



Expression of Interest for Maintenance of Broadband connections in Pune SSA

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

Office of the Principal General Manager Telecom District Pune

Expression of Interest Document

for Maintenance of Broadband connections in Pune SSA

EOI No. PTP/EG-172/ Broadband Maintenance/EOI/7

NIT No. PTP/EG-172//Broadband Maintenance/EOI dated 6-11-2009

Issued by :

Dy. General Manager (PIg),
O/o PGM, (BSNL), Pune
1st Floor, :B Wing, O/o PGM,
Satara Road, Pune - 411009.

Issued to

TOTAL PAGES: 25 Pages

(Each page of documents should be signed with seal)

Price – Rs.563/-

Signature of authorized person

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भारत संचार निगम लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

O/O Principal General Manager
Satara Road, T.E. Bldg Compound, Pune 411009
Tele. No.24465454 FAX NO. 2445 9600

No. PTP/EG-172/Broadband Maintenance/EOI/ dated 6-11-2009

Sealed EOIs are invited on behalf of CMD BSNL by PGM, Pune for selection of maintenance agency for maintenance of broadband connections working in Pune as per the terms and conditions of this EOI document.

1	Subject	Expression of Interest for Maintenance of Broadband connections in Pune SSA
2	EOI No. and Date	PTP/EG-172/BB/Urban Plg/Broadband Maintenance/EOI dated 6-11-2009
3	Sale of EOI Documents	Upto 25 /11/2009 between 11:00 Hrs to 15:00 Hrs. EOI documents can be collected from DE (Plg), 1 st Floor, B Wing O/o PGM, Satara Road, Pune. For this, proof of deposit of Rs. 563/- by cash / DD in favour of AO(Cash), BSNL Pune ,at Cash counter, Satara Road, Pune is to be submitted to DE (Plg), BSNL, O/o PGM, Pune. Fee for EOI document is neither transferable nor refundable. In case of EOI document downloaded from Internet, a separate DD in favour of AO (Cash), BSNL Pune may be attached with EOI document.
4	Pre-bid Meeting at conference hall, O/o PGM Pune	At 1500 Hrs 16.11.2009
5	Last date & time for EOI submission	Upto 15.00 Hrs of 26-11-2009 at DE (Plg), BSNL, O/o PGM, Pune - 411009.
6	Date & Time for EOI opening	15.30 hrs of 26-11-2009
7	Venue of EOI Opening	O/o DGM (Planning), 1 st Floor, :B~ Wing, O/o PGM, Satara Road, Pune.
8	EMD	Rs.45,000/- per form in cash/DD in favour of AO(Cash), BSNL Pune at cash counter, Satara Road, Pune. Receipt of EMD / DD drawn, is to be attached with the Form. EMD should be paid zone wise separately for each zone. One can fill one form only. But he/she can apply as many zones as they want. He/she will be allotted maximum two zones only. Priority of zones is to be mentioned by Bidder. Zones for which EMD is received will only be considered.

9. Experience Eligibility Criteria

The eligibility criteria for qualifying to participate in EOI shall be as below :-

1. The company and /or its partner should have an experience of installation of minimum 1500 BB connections during last one year i.e from 01.11.2008 to 31.10.2009 or should be engaged in maintenance of 1500 Broadband connections and above during same period as above.
2. The experience certificate should be signed by Officer not below the rank of DGM.

Signature of authorized person

3. Infrastructure requirement

- i) Minimum 2 qualified technical person having minimum diploma in technical field / certified technical course. (certificates of persons required to be attached)
- ii) Minimum 6 staff + 2 operators (including above mentioned in (i).
- iii) Minimum 3 telephone connections Landline / Mobile

10. Security Deposit

Zonewise Security Deposit as shown below is to be submitted by successful Agency in the form of cash or Bank Guarantee with validity beyond 6 months of the duration of an agreement i.e for 18 months for each zone.

It should be released on surrender of all the balance material issued & satisfactory work certificate by concerned authority.

Zone No	SD Amount in Rs
1	2,10,000/-
2	2,10,000/-
3	1,50,000/-
4	2,10,000/-
5	1,50,000/-
6	2,10,000/-
7	2,10,000/-
8	2,10,000/-
9	2,10,000/-
10	2,10,000/-
11	1,50,000/-
12	3,00,000/-
13	3,00,000/-
14	1,50,000/-
15	3,00,000/-

EOI document can be downloaded from the Internet from www.maharashtra.bsnl.co.in

1. Conditional EOI will not be accepted.
2. PGMTD is empowered to reject any EOI without assigning any reason.
3. If the last day for submission of EOI or the day of opening of EOI is declared as holiday, the date will be shifted to the next working day.
4. Validity of approved rates will be One year from the date of agreement.
5. Detailed terms and conditions are given in the tender document.
6. During the entire process if it is observed that the downloaded document is not exactly as per the original document and/or it is tampered / changed / altered / modified in any way, the EOI will be rejected.
7. EOIs will not be accepted by POST.

**Divisional Engineer (Planning),
O/o PGM, Satara Road, Pune**

Signature of authorized person

Procedure for EOI and important points for applicants/bidders.

