



**BHARAT SANCHAR NIGAM LIMITED**

O/o Chief General Manager

Chennai Telecom Circle

**Expression of Interest  
for  
Outsourcing of Operation and Maintenance of BSNL CSCs  
in CHTD Area.**

EOI No: DGM(S&M)-CM/EOI/2019-20/03

Dated at Chennai, the 07.05.2020

Name of Bidder.....

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

Last date of submission/Date of opening of Bid :.....27-05-2020, 1530 Hrs......

Signature of the bidder .....

This document contains 38 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.	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.		
5.	Attested copy of Article or Memorandum of Association or partnership deed or proprietorship registration as the case may be.		
6.	Attested copy of GST Registration number.		
7.	Attested copy of PAN Number.		
8.	Attested copy of current & valid clearance from State authorities if applicable.		
9.	Bank guarantee towards EMD / Bid security issued from a nationalized / Schedule bank on non-judicial stamp paper of Rs.100/- (Format enclosed Annexure IV) and valid for 180 days from the date of opening of EOI.		
10.	Attested copy from CA of turn over details (P&L Account) Turnover certificate item wise.		
11.	Certificates for experience		
12.	Latest Income Tax clearance certificate		
13.	Any other supporting documents as asked for or called for.		

3. 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 Chief General Manager,**  
**Chennai Telecom District**

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

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:

CSC Name	Category	EMD (in the form of BG)	Issuing Bank with branch name	Issuing date	Validity	Amount (Rs.)
1.		BG No. .... .....			Valid up to .....	.....
2.		BG No. .... .....			Valid up to .....	.....
3.		BG No. .... .....			Valid up to .....	.....
4.		BG No. .... .....			Valid up to .....	.....
5.		BG 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 47 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	5
<b>Chapter B</b>		
	Section 1: Scope of work for “Operation & Maintenance of BSNL CSCs”	
6	The broad scope of the CSC operations	8
7	Terms and conditions of infrastructure and related facilities	8
8	Other Terms and conditions	9
9	Documents establishing Firm's Eligibility and qualification	9
10	Duration of the contract period	10
11	Financial Proposal and Evaluation	10
12	Performance Bank Guarantee (PBG)	10
13	Forfeiture of Bid Security	10
14	Termination of Contract due to non performance (default) (Exit Clause invoked by BSNL)	10
15	Dispute Resolution/Arbitration	11
16	Section 2:	14
	Financial Quote	14
<b>Chapter C</b>		
17	ANNEXURE –I : List of CSCs Proposed for outsourcing	15
18	ANNEXURE – II : Mutual Non-Disclosure Agreement	18
19	ANNEXURE – III : Format of Certificate regarding close relatives working in BSNL	25
20	ANNEXURE – IV: Proforma for the BID Security/EMD Gurantee	26
21	ANNEXURE – V : Format of the Performance Bank Guarantee	28
22	ANNEXURE – VI : Covering Letter for Submission of Eoi	30
23	ANNEXURE – VII: Details about the Firm(Bidder)	31
24	ANNEXURE – VIII : Declaration-1 for Tender Conditions	33
25	ANNEXURE – IX: Declaration-2 for the bidder is not black listed	34
26	ANNEXURE – X : Letter of authorization for attending the BID opening	35
27	ANNEXURE-XI:Commission structure-S&D Policy 2018	36-38



**Bharat Sanchar Nigam Limited**  
**O/o Chief General Manager,**  
**Chennai Telecom Circle**

**CHAPTER A**

**NOTICE INVITING EOI (EXPRESSION OF INTEREST) FOR OUTSOURCING THE OPERATION AND  
MAINTENANCE OF CSCs IN BSNL CHENNAI TELECOM DISTRICT**

EOI No: DGM(S&M)-CM/EOI/2019-20/03

Dated at Chennai, the 07-05-2020

Sealed EOI IS invited on behalf of CMD BSNL by CGM Chennai Telecom Circle for the Operation and Maintenance of BSNL CSCs in Chennai Circle 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
<b>Category-I: Rs.1,00,000/- Category-II: Rs.75,000/- Category-III: Rs.25,000/-</b>	<b>Rs.1180/- (inclusive of GST)</b>	<b>1330 Hrs on 27-05-2020</b>	<b>1530 Hrs on 27-05-2020</b>	<b>As per Annexure-I</b>	<b>As per Annexure-I</b>

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. 07/05/2020 1800 Hrs.

