



BHARAT SANCHAR NIGAM LIMITED

Chennai Telecom District
O/o Principal General Manager South
No: 40E, Cipet Road, TVK Industrial Estate, Guindy, Chennai-600032

Expression of Interest for Outsourcing of Operation and Maintenance of BSNL CSCs in SOUTH BUSINESS AREA.

EOI.No: PGM SOUTH/CSC OUTSOURCING/2022-23/1 Dated at Chennai, the 21.11.2022

Name of Bidder.....

Name of the CSCs for which EOI is being submitted

Last date of submission 12.12.2022 at 11.30Hrs

Date of opening of Bid: 12.12.2022 at 11.30 hrs

Signature of the bidder

This document contains 63 pages including the cover page. Please check that all the pages are intact in the document.

CHECK LIST FOR BIDDERS / APPLICANTS.

The Bidder should ensure that all documents and papers submitted in this EOI are duly authenticated by the authorized signatory under his signature with official seal wherever applicable.

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 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	All Annexure I to XII as per applicability duly signed by the authorized signatory		
4	If EOI document is downloaded from Internet, a DD of Rs 1180/- (Inclusive of GST) per CSC as cost of the bid document from a Nationalized / Scheduled Bank should be attached.		
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 / partner himself signs the documents.		
6	Attested copy of Article or Memorandum of Association or partnership deed or proprietorship registration as the case may be.		
7	Attested copy of GST Registration number.		
8	Attested copy of PAN Number.		
9	Attested copy of current & valid clearance from State authorities if applicable.		
10	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.		
11	Attested copy from CA of turn over details (P&L Account) Turnover certificate item wise.		
12	Certificates for experience		
13	Latest Income Tax clearance certificate		
14	Any other supporting documents as asked for or called for.		
15	Proof for the Payment of Tender Fee or Exemption Certificate		
16	Certificate for Company Registered/incorporated in India under the Companies Act, 1968/2013. In the case of Company.		
17	Proof for Proprietorship/Partnership Firm		
18	DSAs/ Contractors, Proof for the Association with BSNL		
19	Annual Balance Sheet for last three years		
20	Customer care experience for two years		
21	Cumulative Turnover for last three years		
22	Audited Annual Report and or a Certificate from its Bankers to assess its solvency/Financial Capability		
23	Self Declaration and certificates for Technical Experience as per the Eligibility Criteria		
24	Copies of Consortium agreement		

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

Chennai Telecom District
 O/o. Principal General Manager South
 No: 40E, Cipet Road, TVK Industrial Estate, Guindy, Chennai-600032

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	Details of Payment	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 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
Chapter A		
4	NOTICE INVITING EOI (Expression of Interest) for Outsourcing of Operation and Maintenance of BSNL CSCs in SBA, Chennai Telecom District.	5
5	Eligibility Criteria	6-7
Chapter B		
6	Section 1: Scope of work for “Operation & Maintenance of BSNL CSCs”	8
7	The broad scope of the CSC operations	8
8	Terms and conditions of infrastructure and related facilities	8
9	Other Terms and conditions	9
10	Documents establishing Firm's Eligibility and qualification	10
11	Duration of the contract period	10
12	Financial Proposal and Evaluation	10
13	Performance Bank Guarantee (PBG)	11
14	Forfeiture of Bid Security	11
15	Termination of Contract due to non-performance (default) (Exit Clause invoked by BSNL)	11
16	Default by the bidders and action to be taken thereof	12-13
17	Dispute Resolution/Arbitration	14-16
18	Section 2: Financial Quote	17
Chapter C		
19	ANNEXURE – I : List of CSCs Proposed for outsourcing	18
20	ANNEXURE – II : Mutual Non-Disclosure Agreement	19-24
21	ANNEXURE – III :Format of Certificate regarding close relatives working in BSNL	25
21	ANNEXURE – IV : Proforma of the Performance Bank Guarantee	26-27
22	ANNEXURE – V : Covering Letter for Submission of EOI	28
23	ANNEXURE – VI: Details about the Firm(Bidder)	29
24	ANNEXURE – VII : Declaration-1 for Tender Conditions	30
25	ANNEXURE – VIII: Declaration-2 for the bidder is not black listed	31
26	ANNEXURE – IX : Letter of authorization for attending the BID opening	32
27	ANNEXURE-X: Commission structure-S&D Policy	33-35
28	ANNEXURE-XI: Consortium Agreement	36-37
29	ANNEXURE-XII: Format of Agreement	38-61



BHARAT SANCHAR NIGAM LIMITED

Chennai Telecom District
O/o Principal General Manager South
No: 40E, Cipet Road, TVK Industrial Estate, Guindy, Chennai-600032