01. EOI documents can be collected from DE (Plg), 1st Floor, B Wing O/o PGM, Satara Road, Pune. For this a application, proof of deposit of Rs. 563/- at BSNL , Cash counter, Satara Road, Pune is to be submitted to DE (Plg), BSNL, O/o PGM, Pune.
02. Fee for EOI document is neither transferable nor refundable.
03. Before filling up form read EOI documents completely. Note down the points which are not clear and requires clarification.
04. Note down all important dates mentioned in EOI documents.
05. Fill up the form neatly. Avoid over writing.
06. Enclose all necessary documents duly attested with EOI.
07. Go through the check list.
08. Check all points. Verify the documents attached.
09. All pages of EOI including check list must be signed with seal by authorized signatory. If owner of firm is not signing documents , An authority letter in the name of signatory should be enclosed.
10. Put EOI along with documents in envelop. Mark envelop at top left side “ **EOI for Broadband Maintenance work etc.**”
11. **Seal the envelop with brown tape or WAX properly from all sides.**
12. Drop your envelop in drop box provided in the O/o DE (Plg), O/o PGM, Satara Road, Pune.
13. Please remember that EOI should be submitted on or before 15:00 Hrs of 26-11 -2009.
14. EOIs will not be accepted by POST.

1. Scope of the Work

1.1 The Maintenance Agency (MA) shall place its staff at MDF of the exchange and at NIB for routine and pre testing. Suitable number of persons are to be deputed in MDF room by MA. In MDF one Telephone line shall be provided by BSNL and MA shall provide and manage all other infrastructure and BSNL shall not make any payments towards this expenditure.

1.2. The Maintenance Agency shall maintain Broadband connections in the jurisdiction of Pune telecom District. Initially work will be awarded for Pune city only. MA shall issue proper identity cards to its employees engaged in said activity and shall keep BSNL informed about their identity in written. The Maintenance Agency so appointed may also be considered for other jobs originated in BSNL from time to time at the total discretion of BSNL.

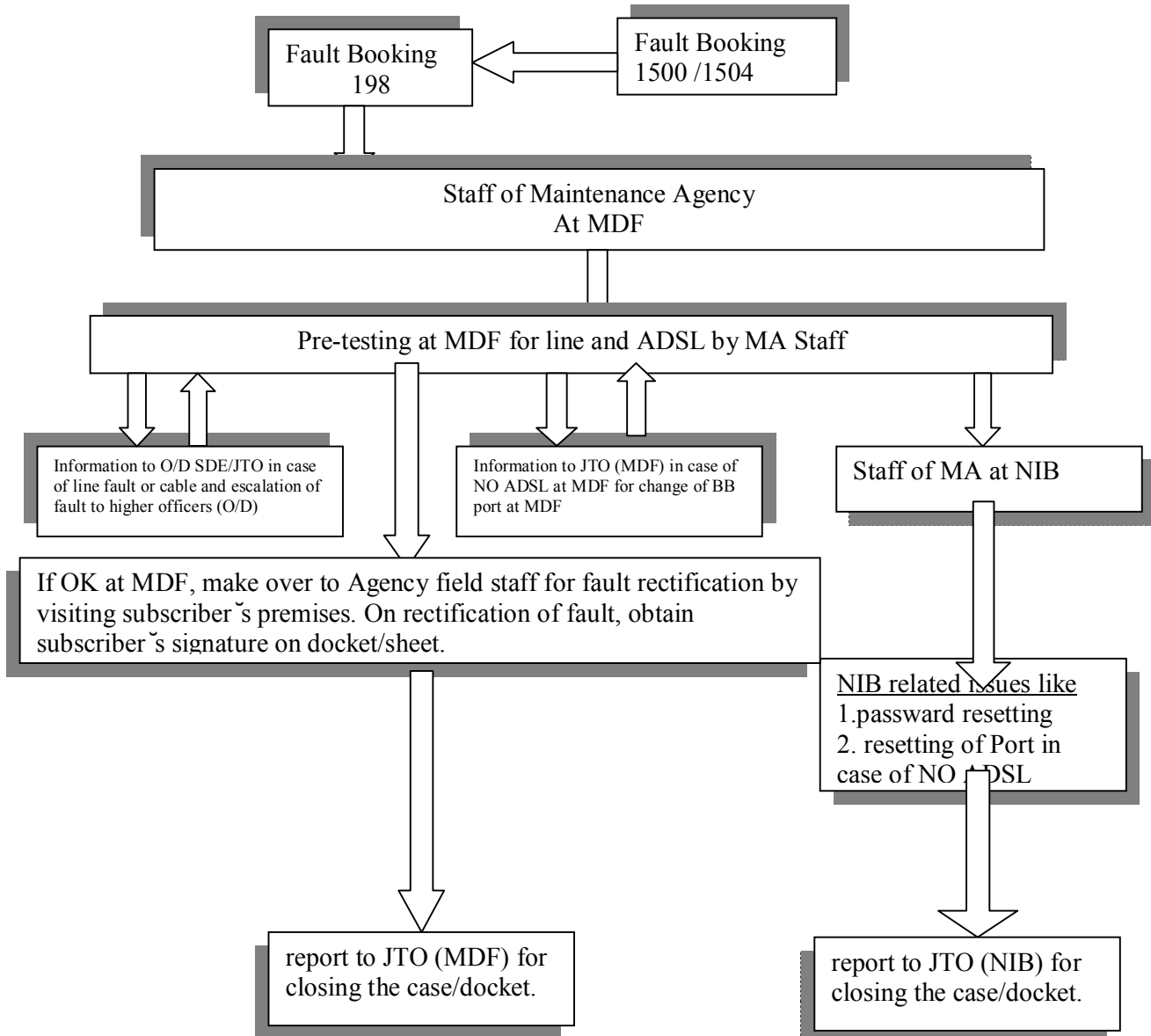
1.3 It is specifically agreed by the **Maintenance Agency** that it shall, at no point of time, use the BSNL name, logo, space and services under this agreement for any other services than the mentioned services in annexure, unless agreed between the parties in writing .