2. Bidder may choose to bid any number of CSCs offered in the EOI. **EMD should be submitted for each CSC Separately.**

**3. Bidder has to pay tender 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 be rejected.**

**1. 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:

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

1.2 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. financial year 2016-17, FY 2017-18, FY 2018-19). Audited Balance Sheets for the last three years shall be submitted as a supporting document.

OR

Bidder Company shall have a Net worth of INR 2 Crores on 31st March'19. In case of consortium, turnover/ Net worth of only lead bidder shall be counted. Lead bidder is being referred as bidder in the EOI document.

1.3 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 1.3 above, then Bid can be submitted through a legally bound consortium (format as at Section-VI) with a company who is having experience as in this Para 1.3 above. However, in such case, the lead bidder company must have Customer Care Centre experience in last two financial years (i.e. 2017-18, 2018-19).

OR

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

- 1.4 All existing BSNL franchisees / RD (CM, CFA, Integrated) having 50 Lakhs Cumulative turn over from BSNL business during last Three years (i.e. financial year 2016-17, FY 2017-18, FY 2018-19) are eligible and do not need any more eligibility Criteria as mentioned in 1.2 or 1.3 above
- 1.5 Bidders are required to submit certificates/documentary proof for item (1.1) to (1.3). The verifiable reference along with the contact details shall also be cited in the bid document for item at 1.3.
- 1.6 The Company should not be a Licensed Telecom Service Provider (TSP) to provide Basic Services/ Cellular Telephony Services/ Internet Services/ UASL/ NLD/ ILD Services anywhere in India or owned or controlled by a TSP in India
- 1.7 The Company should not have controlling equity stake (26% or more), or vice versa, in and of any Basic Services/ Cellular Telephony Services/ UASL/ NLD/ ILD Services operating companies in India or their promoters.

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.

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

Intending bidder may obtain copy of EOI document from "Accounts Officer (C&A), CBA, BSNL Chennai Telephones" on payment of Rs. **1180/- (inclusive of GST)** only (Non-Refundable) on all working days. The payment shall be accepted in the form of A/c Payee Demand Draft, drawn in any Scheduled Bank in India in favour of "Accounts Officer (C&A), CBA, 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
- 2. Bid security may be submitted in the form of Bank Guarantee. The proforma of Bank Guarantee is available as Annexure-IV (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"
- 3. 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 be deposited along with the bid.
- 4. **Submission of EOI:** – EOI should be submitted and EOI should be super scribed with **"EOI for the Operation and Maintenance of BSNL CSCs, in Chennai Telecom District"** and it should be dropped in drop box kept in the office of **PGM (S&M)-CM/CFA, V Floor, Anna Road Telephone Exchange Building, No.10 DAMS Road, Chennai 600 002.**
- 5. **Opening of EOI:** – EOI shall be opened as per schedule attached, in the office of the **PGM (S&M)-CM/CFA** in the presence of bidders/ authorized representatives of the bidders who wish to be present.
- 6. Fee for EOI Document is neither transferable nor refundable.
- 7. EOI document will neither be sent nor be accepted by Post / Courier.
- 8. Bid Security will not carry any interest.

## **CHAPTER B**

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

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

- a) Sale of new SIMs. Normal and Bulk Booking / Vanity and fancy number booking / Post-paid to pre-paid and vice versa conversions.
- b) Plan change/ISD /International roaming.
- c) VAS services.
- d) Replacement of SIMs
- e) Sale of post-paid mobile connections
- f) Sale of Top-ups/STVs /PVs
- g) Sales Complaint redressal.
- h) Processing of MNP requests
- i) Bill collection of Landline/Broadband/FTTH/Post-paid Mobile
- j) New Phone bookings and feasibility of and line/Broadband/FTTH/Wings / ASEEM, Vanity booking/ISDN/PRI/BRI.
- k) DND Activation/deactivation.
- l) Handling of bill related queries and complaints.
- m) 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 charges. 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 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. Sub-meter will be installed by BSNL Electrical wing and manual bill also to be produced. The amount shall be collected from the bidder and payment will be made to Electricity Charges. 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 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 bio metric update. For Aadhaar related activity operator should be through approved / empaneled agency by UIDAI. Penalty imposed by UIDAI for wrong Aadhaar Generation / wrong Demographic / Biometric updation will be passed on 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) 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.
- xi) 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.
- xii) All changes in Franchisee S&D policy will be implemented with reference to the Commission structure as and when BSNL does so.
- xiii) All Clarification / Amendments issued in respect of this tender form part and parcel of the tender document.

