>
.....	.....

**FORMAT OF AGREEMENT****(for Operation and Maintenance of BSNL Outsourced CSCs)****(The Agreement should be typed on non-judicial stamp paper of Rs. 100/-)**

This agreement is made at \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between \_\_\_\_\_ BA, Chennai Telephones Circle of Bharat Sanchar Nigam Limited (BSNL), a Company incorporated under the Companies Act, 1956 having its Registered Office & Corporate Office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi-110001, Circle office at BSNL CGM Office, No.78, Purasawalkam, Chennai 600010 and BA at \_\_\_\_\_ (hereinafter referred to as "BSNL" which expression shall be deemed to include its successors and assigns wherever the context so admits or requires) through its duly authorized representative \_\_\_\_\_ (Designation) ON THE ONE PART.

AND

M/s \_\_\_\_\_, (existing BSNL Franchisee or the Firm) (hereinafter referred to as the "Firm" (M/s. \_\_\_\_\_/firm in short, both terms have been used in this document interchangeably) which expression shall include his servants, heirs, executors and administrators wherever the context so admits or requires) through its authorized representative, Shri/Smt \_\_\_\_\_ ON THE OTHER PART.

WHEREAS

(a) BSNL is desirous of operating and maintaining BSNL Customer Service Centres for selling BSNL products and services and providing Aadhar Service related activities on contract basis

Whereas BSNL invited bid / Expression of Interest \_\_\_\_\_ dated for Operation and Maintenance of BSNL CSCs, based upon evaluation of bids received under said EOI, M/s \_\_\_\_\_ has been shortlisted/emerged as successful bidder for providing services on the terms and conditions as agreed herein between parties of this agreement.

(b) M/s \_\_\_\_\_ has been awarded the work of Operating and Maintaining BSNL CSC and the Firm agrees to operate and maintain BSNL CSC \_\_\_\_\_ subject to the terms and conditions hereinafter appearing.

(c) The Firm have given an unconditional Bank Guarantee of Nationalized Bank of Rs. \_\_\_\_\_ valid for \_\_\_\_\_ years, \_\_\_\_\_ months and shall be refunded after due fulfillment of the said agreement.

Now it is hereby agreed by and between the parties hereto as follows:

In consideration of due observance & performance of all the terms and conditions mentioned in this agreement and its Parts and penalty **and Maintenance of BSNL CSCs, attached here to and forming part and parcel of this agreement**, BSNL and The Firm agree to sign this agreement on exclusive basis to provide services as per conditions contained in various parts, annexure, EOI for Operation and Maintenance of BSNL CSCs, attached hereto.

**Definitions****1.0 Services:** Services shall include:

- a. Sale of new SIMs. Normal and Bulk Booking/Vanity and Fancy number booking/Postpaid to pre-paid and vice versa conversions, Plan change/ISD/International roaming, VAS services, Replacement of SIMs, Top-ups/STVs/PVs, Postpaid connections.
- b. Processing of MNP requests.
- c. DND Activation /Deactivation.
- d. New Phone bookings of Landline/Broadband/FTTH/Wings/ASEEM, Vanity booking/ISDN/PRI/BRI and any other new services provided by BSNL .
- e. Receiving and coordinating request for shift, name transfer and closure of connections.
- f. Bill collection of Landline/Broadband/FTTH/wings/Postpaid Mobile.
- g. Sales complaint redressal, Bill related queries and complaints.
- h. Carrying out Aadhar demographic/Biometric or both updation, Aadhar related activities through approved/empanelled agency by UIDAI.

Further, Services shall include all commercial and CSC services which are presently offered in CSCs

(including services being provided free of charge like explaining the visiting customer about the available plans/products/services of BSNL) other than specified above and all other future CSC services which may emerge in future.

**1.1 BSNL products:** The phrase 'BSNL products' refers to such primary and secondary products of BSNL, as may be defined as such by BSNL from time-to-time through its CM-S&D Policy-2018"/ CFA -S & D policy-2016 & revised commission 2018 and or as modified from time to time

**1.2 SIM Cards:** SIM (Subscriber Identity Module) Card is provided to each BSNL Subscriber, who applies for GSM connection. It contains a microcomputer Chip with memory. The SIM card has to be plugged into the GSM Handset to activate the phone.

**1.3 SIM / USIM / RUIM:** A SIM card is used in 2G services; USIM is used in 3G/4G services while RUIM is used in CDMA handsets.

**1.4 Booking a Connection:** A subscriber can book a 4G/ 3G / 2G post-paid mobile connection by paying a refundable Security Deposit and an activation fee. 4G/ 3G / 2G Pre-paid mobile connection can be booked by paying the fixed (non-refundable) charges. Subscribers can further book/shift/name transfer and close Landline/Broadband/FTTH/ Wings/ ASEEM, Vanity booking/ISDN/PRI/BRI, subject to feasibility.

**1.5 Services Bill:** It will include 'monthly rental', 'Airtime charges' and 'BSNL/Fixed Line charges' incurred by all calls made by the subscriber. Airtime charges are calculated at a pre-determined rate per unit time (as per tariff structure declared from time to time), or any other charges. BSNL /Mobile/ Fixed Line Charges : Whenever a call is made from a Cellular phone to an BSNL or any other company's phone or when long distance network is used, certain amount levied by BSNL/MTNL/ other operator which is normally called BSNL /Fixed Line charges. This includes the Local, STD and ISD charges. Bills will also include invoices raised for Landline/Broadband/FTTH/Wings/Aseem connections.

**1.6 Activation Fee:** Onetime non-refundable charges levied for energizing a cellular phone connection.

**1.7 Security Deposit:** A refundable deposit taken from subscriber as security at the time of enrolment or/and additional services availed like value-added services, ISD etc. subsequently. Security Deposits include such deposits in vogue as declared by BSNL for Landline/Broadband/FTTH/Wings/Aseem connections.

**1.8 Commencement Date** means the date on which the Agreement comes into effect in accordance with the provisions of Clause hereof.

**1.9 Services and Territory** shall mean the Customer Service Centers and as amended/appended in writing by the agreement of both the parties from time to time.

**1.10** The Firm shall include its employees, agents and authorized representatives who shall be responsible for the scope of work, as defined in the EOI.

