



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

NOTICE INVITING EOI (EXPRESSION OF INTEREST) FOR OUTSOURCING THE OPERATION AND MAINTENANCE OF BSNL CSC IN DIFFERENT SSAs OF BIHAR TELECOM CIRCLE

EOI No: **BH/S&M/CSC-OUTSOURCE/2019-20**

Dated: 24/09/2020

Sealed EOI (**CSC wise**) are invited on behalf of CMD BSNL by CGM Bihar Telecom Circle for selection of Franchisees/channel partners/vendors for manning of 35 CSCs in BSNL at various location in following SSAs, from eligible and willing parties for various franchisee areas in different SDCAs/Exchanges of different SSAs of Bihar Telecom Circle as mentioned in Table-I below.

EMD	Cost of Eoi Document	Last Date & Time for Bid submission	Date & Time of Bid opening	Name of SSA	Name of the CSCs	No. of CSCs to be outsourced	category
1	2	3	4	5	6	7	8
Rs.1,00,000/-for category-1, Rs. 75,000/-for category-2, and Rs.15,000/- for category-3. In PBG format	Rs.1180/ (inclusive of GST)	Till 13:00 Hrs of 15.10.2020	At 14:00 Hrs of 15.10.2020	List of CSCs shown below	SHOWN BELOW	SHOWN BELOW	SHOWN BELOW

List of CSCs (35) for which EOI have been floated.

Sl. No.	SSA	Name of the CSCs	No. of CSCs to be outsourced	
1	ARA	Ara Main Telephone Exchange	3	I
2		Piro Telephone Exchange		III
3		Ara old Telephone Exchange		III
4	Bettiah	Bagaha	3	III
5		Narkatiaganj		III
6		Ramnagar		III
7	Bhagalpur	Naugachia	4	III
8		Banka		III
9		Kahalgaon		III
10		Amarpur		III

11	Chapra	Sonepur	4	III
12		Ekma		III
13		Maharajganj		III
14		Hathua		III
15	Dharbhanga	Benipur	1	III
16	Khagaria	Khagaria	2	I
17		Gogri		III
18	Kishanganj	Bahadurganj	1	III
19	Katihar	Purnea	4	II
20		Araria		III
21		Forbesganj		III
22		Barsoi		III
23	Munger	Munger	4	I
24		Lakhisarai		III
25		Jamui		III
26		Sheikhpura		III
27	Madhubani	Benipatti	3	III
28		Jaynagar		III
29		Phulparash		III
30	Motihari	Areraj	4	III
31		Raxaul		III
32		Pakridayal		III
33		Dhaka		III
34	Saharsa	Supaul	2	III
35		Madhepura		III

Tender Information

1. **Type of tender:** Single stage submission & Two stage opening. bids are to be submitted in Single Stage Bidding and **two stage opening tendering process** using two Envelopes from the eligible bidders by the time and date specified in the Bid Document.

Note: The bids will be evaluated technical first and thereafter financial bids of technical compliant bidders only, shall be opened.

2. Bid Validity Period - The bid will remain valid for 150 days from the tender opening date.

3. The envelopes will contain documents satisfying the eligibility / Technical conditions in first envelope called Technical bid envelope and second envelope called as Financial bid Envelope containing financial bid / quote.

A. 1st Envelope (Technical bid) shall contain :-

- (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/ company along with List of Directors on the Board of the Company/ the partner's details along with their address, contact telephone numbers etc.(**Section-IV**).
- (iv) Board's resolution in favour of authorized signatory.
- (v) Attestation of the signature of the authorized signatory by the bidder's bankers.
- (vi) Certificates regarding eligibility conditions as per EOI
- (vii) Audited results of last three financial years (FY 2016-17, 2017-18, and 18-19)
- (viii) A no relative certificate in the format as at **Annexure-II**.
- (ix) Bid security, as per the details given in the Notice Details.
- (x) A certificate from its bankers as evidence that he has financial capability to perform the contract.
- (xi) Any other certificate(s) as per the EOI requirements.
- (xii) PAN, GSTIN, EPF, ESI.

