



BHARAT SANCHAR NIGAM LIMITED

O/o General Manager Telecom District,
Rajamahendravaram - 533150

**EXPRESSION OF INTEREST FOR
OUTSOURCING THE OPERATION AND MAINTENANCE
OF BSNL CSC'S
EAST GODAVARI TELECOM DISTRICT**

EOI No: BSNL-EG/S&M/CSC Cor/EOI-2/2019-20/04

Dated 15-07-2020

Signature of Bidder.....

Name of Bidder.....

Name of the CSCs for which EOI is being submitted

BA of the CSCs for which EOI is being submitted **EAST GODAVARI SSA**

Last date of submission / Date of opening of Bid... **13:00Hr of 04-08-2020 / 15:00Hrs 04-08-2020** ..

Signature and Seal of issuing authority.....



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

O/o the General Manager Telecom, Rajamahendravaram – 533 150, EG Dist.

BSNL-EG/S&M/CSC Corr/EOI-2/2019-20/4

dt. 15-07-2020

From

To

DGM (S & M)

O/o GMTD, Fort Gate,

Rajamahendravaram-533150

Sub: - EOI for Outsourcing the Operation and Maintenance of BSNL CSCs in RMY SSA

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

Sl No	Item	Page No.
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DGM (S&M)

Tel : 0883-2473800

E-Mail: dgmadmnegssa@gmail.com

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

CHECK LIST FOR BIDDERS / APPLICANTS.

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

S. No.	Documents to be submitted	Documents submitted	
		Y / N	Page No. at which Document Attached
1	All pages of this EOI document, duly signed by the authorized signatory in a token of acceptance of all terms and conditions by the bidder. Any other document submitted by the bidder should also be signed by the authorized signatory.		
2.	Bidder's Profile as per Annexure-VII		
3	If EOI document is downloaded from Internet, a DD of Rs 1000/- as cost of the bid document from a Nationalized / Scheduled Bank should be attached.		
4.	General Power of attorney in favor of the signatory signing the EOI documents		
5.	Attested copy of Article or Memorandum of Association or partnership deed or proprietorship registration as the case may be.		
6.	Attested copy of GST Registration number.		
7.	Attested copy of PAN Number.		
8.	Attested copy of current & valid clearance from State authorities if applicable.		
9.	Bank guarantee towards EMD / Bid security issued from a nationalized / Schedule bank on non-judicial stamp paper of Rs.100/- (Format enclosed Annexure V) and valid for 180 days from the date of opening of EOI.		
10	Attested copy from CA of turn over details		
11	Certificates for experience		
12	Latest Income Tax clearance certificate		
13.	Any other supporting documents as asked for or called for.		

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

Seal & Signature of Bidder



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O/o the General Manager Telecom, Rajamahendravaram – 533 150, EG Dist.

Details of the CSCs for which the EOI is applied

(To be filled by the applicant)

Name and address of the firm

.....

Phone No. (s) :

.....

Office :

.....

Residence :

Mobile :

Details of the EOI Document Cost and Ernest Money Deposit:

SI No	Name of the CSC	Particulars		Issuing Bank with branch name	Issuing date	Validity	Amount (Rs.)
01		EOI Document cost	DD No.....				Rs.1180/-
		EMD (in the form of BG)	BG No.				
02		EOI Document cost	DD No.....				Rs.1180/-
		EMD (in the form of BG)	BG No.				
03		EOI Document cost	DD No.....				Rs.1180/-
		EMD (in the form of BG)	BG No.				
04		EOI Document cost	DD No.....				Rs.1180/-
		EMD (in the form of BG)	BG No.				

Seal & Signature of Bidder



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SECTION 'A'

NOTICE INVITING EOI (Expression of Interest) for Outsourcing the Operation and Maintenance of BSNL CSCs in East Godavari SSA.

1. Sealed EOI (location wise) are invited on behalf of CMD BSNL by GMTD, Rajamahendravaram for **the Operation and Maintenance of BSNL CSCs in East Godavari District** and provision of services to BSNL, from eligible and willing bidders as mentioned in Table-I below.

Date of Sale of EOI Bid Form	15.07.2020
Time of Sale EOI Bid Form	From 10:00 Hrs to 17:00 Hrs on all Working Days
Last date for submission of Bid & Time	04.08.2020 by 14:00 Hrs
Date of Opening of Bid	04.08.2020 at 15:00 hrs

- 1) **BID Security : Rs.1180/- (Including GST)**
- 2) **Bid Security in the form of bank Guarantee/ DD will be**

S.No	Name of the BA	Name of the CSC	Category of CSC	EMD (in Rs)
1	East Godavari	KAKINADA-GANDHINAGAR	CAT-2	75000
2	East Godavari	KAKINADA RAMANAYYAPETA	CAT-3	5000
3	East Godavari	PEDDAPURAM	CAT-3	5000
4	East Godavari	KOTHAPETA	CAT-3	5000
5	East Godavari	RAZOLE	CAT-3	5000
6	East Godavari	RAJAHMUNDRY CTO	CAT-3	5000
7	East Godavari	RAYAVARAM	CAT-3	5000
8	East Godavari	DOWLESWARAM	CAT-3	5000
9	East Godavari	ANNAVARAM	CAT-3	5000
10	East Godavari	GOKAVARAM	CAT-3	5000
11	East Godavari	AMBAJIPETA	CAT-3	5000
12	East Godavari	TATIPAKA	CAT-3	5000
13	East Godavari	TALLAREVU	CAT-3	5000
14	East Godavari	GOLLALAMAMIDADA	CAT-3	5000
15	East Godavari	KATRENKONA	CAT-3	5000
16	East Godavari	I POLAVARAM	CAT-3	5000
17	East Godavari	PRATHIPADU	CAT-3	5000
18	East Godavari	ADDATEEGALA	CAT-3	5000
19	East Godavari	KORUKONDA	CAT-3	5000

Seal & Signature of Bidder

2. Eligibility Criteria.

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

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

2.2 The bidder company shall have a minimum annual Cumulative turnover of INR 1 Crore for category – I CSC / INR 75 Lakhs for category – II CSC / INR 50 Lakhs for category – III CSC during last 3 years (i.e. financial year 2016-17, FY 2017-18, FY 2018-19). Audited Balance Sheets for the last three years shall be submitted as a supporting document.

OR

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

2.3. Bidder shall have relevant experience of setting up and running successfully at least 1000 (cumulative) square feet of raised floor commercial Customer Care Centre (excluding utilities) from a maximum of 2 commercial customer care centers locations in India, for at least 12 months on the date of EOI bid submission.

OR

If the bidder's company is not meeting the experience as in this Para 2.3 above, then Bid can be submitted through a legally bound consortium (format as at Section-VI) with a company who is having experience as in this Para 2.3 above. However in such case, the lead bidder company must have Customer Care Centre experience in last two financial years (i.e. 2017-18, 2018-19).

