

BID DOCUMENT
Expression of Interest (EOI)
For
Up-gradation, Uplifting & Operation of
C S Cs

Invitation to partners
as per integrated franchisee policy on
Commission basis

EOI No. ND/NCNGN/Mktg/CSC/2016-17



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India enterprise)

O/o CGM, NCNGN
BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
CTS Compound, Netaji Nagar, New Delhi- 110023

011-26879353 FAX 011-26879350

' visit us at www.bsnl.co.in'

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SECTION-I
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
(NCNGN-Section)

NOTICE INVITING EXPRESSION OF INTEREST

EOI No	:	ND/NCNGN/Mktg/CSC/2016-17
Date of Issue	:	13/06/2017
Name of the item/ work	:	Up-gradation, uplifting and operation of CSC
Bid Security/ Earnest money deposit amount	:	INR 1,00,000/-
Last date for receipt of queries from prospective bidders	:	30/08/2017 -----up to 17.30 hrs
Last date of seeking clarification	:	Before ----- 01/08/2017
Last date of submission of Bids	:	21/08/2017-----up to 15.00 hrs
Date/ Time of opening of bids	:	30/08/2017----- time at 15.30 hrs
Venue of Bid Submission/ Opening	:	Conference Room, NCNGN, CTS Compound, New Delhi-110023
Cost of EOI document (Non-Refundable)	:	INR 1000/- (inclusive of taxes)

On behalf of Chairman and Managing Director, Bharat Sanchar Nigam Limited, New Delhi Expression of Interest (EOI) is invited from the Indian Companies under single stage bidding system (Techno-commercial bid for up-gradation, uplifting and operation of Customer Service Centers (CSCs) in BSNL as per integrated franchisee policy on commission basis as per the terms and conditions of this EOI document. **Submission of Integrity Pact signed by both Purchaser and Participant Bidder/Vendor is Mandatory.**

A. Introduction

1. Bharat Sanchar Nigam Limited (BSNL) is having countrywide presence with wire line & wireless telephone subscribers and offer hosts of other services like Data Communication, National Long Distance, International Long Distance, Internet, Broad band, Multi-play, Leased Line etc.
2. BSNL intends to upgrade and uplift existing customer services centers in partnership with the Customer Service Centre Managers (CSCM) as per integrated franchisee policy on commission basis, wherein all CAPEX shall be borne by the bidder in the BSNL provided covered space.
3. For this purpose, on behalf of Chairman and Managing Director, Bharat Sanchar Nigam Limited, Expression of Interest (EOI) are invited from the Indian Companies for Up-gradation, Uplifting and Operation of the Customer Services Centers of BSNL as per integrated franchisee policy on commission basis as per the terms and conditions of this EOI document.
4. BSNL intends to uplift and upgrade such CSCS throughout the country.

B. Implementation Plan

5. Scope of the contract is for up-gradation, uplifting, operation and maintenance of CSCs besides booking and clearance of faults. BSNL shall provide only covered space, water and electricity. All CAPEX on hardware-software including environmental works inside the CSCs with all civil and electrical works like raised floor, air-conditioning, fire detection and fire fighting, UPS etc and OPEX shall be borne by the partner CSCM. The CSCs are to be manned from 8 am to 8 pm on all days (except National holidays i.e. 26th Jan., 15th August & 2nd October) by trained young staff in specific dress. Availability of drinking water, tea and coffee for customers is to be ensured by CSCM. Light music may also be played in CSC. No Rental will be taken by BSNL by CSCM.

C. ELIGIBLE BIDDERS

Eligible are the Indian Companies who are registered/ incorporated in India. 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:

- i) Bidder Company shall be registered & incorporated in India under the Company Act, 1956 or 2013 as the case may be.
- ii) The bidder company shall have a minimum annual turnover of INR 2 Crores each year during last 3 years (i.e. financial year 2013-14, FY 2014-15, FY 2015-16). Audited Balance Sheets for the last three years shall be submitted as a supporting document. Alternatively Bidder Company shall have a Networth of INR 5 Crores on 31st March'16. In case of consortium, turnover/ Networth of only lead bidder shall be counted. Lead bidder is being referred as bidder in the EOI document.
- iii) Bidder shall have relevant experience of setting up and running successfully at least 1000 (cumulative) square feet of raised floor commercial Customer Care Center (excluding utilities) from a maximum of 2 commercial customer care center locations in India/worldwide, 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 (iii) 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 (iii) above. However in such case, the lead bidder company must have Customer Care Centre experience in last two financial years (i.e. 2014-15, 2015-16).

- iv) All existing BSNL franchisees (CM, CFA, Integrated) /existing CFA/CM call center service operators of BSNL are eligible and do not need any more eligibility.