**2.0 Exclusivity:** The Firm understands and agrees that this agreement is on "Exclusive Basis"-only BSNL

**3.0 Content:** The Policy for outsourcing the Operation and Maintenance of BSNL CSCs and its future revisions, the annexure attached hereto & the EOI document annexed hereto, LOI and subsequent instructions to The Firm shall form integral part of this agreement and incorporated herein by this reference.

**4.0** Specifications of work, conduct, requirements, standards and operating procedures: As described in the EOI and in Policy Guidelines for outsourcing the Operation and Maintenance of BSNL CSCs.

**4.1** The Firm hereby agrees and unequivocally undertakes to fully comply with all the terms and conditions stipulated in agreement along with its parts, Policy Guidelines for Outsourcing the Operation and Maintenance of BSNL CSCs, EOI, LOI attached hereto without any deviation and reservation of any kind, unless mutually agreed between the parties at any given time.

**4.2** The Firm has submitted a bank guarantee of Rs. \_\_\_\_\_ as a security towards due observance and performance of terms and conditions of this agreement and Agreement with BSNL RD. The PBG shall be valid for 18 Months.

**5.0 Commencement and the Duration of the Agreement**

**5.1** The Agreement shall come into effect on the date mentioned in the heading of the Agreement. The Agreement shall be valid for a period of 12 months from the date of its commencement and may be extended further for 1 year on same terms and conditions based on performance which may be communicated preferably 2 (two) months prior to the expiry of the Agreement. If at any stage during the tenure of this agreement it comes to the notice of BSNL, directly or otherwise that Firm had misrepresented the facts or submitted any false information, which could have affected the signing of this agreement with Firm, this agreement shall stand terminated immediately under intimation to the Firm.

**5.2** In case, any future statutory provision warrants variation in the Agreement/Policy, in any material way, both parties will in good faith use their best endeavor to agree to such terms and conditions as may be necessary. However, in case no such agreement can be reached, either party shall have the right to withdraw

from this Agreement.

5.3 The effect of withdrawal from the Agreement under Clause 5.2 would be that the Agreement shall stand terminated within one month from the date of variation.

#### 6.0 Award of work to M/s. \_\_\_\_\_

6.1 M/s. \_\_\_\_\_ having been awarded the work of Operation and Maintenance of BSNL CSCs for which M/s. \_\_\_\_\_ will submit monthly claims which will be compensated by BSNL as described in EOI / "CM-S&D Policy-2018"/ CFA -S & D policy-2016 & revised commission 2018 or as modified from time to time. The compensation can be modified by BSNL as per procedure described in EOI.

6.2 BSNL will supply to the Firm all the relevant data, guidelines and other information to effectuate the purpose of the Agreement.

6.3 On termination of the Agreement, howsoever occasioned/caused, no compensation etc. shall become due to the Firm unless the same shall have accrued prior to the date of such termination and the Firm expressly has to agree that he will not be entitled to any compensation etc. and/or indemnification whatsoever, from BSNL in that regard.

6.4 The Firm and BSNL shall act on a principal to principal basis and at no time, Firm shall act in the capacity of an agent of BSNL. Firm shall not have any right or authority to negotiate, conclude or execute any contract or legal document with any third person in the name of BSNL; to assume, create, or incur any liability of any kind, express or implied, against or in the name of BSNL; or to otherwise act as the representative of BSNL, unless expressly authorized in writing by BSNL.

#### 7.0 General Obligations of the Firm

7.1 The Firm shall be responsible for provision of Services and other responsibilities as described in **Annexure B**.

7.2 The Firm shall employ/man adequate persons/positions for the provision of Services, including the On boarding of at least one Aadhaar Enrolment Kit (AEK) in the CSC in case of Type III CSC and both the AEKs in case of Type I and Type II CSCs through an operator approved/empaneled agency by UIDAI and carrying out Aadhaar demographic/Biometric or both updation, as per the scope of work detailed in EOI in the CSCs. The Firm shall use its best efforts to actively provide effective services to the subscribers of BSNL and always act in the interest of both BSNL and its subscribers.

7.3 The Firm shall not during the continuance of this Agreement or after its termination (whether alone or directly or indirectly) be interested or concerned in any business or activity which is in competition with the business or activities of BSNL. The Firm acknowledges that the adherence to this provision is a material obligation of this Agreement.

7.4 The Firm shall obtain from the customer, maintain and mandatorily deliver filled up Customer Application Forms (CAF) to the BSNL, in respect of all the new customers/existing customers, required as per the prevailing procedures, to avail the services of Fixed Access and Mobile of BSNL.

7.5 The Firm shall treat as confidential and secret all verbal and written communication, lists and circulars which in the opinion of BSNL are regarded as confidential information and/or trade secrets. The Firm shall adopt and implement security procedures acceptable to BSNL for determining the persons to whom such information is authorized to be disclosed based upon such person's need to know the same for the purpose of fulfilling his responsibilities in relation to the Agreement. Confidential and trade secret information shall remain the property of BSNL and shall be returned to BSNL upon termination of this Agreement in the manner prescribed by BSNL. The Firm hereby undertakes and agrees not to retain and make any copies of the entrusted confidential information.

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

#### 8.0 General Obligations of BSNL:

8.1 BSNL shall provide covered space without any changes. Existing infrastructure of CSC shall be handed over on as-is where-is basis.

8.2 Since the CSC premises will be utilized exclusively by the Firm, **electricity bill for CSC shall have to be paid by the Firm** as per actual consumption with applicable GST. Sub-meter will be installed by BSNL Electrical wing and manual bill also to be produced.