OR

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

2.4. All existing BSNL franchisees / RD (CM, CFA, Integrated) having 50 Lakhs Cumulative turnover from BSNL business during last Three years (i.e. financial year 2016-17, FY 2017-18, FY 2018-19) are eligible and do not need any more eligibility Criteria as mentioned in 2.2 or 2.3 above

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

2.6 The Company should not be a Licensed Telecom Service Provider (TSP) to provide Basic Services/ Cellular Telephony Services/ Internet Services/ UASL/ NLD/ ILD Services anywhere in India or owned or controlled by a TSP in India

2.7 The Company should not have controlling equity stake (26% or more), or vice versa, in and of any Basic Services/ Cellular Telephony Services/ UASL/ NLD/ ILD Services operating companies in India or their promoters.

Bid Security in the form of Bank Guarantee will be

- a. For Category-1 CSCs Rs.1,00,000
- b. For Category-2 CSCs Rs. 75,000
- c. For Category-3 CSCs Rs. 5000

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

Intending bidder may obtain copy of EOI document from **AGM (S & M)**, O/o GMTD , BSNL , Rajamahendravaram on payment of Rs. 1180/- only (Non-Refundable) on all working days. The payment shall be accepted in the form of A/c Payee Demand Draft, drawn in any Scheduled Bank in India in favor of "Accounts Officer (Cash), O/o GMTD , BSNL , Rajamahendravaram – 533150."

Note:

- i. 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.
 - ii. Queries from only those perspective bidders shall be entertained and considered for issuance of clarifications, which have purchased the EOI document. Proof of payment of requisite charges for the same, shall be submitted along with the queries.
 - iii. EOI document shall be provided after signing a mutual Non-Disclosure Agreement (NDA) with BSNL (on non-judicial stamp paper of requisite value) as per Annexure-III
3. Bid Security may be submitted in the form of Bank Guarantee as per clause 2.7, The Performa of EMBG is available as Annexure-V or in the form of A/c Payee Demand Draft, drawn in any Scheduled Bank in India in favor of "Accounts Officer (Cash), O/o GMTD , BSNL , Rajamahendravaram - 533150."
4. EOI document may also be downloaded from BSNL site www.ap.bsnl.co.in and cost of document in the form of DD be deposited along with the bid.
5. **Submission of EOI:** – EOI should be submitted and EOI should be super scribed with "**EOI for the Operation and Maintenance of BSNL CSCs ,in East Godavari SSA**" and it should be dropped in drop box kept in the office of **SDE(S&M)**, O/o.GMTD, BSNL,Rajamahendravarm-533150.
6. **Opening of EOI:** – EOI shall be opened as per schedule attached, in the office of the AGM(S&M), O/0 GMTD, BSNL, Rajamahendravaram-533150 in the presence of bidders/ authorized representatives of the bidders who wish to be present.
7. Fee for EOI Document is neither transferable nor refundable.
8. Payable in favor of: AO (Cash), O/o.GMTD, BSNL, Rajamahendravaram – 533150.

SECTION-B

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

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

(a) Sale of new SIMs. Normal and Bulk Booking/Vanity and fancy number

booking/Post paid to pre-paid and vice versa conversions.

(b) Plan change/ISD /International roaming.

(c) VAS services.

(d) Replacement of SIMs

(e) Sale of post paid mobile connections

(f) Sale of Top-ups/STVs /PVs

(g) Sales Complaint redressal.

(h) Processing of MNP requests

(i) Bill collection of Landline/Broadband/FTTH/Post paid Mobile

(j) New Phone bookings and feasibility of and line/Broadband/FTTH/Wings / ASEEM, Vanity booking/ISDN/PRI/BRI.

(k) DND Activation/deactivation.

(l) Handling of bill related queries and complaints.

(m) Receiving and coordinating request for shift, name transfer and closure of connections.

(n) All commercial services which are presently being offered in CSCs (Including services being provided free of charge) and all commercial and CSC services which may emerge in future. All the above activities are to be done for retail as well as bulk/enterprises customers

1.2. Terms and conditions of infrastructure and related facilities :

(1) BSNL shall provide covered space without any charges. Existing infrastructure of CSC shall be handed over on as-is where-is basis.

(2) Since the CSC premises will be utilized exclusively by the bidder, hence electricity bill for CSC shall have to be paid by bidder as per actual consumption. Sub-meter will be installed by BSNL Electrical wing and manual bill also to be produced.

(3) Bidder shall be responsible for keeping the area neat and clean and do all marketing activities like updating of poster/banners/new Tariff chart (provided by BSNL)etc.

(4) Bidder may be permitted to put additional canopies/other product marketing tools, in the premises for promotion of BSNL products.

(5) Bidder may be permitted to utilize existing electric equipments light, fans, air-conditioners etc if available otherwise they shall bring their own.

(6) 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 may be provided at CSC and connectivity to BSNL IT systems shall also provided by BSNL on rent free basis.

2. Other Terms and conditions

(i) The CSCs are to be manned minimum from 8:00 am to 8:00 pm for all Category – I and from 9:00 am to 6:30 pm for all Category – II & III on all days except National holidays.

(ii) Proper training and dress code for staff manning the counters should be ensured by the bidder.

(iii) Sale of products and services should be restricted only within CSCs.

(iv). The bidder will not be allowed to sell any non BSNL products from the CSC.

(v) Bidder will be paid for all sales at the rates for DSA in the S&D Policy 2018, and related circulars on bill payments or as modified from time to time.

The details of S&D Policy 2018 are enclosed as ANNEXURE-B

(vi) Bidder shall be paid Rs 20 per Aadhaar demographic / Biometric or both updation and Rs 50 per for new Aadhaar generation (Successful) or mandatory bio metric update. For Aadhaar related activity operator should be through approved / empanelled agency by UIDAI. Penalty imposed by UIDAI for wrong Aadhaar Generation / wrong Demographic / Biometric updation will be passed on the bidder.

(vii) Bidder will get commission/ facilitation charges as per franchisee policies of different products/ services. All cash transactions in the CSC shall be done through the CBP/CTOPUP wallet, and no cash transactions shall be done between BSNL and CSC partner for Collections done in CSC.

(viii) The bidder shall be paid Rs.2/- per transaction for items not defined in Franchisee S&D policy 2018. There will be a capping of 150% for all non commercial transactions e.g. issue of duplicate bills , DND activation / de activation etc. based on average monthly volume of last six months but it will be further restricted to ensure that it is not more than 10% of total charges / commission earned in a month.

(ix) For CM related sales, no FOS will be paid on SIM sale or Re charge sale which is otherwise paid as per franchisee S&D policy 2018.

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

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 maybe.

(iii) Details of the firm 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 favor of authorized signatory.

(v) Attestation of the signature of the authorized signatory by the bidder's bankers.

- (vi) Certificates regarding eligibility conditions as per EOI.
- (vii) Audited results of last three financial years (FY 2016-17 ,FY 2017-18 and FY 2018-19)
- (viii) A no relative certificate in the format as at Annexure-IV.**
- (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.

3.2. In case of consortium bids, only lead bidder will interact with BSNL for all obligations/payment; however all consortium members will be responsible for the execution of the project.

3.3 A consortium member may participate in more than one consortium. However the bidder is not permitted to be a consortium member under another bidder for this project.

