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

MMP-II/CE/RSTG/CONS./WO/002/2024-25
 WO No.: BSNLCO-MMP/17(15)/1/2021-MMP

Dated 20.05.2024

To,
 The Boston Consulting Group (India) Pvt. Ltd.

Sub: Work Order (WO) for supply of Consultancy services for Organizational Transformation, in Strategic areas of BSNL to become a Leading Brand in Telecom Sector.

Ref:

- 1 RFP. No MM/RSTG/CONSULTANT/T-770/2023 dated 28.07.2023, pre-bid Clarifications/addendum no BSNLCO-MMT/14(11)/26/2023-MMT dated 12.09.2023 and 16.09.2023.
- 2 AWO No. MMP-II/CE/RSTG/CONSULTANT/AWO/001/2024-25 dated 30.04.2024.
- 3 Your AWO acceptance letter dated 14.05.2024
- 4 Amendment in AWO issued vide Letter No. BSNLCO-RSTG/12(11)/1/2023-RSTG Dated 15/5/2024

On behalf of CMD, BSNL Work Order (WO) is hereby placed on you for the supply of Consultancy services for Organizational Transformation in Strategic areas of BSNL to become a Leading Brand in Telecom Sector as per the terms & conditions of the RFP document under reference at a total cost of Rs 132.16 crores (inclusive of GST as applicable). The Work Order (WO) is issued after receipt of your formal acceptance of AWO under reference, along with Performance Bank Guarantee (PBG) no. 0480324FG0000788 dated 13.05.2024 from SBI for an amount of Rs., 3,96,48,000 (Rupees Three Crore Ninety Six Lakh Forty Eight Thousand only) valid up to 02.09.2027 and signed Consultancy Agreement & Non-Disclosure Agreement (NDA).

1.0 Period of Contract

Contract agreement will be valid for two years and ten months (34 months) from the date of issue of work order which can be extended further for one year or part thereof on the same rates and terms and conditions of tender.

2.0 Delivery Schedule.

The consultant shall start rendering service to BSNL from the date of issue of Purchase Order/Work Order till completion of GST compliances regarding filing of GST Returns for 2 years 10 months (34 months) contract period including the due date of compliances extended by Govt. of India/ States/UTs. The consultant shall strictly comply with the periodicity of filing of all kinds of GST returns prescribed under GST law by Govt. of India/ States/UTs.

3.0 Expectations from the Strategic Consultancy.

The engagement is for a period of about 34 months and you will not only frame the recommendations for improvement but also support BSNL in implementing the same so that the expected benefits can be realized. The key benefits expected from the engagement are:

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- a) Achieving the targets assigned by the government by strengthening the existing business segments, leveraging emerging technologies and cost reduction.
- b) Transformation of BSNL as a customer-centric service provider with transformed customer experience and a highly reliable brand.
- c) Significant improvement/transformation in BSNL's service delivery in line with industry benchmarks and best practices.
- d) Transformation of sales & marketing capabilities in line with industry benchmarks and best practices.

The solutions shall factor in BSNL's legacy issues as an erstwhile government department, its internal working as a PSU and the availability of resources in coming up with solutions that are implementable and may also review of organizational structure to meet above objectives.

4.0 Deliverables of the Consultancy.

The project is divided into two phases.

- a) **Phase 1** will focus on analyzing the gaps and strategy/solution development aimed at BSNL's revival and achievement of vertical wise revenue targets in Table 1 below.

Table 1 - Targeted Revenues for Revival (in crores)

		Year 1	Year 2	Year 3	Year 4
Financial Year	2023-24	2024-25	2025-26	2026-27	2027-28
Consumer Fixed Access (Landline, Broadband and FTTH services)	6120	7008	7825	8373	8959
Consumer Mobility (Mobile Services + Passive Infra)	8188	11150	14350	18141	19434
Enterprise Business Leased Circuits, MPLS, P2P Leased Lines, ILL	5700	6270	6300	7039	7567
Total Revenue from operations	20008	24428	28476	33553	35960
Operating expenses	9550	10323	11597	12380	12838
EBITDA	1839	4999	7266	11043	12110

- b) **Phase 2** will focus on implementation of solutions/recommendations given in Phase 1 in the territorial and core network circles of BSNL for achieving the targets in Table 1 above.

4.1 Phase 1 – Gap Analysis and Solution development.

Phase 1 is structured to be delivered in seven modules, outlined below.