CHAPTER A

NOTICE INVITING EOI (EXPRESSION OF INTEREST) FOR OUTSOURCING THE OPERATION AND MAINTENANCE OF CSCS IN SOUTH BUSINESS AREA, BSNL CHENNAI TELECOM DISTRICT

EOI.No: PGM SOUTH/CSC OUTSOURCING/2022-23/1 Dated at Chennai, the 21.11.2022

1. Sealed EOI is invited on behalf of PGM SOUTH BSNL Chennai Telecom District for the Operation and Maintenance of BSNL CSCs in South Business area Chennai Telecom District and provision of Services to BSNL, from the eligible bidders as mentioned in Table 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
	Rs.1180/- (inclusive of GST)	11.30 hrs of 12.12.2022	11.30 hrs of 12.12.2022	South Business Area	

Note-

1. The sale of EOI can be downloaded from www.eprocure.gov.co.in(or) www.chennai.bsnl.co.in w.e.f.17.00Hrs.on **21.11.2022**.
2. Bidder may choose to bid any number of CSCs offered in the EOI.

EMD/ BID SECURITY

Kindly refer prevailing instructions

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.

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/world wide. 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 may be or Partnership Firm/Proprietorship Firm

3.2 The bidder shall have a minimum Cumulative turnover of INR 1 Crore for category–I CSC /INR 75Lakhs for category–II CSC / INR 50 Lakhs for category–III CSC during last 3 years (i.e. financial year **FY 2019-20, FY 2020-21, FY 2021-22**). 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'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 atleast 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-XI) 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 least1 year & with atleast 50 operators positions per month are eligible to apply for this EOI directly without fulfilling other eligibility conditions.

3.4. All existing BSNL franchisees / RD (CM, CFA, Integrated) having 50 Lakhs Cumulative turnover from **Telecom** business during last Three years (i.e. financial year 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 years (i.e. financial year 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.

3.5. 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.

3.6. Bidders are required to submit relevant certificates/documentary proof for item (3.1) to (3.4). The verifiable reference along with the contact details shall also be cited in the bid document for item at 3.3.

3.7. 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

3.8 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.

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

3.10 Intending bidder may download the copy of EOI document from www.eprocure.gov.in (or) 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) The Queries and clarifications about the EOI may be obtained from AGM HQ SOUTH through E-mail: agmswbsnl@gmail.com or the bidders can call 9444900333 from the date of purchase of EOI document till **12.12.2022**.
- d) The pre bid meeting will be held for clarifying the queries of prospective bidders on **24.11.2022** by 11.30 Hrs at The Conference Hall of PGM South office, No: 40E, Cipet road, TVK industrial Estate, Guindy, Chennai-600032.
- e) 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

3.11. EOI document may also be downloaded from BSNL site 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:

4.1. EOI should be submitted and EOI should be super scribed with "**EOI for the Operation and Maintenance of BSNL CSCs, South Business Area in Chennai Telecom District**" and it should be dropped in drop box kept in the office of the AGM HQ, BSNL CHENNAI TELEPHONES, NO: 40E,CIPET ROAD,TVK INDUSTRIAL ESTATE GUINDY,CHENNAI -32.

Opening of EOI: – EOI shall be opened as per schedule attached, in the office of the AGM HQ, BSNL CHENNAI TELEPHONES, NO: 40E,CIPET ROAD,TVK INDUSTRIAL ESTATE GUINDY,CHENNAI -32 in the presence of bidders / authorized representatives of the bidders who wish to be present. Opening of Tender Bids : At **12.12.22 11:30hrs**

4.2 1. Fee for EOI Document is neither transferable nor refundable.

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

Tender Information:-

Type of Tender: Single Stage bidding using TWO Electronic Envelopes System

Note 1: The Bidder shall submit Techno-Commercial & Financial bid simultaneously.

Note 2: The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only shall be opened.

Bid Validity Period/ Validity of Bid Offer: 120 days from the date of tender opening and can be extended

Bid Document: The Bid Document mainly consists of Two parts Techno-Commercial and Financial part.

The Techno-commercial part includes Mandatory/eligibility –Technical/Financial/Essential Documents and other Certificates.

Mandatory Documents(Online):-

- a) Copy of EMD
- b) Proof for the Payment of Tender Fee or Exemption Certificate
- c) Certificate for Company Registered/incorporated in India under the Companies Act, 1968/2013
- d) Proof for Proprietorship/Partnership Firm
- e) MSME Certificate
- f) Proof for the Association with BSNL as Franchisee for 5 years
- g) Annual Turnover Certificate
- h) Self Declaration and certificates for Technical Experience as per the Eligibility Criteria
- i) EOI/Bid form duly filled & signed
- j) Near Relation Certificate duly filled & signed
- k) Self Declaration along with the evidence that Bidder is Not Blacklisted by GST Authorities.
- l) Audited Annual Report and or a Certificate from its Bankers to assess its solvency/Financial Capability.