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

4 Duration of the contract period.

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

5. Financial Proposal and Evaluation

The bidder should quote a fixed amount to be paid to BSNL for each Category-I / category – II / Category – III CSCs as per the Financial quote enclosed in Annexure – I. The Highest Bid among the eligible bidders for each CSC shall be awarded the work for that CSC. Bidder may choose to bid any number of CSCs offered in the EOI. However evaluation shall be done for each CSC separately.

6. Performance Bank Guarantee (PBG)

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

PBG (Performance Bank Guarantee) of:

- Rs.3.5 Lakhs for Category – I per CSC
- Rs.2.5 Lakhs for Category – II per CSC
- Rs.1 Lakh for Category – III per CSC

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

(b) The PBG shall be initially valid for Eighteen months. For extension of Contract further for Second year, PBG shall be to be renewed accordingly.

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

7. Forfeiture of Bid Security:

The bid security may be forfeited

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

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

8. Termination of Contract due to non performance (default) (Exit Clause invoked by BSNL)

- a) Each CSC will be assigned Quarterly targets for sale of SIM recharge and new connection based on the average volume of last quarter with an incremental increase up to 10% .
- b) Failure to meet the targets for two successive quarters shall lead to first notice for termination of contract.
- c) On second failure to meet the target for one more quarter, the actual termination of contract done.

9. Dispute Resolution/Arbitration

Any question, dispute or differences arising out of or in connection with this agreement or breach, termination or validity hereof, shall be first endeavored to be settled through bipartite discussion or negotiations between the parties. If the dispute cannot be amicably settled either party, as soon as practicable, but not earlier than three months after a request to settle the dispute amicably has been made to the other party, give to the other party note in writing or existence of such question, dispute or difference, specifying the nature and the point at issue, and the same shall be finally settled by Arbitration conducted in **Rajamahendravaram** in accordance with The Arbitration and Conciliation Act 1996 any modifications or reenactments thereto and Relevant laws and regulations in force at that time in India. All such disputes and differences which may arise between the parties hereto as to the meaning, construction or effect of any of the terms and provisions of this agreement or as to the right or claim of either party under this agreement shall be referred to the sole arbitration of the General Manager Telecom District, Rajamahendravaram or his nominee

including any officer of Bharat Sanchar Nigam Limited (BSNL) nominated by him and the Franchisee shall not raise any objection to such arbitration on the ground that the arbitrator is an officer of Bharat Sanchar Nigam Limited (BSNL) and as such is an interested party or that the Arbitrator so appointed has earlier dealt with the subject matter of this agreement. Any order / Directions / Awards of the Arbitrator shall be final and binding on both the parties. The arbitration proceedings shall take place in

..... And will be governed by the provisions of The Arbitration and Conciliation Act 1996 or of any statutory amendment thereto or any reenactment thereof for the time being in force. The Arbitrator so appointed shall pass a speaking award. In case of any dispute, the..... Court alone shall have the territorial jurisdiction to adjudicate upon the matter.

10. The General Manager Telecom District, Rajamahendravaram reserves the right to reject any or all tenders without assigning any reasons at any stage and will not be bound to accept the lowest tender. The terms and conditions can be suitably changed at the time of entering into the agreement with the successful Tenderer.

ANNEXURE – I

FINANCIAL QUOTE

1. The bidder should quote a fixed amount to be paid to BSNL for each Category-I / category – II / Category – III CSCs as detailed below. The Highest Bid among the eligible bidders for each CSC shall be awarded the work for that CSC. Bidder may choose to bid any number of CSCs offered in the EOI. However evaluation shall be done for each CSC separately.

Sl.No.	Name of BA (District)	Name of CSC	Category Type	Monthly Amount to be paid to BSNL (in Rs.)**	In Words
1	East Godavari				
2	East Godavari				
3	East Godavari				
4	East Godavari				
5	East Godavari				
6	East Godavari				
7	East Godavari				
8	East Godavari				
9	East Godavari				
10	East Godavari				

**** TAXES shall be extra as applicable.**

2. BIDDER WILL PRESENT MONTHLY CLAIMS WITH SUPPORTING DOCUMENTS.

3 FOR CLAIM OF COMMISSION ON POST PAID NEW SERVICES, PERFORMA INVOICE SHALL BE GENERATED BY THE BSNL IT SYSTEM BASED ON THE BUSINESS CONDUCTED, AND SUCCESSFUL PAYMENT OF SAME BY BSNL CUSTOMER. FOR NEW CUSTOMER OR ADD ON / UPGRADE OF SERVICE, THE SALES COMMISSION SHALL BE PAID AS PER S&D POLICY 2018.

4. BILL COLLECTION FOR POST PAID SERVICES SHALL BE THROUGH THE CBP WALLET AND FOR PRE-PAID SERVICES IT SHALL BE THROUGH THE CTOUP WALLET. COMMISSION SHALL GET PAID AS PER BSNL S&D POLICY 2018 (SUBJECT TO FUTURE CHANGES)

Signature of the Authorized signatory with Seal

Details of the CSCs for which the EOI is applied

S.No	Name of the BA	Name of the CSC	Category of CSC	Minimum bench Mark (Rs)
1	East Godavari	KAKINADA-GANDHINAGAR	CAT-2	2500
2	East Godavari	KAKINADA RAMANAYYAPETA	CAT-3	1000
3	East Godavari	PEDDAPURAM	CAT-3	1500
4	East Godavari	KOTHAPETA	CAT-3	1000
5	East Godavari	RAZOLE	CAT-3	1500
6	East Godavari	RAJAHMUNDRY CTO	CAT-3	1000
7	East Godavari	RAYAVARAM	CAT-3	1000
8	East Godavari	DOWLESWARAM	CAT-3	1000
9	East Godavari	ANNAVARAM	CAT-3	1000
10	East Godavari	GOKAVARAM	CAT-3	1000
11	East Godavari	AMBAJIPETA	CAT-3	1000
12	East Godavari	TATIPAKA	CAT-3	1000
13	East Godavari	TALLAREVU	CAT-3	500
14	East Godavari	GOLLALAMAMIDADA	CAT-3	500
15	East Godavari	KATRENKONA	CAT-3	500
16	East Godavari	I POLAVARAM	CAT-3	500
17	East Godavari	PRATHIPADU	CAT-3	500
18	East Godavari	ADDATEEGALA	CAT-3	500
19	East Godavari	KORUKONDA	CAT-3	500

OCSC FRANCHISEESHIP AGREEMENT

ANNEXURE-III

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

In accordance with the bid / Expression of Interest (EOI 2) BSNL-EG/S&M/CSC Cor/EOI-2/2019-20/04 dated 15-07-2020, this agreement is made at _____ day of _____ 20____,

Between

East Godavari Telecom District, of Bharat Sanchar Nigam Limited (BSNL), a Company incorporated under the Companies Act, 1956 having its Registered Office & Corporate Office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi-110001, Circle office at VIJAYAWADA and SSA Office at Rajahmundry (hereinafter referred to as "BSNL" which expression shall be deemed to include its successors and assigns wherever the context so admits or requires) through its duly authorized representative, ON THE ONE PART.

and

M/s _____ (hereinafter referred to as the "OCSC Franchisee" which expression shall include his servants, heirs, executors and administrators wherever the context so admits or requires) through its authorized representative, Mr. _____ ON THE OTHER PART.

