BHARAT SANCHAR NIGAMLIMITED
General Manager Telecom District
Guntur Business Area

Expression of Interest

For Outsourcing the

Operation and Maintenance of

BSN CUSTOMER SERVICE CENTERS

In Prakasam District, Guntur BA

EOI No:GMTD-ONG/SDE(S&M)/Tender/Outsourcing/CSC/2019-20/17.... Dated: 31/12./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 ……

Last date of submission/Date of opening of Bid…… Before 14.00 hrs of 20-01-2021 / 15.00 hrs of 20-01-2021.

Signature and Seal of issuing authority……

General Manager Telecom District Prakasam Operational Area Guntur Business Area		BHARAT SANCHAR NIGAM LIMITED (A Govt. of India Enterprise) Prakasam District ,Guntur B.A

From
Assistant General Manager (Sales & Mktg)
O/o General Manager Telecom District,
BSNL, Guntur (Business Area).

To

Sub: EOI for Outsourcing the Operation and Maintenance of BSNL CSCs in Prakasam District of Guntur B.A - reg.

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

Sl No	Item	Description	Page No.
1	Section-A	Detailed NIT.	5-7
2	Section-B	Scope of the Work for O&M of CSCs.	8-12
3	Annexure – I	Financial Quote.	13
4	Annexure-II	Categories of CSCs in Prakasam SSA.	14
4	Annexure-III	Agreement.	15-21
5	Annexure-IV	Non relative certificate.	22
6	Annexure-V	Bid Security.	23-24
7	Annexure-VI	Performance Bank Guarantee.	25-26
8	Annexure-VII	Details of the bidder (Firm).	27-28
9	Annexure-VIII	Letter of authorization.	29
10	Annexure - A	Clarifications on queries.	30-31
11	Annexure - B	Commission structure	32-33

Assistant General Manager (Sales & Mktg)
O/o General Manager Telecom District
BSNL, Guntur -522007

This document contains 33 pages including the cover page. Please check that all the pages are intact in the document.

CHECK LIST FOR BIDDERS / APPLICANTS.

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

S. No.	Documents to be submitted	Documents submitted	
		Y / N	Page No. at which Document Attached
1	All pages of this EOI document, duly signed by the authorized signatory in a token of acceptance of all terms and conditions by the bidder. Any other document submitted by the bidder should also be signed by the authorized signatory.		
2.	Duly filled application form for individuals/companies/firms		
3	Mutual non-disclosure Agreement (On Rs. 100/- non-judicial Stamp paper) attached as Annexure-III is mandatory for obtaining EOI Document.		
4	Two Stage Bid – Separate Covers for Technical and Financial Bids. Bid names should be specified on the Covers.		
5	If EOI document is downloaded from Internet, a DD of Rs1180/- as cost of the bid document from a Nationalized / Scheduled Bank should be attached.		
6	General Power of attorney in favor of the signatory signing the EOI Documents		
7	Attested copy of Article or Memorandum of Association or partnership deed or proprietorship registration as the case may be.		
8	Attested copy of GST Registration number.		
9	Attested copy of PAN Number.		
10	Attested copy of current & valid clearance from State authorities if applicable.		
11	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.		
12	Attested copy from CA of turn over details		
13	Certificates for experience		
14	Latest Income Tax clearance certificate		
15	Any other supporting documents as asked for or called for.		

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

Bharat Sanchar Nigam Limited

General Manager Telecom District,

PRAKASAM operational Area, Guntur B.A

Details of the CSC for which the EOI is applied

(To be filled by the applicant)

Name of the BA/SSA	Name of the CSC	Category of CSC

Name and address of the firm
……
……
……
……

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

:Details of the EOI Document Cost and Ernest Money Deposit:

Particulars		Issuing Bank with branch name	Issuing date	Validity	Amount (Rs.)
EOI Document cost	DD No…… …….			N/A	Rs.1180/-
EMD(in the form of BG/DD)	DD/BG No…….. …….			Valid upto ……	……..

Seal & Signature of Bidder ……

Bharat Sanchar Nigam Limited
General Manager Telecom District,
PRAKASAM Operational Area, Guntur B.A

SECTION 'A'

NOTICE INVITING EOI(Expression of Interest) for Outsourcing the Operation and Maintenance of BSNL CSCs in Prakasam District, GUNTUR B.A.