- a. If an existing BSNL franchisee is applying for CSC in his territory, no eligibility criteria required, but if franchisee is applying for CSC in area other than his territory, he/she has to fulfill all eligibility criteria as a general applicant as per this EOI.
- b. Call Centre Operators of BSNL (existing & Old), who have worked for BSNL for at least 6 months & with at least 10 operator positions per month are eligible to apply for this EOI directly without fulfilling other eligibility conditions.
- v) Bidders are required to submit certificates/documentary proof for item (i) to (iii). The verifiable reference along with the contact details shall also be cited in the bid document for item at (iii).
- vi) The Company should not be a Licensed Telecom Service Provider to provide Basic Services/ Cellular Telephony Services/ Internet Services/ UASL/ NLD/ ILD Services anywhere in India.
- vii) 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 Rupees ...100000/-...

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

Intending bidder may obtain copy of EOI document from the ...tender.bsnl.co.in.... on payment of Rs. 1000.... only (Non-Refundable) on all working days. The payment shall be accepted in the form of A/c Payee Demand Draft, drawn in any Scheduled Bank in India in favour of Accounts Officer (Cash), O/o ...CGM (NCNGN), Conference Room, CTS compound, Netaji Nagar, New Delhi.-110023.

Note:

1. 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).

MUTUAL NON-DISCLOSURE AGREEMENT
(On Rs. 100/- Non-Judicial Stamp paper)

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

Whereas in order to pursue the mutual business purpose of this particular project as specified in Bid document for running customer service center 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 Center 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 Center 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 _____ :
Attention: Mr./Ms. _____
Address: _____
Fax: _____

17. This Agreement and customer service center 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 New Delhi, 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 CMD, 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 CMD, BSNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CMD or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CMD 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 CMD, 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 reenactment 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 CMD, BSNL, New Delhi, 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

NAME : _____

DESIGNATION: _____

DATE : _____

FOR AND ON BEHALF OF

BHARAT SANCHAR NIGAM LIMITED

NAME : _____

DESIGNATION: _____

DATE : _____

Witness

1.

2.

Witness

1.

2.

SECTION II

Terms and Conditions and Scope of work

1. CSC locations

- 1.1 **BSNL has CSCs at more than 3300 locations spread across the country. List of CSCs where bidder is interested can be requested for.**
- 1.2 Bidder shall be allowed to visit the CSCs earmarked space at various locations within a time frame as indicated in the Notice inviting EOI (NIEOI).
- 1.3 Presently BSNL plans to **upgrade 500 CSCs** envisaged in this EOI. BSNL shall be at liberty to set up more such **CSCs** in future depending on business requirements.

2. Duration of the contract period

- 2.1 Duration of contract is 5 years from the date of commissioning of CSCs and ready to be used for offering services to end customers. Out of 5 years, fourth and fifth year shall be optional at the liberty of BSNL. After 5 years also, contract may be extended further for 3 years on yearly basis on mutually agreed terms and conditions.

3. Scope of the work

- 3.1 Scope of the contract is for up-gradation, uplifting, operation and maintenance of world class customer service center as per integrated franchisee policy on commission basis.
- 3.2 BSNL shall only provide covered space as per mentioned in the EOI, water and electricity supply.
- 3.3 BSNL shall provide one wall space to the CSCM for selling his products/services which are non-competitive to BSNL.
- 3.4 All CAPEX for hardware and software and any other items, (manpower etc.) including environmental works inside the data center with all civil and Electrical works like raised floor, lighting, partition of space, false ceiling, caging, air-conditioning, Fire detection and fire fighting complying to fire department rules and regulations etc, UPS, UPS panel etc shall be borne by the partner CSCM. All such Civil and Electrical works shall be carried out by the Partner CSCM.
- 3.5 Facility upkeep & routine maintenance of the covered space (including subsequent regular white-wash, repairs and upkeep etc.) as well as security, insurance of all facility equipments/items/store etc. shall be the responsibility of CSCM. CSCM is required to take all clearances from the fire safety authorities and comply with all guidelines and regulations in this regard from time to time.
- 3.6 BSNL shall provide electricity on chargeable basis to CSCM . BSNL shall provide the generator and also bear the AMC expenses.
- 3.7 UPS shall be provided in N+N configuration with minimum of 1 hour of battery backup for each UPS by BSNL.
- 3.8 The successful bidder shall upgrade, uplift, operate and maintain the Enterprise class CSCs as per standard design provided by BSNL as per integrated franchisee

policy on commission basis. The bidder shall manage the entire system including operation and maintenance of customer service center.

- 3.9 The successful bidder shall finalize the infrastructure items, hardware and software in consultation with BSNL.
- 3.10 CSCM will ensure timely acceptance of bills of BSNL, booking and clearance of all types of faults, make readily available application forms for all BSNL services, make readily available information related to BSNL services, accept all types of new service requests, accept requests like change of tariff plan, booking a new VAS, change address etc.
- 3.11 Customer service center shall act as a 'Demo Centre' for services (specially new services). The connectivity (BB) to CSC will be at the cost of CSCM and has to be taken from BSNL only.
- 3.12 Further scope of work has been defined under Technical Specifications, in Section-III.
- 3.13 BSNL Technical team at the back end to co-ordinate in rectification of faults will form a part of CSC. Modularity will be discussed with successful bidder.
- 3.14 Responsibility Matrix on part of BSNL and customer service center manager (CSCM) is as below:

Responsibility Matrix		
Ownership responsibilities		
S. No.	BSNL	CSCM
	Space	Hardware (PC, Electronics etc.), Software
	One wall space to CSCM for selling non-competitive products	Monthly electricity charges
	Water	Interior Décor/ Partition
	Brand	Security and other clearance
	Design of interior	Installation & Operation of Tea/ coffee/water/snacks bar
	Electric equipment like generator etc.	Managing customer parking
	Elec. O & M maintenance staff	Security guards
	Demo equipment	Fire alarm & Fire alarm system
	Earthing / Grounding	Lighting protection system

4 Service/ operations expectations from CSC

- 4.1 Sale of all types of services/ products of BSNL.
- 4.2 Acceptance of all types of bills by customers / organizations/ venders through cheque / cash / DD/ online.
- 4.3 Acceptance & Co- ordination of all types of complaints and faults i.e. Booking and rectification. Modularity will discussed with successful bidder.
- 4.4 Demonstration of various products & services.
- 4.5 Circle CGM/IFA shall review the CSC performance on monthly basis. Responsibility matrix to be defined from AO to DGM and SDE to DGM to avoid any loss to BSNL.

5 Proposal Form

- 5.1 The bidder firm shall comply with all the provisions mentioned in this document & sign each page under stamp of firm as a mark of acceptance of all conditions contained herein.
- 5.2 All pages of the Proposal shall be serially numbered, indicated in an index.
- 5.3 Additional/ ambiguous conditions are not permissible and shall render the proposal liable for rejection.

6 Financial Proposal

- 6.1.1 CSCM will get commission/ facilitation charges as per franchisee policies of different products/ services notified from time to time. For post paid bill collection, booking etc. of new connections, a separate Bank Guarantee shall be taken by concerned CGM/Circle which shall be initially fixed based on past experiences of BSNL and thereafter depending upon the day to day volume of monthly collection as CSC. The cash/cheque collected on day to day basis should be deposited in BSNL. TRC alongwith counterfoil of bills and deposit challans to be submitted to AO(Cash) on daily basis under receipt.
- 6.1.2 For prepaid services, the franchisee shall be allowed to lift material on payment basis like SIM Cards, Recharge Vouchers, epin etc. on predefined commission basis as per franchisee policy.
- 6.1.3 To be reviewed on fortnightly/monthly basis to safeguard the BSNL interest.
- 6.2 Bills/new connection deposit/reconnection etc. shall be collected in Cash/Cheque/DD. Separate TRC shall be submitted for cash/cheque as per CDR format duly reconciled. AO (Cash) shall allow opening of CDR counter next day after complete reconciliation of previous day collection along with TRC, deposit challan etc. In case franchisee does not deposit, the PMS access next day shall be denied. **However, detailed modalities regarding amount of BG/Advance money checks & balances to be placed in CDR System for collection of daily bills will be worked out in consultation with CGM, ITPC with the successful bidder before allowing him access To CDR Portal.**
- 6.3 CSCM will present monthly claims with supporting documents.

6.4 **No CAPEX/ OPEX to be paid by BSNL to CSCM.**

6.5 For claim of commission on postpaid services, new connections a monthly bill will be submitted to concerned SSA head along with proof of collection made and proof of deposit to AO (Cash)/IFA collection account of that SSA (day-wise consolidated) for the particular month. Claim to be submitted within seven days of end of the month. After 30 days no claim shall be entertained. For prepaid services, commission shall be upfront as in franchisee policy.

6.6 From BSNL side, there will be a CSC Incharge (AO/JAO/SDE/JTO) to whom the day to day collection of postpaid services are to be reconciled and deposited in collection account on day to day basis. CSC Incharge will allow the PMS module opening next day only after reconciled previous days collections along with proof of collections and proof of deposit money in collection account. However, detailed modalities regarding amount of BG/Advance money checks & balances to be placed in CDR System for collection of daily bills will be worked out in consultation with CGM, ITPC with the successful bidder before allowing him access To CDR Portal.

7 DOCUMENTS ESTABLISHING FIRM'S ELIGIBILITY AND QUALIFICATION

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

- (i) Certificate of Incorporation/ Registration.
- (ii) Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case may be.
- (iii) Details of the firm along with List of Directors on the Board of the Company with their address(es), 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 company bankers.
- (vi) Certificates regarding eligibility conditions as per NIT.
- (vii) Audited results of last three financial years (FY_____, FY _____ and FY _____)
- (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.

7.2 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.

7.3 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.

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

8 Format, preparation and signing of bids (Proposals)

- 8.1 (i) The bidder shall prepare one complete set of original bid and make one copy of the same, clearly marking one as 'Original Bid' and another as "Copy No:1". The bidder shall submit original and copy no.1 of Un-priced Techno-Commercial Bid in one Envelope marked as "A".. In the event of any discrepancy between the copies, the original shall govern. Envelope "A" shall be kept in cover I. constituents of cover I are summarized as below:

Cover I

- (a) Envelope A: Original and One copy of Un-priced Technical and Commercial bid.
- 8.2 The original and copy of Bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly. A separate list indicating the indexed content and total number of pages shall form part of the bid. Tender document purchased by the bidder along with all the clarifications and amendments/addenda to tender document duly signed (in original) on each and every page, shall be submitted as part of the bid.
- 8.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.
- 8.4 (i) The power of Attorney shall be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (ii) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/institution/Body corporate.
- (iii) In case of the bidder being a firm, the said Power of Attorney shall be executed by all the partner(s) in favor of the said Attorney.