- 8.3 One high speed BB/FTTH connection may be provided at CSC and connectivity to BSNL. IT systems shall also be provided by BSNL on rent free basis.
- 8.4 BSNL will pay the Firm for all sales as per franchisee CM-S&D Policy-2018"/ CFA -S & D policy-2016 & revised commission 2018 and related circulars on bill payments or as modified from time to time.
- 8.5 The Firm shall be paid Rs 20.00 per Aadhaar demographic / Biometric or both updation and Rs 50.00 per new Aadhaar generation (successful) or mandatory biometric update. For Aadhaar related activity operator should be through approved / empaneled agency by UIDAI.
- 8.6 The Firm 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 the bidder for collections done in CSC.
- 8.7 The Firm shall be paid Rs.2/- per transaction (inclusive of GST)for items not defined in franchise CM- S&D Policy-2018"/ CFA -S & D policy-2016 and as and when modified. There will be a capping of 150 % for all non-commercial transactions  
e.g. issue of duplicate bills, DND activation deactivation etc based on average monthly volume of last six months, but it will be further restricted to ensure that it is not more than 10% of total Charges/commission earned in a month.
- 8.8 For CM related sales no FOS will be paid on SIM sale or Recharge sale, which is otherwise paid as per CM-S&D Policy-2018"/ CFA -S & D policy-2016 and as and when modified.
- 8.9 All changes in Franchisee S & D policy will be implemented with reference to commission structure or as modified from time to time.
- 8.10 Firm will be responsible for intimating their state-wise GSTIN No.(s) to BSNL for billing purpose (in case Firm are registered in multiple states)

## 9.0 Targets

- 9.1 The Firm agrees that he/ she/ they shall adhere to targets and its terms as described in **Annexure C**.
- 9.2 BSNL shall communicate to the Firm Quarterly targets for sale of SIM, recharge, and new connection shall be assigned based on the average volume of last quarter with an incremental increase up to 10%. These quarterly targets will be communicated by BSNL in last week of previous quarter or in the first week of the quarter.
- 9.3 Failure to meet the targets for two successive quarter shall lead to first notice for termination of contract.
- 9.4 On second failure to meet the target for one more quarter, the actual termination of contract shall be done.

## 10.0 Service Orders

- 10.1 All services to be effected in pursuance hereof shall be governed by the terms and conditions of the Agreement notwithstanding any terms and conditions as set out in the letters or communications addressed by BSNL to the Firm and the Firm/ the Firm's representative acknowledgment thereof.
- 10.2 The Firm shall devise an efficient administrative process for the mandatory delivery of filled up Customer Application Forms (CAF) collected in CSC, to BSNL.

## 11.0 Payment :

The payment to M/s. \_\_\_\_\_ will be made as announced by BSNL from time to time and shall be revised or discontinued by BSNL as per the changes in business environment. The payment shall be subject to the terms & condition as described in Annexure-D.

## 12.0 Tax Liability: M/s. States/ Local Laws. have to comply with all applicable taxes as per Central/State/Local laws.

- 12.1 BSNL services i.e. Secondary / subsequent incentives such as incentive on FRC/RC, any scheme based incentive, etc. to the Firm shall be given after levy of applicable taxes i.e. TDS/GST etc., wherever applicable.
- 12.2 BSNL shall, on a conservative basis, withhold tax at source under Chapter XVIIB of the IT Act, 1961 on all payments to the Firm against provision of Services.
- 12.3 BSNL shall also withhold tax at source under Chapter XVIIB of the IT Act, 1961 on the secondary/ subsequent incentives provided to the Firms (refer point c above)
- 12.4 BSNL shall be responsible for discharging GST liability in cases where the Firm is not registered under GST. It is further agreed that the Firm shall not charge tax on invoice
- 12.5 GST paid by the Firm to BSNL and by BSNL to the Firm (as the case maybe w.r.t. secondary/ subsequent incentive granted by BSNL) shall be available to Firm and BSNL, respectively, as ITC which can be set off against the GST charged by the Firm or BSNL
- 12.6 Methodology and applicable tax deduction/reconciliation on payment like discount at the time of sale of BSNL services, discount on FRC/RC, any scheme based incentive, etc. to the Firm may be changed time to time & necessary instructions shall be issued by concerned cell of BSNL CO.
- 12.7 The invoices raised by the Firm and BSNL should comply with all the conditions as prescribed under

the tax invoice rules under Central Goods and Service Tax Rules, 2018

**12.8** In case of any deficient supply or incomplete supply, it shall be the responsibility of the Firm to issue GST compliance credit note within the reasonable time and take tax adjustment. In case the Firm fails to issue proper credit note within the time stipulated under the GST law the taxes charged and not adjusted would be borne by the Firm.

**12.9** The Firm to comply with all the compliances as may be prescribed to ensure that compliance rating is not reduced below the prescribed limit as laid down under GST Act and GST regulations. The Firm may be required to submit a self-declaration from time to time, that they are not black-listed on the GST portal. Notwithstanding anything contained in agreement, in the event of black listing of supplier i.e. compliance rating reduced below the prescribed limit, the amount related to tax shall be paid to the Firm only on receipt of input tax credit to BSNL.

**12.10** Applicable Tax deductions/ reconciliation/ accounting related instructions/ guidelines shall be issued by concerned cell of BSNL CO, which shall be applicable to circle/SSA.

**12.11** In case of secondary/ subsequent incentives provided to the Firm, it shall be the responsibility of the Firm to raise appropriate tax invoice as per the provisions of GST Act. BSNL reserves the right to be indemnified for the credit loss in case BSNL is unable to claim the ITC for any non-compliance / default in raising appropriate invoice by Firm. Further all invoices should be sent to BSNL promptly and in no case beyond 30 days of Invoice date.

**12.12** Further the Firm is required to comply following requirements w.r.t. issuance of invoice:

1. All the details of the Firm (name, address, GSTIN/ unregistered vendor, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice;
2. Invoice/Debit Note/Credit Note need to be issued timely within the time prescribed under GST law;
3. It would be the responsibility of the Firm to declare correct information on invoice and GST portal viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the Firm, the same would be recovered by BSNL from the Firm;
4. Registered location of BSNL shall be mentioned in the agreement with GSTIN No. the Firm shall not raise invoices at the registered premise of BSNL for availment of credit and ensure that the place of supply as per GST law is same as registered premise;
5. It shall be the responsibility of the Firm to raise invoice within the prescribed timelines.
6. The Firm to share the monthly information (w.r.t. amount/commission) with BSNL which would be uploaded by the Firm in its GSTR -1 along with the information of input credit to be claimed by BSNL in such month. It shall be the responsibility of the Firm to provide reconciliation statement of all the supplies made by it including issuance of credit note, debit note or other documents on or before \_\_\_\_\_
7. GST (if applicable) on account of liquidated damages due to delay in supply of BSNL services would be borne by the Firm.
8. BSNL reserves the right to amend and the Firm agrees to the amended procedures which may be required pursuant to changes in GST law or pursuant to change in BSNL's policy

### 13.0 Brand name, Logos and Trademarks

**13.1** The Firm accepts for all purposes that any brand names, logos, trademarks or identifying slogans affixed by BSNL or any of the Firm/ Firm's affiliated companies to the services, whether registered or not, constitute the exclusive property of BSNL or their affiliated companies and cannot be used except in connection with the Services. The Firm shall not contest, at any time, the right of BSNL or its affiliated companies to any brand names or Logo used or claimed by BSNL or such companies.