WHEREAS

- (a) BSNL desires to appoint authorized OCSC Franchisees for outsourcing of O&M Activities of CSCs through BSNL Customer Service Centres on outsourcing basis. BSNL has invited bid / Expression of Interest (EOI 2) BSNL-EG/S&M/CSC Cor/EOI-2/2019-20/04 dated 15-07-2020 for _____ (Name of the OCSC and SSA). Based upon evaluation of bids received under said EOI, M/s _____ has been emerged as successful bidder for providing services to BSNL Customers through Customer Service Centres on the terms and conditions as mentioned in Expression of BSNL-EG/S&M/CSC Cor/EOI-2/2019-20/04 dated 15-07-2020.
- (b) The OCSC Franchisee M/s _____ has been appointed and it agrees to operate as an authorized OCSC Franchisee for provision of Services to the customers through OCSC subject to the terms and conditions mentioned in Expression of Interest (EOI) BSNL-EG/S&M/CSC Cor/EOI-2/2019-20/04 dated 15-07-2020
- (c) The OCSC Franchisee has agreed to extend the unconditional Bank Guarantee of Nationalized Bank for Rs. _____ valid for _____ years, _____ months submitted towards its Franchisee ship under S&D policy to this EOI and shall be refunded after due fulfillment of the terms & conditions of EOI and this agreement.
- (d) Since the OCSC Franchisee and the S&D Policy Franchisee is one and the same, as per the Q.No. 23 under Annexure-A of the EOI, "Existing Franchisee exempted from additional PBG (over & above bid security which will be converted to PBG), provided the existing PBG taken under S&D policy is higher than the required PBG as per CSC policy and C-TOP UP balance is not issued against cheques (against PBG of S&D policy)" and hence the OCSC Franchisee is exempted from submission of additional PBG as per EOI signed.

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

In consideration of due observance & performance of all the terms and conditions mentioned in EOI No BSNL-EG/S&M/CSC Cor/EOI-2/2019-20/04 dated 15-07-2020, BSNL and the OCSC Franchisee agree to sign this agreement on exclusive basis to provide services to the Customers through outsourced CSCs as per conditions contained in various parts, annexure, EOI of O&M Activities of BSNL CSCs.

1. The EOI and its future revisions, the annexure attached hereto, LOA and subsequent instructions to OCSC Franchisee shall form integral part of this agreement.

2. The OCSC Franchisee hereby agrees and unequivocally undertakes to fully comply with all the terms and conditions stipulated in the agreement along with its parts, EOI, LOA attached hereto without any deviation and reservation of any kind, unless mutually agreed between the parties at any given time.
3. The OCSC Franchisee has gone through and understood the proposed scope of work to be carried out through OCSC. However, BSNL reserves the right to make changes in the scheme of outsourcing of O&M Activities of OCSC at any time in future in the larger interest of BSNL and its Customers. The OCSC Franchisee understands and agrees that this OCSC Franchisee ship agreement is on “Exclusive Basis”.
4. The OCSC Franchisee shall provide information about BSNL Pproducts and Services to walk-in customers. The Franchisee shall use its best efforts to actively provide effective services to the subscribers of BSNL. The OCSC Franchisee always act in the interest of both BSNL and its subscribers.
5. The OCSC franchisee which is also performing as the S&D Policy Franchisee has accepted to extend the bank guarantee of Rs. _____ which was submitted against S&D Policy Franchisee ship as a security for OCSC Franchisee ship also and there by fore gone the Cheque facility for drawl of Stocks against this PBG. The PBG shall be valid for _____ years _____ months. The OCSC franchisee agrees to increase the amount or/and to renew / extend the PBG from time to time till the expiry of this agreement or till dues of BSNL by virtue of this agreement have been fully paid and its claims satisfied or discharged or till BSNL is satisfied that terms and conditions of this agreement are met without prejudice to its risks & remedies. BSNL shall encash the said PBG on breach of any of the terms & conditions of the agreement or failure of OCSC Franchisee to meet the targets or failure to provide service as stipulated in the EOI & Agreement.

6. Commencement of the Agreement :

The Agreement shall come into effect on the date mentioned in the heading of the Agreement, i.e.,..... The Agreement shall be valid for a period of One year from the date of its commencement and may be extended further for one year on such terms and conditions as conveyed by BSNL to the OCSC Franchisee prior to the expiry of the Agreement.

7. Appointment of the OCSC Franchisee:

- 7.1 BSNL shall appoint OCSC Franchisee for Outsourcing of O&M activities of CSC through the OCSC Franchisee. However, BSNL shall have a right to appoint any additional OCSC Franchisee(s) in the area of operation of BSNL and the OCSC Franchisee shall have no objection what so ever.
- 7.2 OCSC Franchisee shall not have any right or authority to negotiate, conclude or execute any contract or legal document with any third person in the name of BSNL.

8. Warranty:

The OCSC Franchisee hereby expressly warrants that the Services and territory as specified herein shall be efficiently serviced by the OCSC Franchisee network with high quality standards as specified by BSNL from time to time. The standards and specifications as set by BSNL shall be strictly adhered to by the OCSC Franchisee without any deviations.

9. Software:

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

10. Scope of work for “Operation & Maintenance” in OCSC as per EOI :

- 10.1 Sale of new SIMs. Normal and Bulk Booking/Vanity and fancy number booking/Post paid to pre-paid and vice versa conversions.
- 10.2 Plan change/ISD /International roaming/Call Conference.
- 10.3 VAS services.

- 10.4 Replacement of SIMs
- 10.5 Sale of post paid mobile connections
- 10.6 Sale of Top-ups/STVs/PVs
- 10.7 Complaint redressal.
- 10.8 Processing of MNP requests
- 10.9 Bill collection of Landline/Broadband/FTTH/Post paid Mobile.
- 10.10 New Phone bookings including Land line/Broadband/FTTH/Wings/ASEEM, Vanity booking/ISDN/PRI/BRI.
- 10.11 DND Activation/deactivation.
- 10.12 Handling of bill related queries and complaints.
- 10.13 Receiving and coordinating request for shift, name transfer and closure of connections.
- 10.14 Shifting of LL, BB, FTTH etc.
- 10.15 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.
- 10.16 All the above activities are to be done for retail as well as bulk/enterprise customers.
- 10.17 Aadhaar Enrolment and Updatons.