9 Sealing & Marking and submission of bids

- 9.1 The bid shall be submitted in two separate covers viz. Cover I (having envelope "A" & Envelope "B" as per clause no. 8.1 above and Cover II. The cover I shall contain the original bid and "copy number 1" of the bid duly marked 'ORIGINAL' & 'COPY No.1'. The cover II shall contain documents establishing bidder's eligibility along with Bid Security. Both the covers shall be sealed separately by the personal seal of the bidder.
- 9.2 All the covers and envelope shall be addressed to BSNL at the following address:
O/o CGM (NCNGN), CTS compound, Netaji Nagar, New Delhi.-110023.

- 9.3 All the covers and envelope shall bear "EOI for Up-gradation, Uplifting & Operation of CSCs" and the words 'DO NOT OPEN BEFORE (Due time and Date as per NIT).
- 9.4 The Proposal shall be sent by registered post or delivered in person on the address mentioned at Para 9.2 above. The responsibility for ensuring that the Proposals are delivered in time would vest with the Firm. BSNL shall not be responsible if the Proposals are delivered late or elsewhere
- 9.5 **Venue of Bid proposal (EOI) opening:** The proposal (bid) from interested eligible firms/ companies delivered in person on the day of bid opening shall be accepted up toHrs to at the following address only which is the same as the venue of bid proposal opening. The BSNL shall not be responsible if the bids are delivered elsewhere. Bids will be opened at the following address:
**Conference Room NCNGN,
CTS Compound, Netaji Nagar, New Delhi-110023.**
- 9.5.1 Bids shall be opened at on due date. If due to administrative reasons, the venue of bid opening is changed, it will be displayed on the [...Website: tender.bsnl.co.in...](http://tender.bsnl.co.in)
- 9.6 All envelopes shall bear the name and address of the Firm to enable the Proposal to be returned unopened in case it is declared 'late' or rejected.
- 9.7 Proposals received either by post or courier service or in person after the specified date and time shall not be opened or considered.
- 9.8 If the covers and envelopes as narrated at Para 8 above are not sealed and marked properly as specified therein, then the bid shall be rejected.
- 10** BSNL, at its discretion, may extend the deadline for submission of proposals.
- 11 OPENING OF PROPOSALS**
- 11.1 BSNL shall open TECHNICAL PRPOSALS (bids) at the date, time, and venue mentioned in Notice details in the presence of authorized representatives from participating firms, who chose to attend. The date fixed for opening of Proposals, if subsequently declared as holiday by the BSNL, the proposals shall be opened on the next working day, time and venue remaining unaltered.
- 11.2 BSNL reserves the right to accept or reject any or all proposal (s) prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder (s) on the ground of BSNL's action.
- 11.3 Any effort by a company to influence the proposal comparison/evaluation/ work award decision by way of overt/covert canvassing shall result in non consideration / rejection of its proposal.

12 Evaluation

- 12.1 In the first stage of evaluation, BSNL (referred as purchaser also) shall evaluate the proposals to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed and whether the proposals are generally in order.
- 12.2 Purchaser shall determine the substantive responsiveness of each of the technical and commercial proposals to the requirements of the EOI document. A substantively responsive proposal is one which conforms to all technical specifications and commercial terms and conditions of the EOI document without material deviation/exceptions. The purchaser's determination of proposal's responsiveness shall be based on the contents of the proposal itself without recourse to extrinsic evidence.
- 12.3 During the evaluation, BSNL at its discretion may call upon the bidder to give a techno-commercial presentation of its offer, to explain the solution offered its capability to undertake the project and to respond to any question from BSNL.
- 12.4 To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained
- 12.5 A proposal, determined as substantively non-responsive shall be rejected by the purchaser and shall not subsequent to the proposal opening be made responsive by the bidder by correction of the non-conformity.
- 12.6 The purchaser may waive any minor infirmity or non-conformity or irregularity in a proposal which doesn't constitute a material deviation, provided such waiver doesn't prejudice the establishment of techno-commercial parity among the proposals.
- 12.7 The financial proposals of only those bidders, whose techno-commercial proposals have been determined as substantively responsive, shall be opened. The financial proposals of other bidders, whose techno-commercial proposals have been determined as substantively responsive, shall be returned to the respective bidders unopened.
- 12.8 In case of conflict (more than one bidder for same CSC) following marking will be used for evaluation :
- | | |
|------------------------------------|-----|
| I. Turn over | 40% |
| II. Experience | 40% |
| III. No. of CSCs bid for by bidder | 20% |

(For example, three bidders having turn over of 6 Crore, 5 crore & 2.5 crore. The firm having 6 Crore turnover will get 40% weight age. Firm having 5 crore turnover will get 33.33% $\{(5*40)/6\}$ and Firm having 2.5 crore turnover will get 16.66% $\{(2.5*40)/6\}$. Same criterion will applicable to other conditions).