4.1.1 QoS module.

BSNL lags other telecom operators on key network QoS parameters, for EB, CFA and CM. Improvement is required in Network Availability, BTS downtime, Call-drop rate (QSD), VLR %, CFA fault (per 100 subs/ month), **MTTR less than 4 hours**, and other QoS parameters such that leading industry standards are met. Therefore, you will:

- a) Study the QoS parameters of the existing network of eleven circles i.e., Kerala, Tamil Nadu, Karnataka, Punjab, Gujarat, UP West, UP East, West Bengal and Rajasthan & CNTX South/North circles.
- b) Compare them to leading industry standards.
- c) Develop a comprehensive plan to achieve the benchmarks/standards with a mix of in-house & outsourced strategy, detailed proposals for centralization of monitoring of all network elements, SLA based operations, sharing of links with other service providers, IoT-based solutions and other digital tools **taking into consideration the existing NOCs/NMSs in place or in the process of procurement as well as the roadmap for enhancing the capability.**
- d) Projection of resources, expenditure shall be indicated upfront in the Quick Win module and fast-track implementation plan shall also be provided. **Regular input maintenance cost for achieving the benchmarks to be spelt out, including criteria for SLA based maintenance of optical fiber cable.**
- e) Strategy/approach taking into consideration the existing network management systems in place that would enable BSNL to effectively manage its network infrastructure, optimize operational processes, and deliver superior services to its customers.
- f) Reduce operational & infrastructural expenses and assure Operation & Maintenance activities around Alarm Monitoring, Fault Management, Trouble Ticket Management and Support for Resolution which may include service Monitoring dashboards and Incident tracking and performance measurable indicators, Monitoring/ analysis metrics for NOC level and device level performance and transformation of processes for attending faults, fiber cuts and escalation matrix.
- g) Robust timelines for MTTR (Mean Time to Repair) with focus on Dense & Critical areas for timely resolution of network complaints may also be reviewed along with auto ticket generation and work-flow management. SLAs and KPI's for vendors for all processes with external vendor involvement
- h) Continuous Development on Root Cause of faults and maintenance of a knowledge base with appropriate solutions. Maintain and comply with standard SLAs and KPIs agreed with Managed Service Partners. Proactive End-User Performance Monitoring for appropriate utilization & bandwidth availability.

BSNL's share of Network O&M manpower is significantly higher than other leading telecom operators. Optimal deployment of manpower following centralization/consolidation of network management may also be recommended with due consideration to the fact that another mass VRS is not in the offing.

Note: The comprehensive approach, detailed methodology, resource allocation and the Digital Tools included in your bid submission will be part of your deliverables, an outline of which is enclosed at Annexure II (a)

4.1.2 Customer Centricity Module.

BSNL is determined to become a customer-centric organization with a loyal customer base and high levels of customer retention. You shall study the customer complaint resolution processes eight circles, Haryana, MP, Karnataka, Orissa, Kerala, Maharashtra, UP East circles and Kolkata Metro District and come up with a comprehensive proposal that shall include solutions for Digital Led customer Discovery, Acquisition and Retention, which may include:

- a) Implementation of digital tools, apps or platforms, taking into consideration the existing systems in place or in the process of procurement for customer discovery and acquisition.
- b) Re-engineering of operational processes related to customer Discovery, Acquisition and Retention.
- c) Partnership with payment partner and Logistics partner.
- d) Recommendations on how to use BSNL CSCs more efficiently in resolving customer grievance which may include using latest technology tools to monitor the BSNL CSC Vendor.

Note: The comprehensive approach, detailed methodology, resource allocation and the Digital Tools included in your bid submission will be part of your deliverables, an outline of which is enclosed at Annexure II (b)

4.1.3 Sales and Distribution module.

BSNL is investing considerable CAPEX in network infrastructure and indigenous 4G services. Therefore, the sales and marketing infrastructure has to be up scaled many times to capture new customers and increase market share. Emphasis on Digital Sales and Marketing techniques has to be at the top of the agenda as online platforms are being used to generate leads and also to promote products.

Therefore, you will study the sales and distribution network of six circles, i.e. Kerala, Maharashtra, UP East, Andhra Pradesh, Himachal Pradesh, Uttarakhand and develop a comprehensive sales and marketing strategy plus implementation plan that includes the products/packages, customer segments, channel, advertising & promotion. The solution may seek to:

- a) Assess BSNL's sales and marketing strategy including the products/packages, customer segments, channel, advertising & promotion strategy and approach. This will include benchmarking with the competition and best practices.
- b) Design and development of a new S&D policy with 25% reduction in total outgo on commissions and incentives.

- c) Assess BSNL's customer acquisition and retention performance.
- d) Review the current organisation, structure, processes & systems for identifying areas for improvements in sales & marketing.
- e) Based on the review, recommend changes required to the structure, processes and systems to enhance customer acquisition, management and retention performance for various customer segments. BSNL's approach with respect to enterprise segment business, managed services and other value added services and their marketing may be dealt separately and in detail.
- f) Design an integrated customer churn management program for fixed line, mobile and data services.
- g) Identify changes to support processes that may be required, i.e., Finance, Operations, HR etc.
- h) Identify required competencies and capabilities versus those available within BSNL and those that can be acquired, with associated cost-benefit
- i) Prepare an implementation plan and monitoring mechanisms for the above recommendations

Note: The comprehensive approach, detailed methodology, resource allocation and the Digital Tools included in your bid submission will be part of your deliverables, an outline of which is enclosed at Annexure II (c).

4.1.4 Cost Reduction.

BSNL would like to implement an immediate and long-term plan for reduction on the operating expenses (in Rs crores) projected in Table 2 below, by 5% annually, in line with industry best practices.