Physical Submission (Offline)

In case of e-tendering, the following documents are required to be submitted offline(i.e Offline Submission)to the office of the Tendering Authority as specified in DNIT on or before the Date & Time of submission of Bids in a Sealed Envelope. The envelope shall bear the Tender No, Name of Work and the phrase"DO Not Open before (due date & time of opening Tender).

Physical Submission

- a. EMD – Bid Security (Original)
- b. DD/Banker's Cheque of Tender fee (Original)
- c. Proof for EMD and Tender Fee Exemption
- d. Power of Attorney and Authorization for executing the Power of Attorney

In Addition, the Signed copy of Entire Tender Document along with Certificate and attachments to be submitted Physically at the office of Tendering Authority.

Documents submitted offline will be considered as supporting documents for the EOI document submitted in the Online portal and for any verification purpose. **EOI Document submitted only in Offline mode will be merely rejected.**

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 including Cheque and all other digital platform.
- j) New Phone bookings and feasibility of Land 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 updating Aadhaar related activities through approved/empanelled 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 with available infrastructure. 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 5th 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. If the Fixed monthly charges & EB charges or any other charges remain unpaid up to 15 days from the due date of payment, an interest at prevailing bank rate(on the date of such claim) per annum for the period of delay calculated on day-to-day basis shall be charged.
- (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 on monthly basis. Sub-meter will be installed by BSNL Electrical wing and monthly invoices will be raised. 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 is responsible for keeping the CSC area neat and clean.
- (5) Bidder shall do all marketing activities like updating of poster/banners/new Tariff chart etc.(The Tariff chart including amendments will be provided by BSNL).
- (6) Bidder may be permitted to put additional canopies/other product marketing tools, in the premises for promotion of BSNL products.
- (7) Bidder may be permitted to utilize existing electric equipment, lights, fans, air-conditioners etc. if

available otherwise they shall bring their own.

- (8) Bidder should be responsible for maintaining infrastructure, electric equipment, furniture, and computers and replace the same if required, for proper upkeep of the CSC.
- (9) 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) All Category-I CSCs are to be operated strictly from 8:00 am to 8:00 pm on all days except National holidays with minimum three counters are to be operated during office hours on all working days to cater customer needs.
- ii) All Category-II & III are to be operated from 9:00 am to 6:30 pm on all days except National holidays with minimum two counters are to be operated during office hours on all working days to cater customer needs
- iii) Proper Training and Dress code (Designed by BSNL) for staff manning the counters should be ensured by the bidder.
- iv) Sale of products and service should be restricted only within CSCs.
- v) The bidder will not be allowed to sell any non BSNL products from the CSC.
- vi) 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.
- vii) The details of S&D Policy 2018 are enclosed as ANNEXURE-X.
- viii) Bidders should mandatorily operate Aadhar enrolment services in all the CSCs.
- ix) 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 / empanelled agency by UIDAI. Penalty imposed by UIDAI for wrong Aadhaar Generation / wrong Demographic / Biometric updation will be passed on to the bidder.
- x) Commission for Aadhar activities will be processed in OCSC Portal.
- xi) 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.
- xii) Bidder shall be paid Rs.10/-(Rupees Ten only) per realized cheque in BSNL account.
- xiii) 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.
For CM related sales, no FOS will be paid on SIM sale or Recharge sale which is otherwise paid as per franchisee S&D policy 2018.
- xiv) All changes in Franchisee S&D policy will be implemented with reference to the Commission structure as and when BSNL does so.
- xv) All Clarification / Amendments issued in respect of this tender form part and parcel of the tender document.
- xvi) 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 may be.
- (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 2019-20, FY 2020-21 and FY 2021-22)
- (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) Start-up should be registered as MSE (Micro Small Enterprise) with Udyam registration
- (xi) The 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 .
- (xii) 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.

4. Duration of the contract period.

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

5. Financial Proposal and Evaluation

The bidder should quote a fixed amount above 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.

If More than one identical H1 bids are found for any of the CSC then E-reverse action will be adopted by BSNL to select the successful bidder

E-reverse will be resorted if required & the status of H1 Bidder will be decided based on the E-reversal is resorted.

In case of H1 bidder expresses his unwillingness to accept the award action will be initiated as per the bid declaration & tender sub clause No 3 of clause & of 7 of chapter A of bid document & H2 will be offered at H1 rate. If in the case of H2 is not willing to take up H3 will be offered with H1 rate & so on.

5.1. FMC penalty

The monthly amount quoted by the successful bidder per CSC has to be paid in advance on or before 5th 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 rate of 12% per annum for the period of delay calculated on day-to-day basis shall be charged. Such interest shall be compounded on a monthly basis.