If firm "A" have turnover of 6 Crore, experience of 3 years & no. of CSC bid is 50. Firm "B" have turnover of 5 Crore, experience of 5 years & no. of CSC bid is 40. Firm "C" have turnover of 2.5 Crore, experience of 2 years & no. of CSC bid is 200. Then weightage of firm are as below:-

	Firm "A"	Firm "B"	Firm "C"
Turn over weightage	$6*40/6=40$	$5*40/6=33.33$	$2.5*40/6=16.66$
Experience weightage	$3*40/5=24$	$5*40/5=40$	$2*40/5=16$
No. of bid weightage	$50*20/200=5$	$40*20/200=4$	$200*20/200=20$
Total weightage	69	77.33	52.66
Firm "B" is selected as per criterion			

12.9 Only hard copy of Original Bid shall be considered for all evaluation purposes.

13 Award of Contract (PLACEMENT OF ORDER)

13.1 After evaluation of techno- commercial proposals (bids), BSNL shall consider to award the contract.

14 Bid Security/ Performance Bank Guarantee (PBG):

14.1 The bidder shall have to pay bid security of Rs 1 lakh.

14.2 The successful bidder shall have to pay Performance Bank Guarantee (PBG) of Rs 5 lakh each per CSC.

14.3 Performance guarantee shall be initially valid for a minimum period of Six years, which include six months of installation and commissioning time. For extension of contract beyond five years, PBG shall have to be renewed accordingly.

14.4 The bidder shall ensure that performance bank guarantee (PBG) is sent to the purchaser directly by the issuing bank under Registered Post (A.D). In exceptional circumstances where the PBG is submitted by the bidder to the purchaser, 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).

14.5 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

14.5.1 In both the above cases, i.e. (i) & (ii), the bidder shall not be eligible to participate in the EOI process for same item for one year from the date of issue of APO. The bidder shall not approach the court against the decision of BSNL in this regard.

15 TIME PERIOD TO ESTABLISH THE CUSTOMER CARE CENTER

15.1 The successful firm shall establish the Customer Service Centers and make them ready to use within 6 months of handing over the site by BSNL, in which the bidder shall set its manpower to run the existing CSC within 15 days from the date of signing the agreement so that existing day to day work of CSC do not stop.

15.2 Designs of new CSCs will be mutually discussed between BSNL & bidder.

16 CERTIFICATE ABOUT RELATIVES IN BSNL

16.1 The bidder shall give a certificate that none of his/her near relative is working in the units as defined below 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.

The company or firm or the person will also be debarred for further participation in the concerned unit.

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).

16.2 The format of the certificate to be given is as at Annexure-II.

17 Penalty

17.1 **Liquidated Damage-** Failure to establish CSC in the stipulated period of 6 months from the date of handing over of site or placement of firm order whichever is later, shall result in imposition of penalty of Rs. 25,000 per week of delay for a period of six weeks and thereafter, Rs 50,000 per week of further delay for another six weeks, per Customer Service Center. Upper ceiling of penalty so imposed shall be

INR 5 Lakhs. Delay beyond 12 weeks may attract forfeiture of the SD/ PBG and cancellation of contract, at the discretion of BSNL.

- 17.2 **Operational Performance and SLAs-** BSNL and CSCM have to meet SLAs as agreed with different customers for their respective part. Operational performance, Quality of service and also penalty for failing to meet prescribed benchmarks and SLAs, will be assessed customer to customer basis & decided every month based on agreed SLA parameters. Penalties arising out for not meeting SLAs agreed with respective customers shall be borne by CSCM for reasons attributable to their part. BSNL will bear the penalties for reasons attributable to BSNL part of responsibility in that particular customer contract.

18 FORCE MAJEURE

- 18.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- 18.2 Provided, also that if the contract is terminated under this clause, the BSNL shall be at liberty to take over from the Bidder at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Bidder at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Bidder may with the concurrence of the purchaser elect to retain.

19 INITIAL TERM, LOCK IN PERIOD, EXIT CLAUSE, PENALTY/ DAMAGES AND RENEWAL

- 19.1 **INITIAL TERM** - Duration of contract is 5 years from the date of commissioning of CSC and ready to be used for offering services to end customers. Out of 5 years, fourth and fifth year shall be optional at the liberty of BSNL. After 5 years also, contract may be extended on yearly basis on mutually agreed terms and conditions.
- i) The terms and conditions of the Agreement to be signed with the successful bidder(s) of this EOI shall come into effect from the date of signing of the same, and will remain valid up to a period of five (5) years plus the implementation period (i.e. beyond the date of commissioning of CSC). All the clauses of the Agreement shall come into effect from the date of signing, unless otherwise specified. Agreement for the optional period of sixth and seventh year shall be renewed on yearly basis at the liberty of BSNL.

- ii) Given the nature of services proposed under this EOI, the terms and conditions of the agreement shall survive beyond the termination period and up to the expiry of term of end customer contract(s) as extant on the date of expiry of this agreement, for the remaining period of such terms in customer contracts.