B. 2nd Envelope (Financial bid) shall contain:

- 1) Financial Schedule (as per Section 5)

C. EMD (In PBG format) & Cost of EOI (DD) should be kept in 3rd Envelope :

D. A, B, C envelope should be kept in 4th big Envelope mentioning

EOI for outsourcing of O&M of BSNL CSC

Name of bidder:

CSC Name:

SSA Name:

Mobile no.:

Address to: AGM (Sales), 1st floor, Sanchar Sadan, Budha Marg, Patna -1

Policy Guidelines for outsourcing the Operation and Maintenance of BSNL CSCs

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

1.1. Circle-wise EOI may be considered for different types of CSCs, namely Category-I / Category-II / Category-III CSCs, after evaluating and justifying shortage of manpower in view of VRS.

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

- (a) Sale of new SIMs. Normal and Bulk Booking/Vanity and fancy number booking/Post paid to pre-paid and vice versa conversions.
- (b) Plan change/ISD /International roaming.
- (c) VAS services.
- (d) Replacement of SIMs
- (e) Sale of post paid mobile connections
- (f) Sale of Top-ups/STVs /PVs
- (g) Sales Complaint redressal.
- (h) Processing of MNP requests
- (i) Bill collection of Landline/Broadband/FTTH/Post paid Mobile
- (j) New Phone bookings and feasibility of and line/Broadband/FTTH/Wings / ASEEM, Vanity booking/ISDN/PRI/BRI
- (k) DND Activation/deactivation.
- (l) Handling of bill related queries and complaints.
- (m) Receiving and co-ordinating request for shift, name transfer and closure of connections.
- (n) All commercial and CSC Services which are presently being offered in CSCs (Including services being provided free of charge) and all commercial and CSC services which may emerge in future.

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

1.3. Terms and conditions of infrastructure and related facilities

- (1) BSNL shall provide covered space without any charges. Existing infrastructure of CSC shall be handed over on as-is where-is basis.
- (2) Since the CSC premises will be utilized exclusively by the bidder, hence electricity bill for CSC shall have to be paid by bidder as per actual consumption. Sub-meter will be installed by BSNL Electrical wing and manual bill also to be produced.
- (3) The bidder shall be responsible for keeping the area neat and clean and do all marketing activities like updating of posters/banners/new Tariff chart (provided by BSNL)etc.

- (4) The bidder may be permitted to put additional canopies/other product marketing tools, in the premises for promotion of BSNL products.
- (5) The bidder may be permitted to utilize existing electric equipments light, fans, air-conditioners etc if available otherwise they shall bring their own.
- (6) The bidder should be responsible for maintaining infrastructure, electric equipment, furniture and computers and replace the same if required, for proper upkeep of the CSC.
- (7) One high speed BB/FTTH connection may be provided at CSC and connectivity to BSNL IT systems shall also provided by BSNL on rent fee basis.

1.4. Other Terms and conditions

- (i) The CSCs are to be manned minimum from 8:00 AM to 8:00 PM for all Category-I and from 9.00 AM to 6.30 PM for all Category-II & III on all days. except National holidays
- (ii) Proper training and dress code for staff manning the counters should be ensured by the bidder.
- (iii) Sale of products and services of BSNL should be restricted only within CSCs.
- (iv) The bidder will not be allowed to sale any non BSNL products from the CSC.
- (v) The bidder will be paid for all sales as per franchise S&D Policy 2018 and related circulars on bill payments or as modified from time to time.
- (vi) The bidder will get commission/ facilitation charges as per franchisee policies of different products/ services. All cash transactions in the CSC shall be done through the CBP/CTOPUP wallet and no cash transactions shall be done between BSNL and the bidder for collections done in CSC.
- (vii) The bidder shall be paid Rs 2/- per transaction for items not defined in franchise S&D Policy 2018. There will be a capping of 150 % for all non commercial transactions e.g. issue of duplicate bills, DND activation / deactivation etc. based on average monthly volume of last six months, but it will be further restricted to ensure that it is not more than 10% of total charges/commission earned in a month.
- (viii) For CM related sales no FOS will be paid on SIM sale or Recharge sale, which is otherwise paid as per franchisee S&D Policy 2018.
- (ix) All changes in Franchisee S & D policy will be implemented with reference to commission structure as and when BSNL does so.
- (x) The vendor shall take Rs. 50/- (Rs. Fifty) as cash payment for each Adhaar modification transaction from customers and deposit (Rs. Thirty) per transaction to BSNL . BSNL CSC Nodal in-charge shall verify all these transaction with Adhaar login portal. However, the payment procedure through CBP wallet is being made by ITPC and will be implemented for successful bidders.
- (xi) BSNL shall take security deposits of various services, as issued time to time and configured in billing system, for post paid customers and accordingly shall be charged in the first bill of the customer.