6) Performance Security

a) The successful bidder shall have to pay Performance Security in the form of Cash or PBG as per Annexure-V as detailed below with minimum amount .

1. Rs 1.5 Lakhs for Category – I per CSC
2. Rs 0.5 Lakh for Category – II per CSC
3. Rs. 0.3 Lakh for Category – III per CSC

Sl.No	CSC Name	DGM Area	Cat	Performance Security Amount
1	Guindy,40E, TVK Ind Estate, Chennai 600032	DGMSW	II	0.5 Lakh
2	Nanganallur B3, Lakshmi Nagar Ist St,	DGM SW	I	1.5 Lakh
3	Kilkattalai Ist Street, Arul Murugan Nagar	DGM SW	II	0.5 Lakh
4	Tharamani Link Rd 7, Sambandam Garden,	DGM SW	II	0.5 Lakh
5	Hasthinapuram 84, Srinivasa nagar	DGMCHR	II	0.5 Lakh
6	Pallavaram 110, Old Trunk Road, Pallavaram	DGMCHR	III	0.3 Lakh
7	Kelambakkam OMR Road	DGMCPT	III	0.3 Lakh
8	Maraimalai Nagar Periyal, Periyar Salai, Marai Malai Naga	DGMCPT	II	0.3 Lakh
9	Madhuranthagam GST Rd, Madhuranthagam	DGMCPT	III	0.3 Lakh

The Performance Security has to be submitted before signing of agreement within 15 days of LOI.

b) The Performance Security shall be initially valid for Eighteen months. For extension of Contract further for Second year, it shall be renewed accordingly.

c) The bidder shall ensure that the Performance Security Amount is sent to BSNL directly by the issuing Bank under Registered post (A.D). In exceptional circumstances where Performance Security Amount is submitted by the bidder to BSNL, the bidder should ensure that an unstamped duplicate copy of the Performance Security Amount is sent immediately by the bank directly to the purchaser by Registered post (A.D)

d) The bid Security may be forfeited:

- i) If the bidder withdraws his bid during the period of bid validity as in this 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 performance security as required here in

7) 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.

d) 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) Performance Security 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 @ prevailing bank rate 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.

6. Default by the bidders and action to be 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. 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. 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.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD	
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	
	and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	
	However, in this case the performance guarantee if alright will not be forfeited.	
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
	Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.		

2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threaten 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.

7. Dispute Resolution / Arbitration

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

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties here to 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 here under:

(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 asunder:

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 rd 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 denovo.

(5) Parties agree that neither party shall been titled for any pre-reference or pending title 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.

29 B. 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 subsections(3) to (9) of section 29A 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 with in 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.

(7) 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.

(8) The arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case may be)

I. 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 monthly charges payable to BSNL for each 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	Fixed Monthly Charges Payable (in Rs)
1	SBA	Guindy	II	

Sl. No	Name of BA	Name of CSC	Category Type	Fixed Monthly Charges Payable (in Rs)
2	SBA	Nanganallur	I	

Sl. No	Name of BA	Name of CSC	Category Type	Fixed Monthly Charges Payable (in Rs)
3	SBA	Kilkattalai	II	

Sl.No.	Name of BA	Name of CSC	Category Type	Fixed Monthly Charges Payable to BSNL (in Rs.) **
4	SBA	TaramaniLink Road	II	

Sl.No.	Name of BA	Name of CSC	Category Type	Fixed Monthly Charges Payable to BSNL (in Rs.) **
5	SBA	Hashtinapuram	II	

Sl.No.	Name of BA	Name of CSC	Category Type	Fixed Monthly Charges Payable to BSNL (in Rs.) **
6	SBA	Pallavaram	III	

Sl. No	Name of BA	Name of CSC	Category Type	Fixed Monthly Charges Payable (in Rs)
7	SBA	Kelambakkam	III	

Sl. No	Name of BA	Name of CSC	Category Type	Fixed Monthly Charges Payable (in Rs)
8	SBA	Maraimalainagar	II	

Sl. No	Name of BA	Name of CSC	Category Type	Fixed Monthly Charges Payable (in Rs)
9	SBA	Madhuranthagam	III	

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 5th 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, 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, Bidder having higher turnover will be considered.
6. Bids received less than benchmark rates will be summarily rejected. Only bids received higher to the bench mark rates will be considered for further evaluation.