19.2 **LOCK IN PERIOD**

- i) Agreement shall have a lock-in period of three (3) years, from the date of commissioning of CSC and their readiness to be used for offering services to the end customers. Thereafter, the Agreement shall stand automatically renewed and remain in effect from year to year unless and until terminated by either Party by providing a written notice of termination not less than six (6) months prior to the intended termination date.

19.3 **EXIT CLAUSE**

- i) If CSCM want to exit during the lock-in period this move shall carry following penalties on CSCM:
 - a. Surrender of all equipment and transfer of ownership to BSNL at zero cost to BSNL.
 - b. The sum of all consequential damages, if any that arise on account of premature closure will be borne by CSCM.
 - c. Infrastructure will be transferred to BSNL at depreciated cost.
 - d. Cost of any contract with any third party will be borne by CSCM till currency of existing contracts.
 - e. CSCM will pay all dues to BSNL if any and take "NOC" from BSNL.
 - f. CSCM will refrain to take up any new telecom business for next 2 years.
- ii) If CSCM exits after lock in period, he will be liable to pay BSNL
 - a. Infrastructure will be transferred to BSNL at depreciated cost.
 - b. Cost of any contract with any third party will be borne by CSCM till currency of existing contracts.
 - c. CSCM will pay all dues to BSNL if any and take "NOC" from BSNL.
 - d. CSCM will refrain to take up any new telecom business for next 2 years.
- iii) CSCM has to handover all the records /data (manually/computerized) to BSNL, in both cases if CSCM wants to exit before Lock in period or after Lock in period.
- iv) CSCM will have to clear all the dues to BSNL, if wants to exit after Lock in period.
- v) Termination of contract due to non-performance (default) [Exit Clause invoked by BSNL]

- A. The BSNL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the bidder, terminate this contract in whole or in part
 - a) If the bidder fails to deliver any or all of the goods and perform services within the time period(s) as specified in the contract, or any extension thereof granted by the BSNL;
 - b) If the bidder fails to perform any other obligation(s) under the Contract; and
- B. If the bidder, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the BSNL.

19.4 **Penalty/ Damages**

- i) No penalty / damages / compensation shall be payable by either party before expiry of agreement period, if exit is made under the following circumstances:
 - a) the order of any Government (Central/State) or any statutory body
 - b) in Force Majeure event
- ii) In case the CSCM is not able to fulfill any of the above conditions, his PBG will be forfeited and a case will be initiated to recover possible losses due to disturbance in customer interface engagement.

19.5 **Renewal-** Extension of agreement beyond seven years shall be at mutually negotiated terms and conditions, and the CSCM must intimate BSNL in writing before expiry of sixth year of contract about its intention regarding continuation of agreement beyond seven years.

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

- 20.1 The BSNL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the bidder, terminate this contract in whole or in part
 - c) If the bidder fails to deliver any or all of the goods and perform services within the time period(s) as specified in the contract, or any extension thereof granted by the BSNL;
 - d) If the bidder fails to perform any other obligation(s) under the Contract; and
- 20.2 If the bidder, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the BSNL.
- 20.3 BSNL will give a notice of 3 months to terminate the contract with bidder. This action will be based on regular performance evaluation on meeting the targets/expectations as per mutually agreed terms and conditions/ targets.
- 20.4 CSCM want to exit during the lock-in period this move shall carry following penalties on CSCM:
 - a. Surrender of all equipment and transfer of ownership to BSNL at zero cost to BSNL.

- b. The sum of all consequential damages, if any that arise on account of premature closure will be borne by CSCM.
- c. Infrastructure will be transferred to BSNL at depreciated cost.
- d. Cost of any contract with any third party will be borne by CSCM till currency of existing contracts.
- e. CSCM will pay all dues to BSNL if any and take "NOC" from BSNL.
- f. CSCM will refrain to take up any new telecom business for next 2 years.

20.5 In the event the BSNL terminates the contract in part, the bidder shall continue the performance of the contract to the extent not terminated.

21 TERMINATION FOR INSOLVENCY

21.1 The Purchaser may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the bidder. If the bidder becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the purchaser.

22 ARBITRATION

22.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CMD, 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 CMD, BSNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CMD or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CMD or the said officer. The agreement to appoint an arbitrator shall be in accordance with the Arbitration and Conciliation Act 1996. There shall be no objection to any such appointment on the ground that the arbitrator is a 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 he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CMD, 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.

- 22.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 22.3 The venue of the arbitration proceeding shall be the office of the CMD, BSNL, New Delhi or such other places as the arbitrator may decide.

23 SET OFF

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

24 INDEMNIFICATION

- 24.1 Bidder has to give an indemnity bond as per Section IX along with the technical bid.

25 Court Jurisdiction:-

- (i) Any dispute arising out of the EOI/bid document/ evaluation of bids/issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/EOI has been issued.
- (ii) Where a Bidder has not agreed to arbitration, the dispute/claims arising out of the Contract/PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under.

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

Section -III

Customer service center details and service offerings

1. An Introduction to Customer service center

1.1. A customer service center is a place where customer and BSNL meet to offer various service, Receive complaint & do after sale service.