1.4 The Maintenance Agency will act & take care of faults listed as below :-

1. All Broadband faults booking are to be done on call centre/FRS and will be given to vendor (Exchange wise)
2. Vendor will sectionalise faults and get it resolved
 - a) Through O/D if line fault is there.
 - b) If fault is related to DSLAM, it will be resolved by NIB section
 - c) If fault is related to OFC, it will be resolved by OFC/NIB section.
 - d) For remaining type of faults like
 - i) Outlook express configuration
 - ii) PC/Modem configuration
 - iii) Web site not opening
 - iv) Password reset through NIB section (MHS)
 - v) Parallel connection
 - vi) Low speed
 - vii) Modem / Adaptor faults etc.

Vendor has to take action for restoration. For (b) & (c), vendor has to inform NIB/OFC Section immediately.

1.5 The maintenance agency shall follow the procedure as shown below:



1.6 In case of modem fault, agency will confirm from JTO (Outdoor) about warranty period and replacement should done only if equipments are in warranty period. In case of fault in subscriber PC, demonstrate working of BB connection with agency laptop and advice customer to get his/her PC repaired. In that case docket should be got signed by the customer for fault in PC. The docket will be closed by JTO MDF with remarks as :Subscriber reason.

1.7 In case of low speed complaint, even at MDF, case is to be taken up by MA with NIB to resolve.

2. Selection criterion:

Selection will be based on marks awarded on the following parameters.

Following parameters will be considered for finalizing the agency:

- (a) i) Vehicle 2, two wheeler / four wheeler **10 marks**
 ii) Vehicles five or more - two wheeler/four wheeler **30 marks**
 (The MA will submit copy of bills/cash memo / registration document for vehicle if they already possess. In case MA wishes to take the vehicle on hire an agreement on stamp paper of Rs. 100/- with party/firm form that MA will manage the vehicle on hire is to be submitted along with EOI. Without documents/agreement letters no marks will be awarded.)

- (b) i) Laptop Minimum 2 **10 marks**
 ii) Laptops five or more **30 marks**

Signature of authorized person

(The MA will submit copy of bills/cash memo for laptop if they already possess. In case MA wishes to take the Laptop on hire, an agreement on stamp paper of Rs. 100/- with party/firm form that MA will manage the Laptop on hire is to be submitted along with EOI. Without documents/agreement letters no marks will be awarded.)

(c) In last ONE year :-

Firm with experience of installation/Maintenance. of minimum 1500 BB connections	10marks
Firm with experience of installation/Maintenance. of 1501 -- 2500 BB connections	20marks
Firm with experience of installation/ Maintenance of 2501 - 5000 BB connections	40 marks
Firm with experience of installation/ Maintenance of 5001 - 7500 BB connections	60 marks
Firm with experience of installation/ Maintenance of 7501 - 10000 BB connections	80 marks
Firm with experience of installation/ Maintenance of 10001 and above	100 marks
Maximum Marks.	100 Marks

(d) Existing franchises/BB vendors/DID Franchises / DSA

10 Marks

TOTAL 170 Marks

Note : 1. In case of same weightage of MA observed in one zone then final contract will be given to the actual number of BB connections installed / maintained by them in last one year.

2. Any bidder is applying for more than one zone, he/she has to submit list of items as laptop, Vehicle, staff list as mandatory for minimum two zones separately.

Zonewise details of Broadband connections working (all exchanges of respective Area DEs except DID Franchisee exchanges)

3.

Zone - I	
D.E. Akurdi	4552
D.E. Bhosari	1481
	6033

Zone -2	
D.E. Chinchwad	3107
D.E. Talegaon	2005
	5112

Zone 3	
D.E. Aundh	4439

Zone 4	
D.E. Kothrud	6705

Zone 5	
D.E. Cantonment	4107

Zone 6	
D.E. MHS	6601

Zone 7	
D.E. Model colony	6004

Zone 8	
D.E. Shivajinagar	1736
D.E. Wakad	3802
	5538

Zone -9	
D.E. City North	5756

Zone 10	
D.E. South - II	6305

Zone 11	
D.E. Dhankawadi	3069

Zone 12	
D.E. Satara Road	9728

Zone 13	
D.E. Hadapsar	7077

Zone 14	
D.E. Vimannagar	2236
D.E. yerwada	2475
	4711

Zone 15	
D.E. MKR	8542

Note : Figures of working connections are of Oct 09 and may change for respective coming months

Signature of authorized person

Agreement should be annexed to EOI document.

(The agreement should be typed on non-judicial stamp paper of Rs. 100/-)

AGREEMENT WITH M/S FOR BROADBAND WORKS ETC.

This agreement is signed on the _____ by _____ and between **BHARAT SANCHAR NIGAM LIMITED**, a company registered under the Companies Act 1956 having its Registered office at BHARAT SANCHAR BHAWAN, JANPATH Road, New Delhi-110001 & Corporate office at B-148, Statesman Building, Barakhamba Road, , New Delhi - 110001 acting through _____. (hereinafter called **BSNL** which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) of the FIRST PARTY

AND

M/s _____ acting through Mr. / Ms. _____, (Designation), the authorized signatory (hereinafter called as **Maintenance Agency**), which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) of the SECOND PARTY.

