



BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

**O/o PGM(CFA), CHENNAI TELEPHONES
MM CELL, 4th Floor, KKN Telephone Exge.**

Website: www.chennai.bsnl.co.in

EOI Notice

EOI for Outsourcing of Operations & Maintenance of BSNL Customer Service Centers (CSCs) in CHENNAI TELEPHONES.

Subject: Bid document for EOI for Outsourcing of Operations & Maintenance of BSNL CSCs in CHENNAI TELEPHONES.

Tender Enquiry No: AGM(Tender)/EOI for OCSC/2024-25/1 dated 12.03.2025

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

Section No.	Item	Page No.
1	Detailed Notice for EOI	2-11
2	Tender/ Bid Information	12-14
3	Scope of work (Policy guidelines for outsourcing the operation and maintenance of BSNL CSCs)	15-30
4 Part A	General Instructions to Bidders (GIB)	31-45
4 Part B	Special Instructions to Bidders (SIB)	46-47
4 Part C	Tendering Instructions to Bidders	48-50
5 Part A	General (Commercial) Conditions of Contract (GCC)	51-54
5 Part B	Special (Commercial) Conditions of Contract (SCC)	55-56
6	Undertaking & declaration, Near relationship certificate & land border sharing certificate	57-59
7	Proforma (s)	60-70
8	Bidder's profile & Questionnaire.	71-72
9	Part-A: Bid Form & Part-B: Financial Schedule (Price Bid)	73-74
10	Annexures I-Check list for the bidders	75-76
	Annexures II-Sample agreement	77-91
	Annexures III- MUTUAL NON-DISCLOSURE AGREEMENT	92-98
	Annexures IV-Consortium Agreement	99

If interested, kindly submit your bid offers on or before date & time specified in Clause 6 of detailed Notice for EOI.

**DGM (MM),
O/o GM(CFA), Chennai-78.**

Read, Understood and Accepted

Page 1 of 99

Signature and Seal of Bidder

SECTION – 1
Detailed Notice for EOI

EOI (Expression of Interest) for Outsourcing the Operation and Maintenance of BSNL CSCs

EOI No. AGM(Tender)/EOI for OCSC/2024-25/1 dated 12.03.2025

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
O/o Pr.GENERAL MANAGER (CFA), CHENNAI TELEPHONES
MM CELL,4th Floor,KKN Telephone Exge,Chennai-78.

On behalf of Chief General Manager, Chennai Telephones district, Chennai, Online/Sealed Bids for EOI are invited for Outsourcing of Operations & Maintenance of BSNL CSCs (Customer Service Centers) in Chennai Telephones BA for 3 years (with 5 % annual rental increment) extendable for further 2 years extension (1+1 year) based on satisfactorily performance and on mutual consent, on the same terms and conditions, for the following CSCs of Chennai Telephones.

Details of Customer Service Centres (CSC) of Chennai Telephones:

Sn o	Name of BA	Name of OA	Name of CSC	CSC Cat ego ry(I ,II,II I)	Address of CSC	Pin Code
1	CHENNAI TELEPHONES	CENTRAL	GREAMS ROAD *	II	16, Greams Road, Chennai- 600 006	600006
2	CHENNAI TELEPHONES	CENTRAL	ADYAR *	II	42, Dr Muthulakshmi Salai Adyar Chennai 600 020	600020
3	CHENNAI TELEPHONES	CENTRAL	MYLAPORE	III	166, Luz church Road, Opp. To Nageshwara Rao park, Chennai -600 004.	600004
4	CHENNAI TELEPHONES	CENTRAL	GIRI ROAD	III	25/12, Giri Road, T. Nagar, Chennai-600 017.	600017
5	CHENNAI TELEPHONES	CENTRAL	PERUNGUDI	III	No.2, Industrial Estate, Perungudi, Chennai - 600 096	600096
6	CHENNAI TELEPHONES	WEST	KK NAGAR *	II	99, JAWAHARLAL NEHRU MAIN ROAD, K.K.NAGAR, CHENNAI.	600078
7	CHENNAI TELEPHONES	WEST	KARAMBAKKAM	III	78, Karambakkam Telephone exchange, Arcot road, Porur, Chennai-600116	600116
8	CHENNAI TELEPHONES	WEST	KOYAMBEDU	III	OCSC koyambedu, E Road, opposite to Food Grain Market Complex, Chennai 107	600107

Read, Understood and Accepted
Signature and Seal of Bidder

9	CHENNAI TELEPHONES	WEST	KANCHEEPURAM	III	No:1 Kamarajar Street, Taluk office compound, Kanchipuram	631501
10	CHENNAI TELEPHONES	WEST	SRIPERUMBUDUR	III	No.4, Sivan koil street, Sriperumbudur	602105
11	CHENNAI TELEPHONES	WEST	TIRUVALLUR	III	JAWAHARLAL NEHRU ROAD, NEAR HEAD POST OFFICE, TIRUVALLUR	602001
12	CHENNAI TELEPHONES	WEST	TIRUTTANI	III	No1 , Akkaiah Naidu street, Tiruttani	631209
13	CHENNAI TELEPHONES	SOUTH	ST. THOMAS MOUNT*	II	16 G S T ROAD, ST THOMAS MOUNT, CHENNAI- 600016	600016
14	CHENNAI TELEPHONES	SOUTH	NANGANALLUR	II	B 3 LAKSHMI NAGAR, 1 ST MAIN RD NANGANALLUR, CHENNAI	600061
15	CHENNAI TELEPHONES	SOUTH	CHENGALPET	II	New Telephone Exchange, Guntur, Anna Salai, Chengalpattu, Tamil Nadu 603001	603001
16	CHENNAI TELEPHONES	SOUTH	KELAMBAKKAM	III	OMR, Sri Nagar, Kelambakkam, Tamil Nadu 603103	603103
17	CHENNAI TELEPHONES	SOUTH	MARAIMALAINAGAR	III	C13, Pavendar Salai, Maraimalai Nagar, chengalpattu Dt, Tamilnadu- 603209	603209
18	CHENNAI TELEPHONES	SOUTH	THARAMANI LINK ROAD	III	7,SAMBHANDAM GARDEN,100 FEET ROAD VELACHERY	600042
19	CHENNAI TELEPHONES	SOUTH	KEELKATTALAI	III	10, Kumaran Colony Rd, Kumaran Nagar, Keelkattalai, Chennai, Tamil Nadu 600117	600117
20	CHENNAI TELEPHONES	SOUTH	RAJBHAVAN	III	26,SARDAR PATEL ROAD, RAJ BHAVAN TELEPHONE EXCHANGE,GUINDY, CHENNAI- 32	600032
21	CHENNAI TELEPHONES	SOUTH	SELAİYUR	III	No:22, Ganapathy Colony, 100 Feet Rd, Selaiyur, Chennai, Tamil Nadu 600073	600073
22	CHENNAI TELEPHONES	SOUTH	WEST TAMBARAM	III	20, MK Reddy St, Tambaram West, Tambaram, Chennai, Tamil Nadu 600045,	600045
23	CHENNAI TELEPHONES	SOUTH	PALLAVARAM	III	No 130, Old Trunk Rd, Pallavaram, Chennai, Tamil Nadu 600043	600043
24	CHENNAI TELEPHONES	SOUTH	HASTHINAPURAM	III	New No 82, Old No 83/84, Srinivasa Nagar Main Road, Kumran Nagar, Hasthinapuram, chitlapakkam, Chennai - 600064	600064

25	CHENNAI TELEPHONES	SOUTH	MEDAVAKKAM	III	No.1,Ramaiah Nagar,Mambakkam Main Road,Chennai	600100
26	CHENNAI TELEPHONES	NORTH WEST	AMBATTUR *	II	No:260/261 ,MTH ROAD ,TASS INDUSTERIAL ESTATE , AMBATTUR	600098
27	CHENNAI TELEPHONES	NORTH WEST	PADI	III	Padi Telephone Exchange,No 96 ,Moorthy Nagar Main Road,Padi,Chennai	600050
28	CHENNAI TELEPHONES	NORTH WEST	MOGAPPAIR EAST	III	Mogappair East Telephone Building Church Road ,MogappairEast ,Chennai	600037
29	CHENNAI TELEPHONES	NORTH WEST	KALLIKUPPAM	III	BSNL Telephone Exchange,SF NO.786,Kallikuppam,Ambattur, Chennai	600053
30	CHENNAI TELEPHONES	NORTH WEST	PERIYAR NAGAR	III	No32C,Balasubramaniam, salai, Periyar Nagar, Chennai	600082
31	CHENNAI TELEPHONES	NORTH WEST	VILLIVAKKAM	III	No. 27, REDDY STREET, VILLIVAKKAM, CHENNAI	600049
32	CHENNAI TELEPHONES	NORTH WEST	JJ COMPLEX	III	JJ COMPLEX, THIRUMANGALAM, ANNA NAGAR WEST, CHENNAI	600040
33	CHENNAI TELEPHONES	NORTH WEST	POONAMALLEE	III	No: 1 Bypass Road,Chennai Banglore High Way,Poonamallee ,Chennai	600056
34	CHENNAI TELEPHONES	NORTH WEST	THIRUNINDRAVUR	III	Thirunindravur Telephone Exchange, 273 MTH road, Amrutha Nagar, Thirunindravur, Chennai	602024
35	CHENNAI TELEPHONES	NORTH EAST	KELLYS	I	No-22, Kellys Rd, Chennai	600010
36	CHENNAI TELEPHONES	NORTH EAST	PONNERI	II	No-13, New Car Street ,Ponneri	601204
37	CHENNAI TELEPHONES	NORTH EAST	KALADIPET	III	59,Ezhuthukaran Street,Kaladipet,Chennai	600019
38	CHENNAI TELEPHONES	NORTH EAST	KALMANDAPAM	III	21,GA Road,Kalmandapam, Chennai	600021
39	CHENNAI TELEPHONES	NORTH EAST	MINJUR	III	46,Vellalar Street, Minjur	601203
40	CHENNAI TELEPHONES	NORTH EAST	MANALI	III	475,Kamarajar Salai,Manali,Chennai	600068
41	CHENNAI TELEPHONES	NORTH EAST	GUMMIDIPOONDI	III	SIPCOT Telephone Exchange,Gummidipoondi	601201

* These 5 CSCs (Adyar, Greams Road, Amabattur, St.Thomas Mount,and KKNagar)
are marked as Model CSCs. Bidders may refer clause 8 of Section III.

The following 13 No's of CSCs are presently operated by BSNL. However, during the period of tender, these CSCs will be outsourced on need basis as per requirement.

Sno	Name of BA	Name of OA	Name of CSC	Category	Address of CSC	pin
1	CHENNAI TELEPHONES	CENTRAL	ANNA ROAD	II	11,Dams road ,Annaroad Telephone exge,chennai	600002
2	CHENNAI TELEPHONES	CENTRAL	MAMBALAM	II	Mambalam Telephone Exge Bldg,No.652 Anna Salai, Nandanam Chennai	600035
3	CHENNAI TELEPHONES	CENTRAL	R K NAGAR	II	Old No 164, New No.238, R K Mutt Road, Chennai	600028
4	CHENNAI TELEPHONES	WEST	KODAMBAKKAM	II	No.1 Ganga nagar Kodambakkam	600024
5	CHENNAI TELEPHONES	SOUTH	Guindy	II	Plot No.40 E, BSNL Office ,Thiruvika Industrial Estate,South West Zone,Cipet Road,Guindy,Chennai	600032
6	CHENNAI TELEPHONES	SOUTH	Chrompet	II	No.79, GST Road Chennai	600047
7	CHENNAI TELEPHONES	NORTH EAST	ENNORE	III	No,404, Tiruvottiyur High ROAD ,Chennai	600019
8	CHENNAI TELEPHONES	NORTH EAST	HIGH COURT	III	Inside High Court Complex NSC Bose Road Chennai	600001
9	CHENNAI TELEPHONES	NORTH EAST	FLOWER BAZAAR	II	FBR Telephone Exge Bldg, NSC Bose Road Chennai	600001
10	CHENNAI TELEPHONES	NORTH WEST	AVADI	II	Avadi Telephone Exge Bldg, MTH Road Chennai	600054
11	CHENNAI TELEPHONES	NORTH WEST	ANNA NAGAR	II	Anna nagar Telephone Exge ,E6, 3rd Avenue Anna Nagar East Chennai	600102
12	CHENNAI TELEPHONES	NORTH WEST	REDHILLS	III	Thiruvallore Joint Road, Red Hills Chennai	600052
13	CHENNAI TELEPHONES	NORTH WEST	MADHAVARAM	II	No.1 ,EB Road, Sembium, Chennai	600011

Note: After award of contract to other CSCs, during the period of contract, outsourcing of the above 13 CSCs which are presently operated by BSNL are expected to be outsourced on need basis and as per EoI terms & conditions.

1. **Availability of Bid Document on the portal for bid submission:** The tender document shall be available for downloading from the website www.chennai.bsnl.co.in or from <https://www.etenders.gov.in/eprocure/app> from 12/03/2025 14.00Hrs to 02/04/2025 14.00 Hrs. Physical copy of the bid document would not be available for sale. Interested bidders shall have to participate in this e-tendering process by registering themselves in the online portal <https://www.etenders.gov.in/eprocure/app> for downloading the same.
2. The bidders downloading the tender document are required to submit the tender fee of amount (Rs. 1180/- including GST) through DD/ Banker's cheque along with their tender bid failing which the tender bid shall be left archived unopened/ rejected. The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of BSNL COBA COLLECTION ACCOUNT and payable at Chennai.

The MSE bidders, who are registered with District Industries Centers (DICs)/ Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/ Coir Board/ NSIC/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small, & Medium Enterprises (MoMSME) are eligible for exemption from payment of tender fee. MSEs registered under Udyog Aadhaar Memorandum (UAM) are also eligible for exemption from payment of tender fee. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small & Medium Enterprises or UAM.

3. Last date and time of submission of tender document:

Date & Time of submission of Tender bids online on or before 02.04.2025 at 14:00 hrs

Date and time of opening of technical bid: 03.04.2025 at 14:30 hrs

Venue of Opening Technical Bid: O/o PGM (CFA), MM CELL, 4th Floor, KKN Telephone Exge, BSNL, CHENNAI TELEPHONES, CHENNAI-600078

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to following Tender Inviting Authority:

Contact Details:

BSNL Contact-1	
BSNL's Contact Person	AGM TENDER
Telephone& Mobile	9444985777
E-mail ID	baskar5@bsnl.co.in
BSNL Contact-2	
BSNL's Contact Person	SDE TENDER
Telephone & Mobile	9444971116
E-mail ID	petlurusasidhar@bsnl.co.in

- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

4. Eligibility Criteria: The bidder should meet following eligibility requirements:

4.1 General Qualification

- (1) The Bidder must not be blacklisted for Telecom business by any Central/ State Governments/ PSUs in India at the time of submission of bid. An undertaking must be submitted in this regard.
- (2) The Bidder must have a valid PAN & valid registration under GST Act. If the bidder is not registered with GST authority at the time of bid submission, then he shall have to submit GST registration at the time of award of work/ LOI/signing of contract, if declared successful.

4.2 Technical and Financial Qualification

Taking into consideration the importance of CSCs for BSNL as well as for customers, it is very essential that the bidder firms have sufficient experience in setting up of and running such CSCs in India/worldwide. The following criteria 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:

- 4.2.1 Bidder shall be registered & incorporated in India under the Company Act, 1956 or 2013 as the case may be or partnership firm / proprietorship firm registered in India under appropriate law/Act.
- 4.2.2 The bidder shall have a minimum cumulative turnover of INR 1 Crore for category-I CSC / INR 75 Lakhs for category-II CSC / INR 50 Lakhs for category-III CSC during last 3 financial years. (i.e FY 2021-22,2022-23,2023-24)

Bidders will be required to submit Audited Balance Sheets for the last three financial years (i.e FY 2021-22,2022-23,2023-24) to support claims of their financial qualification duly certified by their CA.

- 4.2.3 Bidder shall have relevant experience of successfully running Customer Service Centres (CSC) of following carpet area located in India for at least 12 months on the date of EOI bid submission:
 - a) For Cat-I CSC: CSC of at least 1000 (cumulative) square feet of Carpet Area from a maximum of 2 commercial customer care centres.
 - b) For Cat-II: CSC of at least 400 (cumulative) square feet of Carpet Area from a maximum of 2 commercial customer care centres.
 - c) For Cat-III: The bidder should have experience of running successfully CSC of any size.

Note:

1. The Certificate to this effect must be submitted from the organization for which CSC has been run.
2. Experience of only those Customer Service/Care Centre will consider, where customers are visiting physically.

4.2.4 All existing BSNL franchisees/OCSC partners or RD (CM/CFA/Integrated) or BSNL's FTTH TIP/BNU Partners having association with BSNL for at least 12 months (to be counted from date of 1st revenue transaction with BSNL) on the date of EOI bid submission and having minimum cumulative turnover from BSNL business as given below are eligible and do not need any more eligibility criteria as mentioned in 4.2.2 or 4.2.3 above.

The cumulative turnover from BSNL business shall be as below:

- a. For BSNL CM Franchisees/OCSC partners – Cumulative turnover from BSNL business during last 3 financial years:
 - i.) For Cat-I CSCs: Rs. 50 Lakhs.
 - ii.) For Cat-II CSCs: Rs. 25 Lakhs.
 - iii) For Cat-III CSC: Rs. 10 Lakhs.
- b. For BSNL CM RD - Cumulative turnover from BSNL business during last 3 financial years:
 - i.) For Cat-I CSCs: Not allowed.
 - ii.) For Cat-II CSCs: Rs. 25 Lakhs.
 - iii) For Cat-III CSC: Rs. 10 Lakhs
- c. For BSNL FTTH TIP Partners – Cumulative turnover from BSNL business during last 3 financial years:
 - i.) For Cat-I CSCs: Rs. 25 Lakhs.
 - ii.) For Cat-II CSCs: Rs. 12.5 Lakhs.
 - iii) For Cat-III CSC: Rs. 5 Lakhs.
- d. For BSNL FTTH BNU Partners - Cumulative turnover from BSNL business during last 3 financial years:
 - i.) For Cat-I CSCs: Not allowed.
 - ii.) For Cat-II CSCs: Not allowed.
 - iii) For Cat-III CSC: Rs. 5 Lakhs

Note:

1. For BSNL CM Franchisee/OCSC partners or RD, the Cumulative turnover means total sales done by them during last 3 years from BSNL Products as BSNL Franchisee/OCSC partners and RD.
2. For BSNL FTTH TIP and BNU Partners, the cumulative turnover means total revenue share earned from BSNL Business during last 3 years.