Table 2 – Projected Operating Expenses

		Year 1	Year 2	Year 3	Year 4
Financial Year	2023-24	2024-25	2025-26	2026-27	2027-28
Operating expenses	9550	10323	11597	12380	12838

You will be required to:

- a) Study the cost structure of four selected circles and come up with recommendations that benchmark BSNL costs to global and Indian companies, identify opportunities to reduce costs by 5% of the projected spend, for every year.
- b) Frame strategy for overall cost minimization and the implementation plan.
- c) The strategy may include proposals on leveraging digital tools and 'Shared service setup to enable greater economies of scale and decrease duplication of efforts.
- d) Suggest customer profile based solutions to customize collections process.

Note: The comprehensive approach, detailed methodology, resource allocation and the Digital Tools included in your bid submission will be part of your deliverables, an outline of which is enclosed at Annexure II (d).

4.1.5 Performance Management.

BSNL has implemented an online IPMS system in ERP. You shall understand the roles and responsibilities of the key functions/departments within BSNL, and their interdependencies and review the existing online IPMS system and suggest enhancements and features in line with industry best practices. Weekly performance of the individuals against targets assigned may be made available to individuals through mobile app.

Note: The comprehensive approach, detailed methodology, resource allocation and the Digital Tools included in your bid submission will be part of your deliverables, an outline of which is enclosed at Annexure II (e)

4.1.6 Leveraging Emerging Technologies/new areas of business/new revenue streams that may include solo or joint ventures with partners.

i) Developing a Cloud Business Strategy and On boarding the Partners thereof

You need to give a strategy on how BSNL can engage in the cloud business by leveraging infrastructure, expertise, customer base, and brand image. By integrating cloud services into our portfolio, we can unlock new revenue streams, enhance customer experience, and improve operational efficiency, positioning ourselves as comprehensive providers of telecom and cloud solutions.

The outcome/ net deliverable may be through partners who will offer the cloud services through BSNL sales and customer on boarding process through onsite / off-site offerings. You will also be responsible for the entire partner-engagement process and implementation of the solution.

The solutions will effectively provide for:

- a. Engaging in the cloud business by leveraging BSNL's existing infrastructure, expertise, and customer base, the integration of cloud services into BSNL offerings shall be designed to provide a range of benefits, including
 - increased revenue streams / asset leveraging
 - enhanced customer experience, and
 - improved operational efficiency (in house services moving to on-premises Cloud)
- b. Utilizing BSNL's extensive network infrastructure, existing data centers locations, and connectivity to build and deploy cloud services.
- c. Leveraging existing fiber optic networks, mobile towers, and data centers to establish a robust and reliable cloud infrastructure.
- d. Using this infrastructure to offer services such as Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS), and Software-as-a-Service (SaaS) to customers.
- e. Onboarding of SaaS partners or SaaS aggregator.
- f. Giving a emailing solution, cloud PBX and basic ERP / CRM along with internet leased lines.

- g. Offer managed cloud services, using BSNL's expertise in managing complex networks and providing connectivity services where the BSNL takes care of the day-to-day management and maintenance of cloud resources for businesses – allowing the customers to focus on their core competencies while relying on the BSNL's expertise in delivering secure and reliable cloud solutions.
- h. Plan for tapping into BSNL's existing customer base to promote and offer cloud services. We can bundle cloud offerings with their existing telecom services, providing customers with integrated solutions. This bundling approach not only increases customer loyalty but also creates cross-selling and upselling opportunities.
- i. BSNL shall differentiate itself in the cloud market by prioritizing data privacy and security. With the increasing concerns about data breaches and privacy regulations, BSNL can leverage its trusted brand image to assure customers that their data is secure and compliant.
- ii) **New Data Center Business in** partnership with large operators in the data center market to deliver data center services to the customers.
- iii) **Data Monetization in** partnership with third party vendors.
- iv) **5G Captive Networks.**
- v) **IoT based solutions.**
- vi) **Any other new technology/revenue stream.**
- vii) **Any other infrastructure sharing partnership.**

Note: The comprehensive approach, detailed methodology, resource allocation and the Digital Tools included in your bid submission will be part of your deliverables, an outline of which is enclosed at Annexure II (f).

4.1.7 Brand Strengthening and Growth:

You shall frame a strategy to strengthen BSNL's existing brand image in the telecom sector with a positive perception on the revival measures and strategic role as a market balancer. Also, to design solutions to grow the brand based on progress made in terms of service delivery to customers and stakeholders, by transparent and confidence building dissemination of information.

Note: The comprehensive approach, detailed methodology, resource allocation and the Digital Tools included in your bid submission will be part of your deliverables, an outline of which is enclosed at Annexure II (g).

4.2 Interim report.

4.2.1 Interim Report– Phase I (Quick-wins).

You will identify areas of quick improvements in the seven modules to be delivered and suggest a plan on which implementation can begin immediately, **e.g. Data Monetisation from the Leveraging New Technologies module or any area of business/revenue streams** in partnership with other providers. You in this module will give recommendations on how BSNL can reap significant improvements with limited modifications for early implementation as Quick-wins.