WHEREAS

1. BSNL Maharashtra telecom Circle is a Telecom Service Provider licensed to provide various kinds of telecom services within Maharashtra Telecom Circle.
2. The BSNL Pune Telecom Dist is desirous of appointing authorised **Maintenance Agency** (hereinafter referred as MA) for Broadband maintenance works. The MA has participated in a EOI floated by BSNL Pune Telecom Dist for appointing it to act as its **Maintenance Agency** for Broadband maintenance works in Pune SSA.
3. The **Maintenance Agency** has requested to sign an agreement for maintenance works in the Pune SSA whereupon and in pursuance to the said request, BSNL has agreed to sign this Agreement with the **Maintenance Agency** for Broadband maintenance works in Pune SSA.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the due observance & performance of all the terms and conditions mentioned in this agreement along with the all documents & Annexures attached herewith, which are part and parcel of this agreement, BSNL and the M/Sagree to sign agreement for Broadband works as mentioned in Annexure as per conditions contained in agreement.
4. It shall be valid for a period of one year initially from the date of signing agreement unless revoked earlier. BSNL may extend, if deemed expedient, the period of agreement by **one year** at one time upon request of M/s, on mutually agreed terms. The decision of BSNL shall be final in regard to the grant of extension.
5. M/sand BSNL hereby agrees and unequivocally undertakes to fully comply with all terms and conditions stipulated in agreement without any deviation or reservations of any kind, unless mutually agreed between the parties at any given time.
4. The laws of land as promulgated/modified/amended or replaced from time to time shall govern this Agreement. BSNL reserves the right to appoint more than one **Maintenance Agency** for the said activity in Pune SSA.
5. This Agreement shall not be amended or modified or altered or changed in any way except in writing and duly executed by the authorized representative of each party.

6. The Agreement is a confidential document. M/sand BSNL shall not divulge any part of this Agreement either through oral or written communication or through any other mode to any third party.
7. The **Maintenance Agency** agreed to submit a Security Deposit of Rs. 10,000/- (Rupees Ten Thousand only) as a security towards materials issued for broadband maintenance purpose for each zone in cash/Bank guarantee. This Bank Guarantee shall be valid for 18 months from the date of signing of this Agreement. The MA agrees to renew the BG from time to time till expiry of agreement or till BSNL is satisfied that the terms & conditions of said agreement have been fully and properly carried out by the MA. Without prejudice to its rights of any other remedy, on failure of the MA to provide services under this agreement or in case of any breach in terms and conditions of the Agreement, BSNL shall en-cash / forfeit the said Performance Bank Guarantee.
8. Spare for maintenance of BB service like adaptors, splitters, CPE (modem), LAN cable and RJ11 cables will be issued from Broadband section with maximum limit of inventory cost of Rs. 10000/-.
9. BSNL reserves the right to provide such services on its own or to enter into Agreement with other parties / persons / service providers for providing similar services from time to time in future without any restriction on number of persons / parties /MA , the MA shall have no objection whatsoever.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorized representatives on the ____ day of ____ , 2009.

Sd/-

Signed for and on behalf of **BSNL** by _____ .

Sd/-

Signed on behalf of **M/srepresented**, by **Shri**, the authorized signatory .

In the presence of Witnesses:

1. Signature
 Name
 Occupation
 Address
 Place

2. Signature
 Name
 Occupation
 Address
 Place

TERMS & CONDITIONS

1. Conditional EOI will not be accepted. Validity of approved rates will be one year from the date of agreement.

2. Maintenance of Broadband services:

- 2.1 The **Maintenance Agency** will get Rs.25/- (Inclusive of service Tax) per connection per month. 100 % of bill raised will be paid after verification of satisfactory service by BSNL. Bill of the last month of the contract will be paid 75% . Balance. 25% will be paid after reconciliation of bills after two months Working connections as on 1st of every month will be considered for payment of bill for that particular month.
- 2.2 The service TAX paid by BSNL shall be deposited to service tax department (central excise) by MA and proof of deposit is to be submitted to BSNL authorities for CENVAT benefit purpose. The proof of deposit of service TAX should be submitted to BSNL at the time of submission of subsequent bill.
- 2.3 The MA shall maintain at its own cost organization / premises for the broadband works. The MA shall use its best efforts actively to maintain the services and always act in the interest of BSNL and its subscribers.
- 2.4 The spares shall be issued by BSNL for broadband maintenance work, and it is clarified (a) that BSNL shall not be liable for any loss, pilferage or damage to the goods stored and at the customer premises and the merchandise shall be the entire responsibility of the MA (b) that the MA shall not have authority, to sell store or in any way dispose of the merchandise except as provided in this agreement. (d)The MA shall conduct business on behalf of BSNL, while they are in the premises of a customer in the proper and upright way. In the event of any complaint by the customer the agreement can be terminated.
- 2.5 The targets for minimum performance would be fixed on start of operations by the SSA which will be reviewed keeping in view of performance of MA vis-à-vis market development etc. The achievement of these targets by the MA will be a material obligation under this Agreement. If in the opinion of BSNL, the MA is at any time not adequately meeting the target, then without prejudice to any of its other rights, the BSNL may at its option vary this agreement, so as to exclude, reduce, modify, and suspend the agreement.
- 2.6 Tax deduction at source (TDS) will be applied while making payment to MA as per rules.
- 2.7 The BSNL shall have no liability or obligation for any State or Local Govt. Levies / Taxes for providing services by MA under this Agreement.