### 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 results of last three financial years (FY 2016-17, FY 2017-18 and FY 2018-19)
- (viii) A "No Relative Certificate" in the format as at **Annexure-III**.
- (ix) Bid security, as per the details given in the Notice Inviting Tender.
- (x) 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

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

The bidder should quote a fixed amount to be paid to BSNL for each Category-I / category-II / Category-III CSCs as per the financial quote enclosed in Section-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.

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

- a) The successful bidder shall have to pay Performance Bank Guarantee (PBG) as per Annexure-V as detailed below.
- PBG (Performance Bank Guarantee) of:
- Rs.3.5 Lakhs for Category – I per CSC
  - Rs.2.5 Lakhs for Category – II per CSC
  - Rs.1 Lakh for Category – III per CSC
- The PBG has to be submitted before signing of agreement within 15 days of LOI.
- b) The PBG shall be initially valid for Eighteen months. For extension of Contract further for Second year, PBG shall be to be renewed accordingly.
- c) The bidder shall ensure that the Performance Bank Guarantee (PBG) is sent to BSNL directly by the issuing Bank under Registered post (A.D). In exceptional circumstances where PBG is submitted by the bidder to BSNL, the bidder should ensure that an unstamped duplicate copy of the PBG is sent immediately by the bank directly to the purchaser by Registered post (A.D)

#### **8) Forfeiture of Bid Security:**

The bid security may be forfeited

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

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

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

- a) Each CSC will be assigned Quarterly targets for sale of SIM recharge and new connection based on the average volume of last quarter with an incremental increase up to 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.

## 10) Dispute Resolution/Arbitration

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

### 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 empanelled 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) 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.
- (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 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.

- (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.

### 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.) **

\*\* TAXES shall be extra as applicable. Refer Annexure-I for Minimum benchmark amount for the CSCs concerned.

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 DOCUMENTS.**

3. FOR CLAIM OF COMMISSION ON POST PAID NEW SERVICES, PERFORMA 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.

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, BSNL RESERVES THE RIGHT TO GO FOR REVERSE AUCTION TO DETERMINE THE H1 BIDDER.

Signature of the Authorised signatory with Seal

## **CHAPTER C: ANNEXURES**

### **ANNEXURE-I**

#### **List of Category-I CSCs proposed for outsourcing**

<b>Sl. No.</b>	<b>BA</b>	<b>DGM AREA</b>	<b>CSC Name</b>	<b>Minimum Benchmark</b>
01.	CENTRAL	ADYAR	Adyar	₹ 10,200.00
02.	GSM	B&CCS	R. K Nagar	₹ 13,400.00
03.	NORTH	AMBATTUR	Ambattur	₹ 6,900.00
04.	NORTH	NORTH EAST	Flower Bazaar	₹ 17,000.00
05.	NORTH	NORTH PERIPHERAL	Annanagar	₹ 14,300.00
06.	NORTH	NORTH WEST	Kellys	₹ 13,500.00
07.	NORTH	NORTH WEST	Madhavaram	₹ 7,500.00
08.	SOUTH	CHENGALPET	Chengalpet	₹ 4,700.00
09.	SOUTH	CHROMPET	Selaiyur	₹ 6,000.00
10.	SOUTH	SOUTH WEST	Madipakkam	₹ 6,000.00
11.	SOUTH	SOUTH WEST	Nanganallur	₹ 6,000.00
12.	SOUTH	SOUTH WEST	Guindy	₹ 6,900.00
13.	SOUTH	CHROMPET	Chrompet	₹ 6,000.00
14.	WEST	KK NAGAR	Kknagar	₹ 10,400.00
15.	WEST	WEST	Kodambakkam	₹ 11,200.00