**13.2** During the term of this Agreement, the Firm is authorized to use only BSNL's brand name(s), logos and trademarks only in connection with the Firm/ the Firm's employed persons' commitments as set out in this Agreement. The Firm/ the Firm's employed persons' use of such logos and trade names shall be in accordance with the guidelines issued by BSNL. In the event of termination of this Agreement, howsoever caused, the Firm/ the Firm's employed persons' right to use such trademarks, logos shall cease with immediate effect. The Firm agrees not to attach any additional trademarks, logos or trade designations to any services of BSNL thereafter.

**13.3** As long as this Agreement remains in force but not thereafter, subject to **Clause 13.2**

above, the Firm may identify itself as an Authorized Firm for carrying out O&M of \_\_\_\_\_ CSC but shall not use the brand names, logos and trademarks of BSNL as part of its corporate or partnership name or otherwise indicate to the public that it is an affiliate or agent of BSNL.

**13.4** The Firm will not publish, nor cause to be published, any advertising, or make any representations oral or written, which might confuse, mislead or deceive the public or which are detrimental to the name, trademarks, goodwill or reputation of BSNL. It is advisable that such advertising may be got approved by BSNL prior to



publication.

13.5 BSNL shall allow the Firm to use its logo/ trademark to be displayed on the sign board to be placed at the \_\_\_\_\_ CSC. However, the intellectual property rights associated with such brand names, logos and trademarks are and shall remain the sole property of BSNL.

13.6 The Firm shall not use any name, emblem, logo or trademarks of its own.

#### 14.0 Warranty

14.1 The Firm hereby expressly warrants that Services related to O&M of \_\_\_\_\_ CSC as specified herein shall be efficiently serviced by the Firm with high quality standards as specified by BSNL from time to time. The standards and specifications as set by BSNL shall be strictly adhered to by the Firm without any qualifications.

14.2 The Firm shall not make any representation to customers or give any warranties other than those contained in any standard terms and conditions set out in the customer Application Forms (CAF).

#### 15.0 Service Availability

15.1 BSNL reserves the right to delete from this Agreement, Services and CSCs in which the Firm is not able to perform, and in such an event BSNL shall give to the Firm as much notice of such deletion as is practicable in the circumstances.

15.2 BSNL shall be vested with the sole discretion to amend, review, suspend, cancel, change or extend the scope and ambit of the services and CSCs as specified in EoI / CM-S&D Policy-2018 CFA -S & D policy-2016 and as when modified from time to time.

**16.0 Software:** In relation to any software supplied by BSNL to the Firm (if any) solely for performance under this agreement, the Firm acknowledges that all intellectual property rights in such software are and shall remain the property of BSNL or a third party licensor as the case may be. Furthermore, the Firm agrees that he will take steps necessary to protect these intellectual property rights and to comply with such requirements in this regard as BSNL may impose from time to time.

**17.0 Exit Clause:** Either party may, by giving 60 days notice in advance to the other party, exit from the agreement and the agreement shall stand terminated on expiry of 60<sup>th</sup> day from receipt of such notice. In such cases, the PBG shall be returned after deducting any amount whatsoever due to BSNL against the agreement.

**18.0. Termination for Cause:** This Agreement can be terminated on any of the grounds and in the following manner:

18.1 Performance based termination: Failure of the Firm to meet the targets for two successive quarters shall lead to first notice for termination of contract. On second failure to meet the target for one more quarter, the actual termination of contract shall be done.

18.2 Without prejudice to any other provision for termination in this agreement, BSNL shall be entitled to forthwith terminate this agreement, without any liability to BSNL, by providing notice in writing to the Firm of this agreement upon the occurrence of any of the following events:-

18.3 If the Firm commits any breach, of any of the terms and conditions of this agreement and in case such breach is capable of being remedied, the Firm fails to remedy the same within thirty(30) days after receipt of a notice in writing from BSNL giving full particulars of the breach and requiring it to be remedied, or

18.4 If the Firm commits any breach, of any of the terms and conditions of this agreement and if such breach is not capable of being remedied, or

18.5 If the Firm is found involved in fraud or other illegal or unethical activities in relation to any subject matter associated with this agreement.

18.6 BSNL may also terminate this agreement for any other reason at any time during the term of this agreement by delivering not less than 30 days' prior written notice of such termination to the Firm.

18.7 If either party suffers distress or execution or commits an act of bankruptcy or insolvency or put into liquidation (otherwise than solely for amalgamation or restriction) or if a receiver is appointed over any part of the party's business then the other party shall have a right to terminate this agreement by written notice forthwith.

18.8 In case the Firm parts with its business including its assets in favour of any 3rd party directly or indirectly, BSNL will have a right to terminate this agreement forthwith. The exercising of the right of cancellation / termination shall not have the effect of waiving any damages to which BSNL might otherwise be entitled to.

**19.0 Consequences of Termination:** In the event that Agreement is terminated, the following shall be the consequences.

**19.1** All rights of the Firm under this Agreement shall cease and no payment whatsoever shall be due to the Firm for loss of goodwill, anticipated profits and any other claims or losses on account of such termination. The Firm hereby waives any claim to receive any compensation as a result of the termination of this Agreement.

**19.2** On termination or surrender or expiry of this agreement, any sums payable under this Agreement and which are unpaid on the date of termination shall forthwith become due and payable by the Firm. In case failure of the Firm to pay the amounts due to BSNL, the Firm shall be liable to pay interest @12% per annum along with applicable GST if any, on this realization of the said outstanding amount. The outstanding amount shall be realized from the pending dues of bills due to the Firm or from the encashment of BG without prejudice to any other risks & remedies available to BSNL.

**19.3** The provisions of this Agreement shall, to the extent stated or necessarily implied, survive the termination thereof.

**19.4** Subject to the provisions of this agreement, cancellation or termination or expiry of this Agreement shall not relieve or release either party from making payments which may be owing to the other party under the terms of this Agreement.

**19.5** The Firm shall at its own expense return to BSNL promptly all information, documentation and materials to BSNL which relate to the services and / or software and future marketing plans or future models of BSNL together with any copies thereof or any other documents entrusted to the Firm by BSNL. The Firm shall not represent BSNL in any of its dealing and use BSNL's name trademark logo etc.