11. General Obligations of BSNL:

- 11.1 The Final Award Letter for successful bidders (OCSC Franchisees) will be issued by BSNL after observing usual proceedings as per EOI.
- 11.2 BSNL will provide User IDs and Passwords to OCSC Franchisee for smooth running of the OCSC.
- 11.3 BSNL will ensure for Provision & Maintenance of one high speed BB/FTTH connection under plan Rs. 749 ULD with BSNL ADSL/FTTH modem on rent free basis at the OCSC for their day-to-day operations on priority basis.
- 11.4 BSNL will nominate an Executive as In-Charge of OCSC in that respective SDCA for looking after various activities of OCSC and for proper accountability and will co-ordinate all the activities pertaining to that OCSC.
- 11.5 BSNL will ensure to issue the Demand Notes for Monthly Charges, Electrical Consumption Charges on the 1st day of the month (Monthly Charges is Advance Payment and the Electricity Charges is for previous month's usage) and the OCSC Franchisee should ensure that, these payments are to be made on or before 5th of every month.
- 11.6 BSNL will ensure the process of giving "APPROVAL" to the work orders generated by the OCSC in time for all the Transactions being done through that particular OCSC including LL, BB, FTTH, New SIM, Swap, MNP, Non Commercial Transactions of all CFA and CM Services on verification of Physical CAF submitted by OCSC.
- 11.7 BSNL will ensure supply of sufficient quantity of all types of Stocks, Marketing Support materials & CAFs and it is the responsibility of the OCSC Franchisee to ensure that availability of sufficient stocks of all types in the respective OCSC.
- 11.8 BSNL will ensure for provision of separate Vendor Code for all the OCSC Franchisees. The business done through these OCSCs should not be mixed up with the business done by the S&D Policy Franchisees even though both are same in that area of operation.

- 11.9 BSNL will ensure installation of separate Electrical Sub Meters for each OCSC for measuring the Electricity consumption charges consumed by the OCSC Franchisee.
- 11.10 BSNL will ensure making over of the existing CSC on “as-is where-is” basis to the OCSC franchisee.
- 11.11 BSNL will designate one Officer at SSA Level as Nodal Officer for all the OCSCs in the SSA and all these OCSCs will be monitored regularly as per the Terms and Conditions of EOI.
- 11.12 The designated SSA level Nodal Officer of OCSCs to ensure that all services provided by OCSC Franchisee to Customers are recorded in BSNL specified IT system. Further, the books of accounts maintained by the OCSC Franchisee may be called for as and when required by BSNL, for examination and cross-verification of Services offered by OCSC Franchisee.

12. General Obligations of OCSC Franchisee:

- 12.1 The OCSC Franchisee is responsible for all types of operations being done through the OCSC as per EOI till the end of the Contract. The Contract period will start from the day of signing the Agreement of Contract.
- 12.2 The OCSC Franchisee has to comply with all applicable taxes as per Central / States/ Local Laws.
- 12.3 The Franchisee has to maintain the OCSC as per the Agreement submitted and as per the EOI without any deviations.
- 12.4 The working hours of Category - I OCSC is from 8 AM to 8 PM and Category - II & III OCSCs is from 9 AM to 6:30 PM on all days except National Holidays.
- 12.5 The OCSC Franchisee has to engage sufficient Staff to man all the positions of the OCSC on regular basis for maintaining the proper Customer Services in OCSC.
- 12.6 The OCSC Franchisee has to pay the required amounts in respect of Monthly charges and Electrical Charges as per the Demand Notes issued by BSNL by 5th of every month without any deviations.
- 12.7 All the transactions made through the OCSC should be done only after obtaining physical CAF / request from the respective Customer.
- 12.8 All physical CAFs in respect of CM, CFA or other services are to be forwarded to the BSNL OCSC In-charge on daily basis. The OCSC franchisee should forward all the Physical CAFs in respect of CM Services, (New SIMs, MNPs, New Post Paid, SIM Swap Cases of both pre and Post Paid) as per the Sanchar Soft report to the Centralized CAF Unit at the SSA HQ for preservation and for future use.
- 12.9 Whenever a request is received for provision of LL, BB, LL with BB, FTTH, the OCSC has to send a request to the concerned Field Executive through the designated OCSC In-Charge for obtaining feasibility / BVR report before generating the Work Order. Work Order will be generated only after receipt of feasibility/BVR from the concerned Field executive.
- 12.10 The OCSC Franchisee has to operate all the transactions of the OCSC through the User IDs and Master C-Top-Up SIMs issued for that particular OCSC Franchisee by BSNL failing which they may forego the appropriate commissions which are eligible as per EOI. At any point, both the business of OCSC Franchisee and S&D Policy Franchisee should not be mixed up and should be operated separately.
- 12.11 The OCSC Franchisee has to maintain the OCSC premises neat and clean and it is the responsibility of the OCSC Franchisee to maintain the OCSC as per the EOI and as per the Policy of the BSNL in force with all the facilities like cleanliness, proper lighting, proper ventilation, Water, proper seating arrangements etc.
- 12.12 The OCSC Franchisee shall be responsible for all marketing activities like updating of poster/banners/new Tariff chart provided by BSNL or with their own cost etc.
- 12.13 After expiry of the contract period, the OCSC Franchisee must hand over existing Infra Structure of the OCSC like Buildings, Furniture, Fixtures, and Office Equipment like IT Peripherals on as is where is basis as being made over to them at the time of the commencement of the Contract in good and working condition failing which the OCSC Franchisee is liable for recovery of the cost of the Assets as per the BSNL rules in force.
- 12.14 Sale of products and services should be restricted only within OCSC. The OCSC Franchisee will not be allowed to sell any non BSNL products from the OCSC.**
- 12.15 The OCSC Franchisee shall submit the Commission bills as per the invoices generated in the designated software by BSNL for the transactions done at OCSC through the In-Charge of OCSC on monthly basis for arranging the payments in time.