3. Experience Eligibility Criteria

The eligibility criteria for qualifying to participate in EOI shall be as below :-

4. The company and /or its partner should have an experience of installation of minimum 1500 BB connections during last one years or should be engaged in Broadband maintenance of 1500 and above.
5. The experience certificate should be signed by Officer not below the rank of DGM.
6. Infrastructure requirement
 - iv) Minimum 2 qualified technical person having minimum diploma in technical field / certified technical course. (certificates of persons required to be attached)
 - v) Minimum 6 staff + 2 operators (including above mentioned in (i).
 - vi) Minimum 3 telephone connections Landline / Mobile

4. Duration of Agreement

This agreement shall be valid for a period of **one year** from the date of signing the Agreement unless revoked earlier for whatever reasons. If at any stage during the tenure of this agreement, it comes to the notice of BSNL, directly or through some other complaint, that the Maintenance **Agency**

had misrepresented the facts or submitted any false information or hidden any information, which could have affected the signing of this agreement with the Maintenance Agency this agreement shall stand terminated immediately under intimation to the **Maintenance Agency**.

5. Extension of Agreement

BSNL may extend, if deemed expedient, the period of agreement by one year, *suo moto* or in mutual agreement with the **Maintenance Agency** on mutually agreed terms. The decision of BSNL shall be final in regard to the grant of extension.

6. Modifications in the Terms and Conditions of Agreement

The terms and conditions of the Agreement are subject to modification by mutual agreement based upon the request of either party. In case of no agreement being reached in such cases, BSNL reserves the right to terminate the agreement as per the provisions of clauses 8, 9 & 10 of this agreement.

7. Restrictions on 'Transfer of agreement'

The **Maintenance Agency** shall not assign or transfer its right in any manner whatsoever under this agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the agreement to any third party either in whole or in any part i.e. no sub-contracting/ partnership/ third party interest shall be created.

8. Suspension, Revocation or Termination of agreement

8.1 BSNL reserves the right to suspend the operation of this agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities. In such a situation, BSNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the agreement will not be a cause or ground for extension of the period of the agreement and suspension period will be taken as period spent. During this period, no charges for use of the facility of the **Maintenance Agency** shall be payable by BSNL.

8.2 BSNL may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of ONE month issued to the Maintenance Agency at its registered office, terminate this agreement under any of the following circumstances:

- a) The **Maintenance Agency** failing to perform any obligation(s) under the agreement;
- b) The Maintenance Agency failing to rectify, within the time prescribed, any defect as may be pointed out by BSNL.
- c) The Maintenance Agency Limited going into liquidation or ordered to be wound up by competent authority.

8.3 EITHER PARTY may terminate the agreement, by giving notice of at least ONE month in advance. The effective date of surrender of agreement will be ONE month counted from the date of receipt of such notice by the other party or the authority that signed the agreement on behalf of other party.

8.4 If the Maintenance Agency is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to BSNL in writing. In that case, the written notice period can be modified by BSNL as deemed fit under the circumstances. BSNL may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as it feels fit under the circumstances.

8.5 It shall be the responsibility of the Maintenance Agency to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of agreement is pending.

8.6 Breach of non-fulfillment of Agreement conditions may come to the notice of BSNL through complaints or as a result of the regular monitoring. Wherever considered appropriate BSNL may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the Maintenance Agency or not? The Maintenance Agency shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry.

9 Actions pursuant to Termination of Agreement

9.1 Notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement:

- i) Neither Party shall represent the Other Party in any of its dealings.
- ii) Neither Party shall intentionally or otherwise commit any act(s) as would keep a third party to believe that the other Party is still the former Party's service provider, as the case may be.
- iii) Each party shall stop using the other Party's name, trademark, etc., in any audio or visual form.
- iv) The expiration or termination of the Agreement for any reason whatsoever shall not effect any obligation of either Party having accrued under the Agreement prior to the expiration of termination of the Agreement and such expiration or termination shall be without prejudice to any liabilities of either Party to the other Party existing at the date of expiration or termination of the Agreement.

10. Dispute Settlement

10.1 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 PGM, Pune, 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 PGM, BSNL, Pune or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the PGM, BSNL, Pune or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the PGM, BSNL, Pune or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.

There will be no objection to any such appointment on the ground that the arbitrator is a BSNL 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 BSNL 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 PGM, BSNL, Pune 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.

10.2 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.

10.3 The venue of the arbitration proceeding shall be the office of the PGM, BSNL, Pune or such other places as the arbitrator may decide.

11. Force- Majeure

If at any time, during the continuance of this agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the Maintenance Agency), fire, floods, natural calamities or any act of God (hereinafter referred to as **event**), provided notice of happenings of any such event is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the agreement, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided Service under the agreement shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. The decision of BSNL as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive. However, the Force-majeure events noted above will not in any way cause extension in the period of the agreement.

12. Confidentiality of information

12.1 Subject to conditions contained in this Agreement, the Maintenance Agency shall take all necessary steps to safeguard the privacy and confidentiality of any information about BSNL and its subscribers from whom it has acquired such information by virtue of the Service provided and shall use its best endeavors to secure that:

- a) No person acting on behalf of the Maintenance Agency or the Maintenance Agency himself divulges or uses any such information except as may be necessary in the course of marketing of BSNL Services as mentioned in Annexure and
- b) No person seeks such information other than is necessary for the purpose of marketing of BSNL Services as mentioned in Annexure . Provided, the above para shall not apply where BSNL has consented in writing to such information being divulged or used, and such information is divulged or used in accordance with the terms of that consent; or the information is already open to the public.

12.2 The Maintenance Agency shall take necessary steps to ensure that the Maintenance Agency himself / herself and any person(s) acting on its behalf observe confidentiality of customer information.