## List of Category-II CSCs proposed for outsourcing

Sl. No.	BA	DGM AREA	CSC Name	Minimum Benchmark
01.	NORTH	AMBATTUR	Padi	₹ 5,750.00
02.	NORTH	AMBATTUR	Poonamallee	₹ 3,750.00
03.	NORTH	KALMANDAPAM	Kalmandapam	₹ 6,350.00
04.	NORTH	KALMANDAPAM	Kaladipet	₹ 5,750.00
05.	NORTH	KALMANDAPAM	Manali	₹ 3,750.00
06.	NORTH	KALMANDAPAM	Minjur	₹ 3,750.00
07.	NORTH	NORTH EAST	Cto II Line Beach	₹ 8,950.00
08.	NORTH	NORTH WEST	Periyar Nagar	₹ 5,950.00
09.	NORTH	NORTH WEST	Redhills	₹ 3,750.00
10.	SOUTH	CHENGALPET	Kelambakkam	₹ 5,750.00
11.	SOUTH	CHENGALPET	Maraimalai Nagar	₹ 3,750.00
12.	SOUTH	SOUTH WEST	St. Thomas Mount	₹ 5,750.00
13.	SOUTH	SOUTH WEST	Rajbhavan	₹ 5,750.00
14.	SOUTH	SOUTH WEST	Taramani Link Road	₹ 5,750.00
15.	SOUTH	CHROMPET	Hasthinapuram	₹ 5,500.00
16.	WEST	KANCHEEPURAM	Kancheepuram	₹ 7,850.00
17.	WEST	KANCHEEPURAM	Sriperumbudur	₹ 3,750.00
18.	WEST	KK NAGAR	Porur (Karambakkam)	₹ 7,050.00
19.	WEST	THIRUVALLUR	Thiruvallur	₹ 3,950.00
20.	WEST	THIRUVALLUR	Thiruthani	₹ 3,750.00

## List of Category-III CSCs proposed for outsourcing

Sl. No.	BA	DGM AREA	CSC Name	Minimum Benchmark
01.	CENTRAL	ADYAR	Perungudi	₹ 5,500.00
02.	CENTRAL	SOUTH EAST	Mylapore	₹ 5,500.00
03.	NORTH	AMBATTUR	Avadi New Military Road	₹ 5,500.00
04.	NORTH	NORTH PERIPHERAL	Villivakkam	₹ 5,500.00
05.	NORTH	NORTH PERIPHERAL	Pattabiram	₹ 3,500.00
06.	SOUTH	CHENGALPET	Madurantakam	₹ 3,500.00
07.	SOUTH	CHROMPET	West Tambaram	₹ 5,500.00
08.	SOUTH	SOUTH WEST	Pallavaram	₹ 5,500.00
09.	SOUTH	SOUTH WEST	Tidel Park	₹ 5,500.00
10.	WEST	KANCHEEPURAM	KCM Collectorate	₹ 3,500.00
11.	WEST	WEST	Koyambedu	₹ 5,500.00
12.	WEST	WEST	Koyambedu CMBT	₹ 5,500.00

**MUTUAL NO N-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 :that party's subsidiaries, holding companies and any other subsidiaries of that party's holding companies:

- (a) a company or joint venture in which a party has an equity interest, and which is or may be involved in providing a telecommunications or Internet access service; and
- (b) In case of M/s \_\_\_\_\_  
and BSNL hereby agree that at during the confidentiality period:

## 2.

a. The receiving party shall use information only for the business purpose and for the purpose of evaluating and negotiating such potential arrangements shall hold information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the information, and shall grant access to information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined in Customer Service Centre Bid document, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce information only to the extent essential to fulfilling the purpose, and shall prevent disclosure of information to third parties, take all action reasonably necessary to maintain the confidentiality of the other party confidentiality in branch, secure the other party's confidentiality in practice against theft, loss or unauthorized disclosure. The receiving party may, however, disclose the information to its consultants and contractors, related company with a need to know; provided that by doing so, the receiving party agrees to bind those consultants and contractors/ related company to terms at least as restrictive as those stated herein, advise them of their obligations, and indemnify the disclosing party for any breach of those obligations.