1.2. BSNL serves to customers of all profiles in different territories with more than 3300 CSCs at present.

1.3. Most of the CSCs are operating in buildings / space owned by BSNL

1.4. Why shall organizations outsource customer service center ?

1.4.1. A variety of factors lead businesses to open customer service center From a strategic perspective, companies increasingly seek to focus on core competencies, and outsourcing is essential to supporting that strategy. Advantages of outsourcing include:

- Faster time to market: Establishing a robust CSC infrastructure can be a time consuming proposition. This starts with securing the necessary floor space and server infrastructure but also includes the technical talent to operate the infrastructure once installed. All these can incur significant time lags that can compromise time-to-market.
- Gaining access to external expertise: Customers can gain the benefit of access to the best talent – which leads to better performance of their systems – without having to attract, retain and train, the talent themselves.
- Long term cost saving and avoiding high up-front expenditures: Outsourcing CSC infrastructure can result in significant cost savings depending on whether or not an organization already processes sufficient staff and infrastructure scalability on its own. If not, the prospect for avoiding high upfront expenditures for such items , and required personnel can be significant. Outsourcing can definitely result in reduced total cost of ownership for the customer
- Increased reliability: By outsourcing, customers can gain access to reliability and scalability that they would not have had access.
- Better utilization of existing manpower: The available technical manpower need not be tied up in managing the infrastructure. Since the requirements are outsourced, technical resources shall be able focus and concentrate on new opportunities.

2. Customer service Center Infrastructure Details

2.1. Customer service center (CSC) provide the physical environment necessary to keep your service offering up and running 7 days a week. The customer service Centers with onsite personnel trained in the areas of customer care, The physical and technical environment, affording customers the reliability and flexibility needed to serve their telecommunication needs.

2.2. BSNL plans to upgrade their exiting CSCs in different locations in the country to start with and then expand these in the future.

2.3. Customer service center indicative details

Indicative (but not exhaustive) Customer Service Centre details and requirement are in this section.

2.3.1. Typical constituents of CSCs are: Reception lobby, operating counters , Raised floor area for one to one customer interaction, billing counters, service experience center, Customer work area, private cages, Fire Detection & Suppression, meeting rooms, tea / snacks areas racks etc.

2.3.2. **Infrastructure:** Customer service center Facilities are to be designed with raised floors, air-conditioning with accurate temperature and humidity control systems with separate cooling zones. Customer service centers so set up must have range of physical security features, including state-of-the-art smoke detection and fire suppression systems, motion sensors, as well as video camera surveillance and security breach alarms. Following are some of the requirements:

- i. A daily 12 hours Help Desk providing round the clock Service
- ii. Deployment of high-performance management tools

2.3.3. **Fire detection and Control:** The Fire Alarm System with microprocessor based fire alarm panel with analogue addressable type detectors shall be provided.

2.3.4. **Security:** The CSCM has to ensure suitable security of the Customer Service Centre.

3. Indicative customer care service Offerings

3.1. Booking / selling/ marketing of various telecom service offered by BSNL like mobile, fixed telephone, broadband, WLL, wimax, wi-fi, lease line managed service etc. either from a retail customer or from a bulk enterprise customer.

3.2. Acceptance of telephone bills through cash / cheque/ DD/ drop box/ online etc.

3.3. Selling of recharge coupons physically/ online/ otherwise of various denominations for various service like mobile, fixed line and broad band wi-fi, etc.

- 3.4. Accepting the request & implementing change of tariff plans.
- 3.5. Acceptance of service/ billing/ personal customer complaints and managing to get them rectified.
- 3.6. Live demonstration of various service offering including various value added service to existing/ prospective customers.

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. _____ 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.
.....
.....

Section V

BID SECURITY FORM

EOI No: ND/NCNGN/Mktg/CSC/2016-17.....

Whereas (hereinafter called "the Bidder") has submitted its bid dated.....for the supply of .. vide EOI No ND/NCNGN/Mktg/CSC/2016-17..... dated..... KNOW ALL MEN by these presents that We..... Of having our registered office at(hereinafter called "the Bank") are bound unto Bharat Sanchar Nigam Limited (hereinafter called "the Purchaser") in the sum of Rs..... for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - (a) fails or refuses to execute the Contract, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in clause 15 section II of the Bid Document up to and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority.

Name

Signed in Capacity of

Name & Signature of witness

Full address of Branch

Address of witness

Tel No. of Branch

Fax No. of Branch

Section-VI

Consortium Agreement

(On non-judicial stamp paper of appropriate value)

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

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

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

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>

Section VII

DEED OF INDEMNITY

This **DEED OF INDEMNITY** is executed on this the _____, by _____,

1. <<**Name of the Bidder**>>, a company registered under the Companies Act, 1956 and having its registered office at <<Address of the Bidder>> acting through << Authorized Signatory>> is hereinafter, for the purposes of this Deed of Indemnity, be collectively referred to as '**Customer Service Centre Manager**' or '**CSCM**' is authorized representative, authorized to execute this Deed of Indemnity on behalf of the **Customer Service Centre Manager or CSCM**.