12.3 The Maintenance Agency shall, prior to commencement of this agreement, confirm in writing to BSNL that The Maintenance Agency has taken all necessary steps to ensure that it and its employees shall observe confidentiality of customer information.

12.4 This clause shall survive the termination or expiry of this Agreement.

13. Indemnification

The Maintenance Agency agrees to protect, defend, indemnify and hold harmless BSNL and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:

- a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party;
- b) Any breach of the terms and conditions in this agreement by the Maintenance Agency.
- c) Any claim of any infringement of any intellectual property right or any other right of any third party or of law by the Maintenance Agency;

This clause shall survive the termination or expiry of this Agreement.

14. Relationship

Each party understands that it is an independently owned business entity and this Agreement does not make it, its employees, associates or agents as employees, agents or legal representatives of the other party for any purpose whatsoever. Neither party has express or implied right or authority to assume or to undertake any obligation in respect of or on behalf of or in the name of the Other Party or to bind the Other Party in any manner. In case, any party, its employees, associates or agents hold out as employees, agents, or legal representatives of the other party, the former party shall forthwith upon demand make good any/all loss, cost, damage including consequential loss, suffered by the other party on this account.

15. Liability

Except as provided in this Agreement, hereinabove, neither party shall be liable to other party or any other party by virtue of termination of this Agreement for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leases, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of this Agreement.

16. BSNL's Right to engage MA for providing other works.
BSNL reserves the right to engage MA on mutual terms and conditions as agreed between the parties for the activities mentioned below, for providing support, either fully or partially. Additional incentive may be considered by BSNL on mutual consent basis based on the quality and quantum of support envisaged. They will also help Key Account managers in SSA.

- One window interface for all its requirements across the SSAs and beyond for provisioning, operation and after sales services of broadband services etc.
- Fast provisioning of the services.
- Reliable quality services during operations.
- In case of fault, attending the same within reasonable period of time and with desired promptness.

17. Overview on Broadband Maintenance Work :

The commission for Maintenance activities of Broadband such as attending to PC configuration issues, modem configuration issues etc. are as below : (kindly see Annexure A)

- a) Area for the maintenance of Broadband connections will be allotted on zone wise exchange basis.
- b) The commission of Rs. 25/- (inclusive of Service Tax) per month will be paid per Broadband Connection irrespective of type of Plan or type of modem for the broadband connections allocated to him.
- c) MA must have to attend the Broadband faults within four hours.

18. Penalty Clause :

18.1 Penalty will be imposed for non-attendance of Broadband faults within stipulated time i.e. not more than 4 hours provided that, the problem does not pertain to BSNL Media or Network etc

18.2 The details of penalty is given as below :

- a. MA should rectify the faults after handing over on same day within 4 hours.
- b. If complaint received after 18.00 hrs may be treated as complaint received on 09.00hrs of following day.
- c. In case of delay for more than 4 hours in rectification then a penalty of Rs. 50/- upto 24 hours from the time of handover would be imposed. Later this penalty would be Rs. 500/- per day after 24 hours in case of non-rectification of broadband faults, which are not due to BSNL network or media.
- d. The total penalty per exchange would be limited to 10% of applicable commission for that exchange in a particular month. If the amount of total penalty exceeds 10%, the agreement stands terminated with immediate effect.
- e. The MA should clear 98 % faults within 24 hours and 2% within 48 hours.
- f. The delay in removing fault more than 2 days will not be accepted in any case. If out of total cases more than 2% faults are pending more than 2 days, & such case is reported by any field, BSNL reserves the right to terminate the agreement immediately. A weekly report will be called from field SDEs/DEs to check the performance of MA.

18.3 In case of persistent laxity in maintenance of the Broadband work, the Agreement with the particular Maintenance Agency may be terminated immediately with the effect of due notice which shall be binding to the Maintenance Agency

19.. PAYMENT TERMS

1) Maintenance Agency will submit bill monthly in duplicate to concerned SDE/DE according to Working connections as on 1st of every month. Number of connections for a given month for which payment will be claimed will be equal to the last month Broad Band connection as per report from the CSMS server. However the contractor will have to maintain all connections.

2) The Maintenance Agency will get Rs.25/- (inclusive of Service Tax) per connection per month. 100 % of bill raised will be paid after verification of satisfactory service by BSNL. Bill of the last month of the contract will be paid 75% . Balance 25% will be paid after reconciliation of bills after two months. Working connections as on 1st of every month will be considered for payment of bill for that particular month.

3) The service TAX paid by BSNL shall be deposited to service tax department (central excise) by MA and proof of deposit is to be submitted to BSNL authorities for CENVAT benefit purpose. The proof of deposit of service TAX should be submitted to BSNL at the time of submission of subsequent bill.

4) Tax deduction at source (TDS) will be applied while making payment to Contractor as per rules.

5) The BSNL shall have no liability or obligation for any State or Local Govt. Levies /Taxes for providing services by CONTRACTOR under this Agreement.

6) The bill will be submitted to SDE () on monthly basis. The SDE () will check the bill , verify the same and will send to DE/DGM for countersignature . DE will forward it to Accounts section .

Tentative list of documents which can be attached with the bill are given below.

- A report from CSMS server indicating the date wise No. of faults booked, No of faults attended with in 4 hrs, No. of faults attended after 4 hrs. with details.
- A report from CSMS server regarding No. of Broadband connections at the beginning of the month.

20. Any sum of money due and payable to the MA shall be appropriated by BSNL and the same may be set off against any claim of BSNL for payment of a sum of money arising out of this Agreement or under any other Agreement / contract made by the MA with BSNL.