4.2.5 Bidders are required to submit certificates/documentary proof for item (4.2.1) to (4.2.3).

The verifiable reference along with the contact details shall also be cited in the bid document for item at 4.2.3.

- 4.2.6 The Company should not be a Licensed Telecom Service Provider (TSP) to provide Basic Services/ Cellular Telephony Services/ Internet Services/ UASL/ NLD/ ILD Services anywhere in India or owned or controlled by a TSP in India.
- 4.2.7 The Company should not have substantial equity stake (10% or more), or vice versa, in and of any Basic Services/ Cellular Telephony Services / internet service provider / UASL / NLD / ILD Services operating companies in India or their promoters. Even at a later date, if there is substantial change in the ownership structure of the company leading to the above-mentioned types of companies / promoters getting more than 10% stake, then BSNL reserves the right to terminate the contract. PSUs under Department of Telecommunications are exempted from this requirement. A self – certification regarding the same shall be submitted by bidder.

Note: -

1. The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their EOI/tender bid. All documents submitted will also be self-attested by the bidder.
2. Bidders will be required to support claims of their required experience, through certificates issued by any executive with approval of AGM rank officer, in case of PSUs or with approval of Circle Head, in case of private TSPs.
3. Work Order(s) will be issued or Contract agreement(s) will be signed only upon successful verification of the eligibility documents submitted in the bid, with the originals of the eligibility documents, which shall have to be produced by successful bidder.

5. Bid Security/EMD: The bidder shall furnish the bid EMD in one of the following ways:

- 5.1 Bank Guarantee or E- bank guarantee from a Nationalized/Scheduled Commercial Bank in India (except Co-operative banks), OR Insurance Surety Bond from Indian Insurance Company, drawn in favour of PGM(CFA), Bharat Sanchar Nigam Limited, CHENNAI TELEPHONES 'which should be valid for 180 days from the tender opening date. Format for Bank Guarantee and for Insurance Surety Bond is given at Section 7(A) and & Section-7 (D) respectively. A copy of SFMS by Bidder's EMBG issuing Bank shall also be submitted with EMBG as well as time of renewal, if any.
- 5.2 The Demand Draft (DD) shall be drawn from any Nationalized/Scheduled Bank in favour of BSNL COBA COLLECTION ACCOUNT, payable at Chennai. It should be sent to AGM (Tender), KK Nagar Telephone Exchange, BSNL, Chennai - 600078, on or before the tender opening date.
- 5.3 A single EMD is to be submitted by the bidder for all the CSCs bid for by the bidder.
- 5.4 The amount of EMD BG will be as per below:
- (a) Category-1 : Rs. 50,000/- per CSC
 - (b) Category-II : Rs. 25,000/- per CSC
 - (c) Category-III: Rs 10000/- per CSC or as decided by the Circle Head in 2nd attempt of bid.

5.5 In case, EMD submitted by the bidder is less than the total bid-security required to be submitted for the total number of CSCs for which the bidder has submitted financial bid, BSNL will consider and evaluate his bid only for those number of CSCs (starting from top of financial quote table) which are covered as per his EMD amount. Balance EMD amount if any, may be refunded back to the bidder after due period as per EOI terms and condition.

5.6 For MSME

- a. MSE (Micro & Small Enterprise) bidders are exempted from payment of Tender Fee/Bid Security provided they submit current and valid Udyam Registration Certificate issued from the Ministry of MSME. Udyam Registration Certificate must be current & valid to prove that they are either Micro or Small Enterprise on the date of opening of technical bid part. If an exemption from tender fee/ EMD is claimed, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. These exemptions are not applicable for Medium Scale Units. In case of up gradation of Micro / Small Enterprise, the exemptions or relaxation shall be as per the latest guidelines issued by the Ministry of MSME for non-tax benefits in such cases.
- b. Declaration of Udyam Registration Number by MSE bidders on CPPP is mandatory, failing which such MSE bidders will not be able to enjoy benefits as per public procurement policy for MSEs order 2012 for Tenders invited electronically through CPPP and may not be included by e-tender system, towards the bidders eligible for e-reverse auction, if otherwise H-1 quoting bidders and, in such case, BSNL will not be responsible. An undertaking/self-declaration by bidder regarding submission/update of URN number on CPPP portal (etenders.gov.in) is to be uploaded online in bid. MSE bidders should also mention their social category (e.g., SC/ST/Women), if any.
- c. The MSME Bidder on becoming H1, is required to submit the PBG as per relevant clause of this EOI

6. Submission and Opening of Tender bids:

Date & Time of Tender bids

Availability of tender document online in <https://www.etenders.gov.in/eprocure/app> from **12.03.2025 14.00Hrs.**

Date of closing of online bidding: 02/04/2025 14:00 Hrs

- 6.1 Mentioned on Auction Notice as PQ submission start date and end date
- 6.2 In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time.
- 6.3 Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.
- 6.4 **Opening of Tender Bids:** At 14:30 Hrs. of 03/04/2025.

- 6.5 **Place of opening of EOI/Tender bids:** The tenders shall be opened through 'Online Tender Opening Event'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the online Tender Opening Event (TOE) from the comfort of their offices. Kindly refer Section-4 Part C of Tender document for further instructions.
- 6.6 Tender bids received after due time & date will not be accepted.
- 6.7 Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.
- 6.8 GM(CFA), BSNL CHENNAI TELEPHONES (Tender inviting authority), reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the highest bid.
- 6.9 The bidder shall furnish a declaration, as per Section VI (A), in his tender bid that no addition / deletion / corrections have been made in the terms & conditions of the downloaded tender document for which their bid is being submitted and these are identical to the tender document appearing on the website.
- 6.10 In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.
- 6.11 All documents submitted in the bid offer should be preferably in English/Hindi/ State's official language. In case the certificate viz. experience, registration etc. is issued in any other language other than English/Hindi/ State's official language, the bidder shall attach a translation of the same in English/Hindi/ State's official language, duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.
- 6.12 All computer-generated documents should be duly signed/ attested by the bidder/ bidder organization.
- 6.13 The queries in respect of this bid document, if any, can be submitted through Email latest up to 14 days from issue of DNEOI.

SECTION-2

Tender/ Bid Information

1. Type of tender/ Bid: Single stage submission & two stage opening.

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

Note: Bids conforming to minimum eligibility criteria and other terms and conditions stipulated in the EOI shall only be considered as responsive and shall be considered for further evaluation process which will be done for each CSC separately.

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

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

a. Techno-commercial envelope shall contain: -

- i. Bid Security/EMD (scanned copy of DD/ BG), if applicable.
- ii. Scanned copy of proof of payment of cost of tender document i.e. tender fee, if applicable.
- iii. Certificate(s) showing fulfilment of the eligibility criteria(s) stated in Clause-4 of the Section-1 (Detailed Notice for EOI).
- iv. Power of Attorney (PoA)& authorization for executing the power of Attorney in accordance with Clause-14.3 of Section-4 Part A.(not required in case of Proprietary / partnership firm if the proprietor/partnership himself signs the documents) and board resolution in favour of authorized signatory.
- v. Copy of Articles and Memorandum of Association or Partnership deed or proprietorship certificate as the case may be.
- vi. Details of the firm along with List of Directors on the Board of the Company, list of partners, as applicable.
- vii. Board's resolution in favour of authorized signatory.
- viii. Attestation of the specimen signature of the authorized signatory, issuing PoA, by Bank.
- ix. Bidder's Profile & Questionnaire duly filled & signed as per Section-8.
- x. Letter of authorization for attending bid opening event as per Section -7 (C).
- xi. No Near-Relationship Certificate duly filled & signed as per Section-6 (B).
- xii. Undertaking & declaration duly filled & signed as per Section-6 (A).
- xiii. Tender / Bid form-Section 9 Part-A.
- xiv. Checklist of the documents submitted as per Annexure-I.
- xv. Indemnity bond declaration for indemnifying BSNL against any non-compliance by bidder towards all applicable statutory requirements and also that of UIDAI, if work is awarded, as per Annexure-1.

- b. Financial envelope shall contain: Price Schedule (as per Section-9 Part-B)
4. **Offline Documents:** The following documents are required to be submitted offline (i.e. offline submissions) to AGM (Tender), O/o PGM(CFA),KK NAGAR TELEPHONE EXGE,CHENNAI-78.on or before the date & time of submission of bids in a sealed envelope. The envelope shall bear the tender number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender).
- i. Originals of bank instruments such as EMD, paid receipt of tender fee, if applicable. If the required originals of bank instruments, whose scanned copies are uploaded by bidder in Techno-commercial envelope, are not received within the stipulated time mentioned in NIT or any discrepancy found in the original offline document, the bid shall be rejected.
 - ii. During tender process, BSNL's tender inviting authority may require the bidder to produce original copy of any document such as Power of Attorney, Integrity Pact, security agreement etc., submitted as scanned copy, in technical bid part on e-tender portal, which the bidder will have to comply with.
 - iii. Copy of Udyam registration certificate issued from Ministry of MSME, If applicable.

5. Payment terms:

- 5.1 The bidder should submit the invoice to the officer in-charge of the CSC on receipt of proforma Invoice generated from BSNL IT System. The Tax Invoices are to be submitted by bidder in triplicate.
- 5.2 90% of the payment of the monthly invoices shall be paid on submission of Invoices by the bidder and Balance 10% after 30 days from the payment of 90% of Invoice.
- 5.3 Online generated GST payment details of previous month shall be submitted with the invoice(s) for payments.
- 5.4 Tax Invoices shall be paid through Electronic Clearance Scheme (ECS) only. The contractor should submit the mandate form for this purpose along with the Agreement while entering into the Contract.

Note: 1 If the bidder / supplier fails to furnish necessary supporting documents i.e. GST invoice / Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier.

Note 2: Tax amount will be paid to the bidder / supplier only after supplier declares the details of the invoices in its return in GSTR 1 and GSTR-3 filed by the supplier and the same is reflected in GSTR-2A of BSNL on GSTN portal.

Note 3: TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be) after compliance check for Sec 206AB & 206CCA.

Note 4: BSNL can adjust/ forfeit Bank Guarantee obtained from the supplier against any loss of input tax credit to BSNL on account of supplier's default.

Note 5: In case BSNL has to pay GST on reverse charge basis, the bidder / supplier would not charge GST on its invoices. Further, the bidder / supplier undertakes to comply with the provisions of GST law as may be applicable.

The bidder / Supplier shall submit a mandate for receiving payment of Rs. 5 lakhs and above electronically. Charges, if any, levied by the bank for electronic fund transfer shall be borne by the Supplier. The Supplier is required to submit the following information for this purpose:

- a. Name of the beneficiary's bank and branch.
- b. IFSC code of the beneficiary's branch.
- c. Account number of the beneficiary.
- d. Branch serial number (MICR No.)

6. **Time line for start of services:** Within 7 days from the receipt of AOT.

7. **Duration of Contract (Validity of tender):** The contract shall be of 3 years (with 5 % annual rental increment) with further 2 years extension (1+1) based on satisfactorily performance with 5% annual increment in rental.

SECTION- 3

Scope of work (Guidelines for outsourcing the Operation and Maintenance of BSNL CSCs)

1. Scope of work for “Operation & Maintenance of BSNL CSCs”.

1.1. A single EOI / Tender may be called for all the CSCs to be outsourced in a BA, as on date. EOI may be called at Circle Office, with the approval of Circle Head.

1.2. The broad scope of the CSC operations is:-

- a. Bill collection of Landline/ Broadband /FTTH/Post-paid Mobile.
- b. New Phone bookings and feasibility of landline/Broadband/FTTH/Wings/ ASEEM, Vanity booking/ISDN/PRI/BRI
- c. Sale of new SIMs. Normal, Bulk Booking/Vanity and fancy number booking/Post paid to pre-paid and vice versa conversions.
- d. Change/ Upgrade plan for Sim Recharge/ FTTH and any other services.
- e. Provision of VAS services.
- f. Replacement of SIMs / Sim Upgradation (2G/3G to 4G)
- g. Sale of post paid mobile connections
- h. Sale of Top-ups/STVs /PVs
- i. Sales Complaint redressal.
- j. Processing of MNP requests
- k. DND Activation/deactivation.
- l. Handling of customer queries and complaints regarding billing, network, internet etc.
- m. Receiving and co-ordinating all customer requests including shifting connection, name transfer, closure of connections and more.
- n. All commercial and CSC 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.
- o. Aadhar Services
- p. Citizen Centric e-services, Identity & document services (Pan Card etc.), e-District services, Application to various central government schemes, & Utility payments etc. subject to signing of MOU by BSNL Corporate/ Circle / BA with the concerned Govt Authority / Department etc. Revenue share of BSNL and OCSC Partner shall be 50:50 out of total revenue generated through such e-Services

- q. Provision of Sponsored product booths -The detailed guidelines in this regard will be issued by BSNL separately.
- r. Mobile Phone sale: The detailed guidelines in this regard will be issued by BSNL separately.
- s. A separate booth for mobile repair shop, to be handled only by the OCSC partner, with no revenue share / billing by BSNL or in BSNL's name.
- t. The vendor shall ensure that agents are adequately trained to resolve the aforementioned inquiries and are capable of educating customers on resolving common issues through self-service options.
- u. Vendor should be able to provide the customers with appropriate information & have access to portals with action rights. Detailed guidelines will be shared once provisions for these services are provided by BSNL

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

1.3. Terms and conditions of infrastructure and related facilities

- (1) BSNL shall provide covered space without any charges. Existing infrastructure of CSC shall be handed over on as-is where-is basis.
- (2) Since the CSC premises will be utilized exclusively by the bidder, hence electricity bill for CSC shall have to be paid by bidder as per actual consumption. Sub-meter will be installed by BSNL Electrical wing and manual bill also to be produced.
- (3) The bidder 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.
- (4) The bidder may be permitted to put additional canopies/other product marketing tools, in the premises for promotion of only BSNL products.
- (5) The bidder may be permitted to utilize existing electric equipment, lights, fans, air-conditioners etc if available otherwise they shall bring their own.
- (6) The bidder should be responsible for maintaining infrastructure, electric equipment, furniture and computers and replace the same if required, for proper upkeep of the CSC.

- (7) One high speed BB/FTTH connection will be provided at CSC. Connectivity to BSNL IT systems shall also provided by BSNL on rent free basis.

1.4. Other Terms and conditions

- i. The CSCs are to be manned minimum from 8:00 AM to 8:00 PM for all Category-I and from 9.00 AM to 6.30 PM for all Category-II & III on all days except National holidays.
- ii. Proper training and dress code (to be provided by BSNL) for staff manning the counters should be ensured by the bidder.
- iii. Sale of products and services of BSNL should be restricted only within CSCs.
- iv. The bidder will not be allowed to sell any other product or service which are not covered under Clause-1.2 'The broad scope of the CSC operations', above or as may be allowed subsequently by any other specific order from BSNL. Any violation is to be viewed seriously and it will attract penalty as per relevant Clause of this EOI.
- v. The bidder will be paid for all sales as per prevalent franchise S&D Policy (for CM and CFA) and related circulars on bill payments or as modified from time to time.
- vi. The amount (incl GST) for Aadhaar services at OCSC by OCSC Partners for both assistance from UIDAI & Fee Collected from Residents shall be shared between BSNL and OCSC Partner(s) as:
 - a. for an amount above Rs 50 , in 50:50 proportion,
 - b. for an amount upto Rs 50 , in 60:40 proportion

The payment towards New Aadhaar generation will be made only on receipt of payment from UIDAI. For Aadhaar related activity operator should be through approved / empanelled agency by UIDAI on salary basis or as per the guidelines issued by UIDAI from time to time. Any penalty imposed by UIDAI for wrong Aadhaar Generation/Wrong Demographic/ Biometric Up-dation shall be passed on to the OCSC Franchisee. Aadhaar services shall be as per the guidelines issued by UIDAI and BSNL, from time to time.

- vii. The 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 the bidder for collections done in CSC.

- viii. OCSC partners will be paid Rs 10/- per order for non-commercial transactions for which order is issued in the OCSC portal like shifting, safe custody, static IP, etc. For all other non-commercial transactions such mobile no. updation, duplicate bills, etc., the bidder shall be paid Rs 2/- per transaction for items not defined in CM franchise S&D Policy 2018. There will be a capping of 150 % for all non commercial transactions e.g. issue of duplicate bills, DND activation / deactivation etc. based on average monthly volume of last six months, but it will be further restricted to ensure that it is not more than 10% of total charges/commission earned in a month. OTP-based verification for each customer request to be set up by BSNL and institutionalized for payment post roll-out.
- ix. 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.
- x. All changes in Franchisee S & D policy will be implemented with reference to commission structure as and when BSNL does so.
- xi. OCSC bidders/ franchisee / partner shall be paid Rs 10/- (ten) per realized cheque in BSNL account
- xii. OCSC partners will monitor and report the KPIs on a regular basis. The guidelines in this regard will be issued by BSNL and will be modified from time to time as per need.
- xiii. The bidder will be paid Rs 10/- for every app download that happens through CSC. CSC code to be used during the registration process for each such download and payment to be made accordingly. This payment will be capped to one download per customer and will be implemented post suitable updates in the BSNL Selfcare App and OCSC IT Systems.
- xiv. Number of counters in different types of categories :
 - a) Type-I CSC: These should be minimum of 3 counters exclusively for BSNL product and services (Additional amenities viz. TV, water dispenser, coffee dispenser (Paid) will be provided by the OCSC partner)
 - b) Type-II CSC: There should be minimum 2 counters exclusively for BSNL products and services

- c) Type-III CSC: There should be minimum 1 counter exclusively for BSNL products and services
 - d) For Aadhaar services , there should be as many counters in the CSCs, as many numbers of AEKs are provided to OCSC partner
 - e) In case, Citizen –centric e-services are also allowed from BSNL CSCs , there should be separate counters.
- xv. OCSC partner will be required to make additional arrangement/counters, if needed ,on few specific days for bill collections, SIM distribution when BSNL 4G services is launched, or for any other specific purpose so as to keep waiting time of any visiting customer less than 5 minutes. In this regard, the decision/direction of BA head will be binding on OCSC partner.
- xvi. During operating period of OCSC contract, the category of any OCSC may be scaled up based on footfalls, revenue from BSNL, Aadhaar transactions, revenue share paid to OCSC partners (including revenue from Aadhaar activities). . In this regard, the decision/direction of BA head will be binding on OCSC partner.