Signature of the Authorised signatory with Seal

ANNEXURE – I
List of CSCs proposed for Outsourcing in SBA

Sl.No	BA	DGM Area	Category	CSC Name	Minimum Bench Mark Fixed Monthly charges Payable to BSNL in Rs
1	SBA	DGMSW	II	Guindy , 40E, TVK Ind Estate, Chennai 600032	5500
2	SBA	DGM SW	I	Nanganallur** B3, Lakshmi Nagar Ist St, Nanganallur, Ch 61	4000
3	SBA	DGM SW	II	Kilkattalai Ist Street, Arul Murugan Nagar, Manickam St, Chennai 600117	4000
4	SBA	DGM SW	II	Tharamani Link Rd 7, Sambandam Garden, Tharamani Link Road	4000
5	SBA	DGMCHR	II	Hashtinapuram** 84, Srinivasa nagar	4000
6	SBA	DGMCHR	III	Pallavaram 110, Old Trunk Road, Pallavaram	4000
7	SBA	DGMCPT	III	Kelambakkam OMR Road	2500
8	SBA	DGMCPT	II	Maraimalai Nagar** Periyal, Periyar Salai, Marai Malai Nagar	4000
9	SBA	DGMCPT	III	Madhuranthagam GST Rd, Madhuranthagam	4000

**** Conditions : There is a proposal for the CSCs marked with ** for re-categorisation. The Proposal is as follows and is sent for Competent Authority's approval.**

Sl.No	CSC Name	Present Category	Proposed Category
1	Nanganallur	I	II
2	Hashtinapuram	II	III
3	MaraimalaiNagar	II	III

The Categories of the above mentioned CSCs may be amended on the approval of Competent authority.

ANNEXURE – II

MUTUAL NON-DISCLOSURE AGREEMENT

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

This Agreement is made as of the _____ day of __between BHARATSANCHAR 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 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 thereceiving 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 in to 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 in so far 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 sign 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 co-operation 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 co-operation 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's or 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 the 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 what so ever, 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 WHERE OF, the parties here to have executed this Agreement by their duly authorized officers or representatives.

FOR AND ON BEHALF OF

BHARAT SANCHAR NIGAM LIMITED

NAME:

NAME:

DESIGNATION:

DESIGNATION:

DATE:

DATE:

WITNESS

WITNESS

2.

2.

ANNEXURE – III

Format of Certificate about close relatives working in BSNL

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

1 “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, if found that the information
given by me is false / incorrect, BSNL shall have the absolute right to take any action as
deemed fit / without any prior intimation to me.”

The near relatives for this purpose are defined as:-

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

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

Seal and Signature:

ANNEXURE -IV

Proforma 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. LOI Dated...../...../20.....the Outsourcing of Operational
and maintenance of CSC.....

.....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...../(here after referred to as “P.G.Amount”)valid
upto...../...../20..... (here after 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 anyway failed to serve 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 upto 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 forbear 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. Not with standing any thing here in contained;

- a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force upto 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 to 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:

(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 - V

To

AGM HQ SOUTH
BSNL Chennai Telephones,
O/o PGM South
No:40E,Cipet Road, TVK Industrial Estate
Guindy,Chennai-600032
BSNL Chennai Telephones,

Sub:Submission of EOI for CSC Outsourcing (South Business area, Chennai Telecom District)

DearSir,

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.....

ANNEXURE -VI

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	Name
		Designation
		Phone
		Mobile
		Email
	Address:	
5	Type of Firm (proprietary /Partnership /Ltd/Pvt.Ltd)	
6	Income Tax Account No./PanNo.(Latest Income Tax clearance certificate to be attached with proposal)	
7	Board of directors	

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

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

ANNEXURE – VII

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

Annexure-VIII

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:

- 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.
- 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 \ Principal General Manager (South) CHTD, Chennai-32.

ANNEXURE-IX

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach before date of bid opening)

To
AGM HQ SOUTH
BSNL CHENNAI TELEPHONES
O/o PGM South
NO: 40E,CIPET ROAD, TVK INDUSTRIAL ESTATE,
GUINDY,CHENNAI-600032

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. 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 in case authorization as prescribed above is not recovered.

ANNEXURE-X

Commission Structure of Consumer Mobility Product and Services – S&D Policy 2018

Compensation Structure of Consumer Mobility Product and Services for Franchisee/ e-Distributor/Rural distributor/Retailers/Post Offices/Large Retail Chain/PCO Operators/DSAs(inRs.)				
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 of 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)	
Add-On Products				
Sr. No.	Name of Product	Particulars	Discount to Franchisee	
4	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 st bill.	
5	VAS retailing	Retailing of Value added services through channel partners	Discount on EUP (End User Price) same as in case of Top-up/recharge (See Note)	

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-Topup		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

Note:-
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. The amount of discount (when applied on the gross amount tendered by the franchisee) will be reviewed & recount from time to time based on the applicable rate of GST. This may be included in commercial agreement with franchisee at the time of migration/EOI
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 is reformulated vide the Circular No. BSNLCO-CFAO/11(14)/3/2020-CFA-Part(I) dated 31-03-2022 in suppression of earlier instructions (as issued vide letter no. 65-36/2018-Mktg CFA& EB dated 19.09.2018), Now the Competent authority as decided as follows.