21. The liability to insure the merchandise, if any, in the outlet(s) and in the possession of the MA will be of the MA and the liability for any loss or damage due to any fire, burglary, theft, etc. will be that of the MA.

22. The MA shall be fully responsible for the employment or payment of wages to its employees and shall fully comply with all laws, rules, regulations, notifications, directions orders etc. of the Govt. whether Central, State, Local or Municipal relating to such employment, payment of wages etc. and all others matter connected therewith and hereby indemnifies and agrees to continue indemnifying BSNL in this regard.

23. In the event of termination of this agreement consequent upon breach of any of the terms of this agreement by MA, or if MA fails to perform / execute the contract, MA shall be debarred by BSNL for a period of 3 years for all future dealings with BSNL.

24. Material costing, maximum up to Rs 10000/- only, can be given to MA. In no case it should exceed Rs 10000/-. In other words the MA should not have material for more than Rs. 10000/- with him at a time.

25. All other terms and conditions mentioned in the EOI document called for `Enlistment of Maintenance Agency for Broadband Maintenance Works_ by Pune telecom dist shall also become part of this agreement.

26. The bid security shall be forfeited:

- i. If MA withdraws his/her EOI during the period of EOI validity specified in the EOI document, or
- ii. If the MA makes any modifications in the terms and conditions of the EOI before acceptance of the EOI, which are not acceptable to the BSNL or
- iii. If the MA is found to have given false/incorrect certificate
- iv. In case of successful MA, if the MA fails to sign the agreement.

v. The delay in removing fault more than 2 days will not be accepted in any case. If out of total cases more than 2% faults are pending more than 2 days, & such case is reported by any field, BSNL reserves the right to terminate the agreement immediately and forfeit the Security Deposit.

27. EMD Forfeiture

In the event of failure of the Bidder to sign the Agreement within seven days of being called upon to do so or in the event of his/her failure to start the work as stipulated the amount of Earnest Money shall stand forfeited.

28. Special Conditions:

For service tax purpose registration with service tax department (Central Excise department) is required to be submitted along with EOI. In case firm is not registered with service tax department undertaking is to be given by such firms stating that the firm will deposit such certificate before submitting first bill. In the absence of such registration no payment will be made.

29. Annexure (s)

Annexure A

Commission Structure/charges, Penalty Clauses for maintenance work.

JOBS FOR MAINTENANCE AGENCY ALONG WITH COMMISSION STRUCTURE		
SN	Name of service	COMMISSION PER CONNECTION (in Rupees) MA
1	Opening and proper manning of call center for 24X7 basis, Maintenance activities of Broadband such as attending to PC configuration issues, modem configuration issues, demo, onsite and online help to BSNL broadband customers on terms and conditions mentioned in EOI documents.	Rs.25/- (inclusive of Service Tax) per connection per month. Connections at the beginning of month will be considered for billing purpose.

Penalty Clause :

- Penalty will be imposed for non-attendance of Broadband faults within stipulated time i.e. not more than 4 hours provided that, the problem does not pertain to BSNL Media or Network etc
- The details of penalty is given as below :
 - MA should rectify the faults after handing over on same day within 4 hours.
 - If complaint received after 18.00 hrs may be treated as complaint received on 09.00hrs of following day.
 - In case of delay for more than 4 hours in rectification then a penalty of Rs. 50/- upto 24 hours from the time of handover would be imposed. Later this penalty would be Rs. 500/- per day after 24 hours in case of non-rectification of broadband faults, which are not due to BSNL network or media.
 - The total penalty per exchange would be limited to 10% of applicable commission for that exchange in a particular month. If the amount of total penalty exceeds 10%, the agreement stands terminated with immediate effect.
 - The MA should clear 98 % faults within 24 hours and 2% within 48 hours.
 - The delay in removing fault more than 2 days will not be accepted in any case. If out of total cases more than 2% faults are pending more than 2 days.& such case is reported by any field, BSNL reserves the right to terminate the agreement immediately. A weekly report will be called from field SDEs/DEs to check the performance of MA.
- In case of persistent laxity in maintenance of the Broadband work, the Agreement with the particular Maintenance Agency may be terminated immediately with the effect of due notice which shall be binding to the Maintenance Agency

Annexure - B

List of Employees with Qualifications and Experience

S. No.	Name of Employee	Address	Qualification	Experience	Mobile No.

Seal and Signature

Annexure – C

Declaration regarding no relative working in BSNL

It is hereby certified that none of relative(s) of partner/proprietor is/are employed / working in BSNL. In case at any stage, it is found that the information given is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me._

Seal And signature

Signature of authorized person

Annexure - D

Forwarding letter for EOI

To
DE(I/P)
BSNL,Pune

Sub- for Maintenance of Broadband connections in Pune SSA

Dear Sir ,

With reference to your advertisement inviting Expression Of Interest (EOI) on the above subject.I/We hereby submit our EOI with duly completed Annexures giving the necessary details called for.

Thanking you.