2. Eligibility Criteria.

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

- 2.1 Bidder shall be registered & incorporated in India under the Company Act, 1956 or 2013 as the case may be or partnership firm / proprietorship firm registered in India under appropriate law/Act
- 2.2 The bidder shall have a minimum cumulative turnover of INR 1 Crore for category-I CSC / INR 75 Lakhs for category-II CSC / INR 50 Lakhs for category-III CSC during last 3 years (i.e. financial year 2021-22, FY 2022-23, FY 2023-24). Audited Balance Sheets for the last three years shall be submitted as a supporting document.
- 2.3 Bidder shall have relevant experience of successfully running Customer Service Centres (CSC) of following carpet area located in India for at least 12 months on the date of EOI bid submission:
 - a) For Cat-I CSC: CSC of at least 1000 (cumulative) square feet of Carpet Area from a maximum of 2 commercial customer care centres.
 - b) For Cat-II: CSC of at least 400 (cumulative) square feet of Carpet Area from a maximum of 2

commercial customer care centres.

- c) For Cat-III: The bidder should have experience of successfully running CSC of any size.

Note:

1. The Certificate to this effect must be submitted from the organization for which CSC has been run.
2. Experience of only those CSCs will be considered where customers are visiting physically.

2.4 All existing BSNL franchisees or RD (CM/CFA/Integrated) or BSNL's FTTH TIP/BNU Partners having association with BSNL for more than 12 months (to be counted from date of 1st revenue transaction with BSNL) on the date of EOI bid submission and having minimum cumulative turnover from BSNL business as given below are eligible and do not need any more eligibility criteria as mentioned in 2.2 or 2.3 above.

The cumulative turnover from BSNL business shall be as below:

a. For BSNL CM Franchisees– Cumulative turnover from BSNL business during last 3 financial years:

- i.) For Cat-I CSCs: Rs. 50 Lakhs.
- ii.) For Cat-II CSCs: Rs. 25 Lakhs.
- iii) For Cat-III CSC: Rs. 10 Lakhs.

b. For BSNL CM RD - Cumulative turnover from BSNL business during last 3 financial years:

- i.) For Cat-I CSCs: Not allowed.
- ii.) For Cat-II CSCs: Rs. 25 Lakhs.
- iii) For Cat-III CSC: Rs. 10 Lakhs

c. For BSNL FTTH TIP Partners – Cumulative turnover from BSNL business during last 3 financial years:

- i.) For Cat-I CSCs: Rs. 25 Lakhs.
- ii.) For Cat-II CSCs: Rs. 12.5 Lakhs.
- iii) For Cat-III CSC: Rs. 5 Lakhs.

d. For BSNL FTTH BNU Partners - Cumulative turnover from BSNL business during last 3 financial years:

- i.) For Cat-I CSCs: Not allowed.
- ii.) For Cat-II CSCs: Not allowed.
- iii) For Cat-III CSC: Rs. 5 Lakhs

Note:

1. For BSNL CM Franchisee or RD, the Cumulative turnover means **total sales done** by them during last 3 years from BSNL Products as BSNL Franchisee and RD.
 2. For BSNL FTTH TIP and BNU Partners, the cumulative turnover means **total revenue share earned** from BSNL Business during last 3 years.
- 2.5 Bidders are required to submit certificates/documentary proof for item (2.1) to (2.3). The verifiable reference along with the contact details shall also be cited in the bid document for item at 2.3.
- 2.6 The Company should not be a Licensed Telecom Service Provider (TSP) to provide Basic Services/ Cellular Telephony Services/ Internet Services/ UASL/ NLD/ ILD Services anywhere in India or owned or controlled by a TSP in India.
- 2.7 The Company should not have substantial equity stake (10% or more), or vice versa, in and of any Basic Services/ Cellular Telephony Services / internet service provider / UASL / NLD / ILD Services operating companies in India or their promoters. Even at a later date, if there is substantial change in the ownership structure of the company leading to the above mentioned types of companies / promoters getting more than 10% stake, then BSNL reserves the right to terminate the contract. PSUs under Department of Telecommunications are exempted from this requirement. A self – certification regarding the same shall be submitted by bidder.

Bid Security in the form of Bank Guarantee/ DD will be Rupees. as per Clause 6

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

Intending bidder may obtain copy of EOI document from the tender.bsnl.co.in on payment of Rs. 1000 only (Non-Refundable) on all working days. The payment shall be accepted in the form of A/c Payee Demand Draft, drawn in any Scheduled Bank in India in favour of BSNL COBA COLLECTION ACCOUNT, payable at Chennai.

Note:

1. The 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.
2. Queries from only those perspective bidder's 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.
3. EOI document shall be provided after signing a mutual Non Disclosure Agreement (NDA) with BSNL (on non-judicial stamp paper of requisite value).

3. DOCUMENTS ESTABLISHING FIRM'S ELIGIBILITY AND QUALIFICATION

3.1 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/ company along with List of Directors on the Board of the Company/ the partner's 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 2021-22, FY 2022-23 and FY 2023-24)
- (viii) A no relative certificate in the format as at Annexure-II.
- (ix) Bid security, as per the details given in the Notice Details.
- (x) A certificate from its bankers as evidence that he has financial capability to perform the contract.
- (xi) Any other certificate(s) as per the EOI requirements.

4 Duration of the contract period.

The OCSC contract shall be of 3 years (with 5 % annual rental increment), with further 2 years extension (1+1) based on satisfactorily performance with 5% annual increment in rental”.

5. Selection Procedure

5.1 Selection procedure will be as follows:

- i. Bids confirming to minimum eligibility criteria and other terms and conditions stipulated in the EOI shall only be considered as responsive and shall be considered for further evaluation process which will be done for each CSC separately.
- ii. Responsive bids shall be evaluated as per Quality & Cost Based Selection (QCBS) methodology with 70% (Seventy percent) weightage for the quality / technical parameters and 30% (Thirty percent) weightage for the financial parameter (financial bid). Bidder scoring over-all highest weightage points will be declared / selected as H1.
- iii. Though, a single EOI is to be called for all the CSCs to be outsourced in a BA, the evaluation for overall H1 bidder will be done for each CSC separately.
- iv. Evaluation for overall H1 bidder will be done by the Selection Committees which shall be constituted as below:
 - a. For Cat-I and Cat-II CSCs: A Selection Committee consisting of minimum four members will be nominated in each BA by the Circle Head. The committee will be headed by the concerned BA Head and other three members should be of GM/DGM (preferably)/AGM level officers, out of which one shall be finance officer (DGM/AGM) and one officer should be from adjacent BA or from Circle Office.
 - b. For Cat-III CSCs: A Selection Committee consisting of minimum four members will be nominated in each OA by the BA Head. The Committee will be headed by OA Head for the evaluation of CSC in that OA and other three members should be of DGM / AGM

level officers, out of which one shall be finance officer of CAO / AGM / AO level and one member should be from adjacent OA or from BA Head office.

- v. **Weightage for Quality/Technical evaluation:** Out of the 70 marks for quality / technical weightage, following marks are proposed to be assigned for QCBS System:

S.No	Item for Selection	Maximum Marks
i	Turnover	10 marks
ii	Experience of running a CSC	20 marks
iii	Place/Location	15 marks
iv	Turnover from BSNL products in past 3 years	15 marks
vi	Interview/ Presentation to the Selection Committee	10 marks

Note: All the bidders will be called for interview / presentation by the Selection Committee.

5.2. Process for Awarding Technical / Quality Weightage Marks:

- i. **Turnover (Total Marks=10):**

	Turn over	Marks
a	Fulfilment of Minimum Criteria (as per eligibility criteria)	4
a	Greater than minimum criteria (as per eligibility criteria) upto 25% in excess	6
b	Greater than 25 % in excess but up to 100%	8
c	Greater than 100 % in excess	10

- ii. **Experience of running CSC in Years (Total Marks=20):**

Experience in Years	Marks	
	Telecom CSC	Others products/utilities
Fulfilment of Minimum Criteria (as per Eligibility Criteria)	8	4
Fulfilment of Minimum Criteria (as per Eligibility Criteria) and up to 1 year in excess	12	8
Greater than 1 years in excess and up to 2 years in excess	16	12
Greater than 2 years in excess	20	16

Note:

1. For Experience of running a telecom CSC, the bidder should have experience of direct distribution of telecom services of any telecom operator. Experience of only those CSCs will be considered where customers are visiting physically.
2. In case any bidder having experience of running Telecom as well as Non-Telecom CSC, he will be awarded marks only for one experience i.e either for Telecom CSC or Non-Telecom CSC whichever is higher.

iii. Weightage of Location / Place (Total marks =15):

Bidder belongs to	Marks
Same OA	15
Adjacent OA of same BA/same Circle/different circle	12
Same BA	10
Same Circle	8
Any other place	6

Note: Place is ascertained as the place where firm/company is registered or its GST registration or where it has operations / business setup (Trade license/Shop establishment license/ existing shop/office) for last one years or more.

iv. Turnover from BSNL products in past 3 years (Total marks=15):

Turnover	Marks
Fulfilment of Minimum Turnover Criteria [as applicable for the bidder (Franchisee/RD/FTTH TIP/BNLU) as per Eligibility Criteria)	8
Minimum Criteria and upto 25 percent in excess	10
Greater than 25 % in excess and up to 100 %	12
Greater than 100 % in excess	15

v. The interview round will be based on the evaluation themes, which will be as under:

- Capability to work in areas other than where he is located,
- Man power availability and their qualifications
- Knowledge about telecom products and services (Both BSNL and Non-BSNL operators)
- Other evaluation themes as decided by the interview committee

5.3. Process for Awarding Financial Weightage Marks:

Following process shall be adopted for awarding Financial Weightage Marks (Total 30 Marks):

- i. The bidder should quote Monthly rental amount (excluding all applicable taxes/GST) to be paid to BSNL in following format and should submit Financial Bid in a separate envelope duly marked as “Financial Bid/Quote”:

Sl. No.	Name of the BA	Name of OA	Names of all the CSCs in the BA to be out-sourced (as on date)	Type of CSC (Cat-I/II/III)	Monthly Rental amount Quoted by the Bidder (to be paid to BSNL), excluding all applicable taxes/GST (in Rs.)

Note: First five columns will be pre-filled by BSNL. Only last column will be filled by the bidder.

- ii. A single EOI may be issued for all the CSCs (of all categories) to be outsourced in a BA, as on date.
- iii. OCSC Partner will be required to pay the rent to BSNL in advance (including applicable taxes) on quarterly basis.
- iv. Bidder may choose to bid for any number of CSCs offered in the EOI. However, evaluation shall be done for each CSC separately.
- v. Allotment of Cat-I CSC to a bidder will not be more than 1/3rd of total Cat-I CSCs in a BA with overall restriction of 1/3rd of total CSCs in the BA (including the already allotted CSCs to the bidder in the BA through earlier EOIs). Financial weightage points shall be awarded for each CSC as per the rental value quoted by the Bidder, in following manner:

- a. The highest bidder will be awarded 30 marks.
- b. Remaining bidders will be awarded marks on proportionate basis.

i.e. Marks awarded to a bidder = (Rental value quoted by the bidder/Highest Quoted rental value) x 30 marks.

E.g.

- Highest rental quoted value = 15000 per month
- Rental value quoted by other bidder = 10000 per month
- Then, Marks awarded to other bidder = (10000/15000) x 30 = 20 marks.

- vi. Bidder scoring over-all / combined highest Marks (**Technical/Quality Marks+ Financial Marks**) will be declared as H1, for each CSC.
- vii. In case of a tie, preference should be given in the order of higher score for ‘Financial Quote’ -> ‘Place/Location’ -> ‘turnover from BSNL products in past 3 years’ -> ‘Turnover’ -> ‘Interview/Presentation’. In case of further tie, BSNL will reserve the right to select any of the franchisee based on the Selection Committee report.
- viii. After finalization of H1 for all CSCs (listed in EOI), if any bidder is H1 in more than 1/3rd of total number of Cat-I CSCs in the BA and / or more than 1/3rd of total number of CSCs in the BA, such H1 bidder will have option to select permissible number of Cat-I CSCs and total number of CSCs in the BA, then BSNL shall reserve the right to

allot CSCs so as to limit allotment of CSCs to a bidder less than 1/3rd of total Cat-I CSCs in the BA with overall restriction of 1/3rd of total CSCs in the BA.

- ix. For the CSCs, which are dropped by H1 bidder due to limiting the allotment of CSCs within permissible numbers, bid of H2 will be considered on higher of the rental value quoted by H1 or H2 bidder. In case, H2 does not accept the higher of the rental quoted by H1 or H2, bid of H3 may be considered on the higher of rental value quoted by H1 or H3; and so on. If none of the bidder agrees, such CSCs will be awarded to H1 at his quoted rate up to 50% of total Cat-I CSCs with overall allotment of 50% of total CSCs in the BA.
- x. For the CSCs, where no bidder has quoted any rates or CSCs outsourcing could not happen due to whatsoever reason even after floating the EOI twice, the CGMs may be authorized to relax the condition of limiting allotment of maximum 1/3rd of Cat-I CSCs in the BA with overall limit of 1/3rd number of total number of CSCs in the BA and may allow allotment of Cat-I CSCs up to 50% of total Cat-I CSCs with overall allotment of 50% of total CSCs in the BA, to a bidder.
- xi. Even after above effort, outsourcing of some of the CSCs may not happen. In such cases, CGMs may be empowered to take a suitable decision at his level to explore possibilities to outsource CSCs through retired/VRS opted employees on any rental value as decided by the Circle Head on the recommendations of the Selection Committee, with similar commission / revenue share structure as applicable for other OCSC partners.

6 Bid Security/ Performance Bank Guarantee (PBG):

6.1 Bid Security (EMD):

- a) Kindly refer clause 5.1 of Section-1
- b) A single EMD is to be submitted by the bidder for all the CSCs bid for by the bidder.
- c) The amount of EMD will be as per below:
 - (i) Category-1 : Rs. 50,000/- per CSC
 - (ii) Category-II : Rs 25,000/- per CSC
 - (iii) Category-III: Rs 10000/- per CSC or as decided by the Circle Head in 2nd attempt of bid.
- d) In case, EMD submitted by the bidder is less than the total bid-security required to be submitted for the total number of CSCs for which the bidder has submitted financial bid, BSNL will consider and evaluate his bid only for those number of CSCs (starting from top of financial quote table) which are covered as per his EMD amount. Balance EMD amount if any, may be refunded back to the bidder after due period as per EOI terms and condition.

6.2 The successful bidder shall have to submit Performance Bank Guarantee (PBG) or the Performance Insurance Surety Bond [The Format is given at Section 7 (B) and Section-7 (E) respectively], as below:

- i. For Cat-I CSC: Rs.1.5 lakhs for each CSC,
- ii. For Cat-II CSC: Rs.0.5 Lakhs for each CSC,

iii. For CSC-III: Rs.0.3 lakh for each CSC.

- a. Separate PBG is to be submitted by the bidder for each CSC awarded (LOI issued) to the successful bidder.
- b. PBG is for due performance of the terms and conditions of the agreement and no supply of BSNL products/services will be allowed against this PBG.
- c. Without prejudice to any other rights, BSNL reserves the right to forfeit/adjust/apply for extension of the said PBG amount in full or part of any sums due from the franchisee to BSNL at any time. Franchisee shall continue to be liable for balance, if any.

6.3 Performance guarantee shall be initially valid for 3 years (minimum duration of contract) plus 6 (six) months, which should be renewed at the time of extension of contract period.

PBG shall be submitted within 15 days of award of CSC (issue of LOI) for further signing of Agreement.

6.4 The bidder shall ensure that performance bank guarantee (PBG) is sent to the BSNL directly by the issuing bank under Registered Post (A.D). In exceptional circumstances where the PBG is submitted by the bidder to the BSNL, the bidder shall ensure that an unstamped duplicate copy of the PBG is sent immediately by the bank direct to the purchaser by Registered Post (A.D).

6.5 The bid security/EMD amount will be forfeited:

- (i) If the bidder withdraws his bid during the period of bid validity as per this document
- (ii) Submits any false declaration or certificate in the Bid.
- (iii) 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 herein

6.6 Forfeiture of PBG :

"Without prejudice to its rights of any other remedy, BSNL may encash/forfeit the PBG in full or part, in the following circumstances:

- i. In case of any default as listed or breach of any terms and conditions of the agreement or in case of failure to start operations of the CSC as per the agreed schedule & parameters, or
- ii. In case of loss or damage caused to or would be caused to or suffered by BSNL by reason of beach / default by OCSC partner, or
- iii. Failure on the part of OCSC in renewal of the PBG well in time.
- iv. In case of any outstanding amount is due to BSNL in terms of the agreement.