**19.6** On termination of this Agreement howsoever occasioned, the Firm shall deliver to BSNL all the merchandise SIM card Data Cards etc., all papers including the unused registration forms, partially used and unused books, marketing / publicity and display material given free of cost and documents etc. which may have come to his possession or custody before the termination.

**19.7** On the termination of the agreement for any cause whatsoever, all rights and privileges granted to the Firm shall immediately terminate. The Firm and all persons claiming under it shall immediately cease and desist from the use of the trade name BSNL and any other sign, slogan, symbol or other distinguishing characteristic owned by or associated with BSNL's services. The Firm shall immediately cease carrying on any business permitted under the agreement.

**19.8** BSNL shall be entitled to injunctive and equitable relief for any violation of the terms and conditions, the Firm shall pay all costs and expenses including reasonable advocate fee borne by BSNL for enforcing any provision of the agreement including the provisions of **Clause 18**. The provisions of this clause shall survive the termination of this agreement.

**20.0 (i) Liquidated Damages along with applicable GST (if any):** If the Firm fail to deliver the services as per agreement schedules, parts, Annexure, EOI and CM- S&D Policy-2018 modified from time to time.

or adhere to the targets as prescribed and agreed herein, or breach of any of terms and conditions of this agreement or surrender of agreement/contract i.e. O&M of CSC at its own will, without prejudice to other remedies available to BSNL, BSNL shall be entitled to recover, as pre estimated agreed liquidated damages for breach of contract, a sum equivalent to PBG or as decided by Telecom Circle / District for failure to provide services or breach of terms and conditions of the agreement as well as the agreement among BSNL.

(ii) **Legal action:** BSNL may initiate legal action against the Firm in case of Para 20(i) above.

(iii) **BSNL** may debar the Firm for future dealings with BSNL for any contract / Firm ship/dealership etc.

**21.0 Insurance:** to other remedies available to BSNL, BSNL shall be entitled to recover, as pre estimated agreed liquidated damages for breach of contract, a sum equivalent to PBG or as decided by Telecom Circle / District for failure to provide services or breach of terms and conditions of the agreement as well as the agreement among BSNL.

## **22.0 Indemnification**

**22.1** The Firm hereby agrees to well and sufficiently protect and keep harmless and indemnify BSNL, against all type of embezzlement, misappropriation or misapplication of money. Or fraud if any committed by the persons employed by the Firm and prospective subscriber(s).

**22.2** The Firm agrees to fully indemnify and keep indemnified BSNL against all losses or any claims for damages or any other claims of whatsoever nature, which are brought against BSNL by any third party owing to deeds or misdeeds attributable to the Firm, or any claim of breach of any statutory regulation, orders from any govt. bodies requires or breach of any clause or term and conditions of this agreement BSNL shall be vested with the sole discretion to determine such damages/ claims and have the right to adjust the same from any dues payable to the Firm.

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

**22.4** BSNL's acceptance of any booking from the Firm after the termination / expiry of this Agreement shall not be construed as a renewal or extension of the Agreement nor as a waiver of termination.

**23.0** M/s. \_\_\_\_\_ **independent entity.**

**23.1** M/s. \_\_\_\_\_, its employees, agents and representatives shall provide Services as an independent "entity" on an exclusive basis and nothing contained herein shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent between the parties hereto, or between BSNL and the Firm's representatives and employees or to provide Services with any right, power or authority, or to provide the Firm with any right, power or authority, whether express or implied to create any such duty or obligation.

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

**23.3** The Firm represents and warrants that no officer, director, employee of BSNL or immediate family member thereof ("collectively, BSNL, personnel") has received or will receive anything of value of any kind from the Firm or its officers, directors, employees or agents in connection with this Agreement and that no BSNL personnel have a business relationship of any kind with the Firm or its officers.

#### **24.0** Miscellaneous

**24.1** In the event of the death or retirement of any director or change of shareholders of the Firm the appointment of a replacement or the transfer to another shareholder shall be subject to the prior approval of BSNL which shall not be unreasonably withheld and such replacement or transferee shall enter into each agreement to abide by the terms and conditions of this agreement as may be required by BSNL. However the decision of BSNL shall be final in this regard.

**24.2** The Firm will not be allowed to make any alteration/ correction in the text matter of registration forms or any printed materials supplied by BSNL.

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

**24.4** In case of loss of the certificate(s) or any documents issued by BSNL, the Firm shall immediately report the same to BSNL with the copy of F.I.R.

**24.5** BSNL will issue a certificate to the effect that M/s \_\_\_\_\_ is the authorized firm for providing Services in \_\_\_\_\_ CSC. This certificate shall have to be displayed by M/s. \_\_\_\_\_. The photo I-card would be issued to the executive director/proprietor or other authorized person/executive(s)/persons employed by the Firm.

**24.6** BSNL may call, as and when felt necessary, the Firm/ the Firm's employed persons for educating him in respect of latest schemes, services, rules, orders or regulations.

**24.7** BSNL shall have the right to refuse, subscribe or accept application for subscription forwarded by the Firm and the Firm shall not be entitled to any compensation in respect of such refused application or part thereof.

**24.8** In the event, BSNL desires any other / further information including a recent photograph of the prospective subscriber, the Firm shall procure such information

/photographs also and duly provide to BSNL. The verification of subscriber's identity as per the govt. procedure shall be the responsibility of Firm.

**24.9** The Firm shall make all endeavors to ensure that no fraud of any kind, contractual, criminal or otherwise is committed by any prospective subscribers of all its channel partners in the matter of taking/providing BSNL connection and matters connected therewith. The Firm shall be responsible for the costs and consequences thereof inter-alia outstanding dues, litigation, losses, damages or loss suffered/ to be suffered by BSNL etc.

**24.10** The Firm shall carry out its obligation hereunder at its own cost and expenses including but not

limited to usage of his own space and personnel and no reimbursement whatsoever shall be made by BSNL on any account whatsoever.

24.11 Without prejudice to its right of any other remedy, BSNL shall encash the PBG in case of any breach of any terms and condition of the agreement or provide services as per agreed schedule and parameters, targetsetc. on the part of Firm.

24.12 The Firm is not authorized to assign or otherwise transfer the benefits of this agreement or part thereof to a third party.