CAPEX requirements/procurement that may be integral to the solutions to be recommended in Phase I for all modules shall also be flagged in this module such that there are no time delays/constraints in the implementation phase.

4.2.2 Final Report – Phase 1

The seven modules shall be undertaken in a staggered manner in three stages from the date of Award of Work (AoW), as below:

Table 3 – Stages of Phase 1

	Stages	Modules	Commencement date	Delivery of Report
1	Stage 1	QoS, Customer Centricity, Sales and Distribution.	AoW	AoW+ 6 months
2	Stage 2	Leveraging new Technologies, Performance Management.	AoW+ 6 months	AoW+ 8 months
3	Stage 3	Cost Reduction, Brand strengthening.	AoW+ 8 months	AoW+ 10 months

The report delivery timelines (for Stage 1, 2 and 3 as detailed in Table above) and depicted by Figure 1(a), 1(b) and 1(c) below will remain firm and must be adhered to. Stage 1 and 2 will be followed by a preparation time period of 2-4 months in which you shall prepare a detailed implementation plan and get it approved by BSNL management. BSNL however reserves the right to extend the timelines.

Figure 1(a)

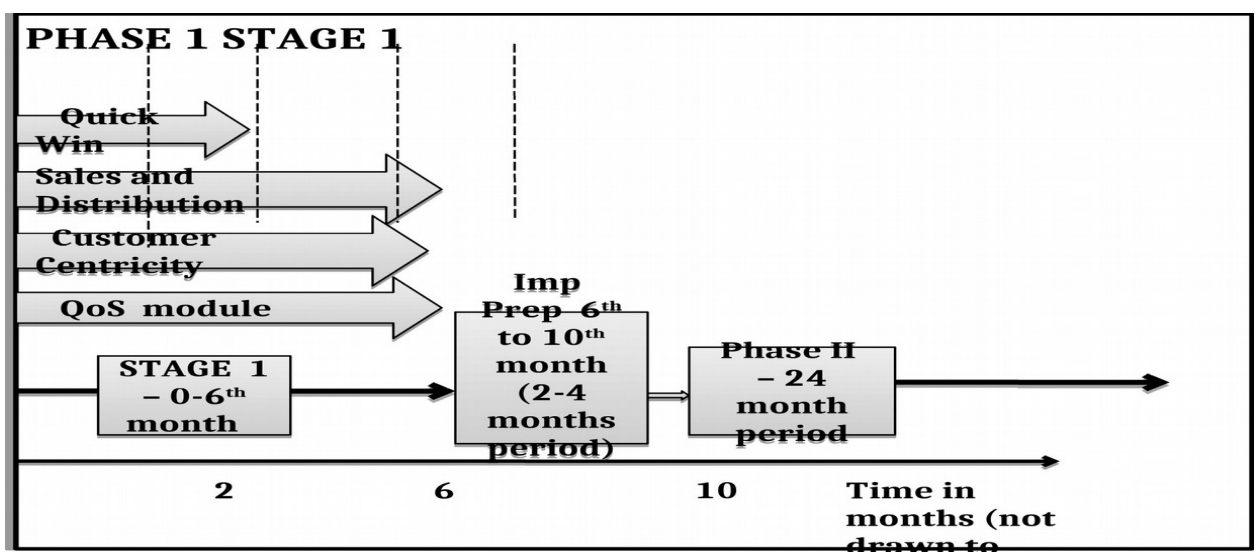


Figure 1(b)