7 Defaults, Penalties and Termination of Agreement and Procedure to be followed for taking action against OCSC Partner in case of any Default:

7.1 OCSC Partner is not allowed to sell any product / services which are not covered in the OCSC policy / Agreement signed for the Operations of the CSC. Any violation is to be viewed seriously and it will attract penalty.

7.2 If OCSC partner is found selling products & services which are not covered under the Agreement; and /or on breach of any other terms and conditions of the Contract/Agreement, following action will be taken (defaults other than any fraudulent activity):

1. First instance of any default/breach:-

i. Concerned unit will issue a letter (with the approval of BA Head) to the OCSC Partner asking him to amend / rectify the default and to explain his conduct on the noted default, within 7 days.

ii. On receipt of the written reply/ explanation of the OCSC Partner:

a) If the OCSC Partner has amended / rectified the default and his reply is found to be satisfactory by the BSNL, then it may drop the case.

b) In case, either, OCSC Partner does not submit explanation and does not amend the default / breach within 7 days or the explanation of OCSC Partner is not found satisfactory by the BSNL, payment of all the sales commissions will be withheld by BSNL till the time (i) OCSC Partner amends / rectifies such default/s and (ii) submits an undertaking for not repeating the any such default / incidence again.

c) In addition to above, a penalty of following amount may also be imposed on the OCSC partner considering the severity and impact on BSNL:

- For Cat-I CSC: Rs.5000/- or 10% of average monthly revenue share (average of last 3 months) whichever is higher.

- For Cat-II CSC: Rs.3000/- or 10% of average monthly revenue share (average of last 3 months) whichever is higher.

- For Cat-III CSC: Rs.1000/- or 10% of average monthly revenue share (average of last 3 months) whichever is higher.

- In case of repeat (2nd occasion) of any default/breach: -

- i. The Concerned unit will issue a notice of termination (with the approval of Circle Head) to the OCSC Partner asking him to amend / rectify the default and to explain his conduct on the noted default, within 7 days.

- ii. On receipt of the written reply/ explanation of the OCSC Partner:

2. a) If the OCSC Partner has amended / rectified the default and his reply is found to be satisfactory by the BSNL, then it may drop the case but on account of repeating (2nd occasion) the default/breach, a penalty of in following amount will be imposed on the OCSC partner:

- For Cat-I CSC: Rs.10000/- or 15% of average monthly revenue share (average of last 3 months) whichever is higher.

- For Cat-II CSC: Rs.5000/- or 15% of average monthly revenue share (average of last 3 months) whichever is higher.

- For Cat-III CSC: Rs.2000/- or 15% of average monthly revenue share (average of last 3 months) whichever is higher.

b) In case either, the OCSC Partner does not reply / respond to the notice and does not amend the default within 7 days, or the explanation is not found satisfactory by

the BSNL (Circle Head/Tender approving Authority), further action shall be initiated for termination of the contract which will also involve forfeiting the PBG.

7.3 Defaults and actions / penalties w.r.t. to CAF collection, electronic documentation, verification of credentials of the customers, misuse of credentials of the customers, timely submission of documents to BSNL as per regulatory guidelines and BSNL instructions, etc., shall be dealt as per S&D policy of the BSNL amended time to time.

7.4 Any penalty / action under Aadhaar Act as imposed by UIDAI on BSNL for any corrupt / fraudulent activity / practices in Aadhaar Operations by OCSC partner shall invariably be passed on to the OCSC partner and BSNL shall have the right to recover the said imposed penalty from the OCSC partner either from his revenue share due to him and/or from his PBG, etc.

7.5 In future any other penalty may also be notified / imposed on account of non-performance based on prevailing market dynamics. However, any such penalty shall be notified in advance so that channel partners get suitable time to act.

7.6 For any other defaults, action shall be taken against the bidder / OCSC Partner as per the applicable provision of Appendix-1 of Section-4 Part-A of Chapter-4 of BSNL's Procurement Manual, copy attached.

7.7 Termination:

Agreement with OCSC Partner may be terminated under following conditions:

- a. BSNL shall reserve the right to terminate agreement in case BSNL comes to conclusion that the OCSC Partner has violated any provisions of the Agreement and has caused any default as listed above which would result in loss to BSNL or damage to services being provided by BSNL. The decision of the BSNL will be final in this regard. Without prejudice to any other rights, the PBG shall be forfeited.
- b. If either party goes into bankruptcy or insolvency or put into liquidation (otherwise than solely for amalgamation or restriction) or if a receiver is appointed over any part of the party's business then the other party shall have a right to terminate agreement by written notice of 60 days.
- c. BSNL shall also reserve the right to suspend the operations of OCSC Partner, at any time, due to change in Company policies, change in 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.
- d. In case the OCSC Partner parts with its business including its assets in favour of any 3rd party directly or indirectly, BSNL shall have the right to terminate the agreement. The exercising of the right of cancellation / termination shall not have the effect of waiving any damages to which the cancelling / terminating party might otherwise be entitled to.
- e. Unless otherwise agreed in writing by BSNL, any sums payable and which are unpaid on the date of termination shall become due and payable by the OCSC Partner (along with GST). Otherwise, OCSC Partner shall be liable to pay interest @ 18% p.a. till the said amount is paid to BSNL.
- f. BSNL shall deduct tax at source if required under GST Act and GST regulations, any law or any regulation.
- g. Provisions of the agreement shall, to the extent stated or necessarily implied, survive the termination thereof.

- h. Cancellation or termination or expiry of agreement shall not relieve or release either party from making payments which may be owing to the other party under the terms of the Agreement.
- i. OCSC Partner shall at its own expense return to BSNL promptly all information, documentation and materials relating to BSNL services and / or software or any other documents entrusted to the OCSC Partner by BSNL
- j. On the termination of the agreement for any cause whatsoever, all rights and privileges granted to the OCSC Partner shall immediately stand terminated. OCSC Partner shall immediately cease and desist from using the trade name BSNL and any other sign, slogan, symbol or other distinguishing characteristic owned by or associated with BSNL's services.
- k. BSNL shall be entitled to injunctive and equitable relief for any violation of the terms and conditions. OCSC Partner shall pay all costs and expenses including reasonable advocate fee borne by the BSNL for enforcing any provision of the agreement. The provisions of this clause shall survive the termination of the agreement.
- l. In the event of termination of agreement consequent upon breach of any of the terms of the agreement or surrender by OCSC Partner at its own will.
 - Damages to the extent of loss determined by BSNL shall be recovered from the OCSC Partner in addition to the encashment of Performance Bank Guarantee without prejudice to any other remedies and rights.
 - OCSC Partner may be debarred for future dealings with BSNL for the same OCSC for a period of 3 years.

8. Model CSC:

- i. Decision to make an Outsourced CSC as Model CSC will be of concerned BA Head duly approved by Circle Head.
- ii. In case, an OCSC has to be made as a Model CSC, same CSC should be duly marked in OCSC RFP/EOI.
- iii. While bidding / quoting Monthly Rental value in the financial bid, the Bidder should be well aware of the fact that this CSC has been selected as a Model CSC for which the selected CSC partner will be required to incur Capex for modernization of the CSC which may include designing, new furniture, partition, lighting, air conditioning, etc.
- iv. Modernization works to be under taken in the selected CSC. Modernization will increase footfall in the CSCs. However, the Capex invested by the OCSC partner subject to maximum amount as per as estimates by BSNL Committee will be adjusted in the future rents, as a reimbursement of the capex.

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

1. DEFINITIONS

- 1.1 **"The Purchaser"** means the Bharat Sanchar Nigam Ltd. (BSNL), GENERAL MANAGER,(CFA),BSNL,CHENNAI TELEPHONES
- 1.2 **"The Bidder"** means the Company, individual or firm who participates in this tender and submits its bid.
- 1.3 **"The Supplier" or "The Vendor" or "Service Provider" or "Contractor"** means the individual or firm awarded the contract for operation & maintenance of BSNL CSCs.
- 1.4 **"The Services"** means providing maintenance services for external plant which the Supplier is required to supply to the Purchaser under the contract.
- 1.5 **"The Advance Work Order" or "Letter of Intent"** means the intention of Purchaser to place the Work Order on the bidder.
- 1.6 **"The Work Order"** means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The Work order shall be deemed as "Contract" appearing in the document.
- 1.7 **"The Contract Price"** means the price payable to the Supplier under the Work order for the full and proper performance of its contractual obligations.
- 1.8 **"Telecom Service Provider"** means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- 1.9 **"Successful Bidder(s)"** means the bidder(s) to whom work in this tender is awarded.
- 1.10 **"SSA"** means Secondary Switching Areas defined by BSNL (generally comprising of one or more revenue districts).
- 1.11 **"BA"** means Business Area comprising of one or more SSA's

2 ELIGIBILITY CONDITIONS:

- 2.1 Kindly refer to Clause 4 of Section-1 i.e. Detailed Notice for EOI (DNEOI).
- 2.2 Bidder is expected to obtain clearance from Reserve Bank of India, wherever applicable.
- 2.3 The Bidder must furnish the documentary evidence to meet the eligibility conditions laid down in general, technical, and financial qualification criteria.
- 2.4 "The bidder must have a valid GST No (Goods and Services Tax) & Permanent Income Tax Account No (PAN) and shall submit a copy of the same with the bid. In case of multiple GST numbers, all the numbers can be provided as an annexure. Bidder(s) should not have been black-listed/banned by GST Authorities. A self-declaration to this effect is to be submitted by bidders".
- 2.5 "Bidder shall submit a self-declaration that they are not blacklisted/debarred with Ministry of Communication or BSNL or debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE), MoF dated on 2nd Nov 2021 as on

Bid submission date. If the bidder is found to have been blacklisted by any authorities mentioned above at any stage of the tender or during supply, action shall be taken by BSNL as per tender terms and conditions.

Note- If the bidder company is formed with same or part management of another company which has been black-listed/ banned by Ministry of Communication or BSNL or debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) for the period covering bid submission date, then the credentials of this black-listed/ banned company shall not be considered to meet any of the eligibility criteria.”

- 2.6 “The bidder must comply with the restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017. Any bidder ToT partner from a country which shares land border with India will be eligible to bid if the bidder is registered with the competent authority as specified in Annexure-I of O.M.No.7/10/2021-PPD (1) Dated 23.02.2023 from Department of Expenditure, Ministry of Finance. The bidders (including their consortium partners) shall submit an undertaking as per Section-6(C) in this regard.”
- 2.7 “Public Procurement (Preference of Make in India) –Latest PMI guidelines issued vide OM No. P-45021/2/2017-PP(B.E.-II)-Part IV (Vol-II) dated 19th July, 2024 and subsequent amendments, if any, are applicable for the tender”

3 COST OF BIDDING

- 3.1 The bidder shall bear all costs associated with the preparation and submission of the bid. BSNL will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4 DOCUMENTS REQUIRED

- 4.1 The detailed list of services required to be provided by the bidder, bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.
- 4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/ amendments/ agenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

5 CLARIFICATION OF BID DOCUMENTS

- 5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify BSNL in writing by Fax &by Email(both) to tender inviting authority as indicated in the invitation of Bid. BSNL shall respond in writing to any request for the clarification of the Bid Documents, which it receives latest upto 14 days from issue of Notice for EOI. Copies of the query (without identifying the source) and clarifications by BSNL shall be sent to all the prospective bidders who have received the bid documents. (Format for submission of queries in Excel sheet only)
- 5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant Clauses of the bid documents.

6 AMENDMENT OF BID DOCUMENTS

- 6.1 BSNL may, for any reason, whether at its own initiative or in response to a clarification requested by

a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.

- 6.2 The amendments shall be notified in writing by email or by Addendum through <https://etenders.gov.in> portal to all prospective bidders on the address intimated at the time of purchase of the bid document from BSNL and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, BSNL may, at its discretion, extend the deadline for the submission of bids suitably.

7 DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall ensure availability of the following components:

- a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the Clause 2 & 10.
- b) EMD/Bid Security furnished in accordance with Clause 12.
- c) A Bid form and price schedule completed in accordance with Clause 8 & 9.

8 BID FORM

- 8.1 The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the services to be provided along with the prices as per Section- 9

9 BID PRICES – As per Clause 2.1 of Section-1.

10 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION -

- 10.1. The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, **as mentioned in the clause 3 of Section-3 or whichever is required as per eligibility terms and conditions of Bid Documents.**

11 DOCUMENTS ESTABLISHING SERVICES' CONFORMITY TO BID DOCUMENTS

- 11.1 Pursuant to Clause 7 of this Section, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all services which he proposes to supply under the contract.
- 11.2 The documentary evidences of the "services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:
- (a) A Clause-by-Clause compliance on the Purchaser's Job Specifications and Commercial Conditions demonstrating substantial responsiveness to the Job Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Job Specifications and Commercial Conditions shall be given by the bidder. Alternatively, the bidder can sign on each page along with seal as mentioned in the bottom of each page, which will be taken as the clause by clause compliance. A bid without Clause-by-Clause compliance of the Scope of Work, Section 3, General (Commercial) Conditions & Special (Commercial) Conditions, General Conditions (Section-5 Part A, B) shall not be considered.

12. BID SECURITY / EMD

- 12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(Detailed Notice

for EOI).

- 12.2** (A). The MSME bidders, refer clause 5.6 of Section -1
(B) The Non-MSE bidders - The Bidder should submit EMD for each CSC of amount as per the category

of CSC they are bidding for, as given below:

- Category I- Rs. 50,000/-
- Category II- Rs. 25,000/-
- Category III- Rs. 10,000/-

- 12.3** The bid security is required to protect BSNL against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.
- 12.4** A bid not secured in accordance with Para 12.1 and 12.2 shall be rejected by BSNL being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders and returned to the bidder unopened(for manual bidding process)
- 12.5** The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by BSNL pursuant to Clause 13.
- 12.6** The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance work order satisfactorily in accordance with Clause 27 and furnishing the performance security.
- 12.7** The bid security may be forfeited:
- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
 - b) If the bidder does not accept the AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with Clause 28.

13. PERIOD OF VALIDITY OF BIDS

- 13.1** Bid shall remain valid for period specified in Clause 2 of Tender Information as mentioned in Section-2. A bid valid for a shorter period and if on pointing out by BSNL for same, the bidder does not undertake to make his bid valid for required duration, then the bid shall be rejected by BSNL and treated as non-responsive.
- 13.2** In exceptional circumstances, BSNL may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause 12 shall also be suitably extended. The bidder may refuse the aforesaid request without risk of forfeiture of its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

14. FORMAT AND SIGNING OF BID

- 14.1** The bidder shall submit his bid online, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, by hand signatures by the authorized person, and then handed over in a proper envelope in the MM cell, O/o GM(CFA), BSNL, Chennai Telephones. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.
- 14.2** The bid shall contain no interlineation's, erasures or overwriting except as necessary to correct

errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be manually signed by the person or persons signing the bid.

14.3 Power of Attorney

- a. The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- b. The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- c. In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- d. In case, authorized signatory of the bid(i.e. PoA holder) is different than the person who submits the bids, then the power of Attorney should also include the name of this person submitting bids

15. SEALING AND MARKING OF BIDS (In case of any conflict in instructions mentioned in this clause, and clauses in Section-4 Part-C, the clauses in Section-4 Part-C will prevails)

15.1 The bid should be submitted as per Clause 3 of tender information in Section-2.

15.1.1 The bids are being called under Single Stage Bidding & Two stage opening using two Envelope System.

The details of sealing & marking of bids in each case is given below:

15.1.2 In Single stage bidding & single envelope system, the bidder shall submit all the documents specified for Techno-commercial bid & Financial bid in a single envelope -Not applicable for this tender.

15.1.3 In Single stage bidding & two envelopes system the bidder shall submit his bid in two parts; (Refer Section-4 Part C))

The First part will be named as Techno-commercial bid. This part will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions as per Clause 2 & 10 with Bid Security as per Clause 12. Second part will be named as financial bid containing Price Schedules as per Section 9 Part B. Both parts shall be bid online only.

15.2 Venue of Tender Opening:

O/o GM(CFA),MM CELL 4th floor,KK Nagar Telephone Exchange ,BSNL ,Chennai-78.

at specified time & date as stated in NIT.If due to administrative reasons, the venue of Bid opening is changed, it will be displayed prominently on BSNL website, e-tender portal(as the case may be).

15.3 If both the bids are not submitted as required at para 15.1, the bid shall be rejected.

15.4 The bidder shall submit, as a part of his bid, the bid documents (in original) duly signed on each and every page, establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract. (Note: The Bidder is advised to keep a photocopy (at his own cost) of the bid documents for his own reference.) All the documents submitted by bidder in support of his bid, shall constitute the part of the bid. Bidder has to sign on each & every page of submitted documents, establishing the conformity of the submitted documents.

15.5 The bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors

made by the bidder in which case the person or persons signing the bid shall sign such corrections with date.

- 15.6 The Bidder will be bound by all terms, conditions, construction practice and specifications as detailed in this Bid Document.
- 15.7 Unsigned or partial signed Bid shall be rejected.

16. SUBMISSION OF BIDS

- 16.1** Bids must be submitted online only by the bidders on or before the specified date & time indicated in Clause 6 of Section-1 i.e. Detailed Notice for EOI (DNEOI).
- 16.2** BSNL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with Clause 6 in which case all rights and obligations of BSNL and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

17. LATE BIDS

- 17.1 No bid shall be accepted after the specified deadline for submission of bids prescribed by BSNL.

18. MODIFICATION AND WITHDRAWAL OF BIDS

- 18.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.
- 18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated (in case of e-tendering) & physically (in case of manual bidding process) as per Clause 15.
- 18.3 Subject to Clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

19. OPENING OF BIDS BY BSNL

- 19.1** BSNL shall open bids in the presence of the authorized representatives of bidders online who chose to attend, at time & date specified in Clause 6 of DNEOI(Section-1) on due date.
- 19.2** The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in enclosed in Section-7 C).
- 19.3** A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 19.4** Name of envelopes to be opened & information to be read out by Online Bid Opening Committee

In Single stage bidding & two envelopes system, the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids. Thereafter the CET will evaluate Techno-commercial bids & the report of CET will be approved by competent authority. The financial bids of those bidders, who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno commercially eligible bidders/authorized representatives by sending them a suitable notice.