24.13 The Firm shall provide his permanent address and bank account number/PAN at the time of signing the agreement.

24.14 The Firm will be given a code number as his identification. A 'SEAL' indicating the code number alongwith the name of the Firm& address of the CSC shall be imprinted by the Firm on the subscriber agreement forms and prepaid application forms before forwarding them to BSNL.

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

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

24.17 In connection with the services to be rendered hereby the Firm undertakes, affirms and agrees that the Firm has fully authorized to enter into this agreement and subject to obtaining the necessary approval under applicable law, if any, required to perform this obligation here under according to the terms hereto.

## 25.0 General Terms & Conditions

25.1 The firm may operate and deploy sufficient outsourced personnel for manning the counters for Category-1, Category-II & Category – III CSCs as specified in Annexure – I of the EOI document, and the same may be increased depending on footfalls and requirement as decided by the concerned area in-charge of BSNL. The Firm may be given right to view the relevant portion of Sancharsoft, Kenan FX, CRM,Sanchar Aadhar,CCM etc. which they are supposed to view periodically and take necessary actions.

**25.2 BSNL reserves the right to change the terms of trade from time to time with notice period of 30 days. All other terms and conditions as per EOI No \_\_\_\_\_and subsequent amendments /clarifications etc holds good.**

25.3 BSNL reserves the right to withhold or delay the consideration/commission for the Firm in case of any pending disputes in matters relating to activations or cancellations.

25.4 In case of dispute arising between the Firm and BSNL, the same shall be adjudicated by the concerned BA Head or any official appointed by the Circle Head.

25.5 The company's decision will be final on all matters relating to the business and will be binding on the Firm.

25.6 It will be the Company's endeavor to make the payment to the Firm as per the schedule, however this may stretch beyond the scheduled time only in case of delays in getting claims from the Firm or in case of incorrect claims.

25.7 The payment to the Firm will be made through a cheque / ECS after deducting applicable taxes.

25.8 The Firm will correspond/coordinate with BA Head through the nodal officer appointed by him.

25.9 All taxes present & future, that may be levied by the govt./ local authorities etc. will be applicable to the Firm a/c.

25.10 The Firm shall comply with all applicable laws, bye Laws rules, regulations, orders, directions notifications etc of the Govt./ Court/Tribunals and shall also comply with all directions issued by BSNL and provide BSNL with all information and cooperation that BSNL may reasonably require from time to time.

25.11 The Firm has to fully cooperate with BSNL to investigate any complaint from the public, retailers or BSNL's sales teams.

25.12 The Firm shall be liable for all payments of wages, Salary etc to its employees & shall comply with all statutory laws, rules, relating to employment, wages, PF, ID, act etc.

25.13 The Firm shall fully indemnify, defend & hold BSNL harmless from and against all claims, Liability, Losses or damages recoveries, proceedings, actions, Judgments costs, charges & expenses which may be made or brought or commences against BSNL or which BSNL may or may have to bear, pay or suffer directly or indirectly in connection with any breach the Firm's agreement by the Firm or its agents, employees, offices.

25.14 In case any GST and/ or cess liability, interest, penalties or any other tax/ duty/ amount/ charge/ liability / professional costs related to litigation becomes payable by BSNL or ITC is denied to BSNL due to failure

of the Firm to comply with the relevant laws/ regulations applicable in India or overseas, the Firm undertakes to indemnify BSNL for an amount equal to amount payable by BSNL and the same shall be recovered by BSNL

25.15 GST (if applicable) on account of liquidated damages due to delay in supply would be borne by the Firm.

25.16 BSNL Shall not be liable for any act of commission or omission of any third party.

25.17 During the currency of agreement, the Firm will not be permitted to provide services to any other telecom service provider.

25.18 The Firm shall display prominently the information prescribed by BSNL from time to time & will display a signboard, of size decided by BSNL, indicating the name & logo/Brand name of BSNL as may be prescribed by BSNL.

25.19 The Firm shall pay all dues & outstanding to BSNL during the currency of assessment or on termination of the agreement as the case may, even if any dispute is pending between the Firm & BSNL, the same shall be adjustable by the BA Head or official appointed by Circle Head.

25.20 The Firm will have to abide by the policy rules, regulations & instructions of BSNL as revised/modified from time to time, without any prior notice to the Firm in respect of all matters including security deposit / PBG, incentive payable to the Firm etc.

25.21 In case of any deviation, default or negligence on the part of the Firm due to which it is liable to pay penalty to BSNL, the same shall be recovered by BSNL from the Firm along with applicable GST (as may be applicable)

25.22 The Firm must enter list of stock/material received, sold and available with him on a daily basis through BSNL specified IT system.

25.23 BSNL shall deduct tax at source, if required, under GST Act and GST regulations, any law or any regulation.

25.24 Those who were terminated may be barred to participate in EOI for that CSC only for next two years.

25.25 In case of successful completion of period of contract/agreement period, PBG shall be returned after ensuring that penalty/damage/dues/claims if any are cleared.

25.26 PBG shall be forfeited, in case the Firm does not start business within stipulated time frame as mentioned under agreement.

25.27 PBG shall be refunded in the cases where the Firm surrenders the CSC with mutual consent of BSNL and after prior notice to BSNL for surrendering after ensuring that penalty/damage/dues/claims if any are cleared.

25.28 PBG shall be forfeited if agreement/contract is terminated on performance based evaluation mentioned under agreement.

25.29 If the Firm does not serve prior notice and requests for surrendering contract/agreement with immediate effect in normal course and he/she is performing well in the CSC as per parameters/targets mentioned under agreement, the Firm may be requested to continue with agreement. If the Firm insists for surrendering of contract/agreement he/she may be advised to serve 90 days prior notice, and then PBG shall be returned after ensuring that penalty/damage/dues/claims, if any are cleared. If the Firm stops working with immediate effect, PBG shall be forfeited.

25.30 If the Firm does not serve prior notice and requests for surrendering his/her contract/agreement with immediate effect in normal course and he/she is not performing well in the CSC as per parameters/targets mentioned under agreement, the Firm may be requested to improve his performance as per penalty clause under agreement and continue with agreement. If the Firm still insists for surrendering contract/agreement he/she may be advised to serve 30 days prior notice, then PBG shall be returned after ensuring that penalty/damage/dues/claims if any, are cleared. If contract/agreement stops working with immediate effect, PBG shall be forfeited.