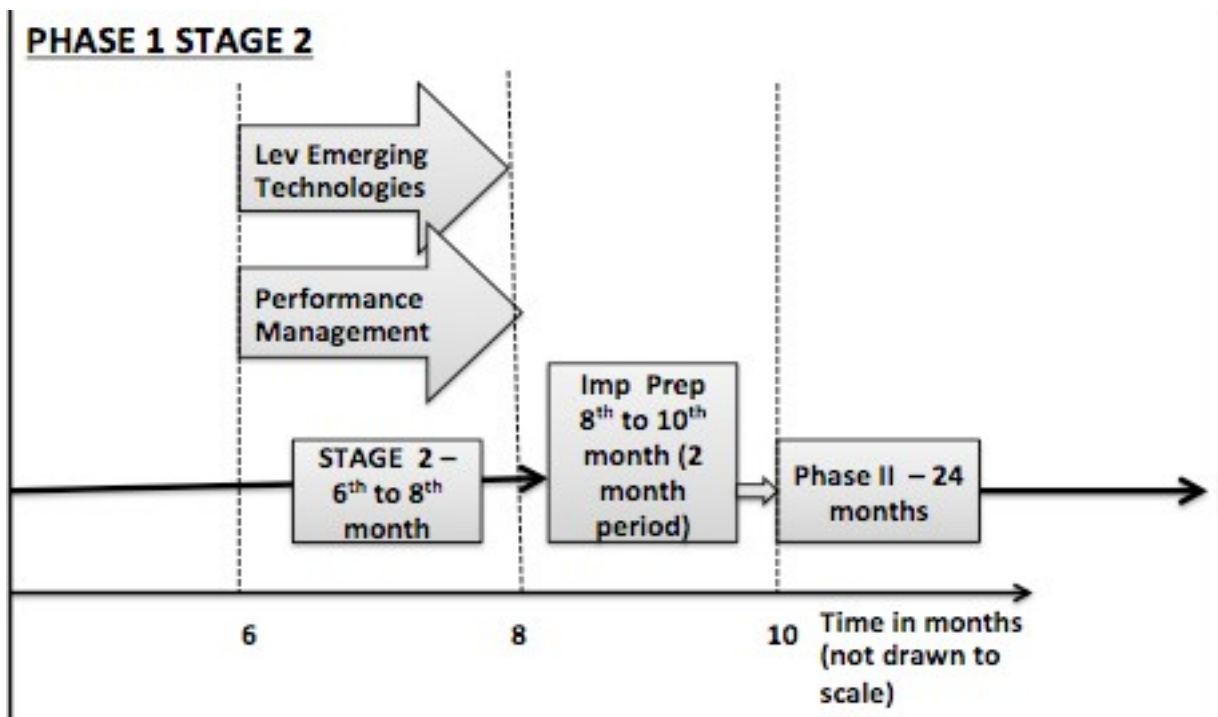
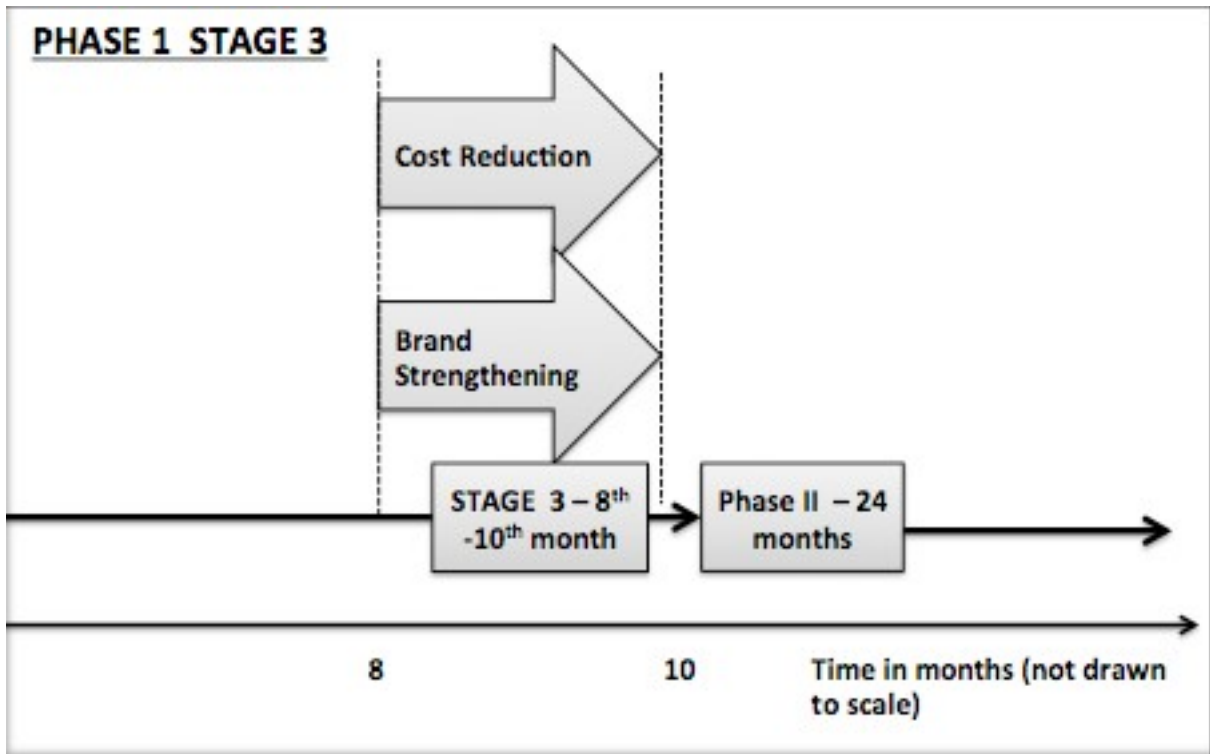


Figure 1(c)



4.3 Phase 2: Implementation Support in Territorial Circles.

In this phase you will support implementation of the recommendations made in Phase 1 and as per the implementation plan approved by BSNL management, for a period of 2 years.

BSNL may choose to implement the recommendations in a phased manner subject to availability of resources, primarily capital expenditure funds. **The objective of this phase will be to ensure that the overall direction set in Phase I is implemented in the ten selected circles in Year 1, following which it will be implemented countrywide in 33 circles, in Year 2.**

Year 1: You will support the implementation in **eight territorial circles** selected by BSNL and **two core network circles (total 8+2 = 10 circles)** to achieve the business projections, profit and loss and cash position targets and segment-wise projected incremental revenue targets of the respective circles, with focus on the **high revenue Business Areas (BAs)**. Provisionally, the ten circles may be assumed to be Kerala, Karnataka, Tamil Nadu, Maharashtra, Odisha, Haryana, Punjab, Rajasthan, Core Networks North and Core Networks South. However, BSNL reserves the right to change the list when giving the go-ahead for Phase II implementation.