(Information as per electronic forms shall be populated as comparison chart on e-tender system and no information shall be read out)

- 19.5 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

20. CLARIFICATION OF BIDS

- 20.1 To assist in the examination, evaluation and comparison of bids, BSNL may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.
- 20.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However BSNL at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

21. PRELIMINARY EVALUATION

- 21.1 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of taxes, etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points.
- 21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.
- 21.4 Prior to the detailed evaluation pursuant to Clause 21, BSNL will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these Clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. BSNL's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.5 A bid, determined as substantially non-responsive will be rejected by BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.6 BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS -

- 22.1 The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net amount paid to BSNL on the prices of the services offered excluding GST, as per the price schedule in the Section -9 Part B of the Bid Document after arithmetical correction in the manner laid down in clause 21.2 above.

23. CONTACTING BSNL

- 23.1 Subject to Clause 20, no bidder shall try to influence BSNL on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 23.2 Any effort by a bidder to modify its bid or influence BSNL in BSNL's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

24. PLACEMENT OF ORDER

- 24.1 BSNL shall consider awarding the O & M of CSC contract to those eligible bidders after selection by selecting committee. The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.

25. BSNL'S RIGHT TO VARY number of CSC contracts.

- 25.1. The CGM BSNL, CHENNAI TELEPHONES Circle reserves the right to offer the contract to any other tenderer or any other agency in case of unsatisfactory work. The CSC Franchisee should carry out the work to the satisfaction of BSNL officer in charge and in the event of his failure the CSC works will be got done from some others/own at the cost of the CSC Franchisee and payment will be settled on prorated Basis.
- 25.2. The decision of CGM BSNL, CHENNAI TELEPHONES Circle on any matter connected to this tender is final binding.

26. BSNL's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The BSNL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of BSNL's action.

27. ISSUE OF ADVANCE WORKORDER

- 27.1. The issue of an Advance Work Order shall constitute the intention of BSNL to enter into contract with the bidder.
- 27.2. The bidder shall within 14 days of issue of the advance work order, give its acceptance along with performance security in conformity with the Performa provided with the bid document at Section-7B.
- 27.3. In the event of withdrawal of AWO/LOI, subsequent claim of bidder for placement of Work Order/signing of contract, shall not be entertained by this office.

28. SIGNING OF CONTRACT

- 28.1 The issue of Work Order (WO) shall constitute the award of contract on the bidder.
- 28.2 Upon the successful bidder furnishing performance security pursuant to Clause 27 of this Section, the BSNL shall discharge the bid security in pursuant to Clause 12 of this Section.

29. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of Clause 27 & 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the BSNL may make the award to any other bidder on its discretion or call for new bids.

30. QUALITY ASSURANCE (QA) REQUIREMENTS –

The quality of services to BSNL Customers and Aadhaar services availing residents shall be maintained by Bidders. The number of counters as per requirements shall be maintained as decided by BA Head.

31. **REJECTION OF BIDS**

- 31.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following Clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.
- a) Clauses 12.1 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clause 12.1 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
 - b) Clause 2 & 10 of Section-4Part A: If the eligibility condition as per Clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of Section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
 - c) Clause 11.2 (c) of Section-4 Part A: If Clause-by-Clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation– This Clause is Not Applicable
 - d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
 - e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.
- 31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in Clause 31.1(a), 31.1(b) of Section-4PartA, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of work order against the instant tender.
- 31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days, notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

32. **ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT.**

As per Appendix-1 to Section 4 Part A.

33. **NEAR-RELATIONSHIP CERTIFICATE**

33.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the BSNL units*

In case of bidder being proprietorship firm, this certificate will be given by the proprietor. For partnership firm, the certificate will be given by all the partners.

In case of bidder being Company/Limited company the certificate will be given by all the Directors of the company, but excluding following:

Government of India/ Financial institution nominees and independent non-Official part time Directors, appointed by Govt. of India or the Governor of the state and

Full time Directors of PSUs, both Central and State

Due to any breach of these conditions or incorrect declarations by the bidder [Company or firm or any other person], the tender /bid submitted will be cancelled and Bid Security will be forfeited at any stage, whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

*Unit, shall be taken as following:

In case of any near relative of the bidder being non-executive employees, the “BSNL unit” is defined as “Business Area (BA)”.

In case of any near relative of the bidder being executive (up to AGM/STS level), the “BSNL unit” is defined as “BSNL Circle”.

In case of any near relative of the bidder being higher executive (DGM/JAG or higher), “BSNL unit” is defined as “BSNL as a whole”.

33.2 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).

33.3 The format of the certificate is given in Section-6 Part B of Tender Enquiry.

34. **VERIFICATION OF DOCUMENTS AND CERTIFICATES**

The bidder will ensure that all the documents and certificates, including experience/ performance and self-certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then BSNL will take action as per Clause-1 of Appendix-1 of this Section.

Note for Tender opening Committee:

- At the time of tender opening, the TOC will check/ verify that the documents conforming to eligibility part are submitted by the participant bidder duly authenticated by the authorized signatory to obviate any possibility of doubt and dispute and maintain veracity of the documents / papers/ certificates.
- The documents/ papers to be submitted in respective bid part have been explicitly stated in Clause-7 of Section-4 Part A.
- This opened bid part which is already signed by the authorized representative of the bidder company during bid submission will be signed by the tender opening committee on hard copy and preserve it along with the bids received online in case of e-tendering.
- These papers will be treated as authentic one, in case of any dispute.

35. Security Clause as per latest guidelines and requirement –

Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed and appropriate Clauses shall be added in all bid documents. Necessary guidelines in this regard shall be issued separately.

Appendix-1 to Section 4 Part A

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 bidder for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Termination/ Short Closure of WO, if issued. This implies non-acceptance of further work & services except to make the already received complete work in hand.
	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 AWO/ issue of WO.	
Note 1:- However, in this case the performance guarantee if alright will not be forfeited.		
Note 2:- Payment for already received completed work shall be made as per terms & conditions of WO.		

1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with GST, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	(i) If detection of default is prior to award of AWO	i) Rejection of Bid & ii) Forfeiture of EMD.
	(ii) If detection of default after issue of AWO but before receipt of PG/ SD (DD,BG etc.)	i) Cancellation of AWO , ii) Rejection of Bid & iii) Forfeiture of EMD.

S. No.	Defaults of the bidder / vendor.	Action to be taken
1(b) cont d.	(iii) If detection of default after receipt of PG/ SD (DD,BG etc.) .	i) Cancellation of AWO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.
	(iv) If detection of default after issue of WO	i) Termination/ Short Closure of WO and Cancellation of AWO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
	Note 3:- However, settle bills for the services received if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	

	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of AWO and SD/ PG by H-1 bidder within time period specified in AWO.	Forfeiture of EMD.
4.1	Failure to execute the work at all even in extended delivery schedules, if granted against WO.	i) Termination of WO. ii) Under take work in accordance with Clause 15 Section 5B at the risk of defaulting bidder iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to execute the work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of WO to the service already received by BSNL and/ or in pipeline provided ii) Under take work in accordance with Clause 15 Section 5B at the risk of defaulting bidder iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting bidder.
5	The site does not meet the Service Levels as mentioned in the WO/Contract.	Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
6	Submission of claims to BSNL against a contract	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' Clause 21 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	(a) for amount already paid by BSNL .	
	(b) for amount higher than that approved by BSNL for that service.	
	Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.	
Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.		
7	a) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.	Legal action will be initiated by BSNL against the Vendor if required.
	b) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	
	c) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	

	d) undertakes any action that affects/ endangers the security of India.	
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	<p>i) Termination/ Short Closure of the WO.</p> <p>ii) Settle bills for the service received if pending work does not affect the working or use of the services received</p> <p>iii) Under take work in accordance with Clause 15 Section 5B at the risk of defaulting bidder</p> <p>iv) In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part).</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<p>i) Termination/ Short Closure of the WO.</p> <p>ii) Settle bills for the service received if pending work does not affect the working or use of the services received</p> <p>iii) Under take work in accordance with Clause 15 Section 5B at the risk of defaulting bidder</p> <p>iv) In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part).</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) in-spite of order of Arbitrator.	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p> <p>iii) Take legal recourse i.e. filing recovery suite in appropriate court.</p>
	b) in-spite of Court Orders.	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>

11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ GST Authorities / Custom Departments recommends such a course.	Take Action as per the directions of CBI or concerned department.
12	<p>The following cases may also be considered for Banning of business:</p> <p>(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.</p> <p>(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.</p> <p>(c) If the vendor/ supplier fails to submit required documents/ information, where required.</p> <p>(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.</p>	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
Note 8:-In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
Note 9:Banning of Business dealing order shall not have any effect on the existing/ ongoing works which will continue along with settlement of Bills.		

SECTION-4 Part B

SPECIAL INSTRUCTIONS TO BIDDERS

The Special Instructions to Bidders shall supplement the 'Instructions to Bidders' and in case of any conflict with those in Section-4 Part A i.e. GENERAL INSTRUCTIONS TO BIDDERS (GIB), the provisions herein shall prevail.

1. Evaluation

1.1. The evaluation process comprises the following three (3) steps:

Step I: Fulfillment of requirements of Eligibility criteria, EMD and tender fee.

Step II: Evaluation of Bidder's fulfillment of Qualification Requirements as per Clause 4 Section 1 DNEOI

Step III: Selection of Successful Bidder

1.2. Step I - Responsiveness check of Techno-Commercial Bids

1.2.1. The Techno-Commercial Bid submitted by Bidders shall be scrutinized to establish responsiveness to the requirements laid down in Clause-4 of Detailed Notice for EOI.

1.2.2. Any of the following may cause the Bid to be considered "Non-responsive", at the sole discretion of BSNL.

- a. Bids that are incomplete i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution as per Clause 5, format for disclosure, valid EMD;
- b. Bid not signed by authorized signatory and / or stamped in the manner indicated in this Bid Document;
- c. Material inconsistencies in the information/ documents submitted by the Bidder, affecting the Qualification Requirements;
- d. Information not submitted in formats specified in the Bid Document
- e. Bid not providing information/ document to satisfy Qualification Requirements;
- f. Bidder not meeting the criteria mentioned in Clause 4 of Section 1 DNEOI of this Document
- g. A Bidder submitting more than one Bid for the same Cluster;
- h. Bid validity being less than that required as per Clause 13 Section 4A of this Bid Document;
- i. Bid being conditional in nature
- j. Bid not received (Electronic and offline) by due date and time as specified in Clause 6 of DNEOI;
- k. More than one Bidding Company using the credentials of the same Parent /Affiliate;
- l. Bidder delaying in submission of additional information or clarifications sought by BSNL.
- m. Bidder makes any misrepresentation of facts.
- n. Bid not accompanied by valid EMD

1.2.3. Each Bid shall be checked for compliance with the submission requirement set forth in this Bid Document before evaluation of Bidder's fulfillment of Qualification Requirement is taken up.

1.3. Step II - Evaluation of Bidder's fulfillment of Qualification Requirements as per Clause 4 Section 1 DNEOI

1.3.1. After ensuring EMD with respect to its amount and validity; evaluation of Bid will be carried out

based on the information furnished by the Bidder as per the prescribed Formats in Section 7 and related documentary evidence in support of meeting the Qualification Requirements as specified in Clause-4 of Section 1 DNEOI

- 1.3.2. Price Bid of only those bidders will be opened whose Techno-Commercial qualification requirement, prima facie meets the Qualifying Criteria. However, if at later stage it is found that Techno-Commercial bid doesn't meet the qualification criteria, bid can be rejected at sole discretion of BSNL.

1.4. Step III – Selection of Successful Bidders

- 1.4.1. Only the bids qualifying in Step II above, shall be financially evaluated for respective cluster, in this stage, on basis of their quote as per financial schedule in Section 9 Part-B.
- 1.4.2. Successful Bidder shall unconditionally accept the AWO, issued by BSNL, within 14 days of issue of AWO.
- 1.4.3. If the Successful Bidder, to whom the AWO has been issued, does not accept the AWO unconditionally, BSNL reserves the right to annul the award of the Letter of Intent to such Successful Bidder and forfeit EMD (in case of H-1 bidder).
- 1.4.4. It shall not be binding upon BSNL to accept the highest bid as successful.
- 1.4.5. It shall not be obligatory on the part of BSNL to furnish any information or explanation for cause of rejection of Bid or part of the Bid. Notwithstanding anything stated above, BSNL reserves the right to assess the credibility, capability and capacity of the bidders and viability of the Proposal to perform the contract should circumstances warrant such an assessment in the overall interest of BSNL and Bidder shall furnish all other required documents to BSNL.
- 1.4.6. BSNL reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this Bid Document and make its own judgment regarding the interpretation of the same. In this regard BSNL shall have no liability towards any Bidder and no Bidder shall have any recourse to BSNL with respect to the selection process.
- 1.4.7. BSNL shall evaluate the Bids using the evaluation process specified above, at its sole discretion.
- 1.4.8. BSNL's decision in this regard shall be final and binding.

E-tendering Instructions to Bidders

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>

1. REGISTRATION

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2. SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

2) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

3) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

4. SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders,

opening of bids etc. The bidders should follow this time during bid submission.

- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5. ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

0120-4200 462/4001 002/4001 005

International Bidders are requested to prefix +91 as country code

Email Support:

For any issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical – support-eproc@nic.in

Policy Related – cphp-doe@nic.in

For any technical related queries please call at NIC Help Desk Number (between Monday to Friday, 9 AM to 5 PM)

CPPP-nic@nic.in +91 1124305265

6. E-RA Instructions available on CPPP, shall be followed, if RA is applicable for tender (Refer Section-2)

SECTION-5 Part A
GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

The general condition shall apply in contracts made by the purchaser for the procurement of goods/ services.

2. PATENT RIGHTS

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in Indian Telecom Network.

3. PERFORMANCE SECURITY

- 3.1 All successful bidders shall furnish performance security to the purchaser for an amount equal as mentioned in clause no. 6.2 of Section-3, within 14 days from the date of issue of Advance Purchase Order by the Purchaser.
- 3.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 3.3 The performance security Bond shall be in the form of either FD/DD in favour of BSNL COBA COLLECTION ACCOUNT and payable at Chennai or in form of Bank Guarantee issued by a scheduled Bank in India and in the perform provided in 'Section-7B of this Bid Document.
- 3.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.
- 3.5 The performance security deposit with the BSNL will be considered for adjustment against penalties, any other statutory levies and any loss to BSNL properties, if any reported, at the time of final conclusion of the contract and final settlement of account.
- 3.6 In case it is found that a bidder has submitted a fake/ forged bank instrument towards performance security deposit (say PBG), then, actions as per clause 1 (a) of Appendix -1 to Section 4 Part-A shall be applicable.

4. PAYMENT TERMS- Refer Clause- 5 of Section-2

5. DELAYS IN THE SUPPLIER'S PERFORMANCE- Please refer term & conditions in the agreement.

6. PENALTY—as per clause 7 of section -3.

7. FORCE MAJEURE

- 7.1 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.

- 7.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

8. ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT.

- 8.1 In case of default by Bidder(s)/ Vendor(s) such as

- (a) Failure to deliver services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 5 of this section;
- (b) Failure to perform any other obligation(s) under the Contract; and
- (c) Equipment does not perform satisfactory in the field in accordance with the specifications;
- (d) Or any other default whose complete list is enclosed in Appendix-1 of Section-4, Part-A;

Purchaser will take action as specified in Appendix-1 of Section-4, Part-A.

9. ARBITRATION

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

- 9.2 A part wishing to commence arbitration proceeding shall invoke 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.

- 9.3 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 Rs. 5Lakhs to Rs.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 Rs.5 Crores	3 Arbitrators	One arbitrator by each party and the 3 rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators.

9.4 Neither party shall appoint its serving employee as arbitrator.

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

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

9.7 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 up to Rs. 5 Crores.

9.8 Fast Track Procedure –

9.8.1 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).

9.8.2 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.

9.8.3 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 any 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.

9.8.4 The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.

9.8.5 If the award is not made within the period specified in sub-section (4), the provisions of sub-Sections (3) To (9) of section 29 A shall apply to the proceedings.

9.8.6 The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.

9.8.7 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 the arbitral tribunal enters upon the reference)
Up to Rs 5 Crores	Within 6 months (Fast Track procedure)
Above Rs.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.

- 9.8.8 In case 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.

- 9.8.9 The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case may be).

- 9.8.10 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.

- 9.8.11 Disputes up to Rs 5 Lakhs shall be referred to Fast Track arbitration.

10. SET OFF

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the Purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL.

11. COURT JURISDICTION

- 11.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.

- 11.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under.

“This Contract/ PO is subject to jurisdiction of Court at Chennai only”.

12. General Guidelines:-

The General guidelines as contained in General Financial Rules(GFR)as amended from time to time on works, procurement of goods and services and contract management respectively will also be referred to as guiding principles.

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

The Special (Commercial) Conditions of Contract (SCC) shall supplement General (Commercial) Conditions of Contract (GCC)) as contained in Section 5 Part A and wherever there is a conflict, the provisions herein shall prevail over those in Section 5 Part A i.e. General (Commercial) Conditions of Contract (GCC).

1. The successful Bidder / contractor (CSC managing partner) shall submit a Non-Disclosure Agreement, as per Annexure-II, if the work is awarded to them.