- a. No Sales Commission for Copper Landline (not having Broadband) and DSL (Copper Broadband connections).
- b. One month FMC as sales commission to the partners for AirFibre connections shall be offered.
- c. All existing CFA/CM/EB Franchisee/ Cluster Partners shall be considered for the sales partnership of 'AirFibre / Bharat Fibre ' in case of bulk connections (AirFibre / Bharat Fibre) given by such franchisees. Sales commission of one month FMC (Fixed Monthly Charges) per connection shall be offered. The commission will be paid irrespective of number of FTTH Connections. In such cases , no sales commission to be paid to TIPs whose OLTE will be used for the connections; however , the monthly revenue share will be paid to TIPs/Partner as per the Fibre Policy.
- d. Above detailed sales commission shall be payable for the 'AirFibre / Bharat Fibre' connections booked by the partner and customer bills paid by the customers for three monthly bills after the installation of new AirFibre / Bharat Fibre connections. In case of quarterly/halfyearly/annual/biennial /triennial bill customers, sales commission shall be paid after payment of First bill and Customer Services are operational for three months atleast.
- e. There will be six monthly review on grouping of circles for FTTH connections
- f. It is ensured that Commissions will be paid for only one franchise and only once for each connections.
- g. The above instructions is effective from 01.04.2022.

Sales Commission to Partners/Franchise/DSA for the conversion of existing landline/DSL to AirFibre / Bharat Fibre connection vide Circular No. BSNLCO-CFAO/11(14)/3/2020-CFA-Part(1) Dated 29.04.2022.

In continuation to reformulation vide Letter No. BSNLCO-CFAO/11(14)/3/2020-CFA-Part(I) dated 31-03-2022,the competent authority has decided to offer following sales commission to CFA/EB/CM Franchisee/Cluster Partners per connections with immediate effect.

Particulars	Payable Sales Commission to	Remarks
For Sale of New FTTH/AirFibre connection	One Month Fixed Monthly Charges(FMC) for both FTTH and AirFibre connections	Commission will be paid to Franchisee or partner or DSA whosoever generates the request (based on CAF entry done through DKYC or EKYC or otherwise)
For conversion of existing LL/DSL to FTTH/ Airfibre	One Month Fixed Monthly Charges(FMC) minus Rs. 100/-for both FTTH and AirFibre connections	

Annexure XI
Bid security declaration

I/We Proprietor / Partner(s) / Director(s) of M/s
..... hereby declare that if the firm/company namely
M/s..... withdraw or modify our bids during period of validity
etc, our firm/company can be suspended/ debarred/ banned for the period of one year.

-

Signature of Bidder
OR
Officer Authorized to sign the bid Documents on behalf of the bidder

Name and address of the firm

Annexure-XII

Consortium Agreement

(On non-judicial stamp paper of appropriate value)

In compliance to _____, **the** a consortium has been formed on **<Date>** between **<Bidder's Name>** and various technology providers to meet various eligibility criteria specified in the EOI under reference.

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

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

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

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

<Bidder Name>:- <Details containing Registered office & correspondence address>

<Consortium Partner 1>:- <Details containing Registered office & correspondence address>

:
:

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

<p>For <Bidder's Name></p> <p>Signature of Authorized Signatory Name:- Designation:- Contact Phone:- Email-ID:- Date:-</p>	<p>For<Consortium Partner-></p> <p>Signature of Authorized Signatory Name:- Designation:- Contact Phone:- Email-ID:- Date:-</p>
<p>Witness-1 Signature:- Name:- Designation:- Contact Phone:- Email- ID:-Date:-</p> <p>Witness-2 Signature:- Name:- Designation:- Contact Phone:- Email- ID:-Date:-</p>	<p>Witness-1 Signature:- Name:- Designation:- Contact Phone:- Email- ID:-Date:-</p> <p>Witness-2 Signature:- Name:- Designation:- Contact Phone:- Email- ID:-Date:-</p>

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

Annexure-XII

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 PGM South 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, NewDelhi-110001, Circle office at BSNL CGM Office,No.78, Purasawalkam, Chennai 600010 and BA at No: 40E, Cipet Road, TVK Industrial Estate, Guindy, Chennai- 600032 (here in after 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 DGM (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 his 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 here in 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 here in after appearing.
- (c) The Firm have given an unconditional Bank Guarantee of a Nationalized Bank for 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 here to 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 here to.