EOI No.....

1. Sealed EOI (location wise) are invited on behalf of CMD BSNL by GMTD, GUNTUR B.A for **the Operation and Maintenance of BSNL CSCs ,in Prakasam SSA Guntur B.A** and provision of services to BSNL , from eligible and willing bidders as mentioned in Table-I below.

Table –II (category-2 CSC)

EMD	Cost of EOI Document	Last Date & Time for Bid submission	Date & Time of Bid opening	Name of BA	Name of CSC	Code No. CSC
Rs.75,000/-	Rs.1180/- (inclusive of GST)	Before 14.00 hrs of 20-Jan-2021.	15.00 hrs of 20-01-2021	**Enclosed as Annexure-II**		

Table –III (category-3 CSC)

EMD	Cost of EoI Document	Last Date & Time for Bid submission	Date & Time of Bid opening	Name of BA	Name of CSC	Code No. CSC
Rs. 25,000	Rs.1180/- (inclusive of GST)	Before 14.00 hrs of 20-01-2021.	15.00 hrs of 20-01-2021	**Enclosed as Annexure-II**		

Note- The sale of EOI document will be from 10.00 hrs of 31-12-2020 to 13.00 Hrs of 20-01-2021 on all working days w.e.f …31-12-2020.

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/world wide. The following criterion shall be met by the bidder company and/or legally bound consortium who intend to participate in this EOI and only those bidders who qualify the following conditions, need put in the proposal:

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

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

OR

Bidder Company shall have a Net worth of INR 2 Crore 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. The Circle heads are authorized to decide Cumulative turnover of Existing BSNL Franchisee/RD (CM, CFA, integrated) from BSNL business during the last Three years(i.e. financial year 2016-17, FY 2017-18, FY 2018-19) by them selves

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 at2.3.

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. 25,000**

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, Guntur (BA) 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 , Guntur"

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, who 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 proforma 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 , Guntur**

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 Prakasam District, GUNTUR B.A " and it should be dropped in drop box kept in the office of AGM(S&M), O/o GMTD, Guntur (i.e Room no:320)

6. **Opening of EOI:–**EOI shall be opened as per schedule attached, in the office of the AGM(S&M), O/o GMTD, Guntur (i.e Room no:320) 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 , Guntur

SECTION-B

1. Scope of work for "Operation & Maintenance of BSNLCSCs".

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) The Bidder must hand over existing Infra Structure of the CSC like Buildings, Furniture, Fixtures, and Office Equipments like IT Peripherals in as is where is basis as being made over to them at the time of the commencement of the Contract.
(6) Bidder may be permitted to utilize existing electric equipments light, fans, air-conditioners etc if available otherwise they shall bring their own.

(7) Bidder should be responsible for maintaining infrastructure, electric equipment, furniture, computers and replace the same if required, for proper upkeep of the CSC.
(8) One high speed BB/FTTH connection may be provided at CSC and connectivity to BSNL IT systems shall also provided by BSNL on rent free basis.

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 as per Franchisee S&D Policy 2018 and related circulars on bill payments or as modified from time to time.

(vi) Bidder shall be paid Rs 20 per Aadhaar demographic / Biometric or both updating 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 updating 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/deactivation etc. based on average monthly volume of last six months but it will be further restricted to ensure that it is not more than10%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 policy2018.

(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 partners details along with their address, contact telephone numbers etc.

(iv) Board's resolution in favour of authorized signatory.

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

(vi) Certificates regarding eligibility conditions as per EOI.

(vii) Audited results of last three financial years(FY2016-17,FY2017-18 and FY2018-19)

(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) 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 Bidders qualified in the Technical evaluation will only be consider for further evaluation of their Financial Bids.

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 BSNL has fixed an amounts of Rs. 10,000/- and Rs. 04,000/- as the Floor Price per month for the Category – II and Category – III CSCs respectively and the Bidders has to quote an amount higher to this Floor Price only. 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. Further, **If there is a discrepancy in the amounts of "Figures" and "In Words" quoted by the bidder, then the amount specified in the "In Words" will be taken as final.**

6. Performance Bank Guarantee (PBG)

(a) The successful bidder shall have to pay Performance Bank Guarantee

(PBG)/SD 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 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 quarter shall lead to first notice for termination of contract.
c) On second failure to meet the target for One more quarter, the actual termination of contract done.
d) The BSNL has right to reject any bid/cancel the EOI at any stage, cancel the Contract at any stage without assigning any reason.