2. Safety of Labour and BSNL property:-

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

- 2.1 The contractor shall obtain / purchase all required insurances and make all safety arrangements required for the worker engaged by him at his own cost. All consequences due to negligence or due to lapse of security/safety or otherwise shall remain with the contractor. BSNL shall not be responsible for any mishap, injury, accident or death of the contractor's staff directly or indirectly. All liabilities arising out of accident or death while on duty shall be borne by the contractor. No claims in this regard shall be entertained / accepted by the BSNL.
- 2.2 The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards / flags and providing barriers etc. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work. Nothing extra shall be paid on this account.
- 2.3 Contractor shall be fully responsible for any damages caused to BSNL / Government/ private /other operators property / Injuries public at large/ loss of life by him or his worker in carrying out the work and the same shall be rectified / compensated by the contractor at his own cost.
- 2.4 It will be sole responsibility of the contractor that the men deployed for the purpose of Operations & Maintenance of BSNL CSCs with BSNL are to be trained to avoid any mishap, directly or indirectly.
- 2.5 On account of security considerations or on account of convenience of office staff, there could be some restrictions on the working hours or movement of vehicles for transportation of materials. The contractor shall be bound of follow all such restrictions and just the program for execution accordingly.
- 2.6 The contractor should carry out the work to the satisfaction of BSNL officer in charge and in the event of his failure the tendering authority reserves the right to offer the contract to any other tenderer or any other agency in case of unsatisfactory work at the cost of the contractor and payment will be settled on prorata Basis.
- 2.7 The contractor should engage workers with proven integrity to carry out the contract work. He/His worker should vacate premises after the completion of contract work.
- 2.8 The contractor shall be solely responsible for payment and compensation under WC act 1923 as in force from time to time applicable in the event of accident causing injury/death to his workers and GM SSA shall not involve in any manner.

- 2.9** No documents, towards compliance of aforesaid requirements, will be required to be submitted by bidder to BSNL paying authority for settlement of their payment invoices but the contractor must comply all requirements as per applicable Law/ Acts etc.
- 2.10** The decision of Head of SSA/BA on any matter connected to this tender is final & binding on bidder.
3. **EPF Payment:** The contractor shall be liable to meet and fulfill the provisions of EPF & Misc. Provision Act 1952, Employees Provident Fund Scheme 1952 and Employees State Insurance Act. The Contractor should pay the EPF/ESI monthly premium due for workers engaged by him for the contract work, to nearby EPF/ ESI offices preferably in Tamil Nadu State.
4. The contractor shall comply with the provisions Payment of Wages Act 1936, Minimum Wages Act, 1948, Employees' Liability Act 1947, Maternity Benefits Act 1961, and the Contract Labor (Regulations & Abolitions) Act 1970 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The Contractor shall indemnify BSNL against payments made under and for the observance of the Laws aforesaid. Regulations aforesaid shall be deemed to be a part of the contract and any breach shall be deemed to be breach of contract.
5. The contractor shall take all necessary actions to safeguard BSNL building from fire accidents. He/ She shall follow directions issued by BSNL building in-charge from time to time.
6. Recovery of damage done to BSNL properties: The Contractor shall be liable for recovery of damage done by him or his staff to BSNL properties except normal wear and tear during operations of CSCs. The decision of BA head shall be final in this regard and shall be binding on the contractor.

SECTION-6

UNDERTAKING & DECLARATION

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

a) Certified that:

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

b) The tenderer hereby covenants and declares that:

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

Date:

.....
Signature of Tenderer

Place:

Name of Tenderer
Along with date & Seal

6 (B) – NEAR RELATIONSHIP CERTIFICATE:

(Format of the Certificate to be given as per the clause 34.4 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)

NEAR-RELATIONSHIP CERTIFICATE:

(Format of the Certificate to be given as per the clause 34.3 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)

** I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the tender document is/are employed in any BSNL Unit as defined in the clause in the Tender Enquiry, on Near relationship.*

OR

** Following are the details of near relatives working with the BSNL.*

<i>S. No.</i>	<i>Name of the Relative</i>	<i>Designation</i>	<i>Name of the Unit (Office & section of BSNL) where working</i>

** Strike off whichever is not applicable.*

In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signature of the Proprietor/ Partners/ Directors of the tenderer entity

Reference 1: BSNL Tender Enquiry

**No.....issued
on**

**Reference 2: Department of Expenditure Office Memorandums (OMs) No.
7/10/2021- PPD (1) dated 23rd February 2023 and its subsequent
Clarification, if any .**

I, in capacity of authorized signatory of M/s.....(Name of the company) having Regd.

Office at...

being

a participant bidder in BSNL T.E cited at reference 1 above, do hereby declare that I have read and understood all the clauses regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defense of India and National Security issued vide OM cited at reference 2 above, on procurement from bidders from a country or countries which shares a land border with India. It is declared that we fulfil all the requirements in this regard and are eligible to be considered for the Tender Enquiry under reference 1 above.

Further, we undertake that we will also abide by all the requirements of cited OMs during the entire contract period.

(Name of the authorized signatory) Signature

Designation in

Company Seal / Stamp

of Company

Counter signed by Company Secretary of the Company with seal / stamp

SECTION- 7

PROFORMAS

7(A) For the BIDSECURITY/EMD Guarantee

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

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

Whereas M/s having registered office at (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs./- (hereafter known as the "B. G. Amount") valid up to /...../ 20.... (hereafter known as the "Validity date") in favour of PGM(CFA),CHTD..... (Hereafter referred to as BSNL) for participation in the tender of work of vide tender no.

Now at the request of the Bidder, We Bank Branch having (Address) and Regd. office address as (Hereinafter called 'the Bank') agrees to give this guarantee as hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.
5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the

Read, Understood and Accepted

Page 60 of 99

Signature and Seal of Bidder

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

6. Notwithstanding anything herein contained;
- (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of BSNL COBA COLLECTION ACCOUNT, payable at Chennai.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers.....

7(B) For the Performance Guarantee
(To be typed on Rs.100/- non-judicial stamp paper)

Dated:.....

Sub: Performance guarantee.

Whereas(hereafter referred to as BSNL) has issued an AWO no. Dated/...../20.... awarding the work of to M/s R/o (hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour of ...PGM(CFA),CHTD.....of Rs./- (hereafter referred to as "P.G. Amount") valid up to/...../20.....(hereafter referred to as "Validity Date")

Now at the request of the Bidder, We BankBranch having (Address) and Regd. office address as (Hereinafter called 'the Bank') agreed to give this guarantee as hereinafter contained:

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

Read, Understood and Accepted

Page 62 of 99

Signature and Seal of Bidder

6. Notwithstanding anything herein contained ;
- (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
- (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of BSNL COBA COLLECTION ACCOUNT payable at Chennai.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers.....

7 (C) For Letter of Authorization for attending Bid Opening Event.

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

Subject: Authorization for attending Bid opening

I/ We Mr. /Ms. have submitted our bid for the tender no. in respect of (Item of work) which is due to open on (date) in the Meeting Room, O/o

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

.....

Signature of the Representative

.....

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

Name of the Representative

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

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

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

Read, Understood and Accepted

Signature and Seal of Bidder

Section 7 (D)

FORMAT FOR BID SECURITY IN FORM OF INSURANCE SURETY BOND

(To be submitted on non-judicial stamp paper of appropriate value)

Insurance Surety Bond for Bid Security

Whereas M/s R/o (Hereafter referred to as Principal) has approached us for giving a Surety of Rs./- (hereafter known as the "Surety Amount") valid up to / / 20.... (hereafter known as the "Validity date") in favour of ...PGM(CFA),CHTD..... (Hereafter referred to as BSNL) for participation in the tender of work of..... vide tender no.

Now at the request of the Principal, We Insurance Company Limited, registered under the Insurance Act, 1938, with its Corporate office, and Registered/Head Office (the "Surety") to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & IRDA Guidelines issued vide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

2. We, the Surety, do hereby undertake to pay the amounts due and payable under this Surety without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said Principal of any of terms or conditions contained in the said tender Agreement or by reason of the Principal's failure to honour its bid submitted to perform the said works. Any such demand made on the Surety shall be conclusive as regards the amount due and payable by the Surety under this Surety where the decision of the BSNL in these counts shall be final and binding on the Surety. However, our liability under this Surety shall be restricted to an amount not exceeding the "Surety Amount".
3. We, the Surety, undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the Principal in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Principal shall have no claim against us for making such payment.
4. We the Surety, further agree that the Surety herein contained shall remain in full force and effect during the period that would be taken for the performance of the said tender agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said tender Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said tender Agreement have been fully and properly carried out by the said Principal and accordingly discharge this Surety. Unless a demand or claim under this Surety is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this Surety thereafter.
5. We the Surety further agree with the BSNL that the BSNL shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said tender Agreement or to extend time of performance by the said Principal from time to time or to postpone for any time or from time to time, any of the powers

Read, Understood and Accepted

Page 65 of 99

Signature and Seal of Bidder

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

6. Notwithstanding anything herein contained:

- (a) The liability of the Surety under this Surety bond is restricted to the "Surety Amount" and it will remain in force up to its Validity date specified above.
- (b) The Surety shall stand completely discharged and all rights of the BSNL under this Surety shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. In case BSNL demands for any money under this Surety Bond, the same shall be paid through Banker's Cheque in favour of BSNL COBA COLLECTION ACCOUNT, payable at Chennai or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.

8. The Surety declares that the below mentioned officer who have signed it on behalf of the Surety, have authority to give this Surety under its delegated power.

Place:

Date: (Signature of the Insurance Company Officer)
Rubber stamp of the Insurance Company

Authorized Power of Attorney Number:

Name of the officer:

Designation:

Official Email ID:.....

Complete Postal address of Insurance Company:

Telephone Numbers

Fax numbers

Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by BSNL.

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

Section 7 (E)

Performance Guarantee Surety Bond

(To be submitted on non-judicial stamp paper of appropriate value)

To ,
DGM (MM) BSNL, CHTD

Surety Bond No :
Surety Bond Issue dt :
Bond Claim Period :

Dear Sir / Madam,

Whereas(e.g. AGM (MM) BSNL ---- R/o MM cell, -----) (hereafter referred to as BSNL) has issued an APO/AWO no. Dated awarding the work of (the "Agreement") to M/s, R/o (hereafter referred to as "Principal") and BSNL has asked Principal to submit a performance guarantee in favour of PGM(CFA),CHTD,BSNL of INR (hereafter referred to as "Bond Amount") valid up to dd.mm.yyyy (hereafter referred to as "Validity Date")

Now at the request of the Principal, We Insurance Company Limited,registered under the Insurance Act, 1938, with its Corporate office, and Registered/Head Office (the "Surety") to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & IRDA Guidelines issuedvide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

2. The Surety do hereby undertake and assure to the BSNL that, if in opinion of BSNL the Principal in any way fails to observe or perform the terms and conditions of the Agreement or commits any breach of its obligations there-under, the Surety shall on demand and without any objection or demur pay to the BSNL such sum or sums up to an aggregate sum of the Bond 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 Surety to pay the same.

3. Any such demand from the BSNL shall be conclusive as regards the liability of Principal to pay to BSNL or as regards the amount payable by the Surety under this Surety Bond. The Surety shall not be entitled to withhold payment on the ground that the Principal 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 Principal and BSNL regarding the claim.

4. The liability of the Surety under this Surety Bond is restricted to the Bond Amount and this Surety Bond shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.

5. The Surety further agrees that the BSNL shall have the fullest liberty without the consent of the Surety and without affecting in any way the liability of the Surety under this Surety Bond to vary any of the terms and conditions of the Agreement or to extend the time for the performance contained in the Agreement from any of the powers exercisable by BSNL against the Principal and to forebear from enforcing any of the terms and conditions relating to the Agreement and the Surety shall not be relieved from its liability by reason of such failure or extension being granted to Principal or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Principal or any other

Read, Understood and Accepted

Page 67 of 99

Signature and Seal of Bidder

matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Surety.

6. In case BSNL demands for any money under this Surety Bond, the same shall be paid through banker's Cheque in favour of "AO (Cash) BSNL ----" payable at ---- or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.

7. The Surety guarantees that the below mentioned officers who have signed it on behalf of the Surety have authority to give this Surety Bond under its delegated power.

Notwithstanding anything contained herein above:

1. Our Liability under this Surety Bond shall not exceed INR
(Rupees: Only).

2. This Surety Bond shall be valid upto(Validity date)

3. Further a claim period of 3(three) months from the Validity date of the Surety Bond is available to make a demand under this Surety Bond. We are liable to pay the Bond Amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before (Date of claim period if any).

4. At the end of expiry of the Validity Date (including claim period), unless an action to enforce the claim under this Surety Bond is initiated before the Court or Tribunal on or before 12 months after the expiry of the Validity Date (including claim period), all your rights under this Surety Bond shall stand extinguished and we shall be relieved and discharged from all our liabilities and obligations under this Surety Bond irrespective of return of original Surety Bond

Place:

Date:

(Signature of the Surety)

Rubber stamp of the Surety

Authorized Power of Attorney Number:

Name of the Surety officer:

Designation:

Complete Postal address of Surety:

.....

Telephone Numbers

Fax numbers

Email ID (only official Email ID).....

Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by BSNL.

.....

.....

.....

Read, Understood and Accepted

Page 68 of 99

Signature and Seal of Bidder

Section 7 (F)

Format for Self-Certification regarding Local Content (LC) for Telecom Product, Services or Works to be submitted on non-judicial stamp paper of the value Rs. 100/-

Date:

I _____ S/o, D/o, W/o, Resident of _____ do hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No: _____ dated _____.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India, **I and my Statutory auditor or cost auditor (if applicable) will be liable for actions as specified in Clause (9) of the DPIIT PPP-MII Order dated 19.07.2024 for all incorrect/false facts and figures.**

I agree to maintain detailed breakup / information (separately for each product) to substantiate my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any authority. I shall also maintain records of local content pertaining to items bought from other domestic manufacturers / traders.

[Please provide following information]

- i) Name and details of the local supplier (Registered Office, Manufacturing unit location, nature of legal entity)
- ii) Date on which this certificate is issued
- iii) Telecom Product/Services/Works for which the certificate is produced
- iv) Procuring agency to whom the certificate is furnished
- v) **Percentage of LC claimed**
- vi) Name and contact details of the unit of the manufacturer
- vii) Sale Price of the product
- viii) Ex-Factory Price of the product
- ix) Freight, insurance and handling
- x) Total Bill of Material
- xi) List and total cost value of inputs used for manufacture of the Telecom product/Services/Works
- xii) List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not produced in-house.
- xiii) List and cost of inputs which are imported, directly or indirectly

I hereby certify that, having read all the provisions of the above order and principles / basis of calculations, the local content calculation does not include the following:

- a) Imported items sourced locally from resellers/distributors.
- b) The license fees / royalties paid/ technical charges paid out of India
- c) Procurement / supply of repackaged / refurbished/rebranded imported products

Read, Understood and Accepted

Page 69 of 99

Signature and Seal of Bidder

hereby also certify to the best of my knowledge and belief that all the particulars furnished above are correct and complete. I agree to comply with the terms and conditions of the DPIIT PPP-MII order dated 19.07.2024 and DoT PPP-MII Notification dated.....

I understand that any incorrect declaration regarding the local content or failure to substantiate the claim of LC will result in penalties as specified in Clause (9) of the DPIIT PPP-MII Order dated 19.07.2024.

I further certify and take personal responsibility that I have applied my mind to the calculations and principles of LC as specified in this order and I shall, having declared the LC shall not seek recourse to change it on any ground. Any changes made by me on any grounds in a bid in LC after bid submission shall make my bid non-responsive and I shall hold myself liable for civil/criminal action arising out of any such change. I understand and agree that any such post bid change in LC content shall also be a valid ground for blacklisting of the firm from future contracts/bids.

Signature: Name:

Designation:

Address:

Email Address:

Mobile No.:

Place:

Date:

SECTION- 8
Bidder's Profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the Individual/ Firm:

2. Present Correspondence Address
.....

Telephone No. Mobile No. FAX
No.

3. Registered
Office
.....

Telephone No. Mobile No.

4. State the Type of Firm: Sole proprietor-ship/partnership firm / Private limited company (Tick the correct choice): .

5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

S. No.	Name	Father's Name	Designation
1.			
2.			
3.			
4.			
5.			

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):

.....
.....

7.A Permanent Account No. :

7.B GST Registration No(s).....

8. Details of the Bidder's Bank for effecting e-payments:

(a) Beneficiary Bank Name:.....

(b) Beneficiary branch Name:.....

(c) IFSC code of beneficiary Branch.....

Read, Understood and Accepted

Page 71 of 99

Signature and Seal of Bidder

- (d) Beneficiary account No.:.....
(e) Branch Serial No. (MICR No.):.....

9. Whether the firm has Office/ works in<Name of the State>? If so state its Address

.....
.....

B) Questionnaire

1. Do you think any other detail/ material is required to complete the work specified in the specification? Yes/ No.

1.1 If Yes, Give details

.....
.....

2. Do you think any other item of work need be included in tender form to complete the work specified in the specification? Yes/ No.

2.1 If Yes, Give details

.....
.....

Place.....

Signature of contractor

Date

Name of Contractor

SECTION-9 Part-A

BID FORM

To

From,

The GM(CFA)

.....<complete address of the Bidder>.....

KK NAGAR TELEPHONE EXGE,

BSNL,

CHENNAI-78.

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

Ref:EOI for Outsourcing of Operations & Maintenance of BSNL CSCs in CHENNAI TELEPHONES

No: Dated @ _____ the --

Name of BA:

Name of SSA:

Name of CSC:

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

Dated: day of 2025

Signature

Witness

Name

Signature.....

In the capacity of

Name

Duly authorized to sign the bid for and on

Address

behalf of

Read, Understood and Accepted

Page 73 of 99

Signature and Seal of Bidder

SECTION 9 PART-B**Financial Schedule (Price Bid):**

Sl. No.	Name of BA	Name of OA	Names of all the CSCs in the BA to be out sourced (as on date)	Type of CSC (Cat-I/II/III)	Monthly Rental amount Quoted by the Bidder (to be paid to BSNL), excluding all applicable taxes/GST (in Rs.)

Note: First five columns will be pre-filled by BSNL. Only last column will be filed by the bidder.

*Taxes shall be extra as applicable.