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 through cash, cheque and all other digital platform.
- 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&DPolicy-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 in to the GSM Hand set 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', 'Air time 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 a 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 invogue as declared by BSNL for Landline /Broadband/ FTTH /Wings/Aseem connections.

1.8 Commencement Date: Means the date on which the Agreement comes in to 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 here to & the EOI document annexed here to, 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 here by 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 in to 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. 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&DPolicy-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, how so ever 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 what so ever, 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 other wise 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 atleast 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/ empanelled 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-in 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. 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 Rs20.00 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/ empanelled 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/ CTOUP 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&DPolicy-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&DPolicy-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 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 quarters 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 Service Orders:

10.1 All services to be effected in pursuance there of shall be governed by the terms and conditions of the Agreement not with standing 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 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 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 XVII B of the I T Act, 1961 on all payments to the Firm against provision of Services.

12.3 BSNL shall also withhold tax at source under Chapter XVII B 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 may be 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 blacklisting 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 BSNLCO, 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/DebitNote/CreditNote need to be issued timely with in the time prescribed under GSTlaw;
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 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 can not 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, how so ever 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 trade marks 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 /trade mark 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 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 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 and when modified from time to time.

16 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 they will take necessary steps to protect these intellectual property

rights and to comply with such requirements in this regard as BSNL may impose from time to time.

17 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 60th 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 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 with in 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 in to 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 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 here by 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 there of 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 trade mark logo etc.

19.6 On termination of this Agreement how so ever 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

(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 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 Indemnification

22.1 The Firm here by agrees 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 what so ever 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 terms 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 what so ever 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 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 here in 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 there of ("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. Miscellaneous :

24.1 In the event of the death or retirement of any director or change of share holders 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 here in 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 of 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 them 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 there of.

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 there with. The Firm shall be responsible for the costs and consequences there of 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 here under 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, targets etc. on the part of Firm.

24.12 The Firm is not authorized to assign or other wise 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 its identification. A 'SEAL' indicating the code number along with 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 other 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 here to.

25 General Terms & Conditions:

25.1 The firm may operate with adequate staff /counter for Cat-1 for Cat-2 & for Cat-3 in the CSCs, depending on foot falls and requirement as decided by BSNL, concerned area in-charge. The Firm may be given right to view the relevant portion of Sanchar soft, 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 co-operation that BSNL may reasonably require from time to time.
- 25.11** The Firm has to fully co-operate 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 them 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 timeframe 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 they 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. 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 in consistent 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 with out 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 for that 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 here of 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 forth with 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: Titles to the paragraphs/clauses are given for convenience only and do not have any legal complications.

28. 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. Dispute Resolution / Arbitration:

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

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties here to 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 here under:

- (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 rd 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 Arbitors 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 denovo.
- (5) Parties agree that neither party shall be titled 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 5crores.

29B. Fast track procedure –

- (1) Not withstanding 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 subsections(3) to (9)of section 29A 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)
UptoRs. 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. 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&DPolicy-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 here in 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 where of, the parties have caused this agreement to be executed and delivered by the duly authorized officers:

For and on behalf of the Firm For and on behalf of BSNL

Signature _____

Signature

Name _____

Name

(In capital letters)

(In capital letters)

Executive Director/Prop _____

Designation _____

Designation _____

Name&Address _____

Name&Address _____

Dated at _____ on _____

Witness 1.

Witness 1.

witness 2.

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 equipment slight, 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 8.00AM to 8:00 PM for all Category-I land from 9.00AM to 6.30PM for all Category-II&III** on all days except National holidays.
- 6) The firm may operate with adequate staff /counters for _____ Cat-1 for Cat-2 for Cat-3 in the CSCs, depending on footfalls and requirement as decided by BSNL, concerned area in-charge.
- 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 atleast 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 out sourced 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 man power.
- 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, Mins at 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 redressal 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 upto10%.
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 5th 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.

Annexure-E E-Tendering Instructions

I. GENERAL

Submission of Online Bids is mandatory for this tender. e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic e-Tendering, BSNL, CHTD South Business Area (SBA), has decided to use the portal (<https://www.tenderwizard.com/BSNL>) of M/s ITI a Government of India Undertaking. Benefits to suppliers/service providers are outlined on the Homepage of the portal. Those suppliers/service providers not registered on the website mentioned above, are required to get registered beforehand. The intending bidder must read the terms and conditions of this tender carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criteria.

II. INSTRUCTIONS

1. Information and instructions for bidders posted on website www.tenderwizard.com/BSNL shall form part of bid document. If not registered, the intending tenderers should get themselves registered with M/s ITI Limited, as per instructions on their web site, by paying applicable fee as per Govt. of India ruling.

2. Online Bidding Methodology:

Sealed Bid System – Two Stage – Using Three Envelopes.
Financial bids & Technical bids shall be submitted by the bidder at the same time.