Year 2: You will support the implementation in all **28 territorial circles and 5 core network circles (total 28+5 = 33 circles)** of BSNL to achieve the business projections, profit and loss and cash position targets and segment-wise projected incremental revenue targets given by the government to BSNL (As per Table 4 below).

Table 4 – Vertical-wise revenue targets

Targeted Revenues for Revival (in crores)		Year 1	Year 2	Year 3	Year 4
Financial Year	2023-24	2024-25	2025-26	2026-27	2027-28
Consumer Fixed Access (Landline, Broadband and FTTH services)	6120	7008	7825	8373	8959
Consumer Mobility (Mobile Services + Passive Infra)	8188	11150	14350	18141	19434
Enterprise Business Leased Circuits, MPLS, P2P Leased Lines, ILL	5700	6270	6300	7039	7567
Total Revenue from operations	20008	24428	28476	33553	35960
Operating expenses	9550	10323	11597	12380	12838
EBITDA	1839	4999	7266	11043	12110

Note: The comprehensive approach, detailed methodology, resource allocation included in your bid submission for Phase 2 implementation will be part of your deliverables, an outline of which is enclosed at Annexure IV.

Performance Incentive (PI): You will be eligible for Performance Incentive from Year 2 onwards as per Table 5 below, to be paid on an annual basis, as and when applicable. The instances qualifying for incentives will be mutually exclusive, i.e. achievement of either parameter (revenue or EBITDA) in excess of target will qualify for corresponding incentive.

Table 5 – Performance Incentive

Financial Year	2025-26		2026-27		2027-28	
	Year 2		Year 3		Year 4	
	Target (cr)	PI as % of (Positive Achievement -Target)	Target (cr)	PI as % of (Positive Achievement -Target)	Target (cr)	PI as % of (Positive Achievement -Target)
Total Revenue from operations	28476	0.05%	33553	0.10%	35960	0.10%
EBITDA	7266	0.10%	11043	0.20%	12110	0.20%

You will be responsible for supporting the BSNL teams in implementation in Phase 2 and also support as well as drive the overall Program Management of the initiatives identified in Phase 1. Phase 2 will be undertaken as below:

- a. Initiate implementation in respective circles.
- b. Setting up BSNL teams and support detailing out the implementation plans.
- c. Support in detailing of implementation plans of various modules wherever required
- d. Identifying and providing appropriate inputs for addressing implementation challenges
- e. Bi-weekly review with the BSNL teams and course-correction to achieve the desired objectives.
- f. You will work out systems to measure outcomes on implementation recommendations of various Modules of Phase I e.g. how the strategy/vision implementation is progressing, how new capabilities and changes are getting on.

4.4 Implementation Preparation Period.

A preparatory period of 2 months, extendable to 4 months as decided by BSNL management, shall lie/act as a buffer between stage 1 of Phase 1 and Phase 2 in order to provision for the CAPEX requirement/procurement projected in Quick Win module as well as to finalize the detailed project implementation plan for Phase 2.

5.0 Special Conditions (As per Amended Section IV Part-C of RFP).

- 1. The entire Consultancy Project (Phase 1 and Phase 2) shall be headed by a Project Director.**

2. **There shall be a Project Manager for each of the seven modules to be delivered in Phase 1.** The project managers shall be exclusive with 100% resource commitment for Phase 1 - **in terms of ownership of the module activities, day-to-day involvement and guidance to the team members and presence in all meetings with BSNL management/senior officers.** Deployment of project managers/teams may be different from Phase 1 and shall depend on the proposed implementation plan and approach. However, continuity of the resources across phases is considered to be a desirable feature.
3. It is mandatory that the resource proposed for the Project Director and Project Managers position should not be changed until successful delivery/implementation of the phase, unless otherwise approved/required by BSNL. Continuity of resources across phases, however, is considered to be a desirable feature.
4. You shall set up a Project Management Office at BSNL Corporate Office, New Delhi and all the team members shall be based in New Delhi for the consultancy. However, for the study required for the various modules as informed to BSNL, the team shall travel to the project sites across India. The Project Director will be required to update the BSNL management on the status of the project on a weekly basis in Corporate Office, New Delhi.
5. Formal approval of BSNL should be taken prior to on boarding any of the Management consultant firm team member.
6. Deployment of Team: Within (10) working days from the date of issue of work order.
7. This contract term is for 34 months and may be extendable up to 46 months on the same terms & conditions of the RFP without any increase in the rates quoted by the bidder.
8. Price quoted shall be valid for a period of 3 years from the date of signing of contract.
9. BSNL reserves the right to close the project at an early stage by giving a notice of two months to the Management consultant firm.