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 accordance with The Arbitration and Conciliation Act 1996 any modifications or reenactments 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 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 PRAKASAM 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 Vijayawada 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 Vijayawada Court alone shall have the territorial jurisdiction to adjudicate upon the matter.

10. Clarification for Queries raised regarding Policy Guidelines for outsourcing the Operation and Maintenance of BSNL CSCs is enclosed as ANNEXURE-A

ANNEXURE –I

FINANCIAL QUOTE

1.The bidder should quote a fixed monthly 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 Operational Area	Name of CSC	Category Type	Monthly Financial Quote by BSNL (in Rs.)**	Monthly Financial Quote by Bidder (in Rs.)**	In Words
1	PRAKASAM	**CHIRALA**	II	1000/-		
2	PRAKASAM	**MARKAPUR**	III	500/-		
3	PRAKASAM	**KANDUKUR**	III	500/		
4	PRAKASAM	**KANIGIRI**	III	500/		
5	PRAKASAM	**PAMURU**	III	500/		
6	PRAKASAM	**ULAVAPADU**	III	500/		
7	PRAKASAM	**GIDDALURU**	III	500/		
8	PRAKASAM	**ADDANKI**	III	500/		
9	PRAKASAM	**PODILI**	III	500/		
10	PRAKASAM	**DARSI**	III	500/		
11	PRAKASAM	**MARTUR**	III	500/		
12	PRAKASAM	**CUMBUM**	III	500/		

**** TAXES shall be extra as applicable.**
If there is a discrepancy in the amounts of "Figures" and "In Words" quoted by the bidder, then the amount specified in the "In Words" will be taken as final.

2. BIDDER WILL PRESENT MONTHLY CLAIMS WITH SUPPORTING DOCUMENTS.

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

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

Signature of the Authorised signatory with Seal

ANNEXURE –II

Sl.No.	Name of Operational Area	Name of CSC	Category Type
1	PRAKASAM	**CHIRALA**	II
2	PRAKASAM	**MARKAPUR**	III
3	PRAKASAM	**KANDUKUR**	III
4	PRAKASAM	**KANIGIRI**	III
5	PRAKASAM	**PAMURU**	III
6	PRAKASAM	**ULAVAPADU**	III
7	PRAKASAM	**GIDDALURU**	III
8	PRAKASAM	**ADDANKI**	III
9	PRAKASAM	**PODILI**	III
10	PRAKASAM	**DARSI**	III
11	PRAKASAM	**MARTUR**	III
12	PRAKASAM	**CUMBUM**	III

Annexure-III

MUTUAL NON DISCLOSURE AGREEMENT
(ON Rs 100/- Non- Judicial Stamp Paper)

This Agreement is made as of the _____ Day of _____BHARAT SANCHAR NIHAM 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_____here in after 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 with in various areas including without limitation

(i) (ii)___(iii)_____and information listed in Bid document for Customer Service Centre attached hereto and stated herein above or all information of disclosing party as in its possession under obligations of confidentiality in whatever form transmitted relating to business plan ,operations and/or the proposed sale, purchase & use of telecommunications services which is disclosed by the disclosing party or its affiliates/ related Company to receiving party and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party. Confidential Information means Information consists of certain specifications, designs, plans, systems, technology, manufacturing process, drawings, software, prototypes and/or technical information and all information & knowledge regardless of form of storage relating to or developed in connection with Business purpose and for any businesses, prices, products, markets, promotions, strategies, plans, customers, suppliers or employees of disclosing party or related Company or

intellectual property owned or used by disclosing party or a related Company or licensed to the disclosing party or related Company and all copies and derivatives containing such information, that may be disclosed to other another for and during the business purpose, which a party considers confidential information.