- b. Upon the disclosing party's request, and or at the time documents and other materials are no longer required in connection with business purpose, the receiving party' shall either return to the disclosing party all information or shall certify to the disclosing party that all media containing information have been destroyed. Provided, however, that an archival copy of the information may be retained in the files of the receiving party's counsel,

solely for the purpose of proving the contents of the information.

- c. That the receiving party take reasonable steps to enforce the confidentiality obligations imposed or required to be imposed by this agreement, including diligent by prosecuting at its own cost, any breach or threatened breach of such confidentiality obligations by a person to whom it has disclosed confidential information of the other party.
- d. Neither party shall make any public announcement or press release the fact that the discussion is taking place between the parties or existence or content of this Agreement

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

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

**The party seeking the benefit of above exceptions shall bear the burden of proving its existence.**

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

5. Each party, as a receiving party acknowledges that neither the disclosing party nor any of its representatives has made nor makes any representations or warranty, express, or implied as accuracy or completeness of the confidential information of the disclosing party and arises that it must make its own assessment of the confidential information.

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

7. Each party recognizes and agrees that all of the disclosing party's confidential information is owned solely by the disclosing party (or its licensors) affiliated/ related company and that the unauthorized disclosure or use of such confidential information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain or seek specific performance or an immediate injunction enjoining any breach or threatened breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

8. Access to information hereunder shall not preclude an individual who has seen such information for the purposes of this Agreement from working on future projects for the receiving party /affiliated /related company which relate to similar subject matters, provided that such individual does not make reference to the information and does not copy the substance of the information during the confidentiality period. Furthermore, nothing contained herein shall be construed as imposing any restriction on the receiving party's /its affiliated / related company's disclosure or use of any general learning, skills or know-how developed by the receiving party's personnel under this Agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the information.

9. As between the parties, all information shall remain the property of the disclosing party. By disclosing information or executing this agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION. Execution of this Agreement and the disclosure of information pursuant to this agreement does not constitute or imply any commitment, promise, or inducement by either party or its affiliated/ related companies to make any purchase or sale, or to enter into any additional agreement of any kind.

**10. Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.**

11. Each party shall pay and bear all costs and expenses incurred by it in connection with the preparation for, the performance of, and participation into the Discussion providing in format under this Agreement.

Nothing contained in this Agreement may construe as restricting either party to enter into any further negotiation or agreement with third party regarding the same subject matter as the business purpose.

12. (a) The Disclosing Party warrants that it has all necessary rights to disclose lawfully the Confidential Information and the Confidential Information has not been provided in breach of any other agreement or arrangement with third parties. The Disclosing Party indemnifies the Recipient against liability for third party claims on that basis.

(b) Each party warrants that it is a corporation with full corporate power and authority to enter into and do all things necessary for the performance of this agreement. Each signatory to this agreement warrants that he or she is authorized to sign on behalf of the corporation for whom he or she acts.

(c ) Each party agrees to comply with all applicable Laws and Regulations including but not limited to laws and regulations relating to export and re-export of technical data documentation and / or providing insofar as they relate to the information disclosed under this Agreement

13.Except for the covenants herein, nothing under this Agreement or in the act of disclosing Confidential Information will constitute or imply a binding obligation between the Parties if in the future, the Parties elect to enter into a business relationship, both Parties will execute a separate written Agreement.

**14.Severance :** If any of the provisions contained in this Agreement shall be declared invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

**15.Notice:** Any notice required or permitted to be given under this Agreement shall be given in writing by personal delivery, certified or registered mail, or facsimile and shall be addressed to the nominated addresses set forth below or such other address as either Party has notified the other Party in accordance with this Article.

(i)If to BSNL

Attention:Mr/Ms\_\_\_\_\_

Address: \_\_\_\_\_

(ii)If to M/.s: \_\_\_\_\_

Attention: Mr/Ms. \_\_\_\_\_ Address: \_\_\_\_\_

\_ Fax: \_\_\_\_\_

16.This Agreement and customer service centre Bid document attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall

assign this Agreement without first securing the other party's written consent.