10. Minimum Qualification Requirements

(A) Project Director

- i) Minimum 15 years of experience in delivering large-scale end-to-end projects, 5 years as a Senior Partner with a consulting firm and 8 years in the Telecom/ICT domain. In case, the designation differs from Senior Partner, then the consultant may justify the equivalence and seniority.
- ii) The resource should have executed minimum of three transformational projects in Telecom/ICT domain, out of which two projects should be for a telecom operator with average annual turnover of Rs. 6000 crore during last 6 years.

(B) Project Manager, QoS Module.

- i) 10 + years of experience in Telecom / ICT domain with 5 years as a Partner of a consulting firm.
- ii) The resource should have executed minimum of two telecom wireless/wireline

network transformational projects, out of which at least one should be related to the implementation of a centralized NOC/UNMS solution for a telecom operator with average annual turnover of Rs. 6000 crores during last 6 years.

(C) Project Manager, Customer Centricity Module.

- i) 10 + years of experience in Telecom / ICT domain with 5 years as a Partner of a consulting firm.
- ii) The resource should have executed two customer services transformation projects, out of which one should be related to the implementation Customer Services Platform Development for a telecom operator with average annual turnover of Rs. 6000 crore during last 6 years

(D) Project Manager, S&D Module.

- i) 10 + years of experience in Telecom / ICT domain with 5 years as a Partner of a consulting firm.
- ii) The resource should have executed two sales, distribution and marketing projects, out of which one should be related to the implementation of digital transformation of the entire sales and distribution network for a telecom operator with average annual turnover of Rs. 6000 crores during last 6 years.

(E) Project Manager, Cost Reduction Module.

- i) 8 + years of experience in Telecom / ICT domain 3 years as a Partner of a consulting firm.
- ii) The resource should have executed two cost reduction/optimization projects, out of which one should be related to the implementation of cost reduction/optimization for a telecom service provider with average annual turnover of Rs. 6000 crores during last 6 years.

(F) Project Manager, Performance Management Module.

- i) 8 + years of experience in Telecom / ICT domain with 3 years as a Partner of a consulting firm.
- ii) The resource should have executed two performance management projects, out of which one should be related to the implementation of performance management for a Telecom Service Provider with average annual turnover of Rs. 6000 crores during last 6 years.

(G) Project Manager, Leveraging new Technologies Module.

- i) 10 + years of experience in Telecom / ICT domain with 5 years as a Partner of a consulting firm.
- ii) The resource should have executed two Leveraging New Technologies projects,

out of which one should be related to the implementation of Data monetisation, IoT solutions, Data Centre implementation or 5G captive networks for a Telecom Service Provider with average annual turnover of Rs. 6000 crores during last 6 years.

(H) Project Manager, Brand strengthening Module.

- i) 8+ years of experience with 3 years as a Partner.
- ii) The resource should have executed brand-strengthening projects, out of which one should be related to the implementation of brand strengthening and growth in Telecom/ICT/Other sector competitive environment.

6.0 Timeframe for the Project (As per Section-V of RFP).

Expected timelines shall be as follows and will be measured from the date of Award of Work (AoW).

Table 6 – Award of Work

Phase of implementation	Work module	Commencement date	Delivery of Report
PHASE I - STAGE 1	1) QoS Module.	0 months from AoW	6 months from AoW
	2) Customer Centricity Module	0 months from AoW	6 months from AoW
	3) Sales and distribution Strategy Module	0 months from AoW	6 months from AoW
PHASE I - STAGE 2	4) Performance Management Module	6 months from AoW	8 months from AoW
	5) Leveraging new Technologies	6 months from AoW	8 months from AoW
PHASE I - STAGE 3	6) Cost Reduction Module	8 months from AoW	10 months from AoW
	7) Brand Strengthening	8 months from AoW	10 months from AoW
	8) Interim Report- Quick Improvement/Maximum impact and Flagging of CAPEX/Procurement that will be required for implementation in Phase 2.	2 months from AoW	

Implementati on Planning and Preparation Period.		2 months extendable to 4 months after Stage 1 to cater for procurement of CAPEX items required for implementation and projected in Quick- Win Module.	
PHASE II	Implementation of Phase- 1 recommendations	24 Months from the day go ahead is given by BSNL on Phase-1 final report implementation.	

6.1 Delivery of Report

The reports interim as well as final should be submitted as under:

- a) Ten hard copies of interim and final reports.
- b) Soft copy of the draft reports.

6.2 Prices/ Ordering value.

The WO is being placed at firm prices as per detail price schedule given at **Annexure-I**. The price shall further be governed in accordance with clauses of the RFP. The payment milestones shall be as per clause_9.1 of Section-V of RFP and are summarized at **para 9.0** below.

6.3 Payment terms.

Payment to the Consultant shall be released as per the following.