3. Broad outline of activities from prospective Bidders:

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

4. **Bidders must ensure to quote rate of each item. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO). Conditional tender shall be rejected.**

5. For participating in this E-Tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the <https://www.tenderwizard.com/BSNL>.

Note 1: It is advised that all the documents to be submitted are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

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

6. **Digital Certificates:**

For integrity of data and its authenticity/non-repudiation of electronic records and to be compliant with IT Act' 2000, it is necessary for each user to have a Digital Certificate (Class III) (DC), also referred to as Digital Signature Certificate (DSC), of Class-III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA). [refer <http://www.cca.gov.in>].

7. **REGISTRATION:**

- (i) The E-Tender document can be downloaded from the website: www.tenderwizard.com/BSNL and to be submitted in the e-format. Cost of the E-Tender Document (in the form of DD) and Bid Security (in the form of DD – in original) have to be submitted to concern SSA as per address given in Bid document before the scheduled date and time of submission of the E-Tender otherwise the Bid will not be considered.
- (ii) Amendments, if any, to the E-Tender documents will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the E-Tender document from the website to keep themselves abreast of such amendments before submitting the E-Tender document. Intending bidders are requested to register themselves with M/s ITI through [www.tender wizard.com/BSNL](http://www.tenderwizard.com/BSNL) for obtaining user-id, Digital Signature etc. by paying Vendor registration fee and processing fee for participating in the above mentioned E-Tender. The General Manager (South) BSNL CHTD, has decided to use process of e-Tendering for inviting this E-Tender and thus the physical copy of the E-Tender would not be sold.

Note: After successful submission of Registration details and Vendor Registration fee and processing fee (as applicable), please contact ITI.

8. **Special Note on Security of Bids**

Security related functionality has been rigorously implemented in <https://www.tenderwizard.com/BSNL> in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below:

- (i) As part of the Electronic Encrypted™ functionality, the contents of bid are securely encrypted using Public-Key of the specified officer of a Buyer organization. Bid-encryption in <https://www.tenderwizard.com/BSNL> is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.
- (ii) There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal

9 **Public Online Tender Opening Event (TOE)**

- (i) <https://www.tenderwizard.com/BSNL> offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.
- (ii) Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on <https://www.tenderwizard.com/BSNL>. <https://www.tenderwizard.com/BSNL> has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhance Transparency.
- (iii) There are many more facilities and features on <https://www.tenderwizard.com/BSNL>. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

10 Important Note:

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

11 **Other Instructions**

- (i) For further instructions, the vendor should visit the home-page of the portal (<https://www.tenderwizard.com/BSNL>), and go to the Vendor-Help Manual.
- (ii) Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of <https://www.tenderwizard.com/BSNL>.

12 **The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:**

- (i) Obtain individual Digital Signing Certificate (Class III) (DSC or DC) well in advance of your first tender submission deadline on <https://www.tenderwizard.com/BSNL>
- (ii) Register your organization on <https://www.tenderwizard.com/BSNL> well in advance of your first tender submission deadline on <https://www.tenderwizard.com/BSNL>.
- (iii) Get your organization's concerned executives trained on <https://www.tenderwizard.com/BSNL> well in advance of your first tender submission deadline on <https://www.tenderwizard.com/BSNL>.
- (iv) **Submit your bids well in advance of tender submission deadline on <https://www.tenderwizard.com/BSNL> (At least one day before the deadline) (There could be last minute problems due to internet timeout, breakdown, etc.). While the first three instructions mentioned above are especially relevant to first-time users of <https://www.tenderwizard.com/BSNL>, the fourth instruction is relevant at all times.**

13 **Minimum Requirements at Bidders end**

- (i) **Computer System with good configuration (Min P IV, 1 GB RAM, Windows 7)**
- (ii) **Broadband connectivity.**
- (iii) **Microsoft Internet Explorer 6.0 or above**
- (iv) **Digital Certificate (Class III)(s)**

14 Helpdesk (as given below) to get your registration accepted/activated.

M/s ITI Limited
Helpdesk
Telephone/ Mobile No. 9962676264, 8098469169, 9894191904
E-mail ID twhelpdesk699@gmail.com ,& twhelpdesk811@gmail.com

15 BSNL Contact:

BSNL Contact-1
BSNL's Contact Person SMT.JOTHI AYYAPPAN,AGM HQ S
Telephone 044-22501078
E-mail ID -agmswbsnl@gmail.com
BSNL Contact-2
BSNL's Contact Person _Smt.R.ANITHA,OCSC NODAL-SBA
Telephone 044-22501940
E-Mail ID- ocscnodalsba@gmail.com

*** END OF DOCUMENT ***