## 26.0 General Provisions

26.1 **Governing Language and Law:** The language to be used in connection with the Agreement shall in all cases be the English Language. This Agreement shall be governed by and construed in accordance with the laws of India.

26.2 **No authority to Commit:** The Firm its agents and employees will not be the legal representatives, employees or agents of BSNL for any purpose and have no right or authority to incur any expenses on behalf of BSNL or to create, in writing or otherwise, obligations of any kind, express or implied, in the name of or on behalf of BSNL excluding the rights and duties under this Agreement. The Firm shall make no representations inconsistent with the foregoing, but so long as this Agreement remains in force, the Firm shall be entitled to describe itself as the "Authorized Firm for O&M of \_\_\_\_\_ CSC" of BSNL for the services in the CSC.

26.3 **Assignment:** Neither party may assign its rights and remedies nor transfer its obligations under this Agreement without prior written consent of the other party, except that BSNL may so assign to any of its affiliated or subsidiary companies without such consent. In any event, any assignment or transfer shall not

operate to relieve the assigning party of any of its obligations hereunder

nor will any such assignment impose any obligation on the assignee except in the case of an express written assumption by the assignee.

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

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

#### **26.6 Remedies for enforcement**

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

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

**26.7 Joint and Several:** All agreements on the part of either of the parties which comprise more than one person or entity shall be joint and several and singular gender throughout this agreement shall include all genders and the plural and the successors in title to the parties.

**26.8 Severability:** If any terms or provisions of the agreement are or shall be illegal, invalid or unenforceable in any jurisdiction, all other terms and provisions of the deed shall remain legal, valid and enforceable in such jurisdiction and the parties shall endeavor to substitute forthwith such other legal, valid and enforceable provisions as will most closely correspond to the legal and economic intent of such illegal, invalid or unenforceable term or provision.

**26.9 Publicity:** This Agreement shall be treated by the Firm as each treats its own confidential information. Additionally, no press release or other publicity of any nature regarding this Agreement shall be made without the other party's prior written approval, which approval shall not be unreasonably withheld. The Firm should take all necessary steps to safeguard the privacy and confidentialities of any information about BSNL and its subscribers from whom it has acquired such information by virtue of the service provided and shall not divulge or uses any such information except as may be necessary in case of providing services under this agreement. The Firm shall, prior to commencement of service, confirm in writing to BSNL that Firm has taken all necessary steps to ensure that it and its employees shall observe confidentiality of customer information. However, approval of such disclosure shall be deemed to be given to the extent that such disclosure is required to comply with government rules, regulations or other governmental requirements. The publishing party shall give the other party a reasonable opportunity to review the text of such disclosure prior to the disclosure.

**27.0 Title:** Titles to the paragraphs / clauses are given for convenience only and do not have any legal complications.

**28.0 Force Majeure:** If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

#### **29.0. Dispute Resolution/ Arbitration:**

I. ARBITRATION (Applicable in case of supply orders/Contracts with firms, other than Public Sector

Enterprise ) (Not applicable in cases valuing less than ₹ 5 lakhs)

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

(1) A party wishing to commence arbitration proceeding shall revoke Arbitration Clause by giving 60 days notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

(2) The number of the arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority
Above ₹ 5 Lakhs to ₹ 5 Crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL	BSNL (Note: BSNL will forward a list containing names of three empaneled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above ₹ 5 crores	3 Arbitrators	One arbitrator by each party and the 3 <sup>rd</sup> arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.

(3) Neither party shall appoint its serving employee as arbitrator.

(4) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise, he shall proceed de novo.

(5) Parties agree that neither party shall be entitled for any pre-reference or pendent elite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

(6) Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is upto 5 crores.

29B. Fast track procedure -

(1) Not with standing anything contained in this Act, the parties to an arbitration agreement may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub- section(3).

(2) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.

(3) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-

(a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;

(b) The arbitral tribunal shall have power to call for further information or clarification from the parties in addition to the pleadings and documents filed by them;

(c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;

(d) The arbitral tribunal may dispense with any Technical formalities, if an oral hearing is held and adopt such procedure as deemed appropriate for expeditious disposal of the case.



- (4) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.
- (5) If the award is not made within the period specified in sub-section (4), the provisions of sub sections (3) to (9) of section 29 A shall apply to the proceedings.
- (6) The fees payable to the arbitrator and the manner of payment and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.
- (7) The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of claims and counter claims	Period for making and publishing of the award (counted from the date of the arbitral tribunal enters upon the reference)
Upto Rs. 5 crores	Within 6 months( Fast Track procedure)
Above ₹ 5 crores	Within 12 months

However, the above time limit can be extended by the Arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the Act.

- (8) In case of arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay etc., of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements for the presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.

- (9) The arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case may be)
- (10) Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

II. Following Arbitration clause may be incorporated in Contracts POs, APOs, Tenders, EOIs, between BSNL and Central/State Government (s) as the case may be in terms of DPE guidelines for settlement of commercial disputes between Public Sector Enterprises inter-se and Public Sector Enterprise(s) and Government Department(s) through Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

Further with regard to already signed / existing contracts, existing Arbitration clause for sole arbitrator can be invoked in case the parties waive subsequent to disputes having arisen between them, the applicability of sub-section (5) of section 12 by an express agreement in writing.

**30.0 Set Off:** Any sum of money due and payable to the Firm under this agreement or otherwise shall be appropriated by BSNL and the same shall be set off against any claim of BSNL for payment of sum of money arising out of this agreement or other agreement(s) made by Firm with BSNL.

The agreement including the Annexure / CM-S&D Policy-2018 CFA -S & D policy-2016 and as and when modified and EOI no. \_\_\_\_\_ dated \_\_\_\_\_ constitute the entire



Agreement of the parties with respect to the matters herein contained and all its terms and conditions are binding between the parties and supersedes all prior agreements and understandings between the parties whether written or oral. The Agreement shall be signed by the authorized representatives of both parties. In witness whereof, the parties have caused this agreement to be executed and delivered by the duly authorized officers:

For and on behalf of the Firm

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
(In capital letters)  
Executive Director / Prop. \_\_\_\_\_  
Designation \_\_\_\_\_  
Name & Address \_\_\_\_\_  
\_\_\_\_\_

Dated at \_\_\_\_\_ on \_\_\_\_\_

Witness 1.  
witness 2.