- 12.16 The OCSC Franchisee shall maintain a suitable organization for the provision of Services in the allocated OCSC. 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.
- 12.17 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. The OCSC Franchisee shall adopt and implement security procedures acceptable to BSNL. Confidential and trade secret information shall remain the property of BSNL and shall be returned to BSNL upon termination of this Agreement in the manner prescribed by BSNL. The OCSC Franchisee hereby undertakes and agrees not to retain and make any copies of the entrusted confidential information.
- 12.18 The OCSC Franchisee shall, if so desired by BSNL, make alterations, modifications and install such furniture, fixture and air-conditioning equipment, introduce customer care hardware including computer with UPS, Modem etc. as required and mutually agreed upon, the cost of such alterations, renovation shall be borne exclusively by the OCSC Franchisee.
- 12.19 Unless otherwise agreed in writing, the OCSC Franchisee is solely responsible for all costs and expenses for maintaining its office and all related operating expenses incurred.
- 12.20 BSNL reserves the right to suspend the operation of this agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities. In such a situation, BSNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the agreement will not be a cause or ground for extension of the period of the agreement and suspension period will be taken as period spent. During this period, no charges for use of the facility of the OCSC franchisee shall be payable by BSNL.
- 12.21 Verification of POI/POA (photo, identity and address) of customer at the POS (Point of Sale)/OCSC, has to be done as per the various guidelines issued by DoT and BSNL from time to time. The OCSC Franchisee will be responsible for the verification done by all its staff and agents working within their network.
- 12.22 At the time of booking of any new connection, the OCSC Franchisee shall issue a formal receipt to the customer for collection of Deposits, Initial Payments, Modem Costs etc.
- 12.23 OCSC Franchisee must enter list of material received, sold and available with him on a daily basis through BSNL through specified IT system.
- 12.24 The OCSC franchisee terminated for a territory will be barred to participate in EOI for that territory for next two years.
- 12.25 The OCSC Franchisee, its agents and employees will not be the legal representatives, employees or agents of BSNL for any purpose and have no right or authority to incur any expenses on behalf of BSNL or to create, in writing or otherwise, obligations of any kind, express or implied, in the name of or on behalf of BSNL excluding the rights and duties under this Agreement. The OCSC Franchisee shall make no representations inconsistent with the foregoing, but so long as this Agreement remains in force, the OCSC Franchisee shall be entitled to describe itself as the "Authorized OCSC Franchisee" of BSNL for the services in the territory/OCSC.
- 12.26 The OCSC Franchisee shall not shift the operations to any other premises without written permission from BSNL. The OCSC Franchisee shall not secure subscribers from outside the allocated OCSC & confine its operation within the allotted OCSC only.
- 12.27 The OCSC Franchisee shall make all endeavour to ensure that no fraud of any kind, contractual, criminal or otherwise is committed by any prospective subscribers of OCSC in the matter of taking/providing BSNL connection and matters connected therewith. The OCSC Franchisee shall be responsible for the costs and consequences thereof inter-alia outstanding dues, litigation, losses, damages or loss suffered/to be suffered by BSNL etc.
- 12.28 The OCSC Franchisee is not authorized to assign or otherwise transfer the benefits of this agreement or part thereof to a third party.
- 12.29 The OCSC Franchisee shall provide his permanent address and bank account number, PAN at the time of signing the agreement.
- 12.30 The OCSC Franchisee will be given a code number as his identification. A 'SEAL' indicating the code number along with the name & address of the OCSC Franchisee shall be imprinted by the OCSC Franchisee on the subscriber application forms and prepaid application forms before forwarding them to BSNL.

- 12.31 The OCSC Franchisee shall be fully responsible for the employment or payment of wages to its employees and shall fully comply with all laws, rules, regulations, notifications, directions orders etc. of the Govt. whether Central, State, Local or Municipal relating to such employment, payment of wages etc. and all other matters connected therewith and hereby indemnifies and agrees to continue indemnifying BSNL in this regard.
- 12.32 The OCSC Franchisee shall perform their duty in strict compliance with all applicable laws in India along with rules and regulation of duly constituted Govt. authorities in India and shall obtain all licenses, restrictions or other approval, if any required by laws in India.
- 12.33 In connection with the services to be rendered, the OCSC Franchisee undertakes, affirms and agrees that OCSC Franchisee has fully authorized to enter into this agreement and subject to obtaining the necessary approval under applicable law, if any, required to perform this obligation here under according to the terms hereto.
- 12.34 The OCSC Franchisee shall pay all dues & outstanding to BSNL during the currency of agreement or on termination of the agreement as the case may, even if any dispute is pending between the OCSC Franchisee&BSNL.
- 12.35 The OCSC franchisee will have to abide by the policy rules, regulations & instructions of BSNL as revised/modified from time to time, without any prior notice to the OCSC Franchisee in respect of all matters including security deposit /PBG, incentive payable to the OCSC Franchisee etc.
- 12.36 Proper training and dress code for staff manning the counters should be ensured by the OCSC franchisee.

13. Commission to the OCSC Franchisee:

- 13.1 The Commission Structure for different types of Services being provided through the OCSC is as per the Commission Structure specified in the EOI, as per the S&D policy 2018 and as per the changes made by BSNL time to time.
- 13.2 The OCSC Franchisee will be paid for all sales at the rates as per the S&D Policy 2018, and related circulars on bill payments or as modified from time to time. In respect of CFA products, the commission for franchisee as defined in the franchisee policy 2017 vide CO-ND Lr.No. 65-36/2018-Mktg CFA & EB dated 12.02.2016 and further revision dated 19.09.2018 (placed at Annexure-III) or amended from time to time shall be applicable to CSC franchisee.
- 13.3 The OCSC Franchisee shall be paid Rs 20/- per Aadhaar demographic / Biometric or both updation and Rs 50/- per for new Aadhaar generation (Successful) or mandatory bio metric update. For Aadhaar related activity, operator should be through approved / empanelled agency by UIDAI. Penalty imposed by UIDAI for wrong Aadhaar Generation/wrong Demographic/Biometric updation will be passed on the OCSC Franchisee.
- 13.4 The OCSC Franchisee will get commission/facilitation charges as per franchisee policies of different products/services. All cash transactions in the OCSC shall be done through the CBP/CTOPUP wallet and no cash transactions shall be done between BSNL and OCSC Franchisee for Collections done in OCSC.
- 13.5 The OCSC Franchisee shall be paid Rs.2/- per transaction for items not defined in Franchisee S&D policy 2018. There will be a capping of 150% for all non commercial transactions e.g. issue of duplicate bills, DND activation/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.
- 13.6 For CM related sales, no FOS will be paid on SIM sale or Re-charge sale which is otherwise paid as per franchisee S&D Policy 2018.
- 13.7 All changes in Franchisee S&D policy will be implemented with reference to the Commission structure as and when BSNL does so.

14. Targets to the OCSC Franchisees:

- 14.1 Each OCSC will be assigned Monthly/Quarterly targets for sale of SIM, recharge and new connections based on the average volume of last quarter with an incremental increase up to 10%. The OCSC Franchisee agrees and shall adhere to targets and its terms as described in EOI.

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

15. Penalties to be imposed on OCSC Franchisee:

All the Services to be sold in the OCSC are as per the MRP Rates specified by BSNL failing which they are liable for penalty as per the BSNL rules in force. BSNL is having a right to terminate the Franchisee ship of OCSC without any notice on receipt of any such complaints from either through Customers or through any of the inspecting authority of BSNL.

16. Payment to Franchisee:

16.1 The payment to OCSC franchisee will be announced by BSNL from time to time and shall be revised or discontinued by BSNL as per the changes in business environment. The payment shall be subject to the terms & condition as described in the EOI and also as described in S&D Policy 2018.

16.2 All the Prepaid services will be issued on up-front model of commission as per the S&D Policy 2018.

16.3 For all the Post Paid services, Proforma Invoice is to be generated by the OCSC Franchisee through software mechanism and will be submitted to the BSNL as per the guidelines in the 1st week of the month for the transactions made during the previous month for arranging the payments.

16.4 All cash transactions in the OCSC shall be done through the CBP/CTOPUP wallet and no cash transactions shall be done between BSNL and OCSC Franchisee for Collections done in OCSC.

16.5 Franchisee shall take Rs.50/- as cash payment for each Aadhaar modification transaction from customers and deposit Rs.30/- per transaction to BSNL. BSNL CSC Nodal incharge shall verify all these transactions with Aadhaar login Portal.

17. Termination:

This Agreement can be terminated on any of the grounds and in the following manner:

17.1 Performance based termination: The OCSC franchisee inducted in two successive quarters for non performance as per targets will be considered for this exercise. All such OCSC franchisees will be given 30 days notice to wind up operations. However, monthly review for the OCSC franchisee who has been served with a Notice of Termination will happen for next month as per the process outlined above and any monetary penalties will still be applicable on non-performance. The OCSC Franchisees who are terminated will not be eligible to bid for OCSC EOI for that territory for the next two years. The PBG submitted by the OCSC Franchisee shall be forfeited, in case of termination.