TO AND IN FAVOUR OF

Bharat Sanchar Nigam Limited, through the (hereinafter referred to as the Purchaser which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized representatives and permitted assigns) **On the Other Part**.

WHEREAS

- (a) The Purchaser had invited bids *vide* their EOI No DATED (hereinafter referred to as 'EOI') for the purpose of up-gradation, Uplifting, Operation and Maintenance.
- (b) The CSCM (Bidder) had submitted its proposal dated ____ (hereinafter referred to as the 'Bid') for the provision of such services in accordance with its proposal as set out in its Bid and in accordance with the terms and conditions of the EOI.
- (c) The EOI Document requires the CSCM(Bidder) to indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in the mentioned work.
- (d) The Bidder has in order to comply with the terms of the EOI agreed to execute the Deed of Indemnity on such terms and conditions more fully mentioned below.

NOW THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:

1. The CSCM(Bidder) shall, in consideration of the Purchaser making payment under and in accordance with the EOI Document, hereby agrees to indemnify the Purchaser against any costs, loss, damages, and claims from third parties or liabilities suffered by the Purchaser and directly arising out of the following reasons:
 - a. Any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the CSCM (Bidder) or any sub-contractor during the course of performance of the Services.
 - b. Any litigation arising out with the original software solution provider in case of bundled software for which separate licenses would otherwise have been required.

- c. The CSCM (Bidder) shall protect, defend, indemnify and hold harmless to BSNL and its employees, officers, Directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and cost (including legal costs and disbursements) arising from:
- I. Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency or regulator issued with respect to the product/services being supplied/provided under this EOI.
 - II. Any claim made by third parties arising out of the use of the services of BSNL being provided using the equipment supplied under the EOI to the extent these are attributable solely to the poor quality or non-compliance of the products/services to the respective specifications.
 - III. Any claims arising from the customers or other service providers in connection with interruptions or degradation of Services due to non-availability of services beyond the stipulated time frame as contained in AMC and solely attributable to the bidder of the product and services under this EOI.
 - IV. Any claim that the equipment/ services or any value addition component offered and supplied by the bidder in this EOI, infringe any patent, trademarks or copyrights of any third party.
2. This Deed of Indemnity shall stand terminated on expiry of or early termination of the contract period as envisaged in the above said EOI requirement.
3. The Deed of Indemnity shall constitute the entire indemnity provided by the CSCM (Bidder) for the indemnities asked for vide Section IVE Clause 27.3.1 and Section III D Clause 3 of the said EOI.
4. This Deed of Indemnity shall be governed by and construed in accordance with Indian law.

(Authorized Signatory)
Date:
Place:
<< Name of the Bidder >>

Witness 1:

Witness 2:

Section- VIII

PERFORMANCE SECURITY GUARANTEE (PBG) BOND

(To be typed on Rs. 100/- Non-Judicial Stamp paper)

In consideration of the BSNL having agreed to exempt _____(hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/(Purchase Order) No.....

dated. Made between... ..and..... For.....for the supply(hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said Agreement, on production of the bank guarantee for.....we, (name of the bank)

(here in after refer to as the "the bank") at the request of _____(contractor(s)) do hereby undertake to pay to the BSNL amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by the government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2 We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demanded 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 contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractor(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 _____

3. We undertake to pay to the BSNL any money so demanded not withstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending 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 contractor (S)/suppliers (S) shall have no claim against us for making such payment.

4. We (Name of 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 _____

(office/Department)
Ministry of _____ certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of SIX YEARS (actual period as specified in P.O.) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We _____ (Name _____ of _____ 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 there under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor (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 Contractor(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 Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said Contractor(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. This guarantee shall not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).

7. We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

Dated the _____ day of _____
For _____ (Indicate the name of bank)

ANNEXURE -II

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
Name & Address

ANNEXURE -III

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 _____ (Bidder) in order of preference given below.

<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.

INTEGRITY PACT

Between

Bharat Sanchar Nigam Limited (BSNL) hereinafter referred to as "The Principal"

and

.....hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for ----- . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal will appoint an Independent External Monitor who will monitor the EOI process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a) No employee of the Principal, personally or through family members, will in connection with the EOI for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - (b) The Principal will, during the EOI process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the EOI process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the EOI process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

(1) The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the EOI process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from EOI process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before contract award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the EOI process or take action as per the defined procedure.

Section 4 – Compensation for Damages

- (i) If the Principal has disqualified the Bidder(s) from the EOI process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (ii) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor the amount

equivalent to Security Deposit / Performance Bank Guarantee in addition to any other penalties/ recoveries as per terms and conditions of the EOI.

Section 5 – Previous transgression

- (i) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedure.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

- (i) The principal will enter into agreements with identical conditions as this one with all Bidders/Contractors.
- (ii) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact.
- (iii) The Principal will disqualify from the EOI process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Corporate Vigilance Office.

Section 8 – External Independent Monitor/Monitors

1. Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD of the BSNL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an

impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the CMD of the BSNL, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, BSNL.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document / contract shall not be applicable for any issue /dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

For the Bidder/Contractor

Place.....

Witness 1 :

Date

Witness 2 :