- (xii) Charges for itemized bill/detailed bill will be charged in the forthcoming bill. However, details may be given to customers on registered mail-id against the number. In case, registered mail –id is not there, same shall be updated first.

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 shall be registered & incorporated in India under the Company Act, 1956 or 2013 as the case may be or partnership firm.
- 2.2 The bidder 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 centres locations in India, for at least 12 months on the date of EOI bid submission.

OR

If the bidder's company is not meeting the experience as in this Para 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 Rs.50 Lakhs cumulative turnover from BSNL business during last 3 years (2016-17, 2017-18 & 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.

Performance Bank Guarantee (PBG) will be of Rs. 3.5 lakhs for Category – I (Per CSC), Rs. 2.5 lakhs for Category – II (Per CSC), Rs. 1 lakhs for Category – III (Per CSC),

Mutual Non-Disclosure Agreement (on Rs. 1000/- Non-Judicial Stamp paper) attached as Annexure-I is mandatory for obtaining EOI document.

Intending bidder may obtain copy of EOI document from the tender.bsnl.co.in on payment of Rs. 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 favour of Accounts Officer (Cash), O/o CGMT, PATNA -800001.

Note:

1. The bidder at the time of purchase of EOI document shall give the Name and complete contact details (including Mobile no., E-mail address etc.) of the person(s) authorized by the bidder firm to visit various CSC locations as specified in the EOI document.
2. Queries from only those perspective bidder's shall be entertained and considered for issuance of clarifications, who have purchased the EOI document. Proof of payment of requisite charges for the same, shall be submitted along with the queries.
3. EOI document shall be provided after signing a mutual Non Disclosure Agreement (NDA) with BSNL (on non-judicial stamp paper of requisite value).

3. DOCUMENTS ESTABLISHING FIRM'S ELIGIBILITY AND QUALIFICATION

3.1 The Company/ Firm is required to furnish the following documents in the technical proposal:

- (xiii) Certificate of Incorporation/Registration.
- (xiv) Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case maybe.
- (xv) Details of the firm/ company along with List of Directors on the Board of the Company/ the partner's details along with their address, contact telephone numbers etc.**(Section-IV)**.
- (xvi) Board's resolution in favour of authorized signatory.
- (xvii) Attestation of the signature of the authorized signatory by the bidder's bankers.
- (xviii) Certificates regarding eligibility conditions as per EOI
- (xix) Audited results of last three financial years (FY 2016-17, 2017-18, and 18-19)
- (xx) A no relative certificate in the format as at **Annexure-II**.
- (xxi) Bid security, as per the details given in the Notice Details.
- (xxii) A certificate from its bankers as evidence that he has financial capability to perform the contract.
- (xxiii) Any other certificate(s) as per the EOI requirements.
- (xxiv) PAN, GSTIN, EPF, ESI.

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 Finance proposal , evaluation and payments

5.1 The bidder should quote a fixed amount to be paid to BSNL, for each Category-1/Category-II/Category-III CSCs at the beginning of the year. The **Highest Bid** among the eligible bidders for each CSC shall be awarded the work for that CSC. Bidder may choose to bid for any number of CSC offered in the EOI. However; evaluation shall be done for each CSC separately.

5.2

S. No	Name of SSA	Name of CSC	Monthly amount to be paid to BSNL(in Rs)*

*Taxes shall be extra as applicable

5.3 The bidder will present monthly claims with supporting documents.

5.4 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.

5.5 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)

6 Bid Security / Performance Bank Guarantee(PBG):

6.1 The bidder shall have to pay **bid security** of Rs. 1 lakh. For category I, Rs. 75000/- for category II and Rs. 15000/- for category III. In PBG format.

6.2 The successful bidder shall have to pay **Performance Bank Guarantee (PBG)** with minimum amount of Rs. 3.5 lakhs for category-I (per CSC), Rs.2.5 Lakhs for category-II (per CSC) and Rs.1 lakh for category-III (per CSC) (based on) 5% of monthly revenue of last six months.