If our Bid is accepted. We shall submit the securities as per the conditions mentioned in the contract. We agree to abide by this Bid for a period of 180 days from the date of opening of financial bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Date ____/____/.

Signature of the Bidder _____

Name of Bidder _____

Read, Understood and Accepted

Page 74 of 99

Signature and Seal of Bidder

CHECK LIST FOR THE BIDDERS

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

Documents forming part of the bid: -

Sl. No.	DOCUMENTS	Submitted / Not Submitted (If Not Applicable, reason in brief)
1	Cost of the tender document (₹ ___/-)	
2	Bid Security declaration in Rs.100/- Non-Judicial Stamp paper.	
3	Bid Form in Section-9 Part A and Price Schedule in Section-9 Part B duly filled up and signed.	
4	Copy of Certificate of Incorporation/ Registration of firms etc. as applicable	
5	Original copy of Power of Attorney attested by Notary Public or Registered with Sub Registrar in favour of the signatory signing the offer and documents as per Clause no. 14.3 of Section-4 Part A.	
6	Copy of board resolution, authorizing a person for executing power of attorney in the name of person, who is signing the bid document. (In case of Company/Institution/Body Corporate)	
7	Copy of Memorandum of Association (or Partnership deed, if not a proprietor firm).	
8	Copy of Credentials regarding experience as per clause 4.2 Section-1	
9	Copy of Documents related to financial capabilities of the bidder as per clause 4.2 Section-1	
10	Copy of 'No Deviation' statement or Clause-by-Clause compliance statement pursuant to Clause 11.2 (a) of Section-4 Part A. OR alternatively signed in the bottom of each page of the bid document.	
11	Copy of a list of all Board of Directors of the company (In case of Limited Company).	
12	Copy of Near Relationship Certificate as per Section 6 Part (B)	
13	Self-Declaration by bidder that the firm is not black listed by any Central/stat governments/PSUs in India and by GST Authorities	
14	Letter of Authorization to attend Bid opening event Section 7 Part (c)	

15	Valid PAN Card	
16	Valid Goods and Services Tax Registration Certificate(s)	
17	Mutual NDA as per Clause-2 of Section -3, format in Annexure II	
18	Undertaking and Declaration as per Section-6 (A) duly filled up and signed	
19	Copy of attestation of the specimen signature of the authorized by the Bank as per Clause 14.3 Section -4 Part A.	
20	Bidder's Profile & Questionnaire as per Section-8 duly filled up and signed.	
21	Any other supporting documents asked for in bid document.	
22	This Check list	

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

.....

Signature and Name of the Authorized signatory of the Company

Company rubber stamp/seal

Place:.....

Date:.....

Read, Understood and Accepted

Page 76 of 99

Signature and Seal of Bidder

ANNEXURE-II
Sample Agreement for outsourcing of Operations & Maintenance
of BSNL CSCs in ---- Circle
(The Agreement should be typed on non-judicial stamp paper of Rs. 100/-)

THIS Agreement entered on this -----day of ----- by and between:

BHARAT SANCHAR NIGAM LIMITED (hereinafter referred to as "BSNL"), a company incorporated under the Companies Act 1956, having its Registered Office and Corporate Office at Bharat Sanchar Bhawan, HC Mathur Lane, Janpath , New Delhi-110 001, represented by Shri/Smt./Ms, Designation....., on behalf of Principal General Manager/ General Manager Business Area,BA, Pin code:

AND

M/s, hereinafter referred to as Outsourced CSC Franchisee (OCSC Franchisee) a company incorporated under the Companies Act 1956 or 2013, or Proprietary firm/ Partnership firm having its Registered Office at -----, represented by, Proprietor/ Partner/ Managing Director/ Power of Attorney Holder.

WHEREAS

- (a) BSNL is desirous of appointing OCSC Franchisee with a view to operate and maintain BSNL Customer Service Centres for which BSNL invited bid / Expression of Interest (Eoi) No. _____ dated _____ for outsourcing of _____ CSC (Name of the CSC and SSA) . Based upon evaluation of bids received under said Eoi, M/s _____ has been approved as a successful OCSC Franchisee for providing services (as defined below) on the terms and conditions as agreed herein between parties of this agreement.
- (b) The OCSC Franchisee M/s _____ has been appointed and it agrees to operate _____ CSC as an authorized OCSC Franchisee for provision of Services subject to the terms and conditions hereinafter appearing.
- (c) The OCSC Franchisee has given an unconditional Bank Guarantee of Nationalized Bank of Rs. _____ valid for _____ years, _____ months and shall be refunded after due fulfillment of the said agreement.

Note-1: 1) PBG Amount is Rs. 1.5 lakhs for category-I (per CSC), Rs.0.5 Lakhs for category-II (per CSC) and Rs.0.30 lakh for category-III (per CSC).
2) Performance Bank Guarantee (PBG) shall be valid for contract period + 6 months. For extension of contract further, PBG shall have to be renewed accordingly.

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

In consideration of due observance & performance of all the terms and conditions mentioned in the EOI no:....., dated:....., this agreement and its Annexure, BSNL and OCSC Franchisee agree to sign this agreement on exclusive basis to provide services in the out sourced CSC. OCSC Franchisee hereby agrees and unequivocally undertakes to fully comply with all the terms and conditions stipulated in the agreement without any deviation and reservation of any kind, unless mutually agreed between the

Read, Understood and Accepted
Signature and Seal of Bidder

parties at any given time.

1. Definitions

1.1 **Services:** Services shall include: 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 (Details are given under scope of work).

1.2 **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.

1.3 **The OCSC Franchisee:** The term refers to the Operation & Maintenance Partner appointed for operating and maintaining BSNL Customer Service Centre through EOI and includes its employees, agents and authorized representatives, who shall be responsible for the scope of work as described in Clause 4 herein below.

1.4 **CSC:** Customer Service Centre in which OCSC Franchisee offers services (as defined under 4.1) to customers.

1.5 **BA head:** Head of the Business Area of BSNL --- Circle.

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

3. **Exclusivity:** The OCSC Franchisee understands and agrees that this agreement is on "Exclusive Basis".

4. Scope of work for "Operation & Maintenance of BSNL CSCs":

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

- a. Bill collection of Landline/ Broadband /FTTH/Post-paid Mobile.
 - b. New Phone bookings and feasibility of and line/Broadband/FTTH/Wings/ ASEEM, Vanity booking/ISDN/PRI/BRI
 - c. Sale of new SIMs. Normal, Bulk Booking/Vanity and fancy number booking/Post paid to pre-paid and vice versa conversions.
 - d. Change/ Upgrade plan for Sim Recharge/ FTTH and any other services.
 - e. Provision of VAS services.
 - f. Replacement of SIMs / Sim Upgradation (2G/3G to 4G)
 - g. Sale of post paid mobile connections
 - h. Sale of Top-ups/STVs /PVs
 - i. Sales Complaint redressal.
 - j. Processing of MNP requests
 - k. DND Activation/deactivation.

- l. Handling of customer queries and complaints regarding billing, network, internet etc.
- m. Receiving and co-ordinating all customer requests including shifting connection, name transfer, closure of connections and more.
- n. All commercial and CSC 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.
- o. Aadhar Services
- p. Citizen Centric e-services, Identity & document services (Pan Card etc.), e-District services, Application to various central government schemes, & Utility payments etc. subject to signing of MOU by BSNL Corporate/ Circle / BA with the concerned Govt Authority / Department etc. Revenue share of BSNL and OCSC Partner shall be 50:50 out of total revenue generated through such e-Services
- q. Provision of Sponsored product booths -The detailed guidelines in this regard will be issued by BSNL separately.
- r. Mobile Phone sale: The detailed guidelines in this regard will be issued by BSNL separately.
- s. A separate booth for mobile repair shop, to be handled only by the OCSC partner, with no revenue share / billing by BSNL or in BSNL's name.
- t. The vendor shall ensure that agents are adequately trained to resolve the aforementioned inquiries and are capable of educating customers on resolving common issues through self-service options

Vendor should be able to provide the customers with appropriate information & have access to portals with action rights. Detailed guidelines will be shared once provisions for these services are provided by BSNL

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

4.2. Terms and conditions of infrastructure and related facilities:

- (1) BSNL will provide covered space without any charges. Existing infrastructure of CSC shall be handed over on as-is where-is basis.(Ex. AC,Fans,Table chairs,Electrical fittings)
- (2) Since the CSC premises will be utilized exclusively by the OCSC Franchisee, hence electricity bill for CSC shall have to be paid by OCSC Franchisee as per actual. Sub-meter will be installed.
- (3) The OCSC Franchisee will 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.

- (4) The OCSC Franchisee will be permitted to put additional canopies/other product marketing tools, in the premises for promotion of BSNL products.
- (5) The OCSC Franchisee will be permitted to utilize existing electric equipments light, fans, air-conditioners etc if available otherwise they shall bring their own.
- (6) The OCSC Franchisee will be responsible for maintaining infrastructure, electric equipment, furniture and computers and replace the same if required, for proper upkeep of the CSC.
- (7) One high speed BB/FTTH connection will be provided at CSC and connectivity to BSNL IT systems shall also provided by BSNL on rent free Basis under Plan Rs 555 over Copper(ADSL)/ Rs 599 over FTTH with BSNL Modem (The Plan may be changed time to time as per the directions of office of CGMT _____).

5 Other Terms and conditions

- (i) The CSC is to be manned minimum from 8:00 AM to 8:00 PM for all Category-I and from 9.00 AM to 6.30 PM for all Category-II & III on all days except National holidays (as per CSC Timing defined in EOI & subsequent directions issued by BA head from time to time).
- (ii) Proper training and dress code (to be provided by BSNL) for staff manning the counters should be ensured by the OCSC Franchisee.
- (iii) Sale of products and services of BSNL should be restricted only within CSCs.
- (iv) The OCSC Franchisee will not be allowed to sale any other product or service which are not covered under 'The broad scope of the CSC operations', above or as may be allowed subsequently by any other specific order from BSNL. Any violation is to be viewed seriously and it will attract penalty as per relevant Clause of this EOI.
- (v) The OCSC Franchisee will be paid for all sales as per prevalent franchise S&D Policy (for CM and CFA) and related circulars on bill payments or as modified from time to time.
- (vi) The amount (incl GST) for Aadhaar services at OCSC by OCSC Partners for both assistance from UIDAI & Fee Collected from Residents shall be shared between BSNL and OCSC Partner(s) as:-
 - a. for an amount above Rs 50 , in 50:50 proportion,
 - b. for an amount upto Rs 50 , in 60:40 proportion.

The payment towards New Aadhaar generation will be made only on receipt of payment from UIDAI. For Aadhaar related activity operator should be through approved / empanelled agency by UIDAI on salary basis or as per the guidelines issued by UIDAI from time to time. Any penalty imposed by UIDAI for wrong Aadhaar Generation/Wrong Demographic/ Biometric Up-dation shall be passed on to the OCSC Franchisee..Aadhaar services shall be as per the guidelines issued by UIDAI and BSNL, from time to time.

- (vii) The OCSC Franchisee will get commission/ facilitation charges as per policies of different products/ services. All cash transactions in the CSC shall be done through

the CBP/CTOPUP wallet and no cash transactions shall be done between BSNL and the OCSC Franchisee for collections done in CSC.

- (viii) The OCSC Franchisee will be paid Rs 10/- per order for non-commercial transactions for which order is issued in the OCSC portal like shifting, safe custody, static IP, etc. For all other non-commercial transactions such mobile no. updation, duplicate bills, etc., the bidder shall be paid Rs 2/- per transaction for items not defined in CM franchise S&D Policy 2018. There will be a capping of 150 % for all non commercial transactions e.g. issue of duplicate bills, DND activation / deactivation etc. based on average monthly volume of last six months, but it will be further restricted to ensure that it is not more than 10% of total charges/commission earned in a month. OTP-based verification for each customer request to be set up by BSNL and institutionalized for payment post roll-out.
- (ix) For CM related sales no FOS will be paid on SIM sale or Recharge sale, which is otherwise paid as per S&D Policy 2018.
- (x) All changes in Franchisee S&D policy will be implemented with reference to commission structure, as and when BSNL does so.
- (xi) The OCSC Franchisee shall provide information about BSNL Products and Services to walk-in customers. The OCSC Franchisee 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.
- (xii) The OCSC Franchisee 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.
- (xiii) The OCSC Franchisee shall provide the daily Aadhaar transaction reports to BSNL on daily basis. The monthly claims in respect of Aadhaar modification and New Aadhaar enrollment shall be submitted to BSNL by the franchisee for smooth and timely processing of payments. The payment towards New Aadhaar generation will be made only on receipt of payment from UIDAI.
- (xiv) OCSC bidders/ franchisee / partner shall be paid Rs 10/- (ten) per realized cheque in BSNL account
- (xv) OCSC partners will monitor and report the KPIs on a regular basis. The guidelines in this regard will be issued by BSNL and will be modified from time to time as per need.
- xvii. The OCSC Franchisee will be paid Rs 10/- for every app download that happens through CSC. CSC code to be used during the registration process for each such download and payment to be made accordingly. This payment will be capped to one download per customer and will be implemented post suitable updates in the BSNL Selfcare App and OCSC IT Systems.

6. Commencement of the Agreement & Agreement Conditions:

- 6.1 The Agreement shall come into effect on the date mentioned in the heading of the Agreement. The Agreement shall be valid for a period of 3 year (with 5% annual rental increment) from the date of agreement.
- 6.2 After 3 year, contract may be extended further for 2 year (1+1) on same terms and conditions based on performance. For extension of Contract, PBG has to be renewed accordingly.
- 6.3 The OCSC Franchisee will pay Rs _____ (GST shall be extra as applicable- at present 18%) on monthly basis, at the beginning of the month. (As conveyed in LOI document to H1 OCSC Franchisee). The OCSC Franchisee will pay Monthly fixed amount (Plus GST) within 1st 7 days of the month.

7. Payment to OCSC FRANCHISEE:

- 7.1 The OCSC Franchisee will be paid for all sales as per Franchise S&D Policy 2018 for CM products, as per CFA Franchisee Policy 2016 for CFA products, and as per related circulars on bill payments, as modified from time to time.
- 7.2 The amount (incl GST) for Aadhaar services at OCSC by OCSC Partners for both assistance from UIDAI & Fee Collected from Residents shall be shared between BSNL and OCSC Partner(s) as:-
i) for an amount above Rs 50 , in 50:50 proportion,
ii) for an amount upto Rs 50 , in 60:40 proportion.

The payment towards New Aadhaar generation will be made only on receipt of payment from UIDAI. For Aadhaar related activity a 10+2 passed, aged above 18, operator should be through approved by UIDAI on salary basis or as per the guidelines issued by UIDAI from time to time. Any penalty imposed by UIDAI for wrong Aadhaar Generation/Wrong Demographic/ Biometric Up-dation shall be passed on to the OCSC Franchisee invariably & if applicable action may be taken as per UIDAI Act.

- 7.3 The OCSC Franchisee will get commission/ facilitation charges as per OCSC Franchisee policies of different products/ services. All cash transactions in the CSC shall be done through the CBP/CTOPUP wallet and no cash transactions shall be done between BSNL and the OCSC Franchisee for collections done in CSC.
- 7.4 The OCSC Franchisee will be paid Rs 10/- per order for non-commercial transactions for which order is issued in the OCSC portal like shifting, safe custody, static IP, etc. For all other non-commercial transactions such mobile no. updation, duplicate bills, etc., the bidder shall be paid Rs 2/- per transaction for items not defined in CM franchise S&D Policy 2018. There will be a capping of 150 % for all non commercial transactions e.g. issue of duplicate bills, DND activation / deactivation etc. based on average monthly volume of last six months, but it will be further restricted to ensure that it is not more than 10% of total charges/commission earned in a month. OTP-based verification for each customer request to be set up by BSNL and institutionalized for payment post roll-out.
- 7.5 OCSC bidders/ franchisee / partner shall be paid Rs 10/- (ten) per realized cheque in BSNL account.
- 7.6 OCSC Franchisee will be paid Rs 10/- for every app download that happens through CSC. CSC code to be used during the registration process for each such download and payment to be made accordingly. This payment will be capped to one download per customer and will be implemented post suitable updates in the BSNL Selfcare App and OCSC IT Systems.

- 7.7 All changes in Franchisee S&D policy will be implemented with reference to commission structure, as and when BSNL does so.
- 7.8 OCSC Franchisee will present monthly claims with supporting documents.
- 7.9 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 and as per CFA Franchisee Policy 2016 for CFA products (subject to future changes).
- 7.10 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).
- 7.11 The payment to the OCSC Franchisee shall be made after the deduction of applicable statutory levies which includes license fees payable by BSNL and / or taxes applicable from time to time .
- 7.12 All GST provisions shall be completed by OCSC Franchisees as per GST act.
8. **Payment to BSNL:** SSA nodal officer shall raise invoice payables (GST-As applicable) by the OCSC Franchisee for following activities.
- Fixed Charges to be paid by OCSC Franchisee to BSNL. (As per clause 6.3)
 - Payment of amount (Rs 30/- or 50/- or Rs. 100/-, as per UIDAI guidelines) collected from Residents for Aadhaar Services.
 - The OCSC Franchisee shall remit the amount of collected from Residents for Aadhaar Services to BSNL account within one week, failing which, BSNL shall be at liberty to close the Aadhaar Center and also initiate action against the OCSC Franchisee as per clause 11.4 of this agreement. The decision of the BA Head shall be final and binding.
9. **Warranty:**
- 9.1 The OCSC Franchisee hereby expressly warrants that Services as specified herein shall be efficiently serviced by the OCSC Franchisee 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 OCSC Franchisee without any qualifications.
- 9.2 The OCSC Franchisee 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).
- 10 **Defaults, Penalties and Termination of Agreement and Procedure to be followed for taking action against OCSC Partner in case of any Default:**
- 10.1 OCSC Partner is not allowed to sell any product / services which are not covered in the OCSC policy / Agreement signed for the Operations of the CSC. Any violation is to be viewed seriously and it will attract penalty.
- 10.2 If OCSC partner is found selling products & services which are not covered under the Agreement; and /or on breach of any other terms and conditions of the Contract/Agreement, following action will be taken (defaults other than any fraudulent activity):
1. First instance of any default/breach:-
- Concerned unit will issue a letter (with the approval of BA Head) to the OCSC Partner asking him to amend / rectify the default and to explain his conduct on the noted default, within 7 days.
 - On receipt of the written reply/ explanation of the OCSC Partner:
 - If the OCSC Partner has amended / rectified the default and his reply is found to be satisfactory by the BSNL, then it may drop the case.