17. The obligations of confidentiality imposed by this agreement survive the expiration or termination of this agreement for a period of two years from (i) the last date of Confidential Information was disclosed to the receiving party or (ii) the completion of business purpose whichever is later.

18. The Receiving Party takes all reasonable steps to notify the Disclosing Party immediately if Confidential Information is disclosed in violation of the provisions of this Agreement or is otherwise lost or unaccounted for. Furthermore, the Receiving Party will take all reasonable steps to notify the Disclosing Party promptly of any actual or attempted use or possession of any Confidential Information by any unauthorized person or entity which may become known to it and extend reasonable cooperation to the Disclosing Party in any investigation or action against any such persons or entities.

19. Notwithstanding anything to the contrary in this Non-Disclosure and Confidentiality Agreement, if the Receiving Party learns that it is or may be required by applicable court order, law or regulation to disclose any Confidential Information, then the Receiving Party will (i) attempt to obtain a protective order or other appropriate relief in lieu of Disclosing such Confidential Information, (ii) as promptly as possible after learning of a possible disclosure requirement, and in any case prior to making disclosure take reasonable steps to notify the Disclosing Party of the disclosure requirement so that the Disclosing Party may seek a protective order or other appropriate relief, (iii) provide such cooperation and assistance as the Disclosing Party may reasonably request in any effort by the Disclosing Party to obtain such relief, and (iv) take reasonable steps to limit the amount of Confidential Information so disclosed and to protect its confidentiality.

20. This Agreement will be construed in interpreted and applied and governed in accordance with the laws of India and jurisdiction of Court at \_\_\_\_\_ 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**

**WITNESS**

**1.**

**1.**

**2.**

**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 BIDSECURITY/ 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:**

**.....**

**TelephoneNumbers.....**

**Faxnumbers.....**

**Performa For the Performance Bank Guarantee**

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

Dated:.....

Whereas CGM , BSNL , Chennai Telephones R/o.....  
.....(hereafter referred to as BSNL) has  
issued an APO no..... Dated ...../...../20.....the supply of .....  
..... for M/s.....  
R/o..... (hereafter referred to as "Bidder")  
and BSNL has asked him to submit a performance guarantee in favour of CGM , 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 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: .....**

**.....**

**TelephoneNumbers.....**

**Faxnumbers.....**

**ANNEXURE - VI**

To

Deputy General Manager (S&M) - CFA  
O/o Principal General Manager (S&M) CFA  
V Floor, Anna Road Tele. Exch. Building,  
No.10, DAMS Road,  
BSNL Chennai Telephones, Chennai 600 002.

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.
- (ii) EMD of Rs. ....

**ANNEXURE –VII****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	<table border="1"><tr><td>Name</td></tr><tr><td>Designation</td></tr><tr><td>Phone</td></tr><tr><td>Mobile</td></tr><tr><td>Email</td></tr><tr><td>Address:</td></tr></table>	Name	Designation	Phone	Mobile	Email	Address:
Name								
Designation								
Phone								
Mobile								
Email								
Address:								
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	<b>Board of directors</b>	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**

**ANNEXURE – VIII**

DECLARATION

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**

(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 \_\_\_\_\_ .

<u>Order of preference</u>	<u>Name</u>	<u>Specimen Signature</u>
----------------------------	-------------	---------------------------

i.

ii.

Alternate representative

Signature of Bidder Or

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

**Note:** 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

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

**ANNEXURE-XI****Commission Structure of Consumer Mobility Product and Services**

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)

RCVs & TOP-Ups Products				
Sr. No.	Name of Product / Service	Particulars	Discount to Franchisee	
6	All Top-up Vouchers / Flexi Top-up / STV (Special Tariff Vouchers)/ RCV (Recharge Vouchers) / C-		Discount @ 4.66% on MRP (See Note).	
Post-Paid Bill payment through CBP system				
Sr. No.	Name of Service	Particulars	Initial discount/ margin to Franchisee	Subsequent incentive to franchisee
7	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/FOI
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.

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