6.3 Performance guarantee shall be initially valid for one year. For extension of contract further for second year, PBG shall have to be renewed accordingly.

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

6.5 The bid security may be forfeited:

- (i) If the bidder withdraws his bid during the period of bid validity as in this document or
- (ii) In the case of successful bidder, if the bidder fails:
 - a) to sign the contract on allocation of work or
 - b) to furnish performance security as required herein

7 Termination of contract due to non-performance (default) [Exit Clause invoked by BSNL]

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

8. Penalty

- i. The bidder shall be liable to pay any type of penalty imposed by government sector such as DOT/ TERM Cell etc. with respect to CSC work.

9. NEAR-RELATIONSHIP CERTIFICATE

- 9.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.
- 9.2. The Company or firm or the person will also be debarred for further participation in the concerned unit.
- 9.3 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).
- 9.4. The format of the certificate is given in **Section 10**.

SECTION 10.– NEAR RELATIONSHIP CERTIFICATE:

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

The format of the certificate to be given is "I.....s/o.....r/o.....hereby certify

*that none of my relative(s) as defined in the tender document is/are employed in **BSNL unit where tender is being submitted** as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me."*

Signature of the tenderer

With date and seal

Witnesses

Signature

Name & Address

2. Signature Nam & Address

OR

If the bidder has near relatives in the BSNL Unit where tender is being submitted, then they shall submit following details of those officers:

S. No	Name of	Designation	Employed	Address	Mobile No.
	the near				

in office of:

relative

MUTUAL NON-DISCLOSURE AGREEMENT

(On Rs. 1000/- Non-Judicial Stamp paper)

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

Whereas in order to pursue the mutual business purpose of this particular project as specified in Bid document for running customer service centre of BSNL (the “Business Purpose”), BSNL and _____ recognize that there is a need to disclose to one another certain information as also defined in Para-1 below and/or customer information, customer volume, pricing, technical information relating to service, provisioning, inter-connection and other potential business and or technical information as necessary to evaluate potential arrangement involving their sale of international telecommunications service of each party to be used only for the business purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the other party’s disclosure of such information, each party agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, including the discussion conducted by the parties under this Agreement in relation to feasibility and possibility of business collaborations between the parties within various areas including without limitation (i).....(ii).....(iii)..... and information listed in Bid document for Customer Service Centre attached hereto and stated herein above or all information of disclosing party as in its possession under obligations of confidentiality in whatever form transmitted relating to business plan, operations and/or the proposed sale, purchase & use of telecommunications services which is disclosed by the disclosing party or its affiliates/ related Company to receiving party and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party. Confidential Information means Information consists of certain specifications, designs, plans, systems, technology, manufacturing process, drawings, software, prototypes and/or technical information and all information & knowledge regardless of form of storage relating to or developed in connection with Business purpose and for any businesses, prices, products, markets, promotions, strategies, plans, customers, suppliers or employees of disclosing party or related Company or intellectual property owned or used by disclosing party or a related Company or licensed to the disclosing party or related Company and all copies and derivatives containing such information, that may be disclosed to other another for and during the business purpose, which a party considers confidential Information.

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

- (a) that party's subsidiaries, holding companies and any other subsidiaries of that party's holding companies;
- (b) a company or joint venture in which a party has an equity interest, and which is or may be involved in providing a telecommunications or internet access service; and
- (c) in case of M/s

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

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

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

c. That the receiving party take reasonable steps to enforce the confidentiality obligations imposed or required to be imposed by this agreement, including diligent by prosecuting at its own cost, any breach or threatened breach of such confidentiality obligations by a person to whom it has disclosed confidential information of the other party

d. Neither party shall make any public announcement or press release the fact that the discussion is taking place between the parties or existence or content of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

13. (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.

14. 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.

15. **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.

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

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

(ii) If to M/s _____:

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

17. 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.

18. 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.

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

20. 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.

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

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

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

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

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

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

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

BHARAT SANCHAR NIGAM LIMITED

NAME: _____

NAME: _____

DESIGNATION: _____

DESIGNATION: _____

DATE: _____

DATE: _____

Witness

Witness

1.

1.

2.

2.