Confidential information may be in any form or medium, tangible or intangible, and may be communicated / disclosed in writing, orally, or through visual observation or learnt or accessed by or by any other means to receiving party by the disclosing party. Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary as confidential, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party within thirty (30) days of the initial disclosure. The term 'affiliate' shall mean any person or entity controlled by or under common control with a party. The related company in relation to a party means :that party's subsidiaries, holding companies and any other subsidiaries of that party's holding companies:

(a) a company or joint venture in which a party has an equity interest, and which is or may be involved in providing a telecommunications or Internet access service; and

(b) In case of M/s_____ _____and BSNL hereby agree that at during the confidentiality period:

2.

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

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

c. That the receiving party take reasonable steps to enforce the confidentiality obligations imposed or required to be imposed by this agreement, including diligent by prosecuting at its own cost, any breach or threatened breach of such confidentiality obligationsbyapersontowhomithasdisclosedconfidentialinformationoftheotherparty.

d. Neither party shall make any public announcement or press release the fact that the discussionistakingplacebetweenthepartiesorexistenceorcontentofthisAgreement

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

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

g. The receiving party obtains or was available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.

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

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

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

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

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

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

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 RESPECTTOINFRINGEMENTOFINTELLECTUALPROPERTYRIGHTSANDALLWARRANTIESASTO THE ACCURACY OR UTILITY OF SUCH INFORMATION. Execution of this Agreement and the disclosure of information pursuant to this agreement does not constitute or imply any commitment, promise, or inducement by either party or its affiliated/related companies to make any purchase or sale, or to enter into any additional agreement of any kind.

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

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

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

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

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

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

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

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

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

(i) If to M/.s:_____ (ii) If to BSNL:

Attention: Mr./Ms _____ Attention: Mr./Ms_____

Address: _____ Address:_____

_____ _____

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

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

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

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

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

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

If the dispute, difference, controversies /differences of opinion, breaches and violation arising from or related to the agreement cannot be resolved within 6o(sixty) days of commencement of reconciliations / discussions, then such question, dispute or difference (except as to the matters, the decision to which is specifically provided under this agreement) shall be referred to the sole arbitration of the_____BSNL or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise)with the functions of the

_____or BSNL or by whatever designation such an officer may be called(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 the_____or the said officer. There will be no objection to any such appointment on the ground that the arbitrator is a BSNL employee or Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant or BSNL employee, he has expressed his views on all or any of the matters in dispute. In the event of such an arbitrator to whom the matter is referred, being transferred or vacating his office or neglecting his work or being unable to act for any reason what so ever, the___BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

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

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

IN WITNESS WHERE OF, the parties here to have executed this Agreement by their duly authorized officers or representatives.

FOR AND ONBEHALF OF	**FOR AND ON BEHALF OF BHARAT SANCHAR NIGAM LIMITED**
NAME: _____	**NAME:** _____
DESIGNATION: _____	**DESIGNATION:** _____
DATE:	**DATE:**
WITNESS	**WITNESS**
1.	**1.**
2.	**2.**

ANNEXURE – IV

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/o ..... hereby 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. Incase 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: ……..

ANNEXURE –V

PROFORMA For the BID SECURITY/ EMD Guarantee

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

Sub: Bid Security/EMD guarantee.

Whereas M/s ……

R/o .....(Here after referred To as Bidder) has approached us for giving Bank Guarantee of Rs. /- (here after known as the "B.G. Amount")valid upto…../……/20….....(here after known As the "Validity date")in favor of GMTD, BSNL,GUNTUR BA (Here after referred to as BSNL) for anticipation in the tender for.....vide tender no. …….. Now at the request of the Bidder, We …… Bank Branch having .....(Address) and Regd. Office address as ……..…… (Here in after called 'the Bank")agrees to give this guarantee as herein after 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 and 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 here under 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. Incase BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash), O/o GMTD, Guntur " payable at Guntur.

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 ……

ANNEXURE –VI

Performa For the Performance Bank Guarantee

(TobetypedonRs.100/-non-judicial stamp paper)

Dated:……..

Whereas GMTD, GUNTUR B.A BSNL 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, GUNTUR B.A 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 here by under take and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in anyway 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 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 ands hall 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 for ebeartoen force any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other

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

6. Notwithstanding anything herein contained;

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

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

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash), O/o GMTD, Guntur" payable at GUNTUR.