- i) You will raise quarterly invoice as per the payment schedule. Quarterly invoice shall have the following attachments:
 - a) Hard Copy of the signed monthly progress report for each month of the quarter.
 - b) Detail of Resources deployed.
 - c) Self-certification as to the compliance of laws relating to statutory contributions such as PF, Gratuity, LWF & ESI whatever applicable.
- ii) In case the situation demands where the resource needs to be replaced, you shall provide a suitable candidate with matching / near to matching skills to BSNL.
- iii) Two copies of invoice shall be provided with:
 - Account details for payment through RTGS/NEFT, i.e., Name of Bank, Name of Branch, IFSC Details, Account No. etc. if applicable.
 - TDS under IT Act and GST Act shall be deducted as per statutory laws applicable in India at applicable rate before making payment.
- (iv) You will submit a mandate for receiving payment of Rs. 5 lakh and above electronically.

Charges, if any, levied by the bank for electronic fund transfer shall be borne by the consultant.

(v) Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST

Compliances.

(vi) If you fails to furnish necessary supporting documents i.e., GST invoice and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such duties/taxes will be deducted from the payment due to the bidder.

(vii) Tax amount will be paid to you only after you declares the details of the invoices in its return in GSTR-1 and paid to Government by filling GSTR-3B by you and the same is reflected in GSTR-2A of BSNL on GSTN portal.

(viii) TDS/TCS under both Direct Tax Law and GST Law shall be deducted at the prescribed rate, if any. In case of any dispute on the payment is not settled due to any act of the bidder and input credit on the said invoice is lost by BSNL, the same shall be recovered from you. Credit Note as per GST law to be issued by the consultant to BSNL for any excess charging of taxable value or tax charged or in case the goods or services

7.0 ARBITRATION

As per **Annexure III**.

8.0 JURISDICTION OF COURTS.

The courts in Delhi shall have exclusive jurisdiction under this tender / contract.

9.0 Payment Milestones

Payment for Phase 1 and Phase 2 will be made against fixed milestones as follows:

Table 7 – Payment Milestones

Sl. No.	Milestone	Percentage Payment (% of Phase I price P1 or 40% of ETP which ever is lower)
Phase 1		
1.	On Award of Work (AoW)	5%
2.	Submission of Interim Report- Quick win module	15%
3.	Submission of QOS module	15%
4.	Submission of Customer Centricity module.	12.5%
5.	Submission of Sales and Marketing module	10%
6.	Submission of Cost Reduction module	7.5%
7.	Submission of Performance Management	7.5%

	module	
8.	Submission of Leveraging New Technologies module	10%
9.	Submission of Brand Strengthening module	7.5%
10.	Submission of clarifications on queries raised on above report in the form of a consolidated addendum to Phase-I reports within one month of submission of all reports	10%
Phase 2 (Year 1 and Year 2 extendable to Year 3)		
P2 - Quoted Price for Year 1		
P3 – Quoted Price for Year 2.		
1.	Fixed rate payable on quarterly basis +PI	25% of P2 at the end of each quarter in Year 1 +Performance Incentive to be paid annually + Residual amount of P1, if any, to be paid 8 quarterly installments across Year 1 and 2.
2.	Fixed rate payable on quarterly basis +PI	25% of P3 at the end of each quarter in Year 2 +Performance Incentive to be paid annually + Residual quarterly installments of P1.

All the payments released before submission of final bill shall be considered as advance.

10.0 Delay Clause.

Time is the essence of the contract.

- 10.1 Submission of reports as per schedule stipulated must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, execution is delayed and the reports made over after the expiry of the contracted delivery period, without prior concurrence of BSNL and be accepted by the consignee, such execution will not deprive BSNL of his right to recover liquidated damage under clause 10.2 below.
- 10.2 Should the consultant fail to deliver the consultancy services and reports thereof satisfactorily within the period prescribed, without prejudice to its rights and other remedies available to it, shall be entitled to recover, as agreed, liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of delayed services and / or undeliverable services for each week of delay or part thereof upto a maximum of 5% of the contract value). Quantum of liquidated damages assessed and levied by BSNL and decision of BSNL thereon shall be final and binding on the consultant provided further that the same shall not be challenged by the consultant either before arbitration tribunal or before the court.

11.0 Warranty.

Warranty, helpdesk and full support services shall be provided for any tool supplied as part of the solution, for a period of 1 year from the date of pan-India commissioning as per escalation procedure submitted as part of the bid.

12.0 Deleted

13.0 Paying Authority, Project Coordinator, Consignee shall be as below:

Consignee: DGM (Restructuring), BSNL CO, New Delhi.

Paying Authority: AO (Cash), BSNL CO, New Delhi.

Project Coordinator: DGM (Restructuring), BSNL CO, New Delhi.

This is issued with the approval of competent authority.

Enclosures:

S.No	Document Detail	Annexure
1	Price Schedule	I
2	BCG Deliverables	II(a) to II(g)
3	Arbitration Clause	III
4	Phase-II plan	IV


AGM MMP-II
BSNL CO

Copy to:

- 1 Director (HR), BSNL Corporate Office.
2. PGM (Restructuring), BSNL Corporate Office, New Delhi.
3. PGM (CBB), BSNL CO for allocation of budget.