Section-IV**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 No. of the firm	
4	Details of the authorized signatory	Name: Designation Phone: _____ Mobile: _____ e-mail: _____ Address: _____ _____ _____ _____
5	Type of firm (Proprietary /Partnership/Ltd. /Pvt. Ltd.)	_____
6	Income Tax Account No /PAN number (Latest income tax clearance Certificate to be attached with Proposal)	

7	Board of Directors	1. <hr/> 2. <hr/> 3. <hr/> 4. <hr/> 5.
---	--------------------	--

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

Signature Designation & seal of Firm
Name & full Address of the Firm.

.....
.....

(On non-judicial stamp paper of appropriate value)

In compliance to **Clause No.of EOI No. _____** dated _____, a consortium has been formed on **<Date>** between **<Bidder's Name>** and various technology providers to meet various eligibility criteria specified in the EOI under reference.

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

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

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

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

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

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

:
:
:

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

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

PROFORMA FOR DECLARATION BY Bidder

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

Signature Designation & seal of Firm

Name & full Address of the Firm.

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

Witnesses

Signature
Name & Address

2. Signature Nam & Address

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

[To reach (MMT) 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 Signatures</u>
----------------------------	-------------	----------------------------

I.

II.

Alternate Representative

Signatures of bidder

Or

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

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

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

FORMAT OF BANK GUARANTEE FOR BID SECURITY (EMD)

(To be typed on Rs.1000/- non-judicial stamp paper)

WHEREAS _____(Name of Bidder) (hereinafter called "the Bidder" intend to submit its Bid no. _____ (Date) _____ (hereinafter called "the Bid") in accordance EXPRESSION OF INTEREST (EOI) No _____ DATED _____ INVITED BY M/s. BHARAT SANCHAR NIGAM LTD. having their Registered Office at BHARAT SANCHAR BHAWAN H.C.MATHUR LANE, JANPATH NEW DELHI-110001 AND CIRCLE OFFICE AT SANCHAR SADAN BUDHMARG PATNA-1 (hereinafter called the BSNL) for _____.

As an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of _____ is required to be submitted by the bidder as a condition precedent for participation in the said EOI, which amount is liable to be forfeited on the happening of any contingencies mentioned herein and or terms and conditions as specified in said EOI.

We, the _____ Bank at _____ having our Head Office _____ (address) hereinafter called "BANK") guarantee and undertake to pay immediately on demand by BSNL the amount _____ without any reservation, protest, demur and recourse. Any such demand made by BSNL shall be conclusive and binding on us irrespective of any dispute or difference raised by the BIDDER. The Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of the obligation are:

1. If the bidder withdraws or amends his bid during the period of validity specified by the bidder or
2. fails or refuses to accept the letter of intent or conditional acceptance of letter of intent or
3. any information / documents furnished by the bidder found to be fake or
4. if the bidder, having been notified of acceptance of his bid by the BSNL during the period of bid validity
 - (a) fails or refuses to execute the contract / AGREEMENT, if required, within stipulated time or
 - (b) fails to submit, within stipulated time, the required documents for signing of contract or
 - (c) fails or refuses to furnish the performance Bank Guarantee, in accordance with clause - ---- of said EOI.

Bank undertake to pay to the BSNL up to the above amount upon receipt of his first written demand, without the BSNL having to substantiate his demand, provided that in his demand BSNL will note that the amount claimed by him is due to him owing to the occurrence the above conditions and breach of terms and conditions of said EOI.

Notwithstanding anything contained herein

- i) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only)
- ii) This Bank Guarantee shall irrevocable and shall remain valid up to ---- days from issue of bank guarantee. If any further extension is required the same shall be extended to such required period on receiving request in this regard from bidder.

Dated _____ day of _____ 20____

SIGNATURE OF THE BANK

FORMAT OF THE PERFORMANCE BANK GUARANTEE

(To be typed on Rs.1000/- non-judicial stamp paper)

Bank Guarantee in respect of Agreement dated between Bharat Sanchar Nigam Limited and M/s, a company registered under The Companies Act, 1956 and having its Registered Office at (hereinafter called "Franchisee") has entered into an agreement dated (hereinafter referred to as "the said agreement") with M/s Bharat Sanchar Nigam Limited (BSNL in short) (A Government of India Enterprise) (hereinafter referred to as "BSNL") with Corporate office at Regd. & Corporate Office Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi – 110001, through / Bihar Circle,SSA whereby BSNL has agreed to appoint Franchisees for providing BSNL service on the terms and conditions exclusively mentioned therein for the area_(Name of the area for Franchisee / Area code for Franchisee).