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

ANNEXURE-VIII

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach before date of bid opening)

To

The Assistant General Manager (Sales & Mktg),
O/o General Manager Telecom District,
BSNL, Guntur Business Area

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

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

Order of preference	Name	Specimen Signature
i.		
ii.		

Alternate representative

Signature of Bidder

Or

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

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

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

ANNEXURE-A

Clarification for Queries raised regarding Policy Guidelines for outsourcing the Operation and Maintenance of BSNL CSCs

Q.No.1: Evaluation criteria may be clarified for bidder who quotes the same bid amount in EOI.
Ans: Through reverse auction as per procurement manual.
Q.No.2: Retail chain i.e. Franchisee of the other Telecom Service Provider shall be restricted to participate in the bid/EOI.
Ans: Yes, only BSNL franchisees are entitled as per clause 2.4 in eligibility criteria.
Q.No.3: Bidder shall be restricted to use CSC and shall not extend services using CSCs.
Ans: All activities to be done through CSC are already defined. Only BSNL products and services are to be sold from CSC.
Q.No.4: Along with the BSNL Franchisees/RD, TIPs/channel partners with at least 1 year of experience may also be allowed to participate in the EOI /Bid for CSCs as they are FTTH (CFA) business.
Ans: Not agreed, however they can participate if they are eligible otherwise, there is no bar.
Q.No.5: BA/SSA-wise EOI may be considered for different type of CSCs namely Category-I, Category-II & Category-III instead of Circle-wise EOI.
Ans: The evaluation is to be done for each CSC as H1 bidder and not package so circle may decide the method of floating EOI but it is preferred that one EOI is floated and bidder is free to bid for one or any number of CSC in the EOI.
Q.No. 6: Whether separate user credentials will be created for bidder or the existing CSC user credentials are to be used for system like SancharSoft, Kenan FX, Minsat etc.
Ans: Suitable login arrangements will be available for bidder as user
Q.No.7: Non commercial transactions made by bidder should include change of billing address, change of mobile No., GSTIN update, change of plan, 5% rebate to Govt. employees etc.
Ans: All transactions available through system are part of Rs.2/- per transaction payments.
Q.No.8: Specification of high speed BB/FTTH plan that is to be provided at CSC.
Ans: Suitable plan will be intimated.
Q.No.9: Penalty imposed by UIDAI for wrong Aadhaar Generation / wrong Demographic / Biometric updation is to be passed on the bidder
Ans: Yes, it should be incorporated in the EOI.
Q.No.10: Uniform dress code for bidder staff working at CSC on PAN India basis for proper market image of BSNL.
Ans: Not mandatory.
QNo.11: Turnover for Franchisees/RD (CM-CFA integrated) can be reduced to 30 Lakhs instead of 50 Lakhs from BSNL business during last 3 years for their eligibility and better competition during bidding.
Ans: Not agreed.
Q.No.12: Initial duration of contract can be for 2 year which can be further extended for 1 year based on bidder performance under same terms and conditions.
Ans: Not agreed.
Q.No.13: Issue of address/Advice Note of PRI/BRI in accordance with the approval of competent authorities.
Ans: All circuits booking shall be done in BSNL owned CSCs.
Q.No.14: Please allow sale of product like ONU, ONT, Adapter, Other product as approved by SSA time to time.
Ans: Not agreed, other methods will suitably be intimated in due course.
Q.No.15: For Bill Collection /Recharge Emitra kiosks model shall also be accepted
Ans: In no CSC, the hybrid arrangement shall be implemented having both BSNL staff and outsourced arrangement of manning in any BA/SSA.
Q.No.16: On UIDAI Rate GST will be extra
Ans: As per UIDAI rate guidelines.

Q.No.17: BSNL TIP shall also be treated as BSNL Franchisee for eligibility

Ans: Not agreed.
Q.No.18: PBG shall return to the vendor once he do Capex investment at CSC for improvement of CSC of similar or higher amount.
Ans: Not agreed.
Q.No.19: Termination of contract should be linked with non-performance like not attending the customers as SIM sale and Recharge may depend upon market conditions
Ans: As per policy guidelines.