- b) In case, either, OCSC Partner does not submit explanation and does not amend the default / breach within 7 days or the explanation of OSCC Partner is not found satisfactory by the BSNL, payment of all the sales commissions will be withheld by BSNL till the time (i) OCSC Partner amends / rectifies such default/s and (ii) submits an undertaking for not repeating the any such default / incidence again.
- c) In addition to above, a penalty of following amount may also be imposed on the OCSC partner considering the severity and impact on BSNL:
 - For Cat-I CSC: Rs.5000/- or 10% of average monthly revenue share (average of last 3 months) whichever is higher.
 - For Cat-II CSC: Rs.3000/- or 10% of average monthly revenue share (average of last 3 months) whichever is higher.
 - For Cat-III CSC: Rs.1000/- or 10% of average monthly revenue share (average of last 3 months) whichever is higher.

2. In case of repeat (2nd occasion) of any default/breach: -

- i. The Concerned unit will issue a notice of termination (with the approval of Circle Head) to the OCSC Partner asking him to amend / rectify the default and to explain his conduct on the noted default, within 7 days.
- ii. On receipt of the written reply/ explanation of the OCSC Partner:
 - a) If the OCSC Partner has amended / rectified the default and his reply is found to be satisfactory by the BSNL, then it may drop the case but on account of repeating (2nd occasion) the default/breach, a penalty of in following amount will imposed on the OCSC partner:
 - For Cat-I CSC: Rs.10000/- or 15% of average monthly revenue share (average of last 3 months) whichever is higher.
 - For Cat-II CSC: Rs.5000/- or 15% of average monthly revenue share (average of last 3 months) whichever is higher.
 - For Cat-III CSC: Rs.2000/- or 15% of average monthly revenue share (average of last 3 months) whichever is higher.
 - b) In case either, the OCSC Partner does not reply / respond to the notice and does not amend the default within 7 days, or the explanation is not found satisfactory by the BSNL (Circle Head/Tender approving Authority), further action shall be initiated for termination of the contract which will also involve forfeiting the PBG.

- 10.3 Defaults and actions / penalties w.r.t. to CAF collection, electronic documentation, verification of credentials of the customers, misuse of credentials of the customers, timely submission of documents to BSNL as per regulatory guidelines and BSNL instructions, etc., shall be dealt as per S&D policy of the BSNL amended time to time.
- 10.4 Any penalty / action under Aadhaar Act as imposed by UIDAI on BSNL for any corrupt / fraudulent activity / practices in Aadhaar Operations by OCSC partner shall invariably be passed on to the OCSC partner and BSNL shall have the right to recover the said imposed penalty from the OCSC partner either from his revenue share due to him and/or from his PBG, etc.

- 10.5 In future any other penalty may also be notified / imposed on account of non-performance based on prevailing market dynamics. However, any such penalty shall be notified in advance so that channel partners get suitable time to act.
- 10.6 For any other defaults, action shall be taken against the bidder / OCSC Partner as per the applicable provision of Appendix-1 of Section-4 Part-A of Chapter-4 of BSNL's Procurement Manual, copy attached.

10.7 Termination:

Agreement with OCSC Partner may be terminated under following conditions:

- a. BSNL shall reserve the right to terminate agreement in case BSNL comes to conclusion that the OCSC Partner has violated any provisions of the Agreement and has caused any default as listed above which would result in loss to BSNL or damage to services being provided by BSNL. The decision of the BSNL will be final in this regard. Without prejudice to any other rights, the PBG shall be forfeited.
- b. If either party goes into bankruptcy or insolvency or put into liquidation (otherwise than solely for amalgamation or restriction) or if a receiver is appointed over any part of the party's business then the other party shall have a right to terminate agreement by written notice of 60 days.
- c. BSNL shall also reserve the right to suspend the operations of OCSC Partner, at any time, due to change in Company policies, change in 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.
- d. In case the OCSC Partner parts with its business including its assets in favour of any 3rd party directly or indirectly, BSNL shall have the right to terminate the agreement. The exercising of the right of cancellation / termination shall not have the effect of waiving any damages to which the cancelling / terminating party might otherwise be entitled to.
- e. Unless otherwise agreed in writing by BSNL, any sums payable and which are unpaid on the date of termination shall become due and payable by the OCSC Partner (along with GST). Otherwise, OCSC Partner shall be liable to pay interest @ 18% p.a. till the said amount is paid to BSNL.
- f. BSNL shall deduct tax at source if required under GST Act and GST regulations, any law or any regulation.
- g. Provisions of the agreement shall, to the extent stated or necessarily implied, survive the termination thereof.
- h. Cancellation or termination or expiry of agreement shall not relieve or release either party from making payments which may be owing to the other party under the terms of the Agreement.
- i. OCSC Partner shall at its own expense return to BSNL promptly all information, documentation and materials relating to BSNL services and / or software or any other documents entrusted to the OCSC Partner by BSNL
- j. On the termination of the agreement for any cause whatsoever, all rights and privileges

granted to the OCSC Partner shall immediately stand terminated. OCSC Partner shall immediately cease and desist from using the trade name BSNL and any other sign, slogan, symbol or other distinguishing characteristic owned by or associated with BSNL's services.

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

l. In the event of termination of agreement consequent upon breach of any of the terms of the agreement or surrender by OCSC Partner at its own will:

-Damages to the extent of loss determined by BSNL shall be recovered from the OCSC Partner in addition to the encashment of Performance Bank Guarantee without prejudice to any other remedies and rights.

OCSC Partner may be debarred for future dealings with BSNL for the same OCSC for a period of 3 years.

11. **Insurance:** The liability to insure OCSC Franchisee's stocks in the outlet(s) and in the possession of the OCSC Franchisee will be of the OCSC Franchisee and the liability for any loss or damage due to any fire, burglary, theft, etc. will be that of the OCSC Franchisee.

12. **Indemnification:** M/s.....OCSC Franchisee agreed to protect, defend, indemnify and hold harmless BSNL and its employees, officers, directors, agents or representatives and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements)

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

14. **Force Majeure:**

14.1 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 BSNL as to whether the Operation of CSC 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.

14.2 Provided, also that if the contract is terminated under this clause, the BSNL shall be at liberty to

take over from the OCSC Franchisee operation of CSC, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of operation of CSC which may be in possession of the OCSC Franchisee at the time of such termination or such portion thereof as the BSNL may deem fit, except such materials, bought out components and stores as the OCSC Franchisee may with the concurrence of the BSNL elect to retain.

15. Dispute Resolution/ Arbitration:

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

15.2 A part wishing to commence arbitration proceeding shall invoke Arbitration clause by giving 60 day 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.

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

Claim amount (excluding claim for counter claim, if any)	Number of arbitrators	Appointing Authority
Above Rs. 5Lakhs to Rs.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 Rs.5 Crores	3 Arbitrators	One arbitrator by each party and the 3 rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators.

15.4 Neither party shall appoint its serving employee as arbitrator.

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

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

15.7 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 up to Rs. 5 Crores.

15.8 Fast Track Procedure –

- 15.8.1 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).
- 15.8.2 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.
- 15.8.3 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 any 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; 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.
- 15.8.4 The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.
- 15.8.5 If the award is not made within the period specified in sub-section (4), the provisions of sub-Sections (3) To (9) of section 29 A shall apply to the proceedings.
- 15.8.6 The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.
- 15.8.7 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 the arbitral tribunal enters upon the reference)
Up to Rs 5 Crores	Within 6 months (Fast Track procedure)
Above Rs.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.

- 15.8.8 In case 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.

- 15.8.9 The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case may be).

15.8.10 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.

15.8.11 Disputes up to Rs 5 Lakhs shall be referred to Fast Track arbitration.

16. Set Off:

Any sum of money due and payable to the OCSC Franchisee or supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the Purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL.

17 Miscellaneous conditions:

17.1 The OCSC Franchisee shall sign a Non-Disclosure Agreement, as per Annexure-I (Part of Agreement).

17.2 Safety of Labour and BSNL property:- The OCSC Franchisee shall be solely responsible for payment and compensation under WC Act 1923 as in force from time to time applicable in the event of accident causing injury/death to his workers and Head of BA (Business Area) shall not be responsible in any manner.

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

17.2.2 The OCSC Franchisee shall take all precautions to avoid all accidents by exhibiting necessary caution boards / flags and providing barriers etc. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to operation of CSC. Nothing extra shall be paid on this account.

17.2.3 OCSC Franchisee shall be fully responsible for any damages caused to BSNL / Government/ private / other's / Injuries public at large/ loss of life by him or his staffs in operation of CSC and the same shall be rectified / compensated by the OCSC Franchisee at his own cost.

17.2.4 It will be sole responsibility of the OCSC Franchisee that the men deployed for the purpose of Operations & Maintenance of BSNL CSCs with BSNL are to be well trained to avoid any mishap, conflicts etc. directly or indirectly.

17.2.5 On account of security considerations or on account of convenience of office staff, there could be some restrictions on the working hours/off hours for movement of OCSC Franchisee staffs. The OCSC Franchisee shall be bound to follow all such restrictions.

17.2.6 The OCSC Franchisee should carry out the CSC operation to the satisfaction of BSNL officer in charge and in the event of failure the tendering authority reserves the right to offer the contract to any other agency in case of unsatisfactory work at the cost of the OCSC Franchisee and payment will be settled on prorata Basis.

- 17.2.7 The OCSC Franchisee will engage staff at CSC with proven integrity, with proper police verification, to carry out CSC works and OCSC Franchisee staffs will vacate BSNL premises after the completion of CSC works as per scheduled defined time.
- 17.2.8 The OCSC Franchisee shall be solely responsible for payment and compensation under WC act 1923, labor laws, minimum wages laws etc & other as applicable, as in force from time to time applicable in the event of accident-causing injury/death to his workers and GM BA shall not involve in any manner.
- 17.2.9 No documents, towards compliance of aforesaid requirements, will be required to be submitted by OCSC Franchisee to BSNL paying authority for settlement of their payment invoices but the OCSC Franchisee must comply all requirements as per applicable Law/ Acts etc.
- 17.2.10 The decision of BA head on any matter connected to this contract is final & binding on OCSC Franchisee.
- 17.3 EPF & ESI Payment: The OCSC Franchisee shall be liable to meet and fulfil the provisions of EPF & Misc. Provision Act 1952, Employees Provident Fund Scheme 1952 and Employees State Insurance Act. The OCSC Franchisee shall ensure to pay the EPF&ESI monthly premium due for its staffs engaged by him for OCSC works, to nearby EPF/ ESI offices and submit the details to nodal in-charge every month.
- 17.4 The OCSC Franchisee shall comply with the provisions Payment of Wages Act 1936, Minimum Wages Act, 1948, Employees' Liability Act 1947, Maternity Benefits Act 1961, and the Contract Labor (Regulations& Abolitions) Act 1970 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The OCSC Franchisee shall indemnify BSNL against payments made under and for the observance of the Laws aforesaid. Regulations aforesaid shall be deemed to be a part of the contract and any breach shall be deemed to be breach of contract.
- 17.5 The OCSC Franchisee. The OCSC Franchisee shall take all necessary actions to safeguard BSNL building from fire accidents& ensure keeping applicable valid filled fire extinguisher. He/ She shall follow directions issued by BSNL building in-charge from time to time.
- 17.6 Recovery of damage done to BSNL properties: The OCSC Franchisee shall be liable for recovery of damage done by him or his staff to BSNL properties except normal wear and tear during operations of CSCs. The decision of BA head shall be final in this regard and shall be binding on the OCSC Franchisee.

18. General Conditions:

- 18.1 This agreement is applicable for all kinds of telecom services (fixed, wireless, broadband etc.) being offered presently and in future also.
- 18.2 This agreement is a confidential document. The OCSC Franchisee shall not divulge any part of the agreement either through oral or written communication or through any other mode to any third party.
- 18.3 This agreement shall not be amended or modified or altered or changed in any way except in writing and duly executed by the authorized representatives of each party.

19. Court Jurisdiction:

‘This Contract/PO is subject to jurisdiction of Court at Chennai only (HQ of respective Circle)’.

20. Severability:

- 20.1 If any terms or provisions of the agreement are or shall be illegal, invalid or unenforceable in any jurisdiction, all other terms and provisions of the deed shall remain legal, valid and enforceable in such jurisdiction and the parties shall endeavor to substitute forthwith such other legal, valid and enforceable provisions as will most closely correspond to the legal and economic intent of such illegal, invalid or unenforceable term or provision.
- 20.2 This agreement shall be binding upon all respective successors of the parties.

21. General Guidelines:-

The General guidelines as contained in General Financial Rules (GFR) as amended from time to time on works, procurement of goods and services and contract management respectively will also be referred to as guiding principles.

This agreement includes the Terms and Conditions mentioned in the EOI

No:dtd, already signed by the OCSC Franchisee.

In witness whereof, the parties have caused this agreement to be executed and delivered by the duly authorized officers:

For and on behalf of the OCSC Franchisee

For and on behalf of BSNL

Signature _____

Signature _____

Name _____
(In capital letters)

Name _____
(In capital letters)

Executive Director / Prop. _____

Designation _____

Name & Address _____

Name & Address _____

Dated at _____ on _____

MUTUAL NON-DISCLOSURE AGREEMENT

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

This Agreement is made as of the _____ day of _____ between BHARAT SANCHAR NIGAM LIMITED (BSNL), a Government of India Enterprise, having its registered office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi (hereinafter called BSNL) which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and M/s _____ incorporated _____ having its office located _____ hereinafter referred as “_____” (which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas in order to pursue the mutual business purpose of this particular project as specified in Bid document for running customer service centre of BSNL (the “Business Purpose”), BSNL and _____ recognize that there is a need to disclose to one another certain information 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;
- (b) 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
- (c) in case of M/s

2. and BSNL hereby agree that at during the Confidentiality Period:~

- 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
 - g. The receiving party obtains or was available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.
- The party seeking the benefit of above exceptions shall bear the burden of proving its existence.**
4. Each party agrees not to remove any of the other party's confidential information from the premises of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any confidential information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Each party agrees to comply with all terms & conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed confidential information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
5. Each party, as a receiving party acknowledges that neither the disclosing party nor any of its representatives has made nor makes any representations or warranty, express, or implied as accuracy or completeness of the confidential information of the disclosing party and arises that it must make its own assessment of the confidential information.
6. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.

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

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

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

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

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

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

12. (a) The Disclosing Party warrants that it has all necessary rights to disclose lawfully the Confidential Information and the Confidential Information has not been provided in breach of any other agreement or arrangement with third parties. The Disclosing Party indemnifies the Recipient against liability for third party claims on that basis.
- (b) Each party warrants that it is a corporation with full corporate power and authority to enter into and do all things necessary for the performance of this agreement. Each signatory to this agreement warrants that he or she is authorized to sign on behalf of the corporation for whom he or she acts.

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

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

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

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

(i) If to BSNL:
Attention: Mr./Ms :.....
Address:
.....

(ii) If to M/s_____:

(iii) Attention: Mr./Ms. _____ Address: _____
Fax: _____

16. This Agreement and customer service centre Bid document attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other party's written consent.

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

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

extend reasonable cooperation to the Disclosing Party in any investigation or action against any such persons or entities.

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

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

21. All the disputes, differences, controversies / differences of opinions, breaches and violation arising from or related to the agreement arises out of this Agreement between parties then same shall be resolved by mutual discussions / reconciliations in good faith.

If the dispute, difference, controversies / differences of opinion, breaches and violation arising from or related to the agreement cannot be resolved within 60(sixty) days of commencement of reconciliations / discussions, then such question, dispute or difference (except as to the matters, the decision to which is specifically provided under this agreement) shall be referred to the sole arbitration of the BSNL or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the BSNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by theor the said officer. There will be no objection to any such appointment on the ground that the arbitrator is a BSNL employee or Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant or BSNL employee, he has expressed his views on all or any of the matters in dispute. In the event of such an arbitrator to whom the matter is referred, being transferred or vacating his office or neglecting his work or being unable to act for any reason whatsoever, the BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

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

The Arbitration proceeding shall be in English language. The Venue of the arbitration proceeding shall be the office of the BSNL India or such other places as the arbitrator may decide.

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

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

BHARAT SANCHAR NIGAM LIMITED <OCSC FRANCHISEE Firm Name>

NAME: _____

NAME: _____

DESIGNATION: _____

DESIGNATION: _____

DATE: _____

DATE: _____

Witness

1.

1.

Witness

1.

2.

Read, Understood and Accepted
Signature and Seal of Bidder

Page 98 of 99

Annexure- IV

Consortium Agreement

(On non-judicial stamp paper of appropriate value)

In compliance to *Clause No.of EOI No.* dated , a consortium has been formed on <Date>between <Bidder's Name>and various technology providers to meet various eligibility criteria specified in the 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 the in its capacity as Bidder, <Bidder's Name>shall interact with BSNL for all obligations,

Witness-1 Signature:- Name:- Designation:- Contact Phone:- Email-ID:- Date:-	Witness-1 Signature:- Name:- Designation:- Contact Phone:- Email-ID:- Date:-
Witness-1 Signature:- Name:- Designation:- Contact Phone:- Email-ID:- Date:-	Witness-1 Signature:- Name:- Designation:- Contact Phone:- Email-ID:- Date:-

End of Document