Yours Sincerely,
(Name of the Authorized Signatory)

For & On behalf of

Seal of the Firm/Company/Organization

Enclosures-

Particulars of the Applicant seeking Maintenance Agency for Broadband

1. Name of the applicant/organization :
.....

2. Registered Awareness/Office Address
.....

Tel No.(S)
Fax
Email

3. Status of the applicant /organization (with Supporting Documents).Tick the relevant one.
a) Proprietorship
b) Partnership
c) Private Limited.
d) Public Limited.
e) Others

4. Date of inception of the firm/Organization.

5. LST/CST No.-

6. Service Tax Registration No.

7. PAN No./GIR No.

8. Name of the Directors along with percentage share (If Any)
.....
.....
.....

9. Name of the Executive Director /Proprietor (Who will manage the MA)
.....

10. Residential Address of the Executive Director /Proprietor
.....
.....
.....

11. Qualification of Executive Director /Proprietor
.....

12. Present Activity with Details
.....

13. Total Manpower on roll employed/engaged by the firm/Organization (Mandatory with full details)
.....
.....

14. Work Experience in Computer related field (Mandatory with full details)
.....
.....

Signature

15. Details of proposed site for Call center (layout & location of the site may be indicated in case the site is already in possession.

.

16. Time required to start the full fledged Franchisee operations from the date of signing of the agreement :

- a) One week.
- b) Two week

17. Acceptance for working in zone (priority wise)

<u>Zone</u>	<u>E.M.D. Details</u>
1.	
2.	
3.	
4.	
5.	
6.	
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(Note : One MA can be given maximum two zones)

Seal and
Signature of Applicant

Annexure - F

Declaration

I, _____ on behalf of
_____.having gone through the terms & conditions
of the Maintenance Agency agreement with BSNL ,agree to abide by the same in case the
Agency is awarded to me/our firm/company.

Name of the Signatory

For and on behalf of

Annexure G

FORMAT OF THE BANK GUARANTEE

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

Re: Bank Guarantee in respect of Agreement dated _____ between Bharat Sanchar Nigam Limited and M/s _____.

_____, (hereinafter called 'Maintenance Agency_'Main short) has entered into an agreement dated _____ (hereinafter referred to as 'the said agreement_') with M/s Bharat Sanchar Nigam Limited (BSNL in short) (A Government of India Enterprise), at Bharat sanchar Bhawan, Janpath road, Delhi - 110 001 (hereinafter referred to as 'BSNL_') whereby Pune BSNL, Maharashtra Telecom circle has agreed to appoint Maintenance Agency for Broadband works etc. on the terms and conditions exclusively mentioned therein.

It has been agreed between the parties that a Bank Guarantee for Rs. -----(In wards-----) shall be given by the Maintenance Agency in favour of the (SSA Name) BSNL, Maharashtra Circle for due and faithful performance of the terms and conditions of the said agreement.

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

1. We, _____ (hereinafter called :the Bank_) do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Maintenance Agency has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum of Rs. -----(In wards-----) or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it compel the Bank to pay the same.
2. Any such demand from the BSNL shall be conclusive as regards the liability of Maintenance Agency to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Maintenance Agency had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Maintenance Agency and BSNL regarding the claim.
3. We, the Bank further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect for the period of 30 months from the date of commencement of the agreement or the term of this guarantee whichever is later. But if the period of the said agreement is extended either pursuant to the provisions in the said Agreement or by mutual agreement between the Maintenance Agency and the BSNL, the Bank shall automatically renew the period of the Guarantee for such period which expires 6 (six) months after the renewed period of the said agreement failing which it shall pay to the BSNL the said sum of Rs. -----(In wards-----)without BSNL demanding the payment of the above sum.
4. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Maintenance Agency and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Maintenance Agency or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Maintenance Agency or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
5. The Bank further agrees that in case this Guarantee is required for a larger period and it is not extended by the Bank beyond the period specified above in Clause 3, the Bank shall pay to BSNL without BSNL having to demand the payment of the said sum of Rs. -----(In wards-----)on the last day on which the Bank Guarantee is due to expire.
6. Notwithstanding anything herein contained ;

Signature of authorized person

- (a) The liability of the Bank under this guarantee is restricted to Rs. -----(In wards-----) and it will remain in force for a period of 30 months i.e. up to _____.
- (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before _____.

7. The Bank guarantees under its constitutional power to give this guarantee and _____ and _____ who have signed it on behalf of the Bank have authority to do so.

(Authorised Signature of the Bank Official)

Power of Attorney Number :

(Complete address of Bank, Name of signing officer, telephone & Fax numbers)

Dated:

At

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CHECK LIST FOR EOIs

This check list is part of EOI document and should be submitted with EOI document. All documents are to be assigned S.No. and document serial no is to be shown in check list. One item particular may contain more than one documents and all must be assigned separate serial number. Please note that ALL DOCUMENTS MUST BE ATTESTED.

Write YES or NO. Do not put check mark or cross mark in Box provided below.

S.No.	Item particular	YES / NO	Documents S.NO.
01	Documents related to LAPTOP Bills/Invoice or copy of agreement on stamp of Rs. 100/- as mentioned in EOI documents- for 2 Nos (for one zone)		
02	Documents related to Vehicle Bills/Invoice/RC or copy of agreement on stamp of Rs. 100/- as mentioned in EOI documents - for 2 Nos (for one zone)		
03	Copy of Appointment letter as Existing franchises/ BB vendors/DID Franchises / DSA <u>copy of Registration in case of DID operator Pune.</u>		
04	Experience of broadband installation. Certificate by officer not below the rank of DGM, should be attached.		
05	Copy of PAN Card		
06	An attested copy of Shop Act License		
07	An attested copy of Power of Attorney if applicable		
08	An attested copy registration of the firm/ Company.		
09	An attested copy of Partnership Deed, if applicable		
10	An attested copy of Service Tax registration Certificate		
11	An attested copy of EPF Registration certificate.		
12	Infrastructure requirement for each zone – i) Certificate of 2 qualified persons ii) Staff details iii) Minimum 3 Telephone Numbers		

Signature of authorized person