A. Eligibility Criteria

Q.No.20: a. Clause 2.4 - may be modified as
a.1. For cat-3 CSCs- All existing Franchisees /Rd/DSA/BSNL Exclusive LCO are eligible and do not need any more eligibility criteria as mentioned in 2.1, 2.2 or 2.3
Ans: Not agreed.

B. Selection Criteria

Q.No.21: Following may be added
a. Priority will be given to Franchise of the respective territory. Next preference to DSA/RD, BSNL exclusive LCO, in the order of preference as per the average revenue generated during the last 6 months.
b. In the absence of EOI from Franchisee, the best performing (based on revenue performance for the last six months) DSA/RD will be selected.
c. Further, if DSA/RD also is absent, best performing (based on revenue performance for the last six months) BSNL exclusive LCO will be selected.
Ans: Not agreed.

C. Clause 6 — May be modified

Q.No.22: 6.1. The bidder shall have to pay bid security of Rs. 1 Lakh for Cat-I & Cat-2 CSCs and Rs.5000/- for Cat-3 CSCs per CSC.
Ans: Amendment for bid security is being issued.
Q.No.23: 6.2. The successful bidder shall have to pay PBG of Rs.10000 for Cat-3 CSC and all other conditions remain the same.
Ans: 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).
Q.No.24: Sale of Telecom products (ONT/CPE/EPBT/Wi-Fi Router/ADSL Modem/Data Dongle/set top box/Laptops/Mobile handsets) for the convenience of BSNL customers shall be allowed
Ans: Not agreed.
Q.No.25: Also, for handing over of AEKs to the bidder, necessary guidelines may be issued on security of AEKs, restricted data access by third party, penalty to the bidder in case of malpractice may be communicated immediately. The bidder shall be made sole responsible for Aadhaar related activities and he/she will indemnity BSNL, in all legal/violation of Govt. of India guidelines on the subject.
Ans: Please see clause 1.4 (vi). AEKs shall be operated by operators hired on contract by the bidder through a manpower hiring agency approved /empanelled by UIDAI. Any penalty by UIDAI will be passed on to the bidder.

ANNEXURE-B

ANNEXURE:Commissions eligible on various CM Products	
A.Upfront commission	
Item	Commission
Physical/C-Top up	2.796%
B.FRC on Plan voucher	
Item	Commission in Rs.
Ananth – 105(rev-23-10-19)	50.35
Per-Second-106	20.46
Amulya-119	30.09
Plan-153(5-10-2019)	57.00
Plan-171	32.03
Plan -186	52.25
Ananth Plus-328	37.84
Plan-429'DIGITIAL INDIA'	55.10
Plan-485(rev-21-12-2019	95.00
Plan-498(12-7-2019)	38.00
Plan-666(rev-21-12-2019)	104.50
Plan-699	38.00
Plan-899	38.00
Plan-1001(25-07-2019)	38.00
Plan-1312	57.00
Plan-1399(25-07-2019)	57.00
Varshika-1699	142.50
Plan-1999(27-12-2019)	152.00

Contd…

C.OTF COMMISSION

ITEM	COMMISION IN Rs.
STV-99	2.85
Plan-153(5-10-2019)	9.50
STV-319	7.60
PV-328(06-07-2019)	9.50
Wi-Fi STV-501	22.80
Plan-498(05-09-2019)	14.25
Plan-699	38.00
Plan-899	38.00
Plan-1001(25-07-2019)	4.75
Plan-1312	57.00
Plan-1399(25-07-2019)	9.50
Varshika-1699	38.00
Varshika-1999	152.00

D.TRADE SCHEME INSENTIVE

Criteria		Commission in Rs	Trade Scheme incentive (Rs. Per SIM)	
SIM count	Minimum CTOPUP sale		PV<=100	PV>100
100&ABOVE	20,000	40.00	10.00	40.00
30TO99	10,000	35.00	8.75	35.00
10TO29	4,000	30.00	7.50	30.00
4TO9	2,500	25.00	6.25	25.00
1TO3	500	20.00	5.00	20.00
1TO3	<500	0.00	0.00	0.00

NOTE
1.Commissions are subjected to vary from time to time as per BSNL CO orders.
2.FOS commission is not eligibile under this policy