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

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

(b) If the OCSC Franchisee commits any breach, of any of the terms and conditions of this agreement and if such breach is not capable of being remedied, or

(c) If the OCSC Franchisee is found involved in fraud or other illegal or unethical activities in relation to any subject matter associated with this agreement, EOI.

17.3 BSNL can terminate this agreement for any other reason at any time during the term of this agreement by delivering not less than 15 days prior written notice of such termination to the OCSC Franchisee.

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

17.5 BSNL can terminate this agreement if the OCSC Franchisee is failed to sale BSNL services at

MRP rates as specified by BSNL as per EOI, S&D Policy and also circulars issued from time to time and also basing on the complaints received from the Customers on these MRP Rates through various mechanisms by delivering not less than 30 days prior written notice of such termination to the OCSC Franchisee.

18. Liquidated Damages:

Liquidated Damages along with applicable GST (if any): If the OCSC Franchisee fails to deliver the services as per agreement schedules, parts, Annexure, EOI and CM-S&D Policy-2018 or adhere to the targets as prescribed and agreed herein, or breach of any of the terms and conditions of this agreement or surrender of franchisee-ship at its own will, without prejudice to other remedies available to BSNL, BSNL shall be entitled to recover, as pre estimated agreed liquidated damages for breach of contract, a sum equivalent to PBG or as decided by BSNL for failure to provide services or breach of terms and conditions of the agreement as well as initiation of legal action against OCSC Franchisee. BSNL shall debar the OCSC Franchisee for future dealings with BSNL for any contract / Franchisee ship/dealership etc.

19. Insurance:

The liability to insure OCSC Franchisee's stocks in the OCSC 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.

20. Indemnification:

20.1 The OCSC Franchisee hereby agrees to well and sufficiently protect and keep harmless and indemnify BSNL, against all type of embezzlement, misappropriation or misapplication of money or fraud if any committed by prospective subscriber(s).

20.2 The OCSC Franchisee agrees to fully indemnify and keep indemnified BSNL against all losses or any claims for damages, recoveries, proceedings, actions, judgement costs or any other claims of whatsoever nature, which may be brought or commence against BSNL or which BSNL may or may have to bear, pay or suffer directly or indirectly in connection with breach of OCSC Franchisee agreement or any third party owing to deeds or misdeeds attributable to the OCSC Franchisee, or any claim of breach of any statutory regulation, orders from any Govt. bodies requires or breach of any clause or term and conditions of this agreement BSNL shall be vested with the sole discretion to determine such damages/ claims and have the right to adjust the same from any dues payable to the OCSC Franchisee.

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

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

21. OCSC Franchisee as independent entity:

21.1 The OCSC Franchisee, its employees, agents and representatives shall provide Services as an independent "entity" on an exclusive basis and nothing contained herein shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent between the parties hereto, or between BSNL and the OCSC Franchisee representatives and employees or to provide Services with any right, power or authority, or to provide the OCSC Franchisee with any right, power or authority, whether express or implied to create any such duty or obligation.

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

22 Joint and Several:

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

23. General Terms & Conditions:

- 23.1 OCSC Franchisees will be given right to view OCSC Franchisee portion of Sanchar soft, CCM, CRM which they are supposed to view periodically and take necessary actions.
- 23.2 BSNL reserves the right to change the terms of trade from time to time with notice period of 30 days.
- 23.3 BSNL reserves the right to withhold or delay the incentives for the OCSC Franchisee in case of any pending disputes in matters relating to activations or cancellations.
- 23.4 The decision of BSNL will be final on all matters relating to the business and will be binding on the OCSC Franchisee.
- 23.5 The OCSC Franchisee shall comply with all applicable laws, bye Laws rules, regulations, orders, directions, notifications etc of the Govt./Court/Tribunals and shall also comply with all directions issued by BSNL and provide BSNL with all information and cooperation that BSNL may reasonably require from time to time.
- 23.6 The OCSC Franchisee has to fully cooperate with BSNL to investigate any complaint from the public, S&D Policy Franchisee or BSNL's Officers and Teams.
- 23.7 BSNL Shall not be liable for any act of commission or omission of any third party.
- 23.8 In case any GST and/or cess liability, interest, penalties or any other tax/duty/amount/charge/liability/professional costs related to litigation becomes payable by BSNL or ITC is denied to BSNL due to failure of the OCSC Franchisee to comply with the relevant laws /regulations applicable in India or overseas, OCSC Franchisee undertakes to indemnify BSNL for an amount equal to amount payable by BSNL and the same shall be recovered by BSNL.
- 23.9 In case of any deviation, default or negligence on the part of the OCSC franchisee due to which it is liable to pay penalty to BSNL, the same shall be recovered by BSNL from the OCSC Franchisee along with applicable GST.
- 23.10 BSNL shall deduct tax at source, if required, under GST Act and GST regulations, any law or any regulation.
- 23.11 All taxes present & future, that may be levied by the Govt./local authorities etc. will be applicable to the OCSC franchisee account only.
- 23.12 Duration of the contract will be 1 year. After 1 year, the contract may be extended further for 1 year on the same terms and conditions based on the performance.

24. Governing Language and Law:

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

25. Notices:

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

26. Remedies for enforcement:

- 26.1 Nothing shall be construed to restrict the right of BSNL to institute appropriate proceedings at law and equity to obtain injunction or other relief on account of any default hereunder whether or not BSNL has exercised its right to terminate the agreement.
- 26.2 The remedies granted to BSNL will be cumulative and are not intended to be exclusive if any, other remedies to which it may be lawfully entitled in case of any breach or threatened breach of the terms and provisions. Failure of BSNL to insist on strict performance of any of terms and provisions of the agreement or to exercise any right or remedy shall not be construed as a waiver of any such rights.

27. Forfeiting of PBG:

- 27.1 PBG shall be forfeited, in case the OCSC Franchisee does not start business within stipulated time frame as mentioned under agreement.
- 27.2 PBG shall be forfeited if franchisee-ship is terminated on performance based evaluation mentioned under agreement.
- 27.3 PBG shall be forfeited, in case the OCSC Franchisee commits any breach, of any of the terms and conditions of this agreement, EOI & S&D Policy of BSNL.
- 27.4 PBG shall be forfeited, in case the OCSC Franchisee is found involved in fraud or other illegal or unethical activities in relation to any subject matter associated with this agreement.
- 27.5 PBG shall be forfeited, in case the OCSC Franchisee is failed to sale BSNL services at MRP rates as specified by the BSNL as per EOI, S&D Policy and also circulars issued from time to time and also basing on the complaints received from the Customers on these MRP Rates through various mechanisms.

28. Force Majeure:

- 28.1 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.
- 28.2 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.