For and on behalf of BSNL

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
(In capital letters)  
Designation \_\_\_\_\_  
Name & Address \_\_\_\_\_  
\_\_\_\_\_

Witness 1.  
Witness 2.

## **ANNEXURE - A**

List of authorized representatives:

(a) As designated in writing by BSNL:

- Name
- Designation
- Address
- Mobile Number
- E-mail ID

(b) As designated in writing by the Firm:

- Name
- Designation
- Address
- PAN Number
- Qualification
- Mobile Number
- e-Mail id

## **Annexure – B**

### **Responsibilities of M/s. \_\_\_\_\_**

- 1) The Firm shall be responsible for keeping the area neat and clean and do all marketing activities like updating of posters/banners new Tariff chart (provided by BSNL) etc.
- 2) The Firm may put additional canopies other product Marketing tools, in the premises for promotion of BSNL products.
- 3) The Firm may be permitted to utilize existing electric equipments light, fans, air- conditioners etc. if available, otherwise they shall bring their own.
- 4) The Firm shall be responsible for maintaining infrastructure, electric equipment, furniture and computers and replace the same if required, for proper upkeep of the CSC.
- 5) The Firm shall ensure that the CSCs are 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.
- 6) The firm may operate and deploy sufficient outsourced personnel for manning the counters for Category-I, Category-II & Category – III CSCs as specified in Annexure – I of the EOI document, and the same may be increased depending on footfalls and requirement as decided by the concerned area in-charge of BSNL.
- 7) The Firm shall ensure proper training and dress code for staff manning the counters of CSCs.
- 8) The Firm shall ensure that Sale of products and accessories and services of BSNL should be restricted only within CSCs.
- 9) The Firm shall not sell any non BSNL products from the CSC.
- 10) The Firm shall employ/man adequate persons/positions for the provision of Services, as per the scope of work detailed in EOI in the CSCs.
- 11) The Firm shall operate AEKs by operators hired on contract by the Firm through a manpower hiring agency approved / empanelled by UIDAI. Thus the Firm shall ensure Onboarding/operation of at least one Aadhar Enrolment Kit (AEK) in the CSC in case of Type III CSC and both the AEKs in case of Type I and Type II CSCs.
- 12) The Firm shall submit monthly claims which will be compensated by BSNL as described in EoI / “CM-S&D Policy-2018” CFA -S & D policy-2016 and as and when modified
- 13) The Firm is responsible for meeting all targets set by SSA/Circle for the CSC.
- 14) The Firm shall ensure CAF collection, documentation (physical documentation as well as electronic documentation) and timely submission of documents to BSNL as per regulatory guidelines and BSNL instructions and is directly responsible for the documents submitted in support of customer identity & address. If anything is found wrong with respect to DOT/TERM guidelines the form should be rejected and the actual CAF penalty or any another penalty along with applicable GST imposed by DOT/TERM shall be imposed and recovered per wrong CAF from the firm.
- 15) Verification of credentials of customers – Verification of POI/POA (photo, identity and address) of customer at the POS (Point of Sale) has to be done as per the various guidelines issued by DoT and BSNL from time to time. The Firm will be responsible for such verifications done.
- 16) BSNL reserves the right for CAF entry/CAF collection/CAF submission through any third party on outsourced model. However, verification of credentials as mentioned in para (14) above shall be the responsibility of the Firm
- 17) The Firm shall be responsible for Operation of IT tools and systems provided by BSNL as specified from time to time, including its employed manpower.
- 18) The Firm shall be responsible for all details and information as specified by BSNL from time to time in BSNL specified system e.g. Sancharsoft, Kenan FX, CRM, Sanchar Aadhar,CCM , Minsat etc.
- 19) All forms of complaint handling on phone and walk-in-complaints (hardware related, billing, performance related, etc.) will be handled directly by the Firm .The Firm shall redress all possible complaints on the spot. If required, help from BSNL call centres may be taken. Remaining complaints with all relevant details can be forwarded to designated BSNL official for further redressal /disposal.
- 20) The Firm shall ensure timely submission of bills and claims to the nodal officer.
- 21) The Firm shall issue receipts at the time of booking of any new connection. Firm shall also issue a formal receipt to the customer for any transaction done
- 22) The Firm will be responsible for intimating their state-wise GSTIN No. (s) to BSNL for billing purposes.
- 23) Timely submission of bills and claims to the nodal officer
- 24) Issue receipts: At the time of booking of any new connection the firm shall issue a formal receipt to the customer.

## **Annexure-C**

### **Target Setting:**

1. Targets shall be assigned to the firm as and when communicated from Circle office
2. Quarterly targets for the sale of SIM, recharge, and new connection shall be assigned to the Firm based on the average volume of last quarter with an incremental increase up to 10%.
3. Failure to meet the targets by the Firm for two successive quarter shall lead to first notice for termination of contract.
4. On second failure by the Firm to meet the target for one more quarter, the actual termination of contract shall be done.

## **Annexure D**

### **Consideration and Pricing:**

i. The Firm shall pay Rs. \_\_\_\_\_ (in words Rupees \_\_\_\_\_ only ) (excl. applicable Taxes) monthly to BSNL.

The monthly fixed charges shall be remitted in advance i.e on or before 5<sup>th</sup> of every month, for the current month and the amount has to be paid by the bidder through NEFT/RTGS/DD ONLY.

ii. The Firm will present monthly claims with supporting documents. BSNL's designated nodal officer to verify and sign the claim and forward it to the Accounts Department.

iii. Payment will be from BA Head Quarter preferably through ECS / Direct credit to account or cheque. BA will give a detailed report regarding payment of all claims to Firm on monthly basis to Circle office.

iv. 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 or as modified from time to time.

v. The firm shall do all the Bill collection for post-paid services/Landline/Broadband/FTTH/Wings 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, and changes, if any, made in the policy by BSNL in future.

### **vi. Penalty (along with applicable GST, if any):**

The Firm/the Firm's employees is/are found selling through Multi SIM device:

(i) A penalty @ 5% plus applicable GST of the total incentives provided to the Firm during the previous three month will be imposed on the firm along with a warning letter, for first time.

(ii) The action will be taken after investigation by BSNL. In case the Firm/the Firm's employees is/are found involved in using Multi SIM Mobile Automatic Recharge System repeatedly, his agreement/contract for O&M of CSC may be terminated.

\*\*\* END OF DOCUMENT \*\*\*