It has been agreed between the parties that a Bank Guarantee for Rs. (Rupees lakh only) shall be given by the Franchisee in favour of the BSNL for due and faithful performance of the terms and conditions of the said agreement.

..... Bank having its office at has at the request of the Franchisee (M/s), agreed to give the guarantee as hereinafter contained:

1. We, (hereinafter called "the Bank") do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Franchisee 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 of Rs./- (Rupees lakh only) or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it compel the Bank to pay the same.
2. Any such demand from the BSNL shall be conclusive as regards the liability of Franchisee 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 Franchisee 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 Franchisee and BSNL regarding the claim.
3. We, the Bank further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect for the period of 3½ years from the date of commencement of the agreement or the term of this guarantee whichever is later. But if the period of the said agreement is extended either pursuant to the provisions in the said Agreement or by mutual agreement between the Franchisee and the BSNL, the Bank shall automatically renew the period of the Guarantee for such period which expires 6 (six) months after the renewed period of the said agreement failing which it shall pay to the BSNL the said sum of Rs./- (Rupees lakh only) without BSNL demanding the payment of the above sum.
4. 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 Franchisee 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 Franchisee or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Franchisee 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.

5. The Bank further agrees that in case this Guarantee is required for a larger period and it is not extended by the Bank beyond the period specified above in Clause 3, the Bank shall pay to BSNL without BSNL having to demand the payment of the said sum of Rs..... /- (Rupees lakh only) on the last day on which the Bank Guarantee is due to expire.
6. Notwithstanding anything herein contained;
 - (a) The liability of the Bank under this guarantee is restricted to Rs..... /- (Rupees lakh only) and it will remain in force for a period of 3½ years i.e. upto (6 month after the expiry of the agreement)
 - (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.....
7. The Bank guarantees under its constitutional power to give this guarantee and..... and who have signed it on behalf of the Bank have authority to do so.

(Authorized Signature of the Bank Official)
Power of Attorney General:

Dated:
At

Bid document will be available from 25.09.2020 to 15.10.2020 on any working day, on payment of Rs. 1180/- (non-refundable) in the form of cash/crossed bank draft in favour of A.O.(B&A),BSNL O/o CGMT, Patna-800001, In case of cash payment the original cash receipt obtained should be enclosed with application.

EOI document may also be downloaded from BSNL site www.tender.bsnl.co.in, www.bihar.bsnl.co.in and cost of document in the form of DD in favour of A.O. (B&A), BSNL O/o CGMT, Patna-800001 is deposited along with bid.

2. **Submission of EOI:** – Separate EOI should be submitted for each CSC and each EOI should be super scribed with Outsourcing of operation and maintenance for CSC inSSA.” and it should be dropped in drop box kept in the office of **AGM (Sales), 1st floor, Sanchar Sadan, Buddha Marg, Patna 800001.**
3. **Opening of EOI:** – EOI shall be opened CSC wise as per schedule attached, in the office of the **GM(S&M), BSNL, 1ST floor Sanchar Sadan Patna 800001** in the presence of bidders/ authorized representatives of the bidders who wish to be present.
4. Fee for EOI Document is neither transferable nor refundable.
5. EOI document will neither be sent nor be accepted by Post / Courier.

Tender document may also be obtained from AGM (Sales) O/o CGMT Bihar Circle, 1st Floor Sanchar Sadan Budha Marg Patna during working hours from 25.09.2020 to 15.10.2020 or downloaded from above mentioned web sites .

**AGM (Sales)
O/o CGMT Bihar Circle Patna
0612-2222444**

SECTION V

Financial Schedule :

Name of Circle: Bihar Telecom circle:

SL no.	SSA	Name of the CSCs	Category of CSC	Monthly Amount to be Paid to BSNL (Rs.) + applicable tax	
1.				(in Figures)	(in words)

Note: (i) The bidder should quote a fixed amount to be paid to BSNL, for each category CSCs at the beginning of the month.

(ii) The Highest bid among the eligible bidders for each CSC shall be awarded the work for that CSC. Bidder may choose to bid for any number of CSC offered in the EOI. However, evaluation shall be done for each CSC separately.

Date:

Place:

Signature of the Bidder