29. Dispute Resolution/Arbitration:

- 29.1 Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy, or differences arising out of or relating to this agreement, or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (sixty) days from the date of making of such request.
- 29.2 Any question, dispute or differences arising out of or in connection with this agreement or breach, termination or validity hereof, shall be first endeavoured to be settled through bipartite discussion or negotiations between the parties. If the dispute cannot be amicably settled either party, as soon as practicable, but not earlier than three months after a request to settle the dispute amicably has been made to the other party, give to the other party note in writing or existence of such question, dispute or difference, specifying the nature and the point at issue, and the same shall be finally settled by Arbitration to be conducted in accordance with the Arbitration and Conciliation Act 1996 and any modifications or re-enactments there to and relevant laws and regulations in force at that time in India. All such disputes and differences which may arise between the parties hereto as to the meaning, construction or effect of any of the terms and conditions of this agreement or as to the right or claim of either party under this agreement shall be referred to the sole arbitration of the General Manager Telecom District of the SSA or his nominee including any officer of BSNL

nominated by him and the OCSC Franchisee shall not raise any objection to such arbitration on the ground that the arbitrator is an officer of BSNL and as such is an interested party or that the Arbitrator so appointed has earlier dealt with the subject matter of this agreement. Any order / Directions / Awards of the Arbitrator shall be final and binding on both the parties. The arbitration proceedings shall take place in SSA and will be governed by the provisions of The Arbitration and Conciliation Act 1996 or of any statutory amendment thereto or any re-enactment thereof for the time being in force. The Arbitrator so appointed shall pass a speaking award. In case of any dispute, the Court alone shall have the territorial jurisdiction to adjudicate upon the matter.

30. Set Off:

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

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 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 _____

List of authorized representatives:

(a) As designated in writing by BSNL:

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

(b) As designated in writing by the Franchisee:

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

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

**“I S/o R/ohere by
Certify that none of my relative(s) as defined in the EOI document is/are employed in
BSNL unit as per details given in tender document. In case at any stage, it found that the
information given by me is false / incorrect, BSNL shall have the absolute right to take
any action as deemed fit / without any prior intimation to me.”**

The near relatives for this purpose are defined as:-

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

Dated this Day of 20...

Seal and Signature:

PROFORMA For the BIDSECURITY/ EMD Guarantee

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

Security/EMD guarantee.

Whereas M/s

R/o..... (Hereafter referred

to as Bidder) has approached us for giving Bank Guarantee of Rs...../-
(Hereafter known as the "B. G. Amount") valid up to/...../ 20... (Hereafter known
as the "Validity date") in favor of GMTD, BSNL , Rajamahendravaram (Hereafter referred to as
BSNL) for participation in the tender for vide
Tender no.

Now at the request of the Bidder, We Bank Branch

Having..... (Address) and
Regd. office address as

..... (Hereinafter called "the Bank")
agrees to give this guarantee as hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".

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

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

is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything herein contained ;

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

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

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favor of "AO (Cash), BSNL, Rajamahendravaram - 533150" payable at Vijayawada.

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)

Rubberstamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

Performa For the Performance Bank Guarantee

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

Dated:.....

Whereas GMTD , BSNL , Rajamahendravaram Telecom District R/o
.....(hereafter referred to as BSNL) has issued an APO
no..... Dated/...../20....the supply of
.....
..... for M/s..... R/o
..... (hereafter referred to as "Bidder") and BSNL has asked
him to submit a performance guarantee in favour of GMTD , BSNL , Rajamahendravaram
Telecom District of Rs.- (hereafter referred to as "P.G. Amount") valid up to
...../...../20... (hereafter referred to as "Validity Date")

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

2. We, " Name of the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.

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

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

5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other

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

6. 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 favor of "AO (Cash), BSNL,Rajamahendravaram-533150 payable at Rajamahendravaram.

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

ANNEXURE -VII

Details about the firm (Bidder)

S.No	Details Required	Response from the bidder
1	Full Name of the Firm (in capital letters)	
2	Address of the Firm	
3	Contact Number. Of the Firm	
4	Details of the authorized signatory	Name
		Designation
		Phone
		Mobile
		Email
		Address:
5	Type of Firm (proprietary /Partnership/Ltd/Pvt. Ltd)	
6	Income Tax Account No./ Pan No.(Latest Income Tax clearance certificate to be attached with proposal)	

7	Board of directors	1
		2
		3
		4
		5

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

Signature designation & Seal of Firm

Name & Full Address of the Firm

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach before date of bid opening)

To

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

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

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

i.

ii.

Alternate representative

Signature of Bidder Or

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

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

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

ANNEXURE-IX

Mandate Form for payment through ECS / RTGS / NEFT

BANK DETAILS

	Tenderer Name	
1	Name of the city	
2	Account Name	
3	Type of Account	
4	Bankers Name	
5	Bank Account number	
6	Branch Address	
7	Branch Name	
8	Branch phone no.	
9	MICR code	
10	IFSC code	
11	Supplier phone number	
12	Supplier email ID	
13	Pan number	
14	TIN number	

ANNEXURE-X

AGREEMENT

The successful tenderer shall have to execute the following agreement;

The agreement made on thisday of (month)(Year).....between M/sherein after called "The Contractor" of the one part & the DGM (S&M) %GMTD BSNL Rajamahendravaram on behalf of CMD,BSNL here in after referred to as the BSNL, of other part for the tender no. **BSNL-EG/S&M/CSC corr/EOI-2/2019-20 for CSCs outsourcing for Operation and maintenance of BSNL CSCs in East Godavari SSA dtd.06.07-2020** Whereas the contractor has offered to enter into contract with the said BSNL for the Operation and maintenance of BSNL CSCs in VISAKHAPATNAM SSA on the terms and conditions herein contained and the rates approved by the BSNL (copy of Rates annexed) have been duly accepted and whereas the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

Now these represent witness and it is hereby agreed and declared by and between the parties to these presents as follows.

- 1) The contractor shall, during the period of this contact that is to say fromtoor until this contact shall be determined by such notice as is hereinafter mentioned, safely carry out Operation and maintenance of BSNL CSCs in VISAKHAPATNAM SSA and other associated works as described in tender documents (annexed to the agreement), when the BSNL or **GMTD BSNL RAJAMAHENDRAVARAM** or any other persons authorized by **GMTD BSNL RAJAMAHENDRAVARAM** in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
- 2) The EOI(Expression of Interest), Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The Agreement" or "The Contract" wherever herein used.
- 3) The contractor shall maintain sufficient manpower as required for the proper execution of work within the prescribed time as per the EOI guidelines.
- 4) The contractor hereby declares that nobody connected with or in the employment of the BSNL of Telecommunications / DTS is not / shall not ever be admitted as partner in the contract.
- 5) The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the EOI document including any correspondence between the contractor and the BSNL having bearing on execution of work and payments of work to be done under the contract.

In witness whereof the parties present have here into set their respective hands and seals the day and year in

Above written:

Witness:

- 1.
- 2.

Witness:

- 1.
- 2.

**Signed sealed & Delivered by
The above named contractor in
The presence of**

**Signed Delivered on behalf of
The CMD, BSNL by the DGM(S&M)
O/o GMTD,RMY.**