



**Notice inviting Bids from Recovery Agencies.**

No. w-571/TNDR/Kuber/09-10/1 Dated at GLB.....the ...25/07/2009

Sealed Bids are invited from the **Experienced Recovery agencies for Realization of outstanding Telephone / Mobile Bills in Gulbarga SSA.**

**1. Name & Scope of service:**

<b>Name &amp; Scope</b>	<b>No of Bills O/S Amount</b>	<b>Date &amp; Time of submission</b>	<b>Date &amp; Time of Opening of Bids</b>
Sealed Bid for Realization of Outstanding Telephone/Mobile Bills. <b>Scope of service is given in Para 1.</b>	As per Annexure 'B' & 'C'	<b>10/08 /2009 Up to 15:00 hrs</b>	<b>10/08 /2009 At 15:30 hrs</b>

**2. Eligibility/Profile:** The Recovery Agency shall provide profile showing the experience as prescribed in **ANNEXURE- 'A'**.

**3. Conditions of the Scheme:** Terms & Conditions are given in Para 2.

**4. Cost of the Tender Document:** Rs. 500 + Applicable Tax. (Rs 563.00/-)

**5. Submission of Bids:** The AGENCY shall submit the Bid along with Price/Rate Bid for Recovery of outstanding Telephone Bills and Mobile Bills in the Format prescribed in the **ANNEXURE 'B' & ANNEXURE 'C'** respectively. The Bid shall be accompanied with EMD of Rs. 10000/- (Rs Ten thousand Only) by Cash/DD drawn in favor of A.O. Cash BSNL,O/o GMTD Gulbarga. Bid without EMD shall be summarily rejected.

Bid should be submitted in strong wax /PVC tape sealed envelope. The Envelope should be superscribed at the top as "**Limited tender for realization of BSNL outstanding dues.**" Bid not sealed/not sealed properly will be rejected. Bid should be addressed to Shri M.K. Vagger A.G.M. (Plg) O/o GMTD Gulbarga. Sealed bid is to be dropped in the tender box kept at the chamber of the A.G.M. (Plg) O/o GMTD BSNL Gulbarga on or before **15.00 hrs of 10-8-2009**

**6. Opening of Bids:** Bids will be opened at the same premises mentioned above in the presence of the bidders or their authorized representatives who choose to attend.

**GMTD,BSNL Gulbarga reserves he right to accept the whole bid or part thereof or to reject any Bid or to annul the bidding process at any time prior to award of contract without assigning any reason whatsoever.**

## **1. SCOPE OF SERVICE:**

**1.1** From time to time, AO TR /AO OPC/AO (CMTS) **BSNL Gulbarga** shall deliver to **RECOVERY AGENCY** a list ( **soft copy**) of the Customers and their outstanding bills, along with covering letter, which **BSNL Gulbarga** considers relevant in respect of RECOVERY from customers, **BSNL Gulbarga** requires **RECOVERY AGENCY** to recover the respective Due amount.

**1.2** Upon receipt of the list and after having verified the authenticity of the Officer signing the covering letter, **RECOVERY AGENCY** shall contact the said customers with a view to arrange for recovery of the Due amount.

**1.3** BSNL shall arrange for the duplicate copy of the bills as requested by the customers through the representative of the **RECOVERY AGENCY**.

**1.4** While discharging its obligations hereunder, **RECOVERY AGENCY** will at all times, act in a manner which is both legal and ethical and shall not do or attempt to do anything which would be illegal or prejudice the reputation of **BSNL Gulbarga** or make **BSNL Gulbarga** liable in any manner whatsoever.

**1.5.** That in all dealings with customers and third parties, **RECOVERY AGENCY** will follow TRAI guidelines to Telecom Service Providers regarding RECOVERY of dues by Recovery agencies engaged by them.

**1.6.** That all cheques / demand draft payments collected by **RECOVERY AGENCY** shall only be drawn in favour of A.O. Cash O/o GMTD **BSNL Gulbarga**.

**1.7.**That all Cheques / Demand draft collected by RECOVERY AGENCY shall be handed over to the Accounts Officer(Cash), **BSNL,Gulbarga**, within 24 hours of recovery from the customer, along with a consolidated statement in the format prescribed by **BSNL**.

## **2. Terms and conditions of the Scheme:**

**2.1 Eligibility:** The following individuals/ institutions having significant experience in the recovery of outstanding amount in Telecom and Banking Sectors shall be eligible for appointment as Private Recovery Agencies for realization of BSNL's outstanding dues.

a) Debt Recovery Agent/Agency of other Telecom Service providers

b) Debt Recovery Agent/Agency of reputed Public Sector Banks/ Financial Institutions.

### **2.2 Selection:**

**2.2.1 Period:** The selection of a Private Recovery Agency, will be for a maximum period of one year, as per the terms and conditions that follow.

**2.2.2 Selection** Recovery agencies shall be selected based on their profiles & personal interviews on the following parameters:

- I. Experience of working with other telecom operators
- II. Manpower
- III. Financial strength
- IV. Ability to scale up manpower and infrastructure for BSNL requirements.
- V. Geographic area where they have strong presence.
- VI. Interest in working with BSNL
- VII. The Bidder should submit necessary documentary proof for the verification of above parameters.

### **2.3. Eligibility:**

**2.3.1** Eligibility of the Recovery Agency shall be based on the above parameters.

### **2.4.1 Bidding Activity:**

The Bid shall be accompanied by the following documents,

- a) Price / Rate bid as prescribed at **ANNEXURE 'B' for land line** and **ANNEXURE 'C' for mobile connections**.
- b) Profile of Recovery agent / Agency as per the **Annexure 'A'**
- c) Documentary proof showing the experience in carrying out similar work for other telecom service providers / public sector Banks / Financial institutions.
- d) Certificate for not having any relatives working in BSNL. as in **Appendix**.
- e) Copy of latest income tax clearance certificate /PAN card.
- f) EMD as prescribed in clause no **5**.
- g) Bid document duly signed on all the pages

The bids are submitted without the above documents are liable for rejection.

**2.4.2** The **upper cap** for commission payable shall be 30% within which the bidder may offer the rate of commission to be charged by him, for realisation of over three months up to two year old outstanding dues with value between Rs. 1000/- to Rs.20,000/-, against closed connections of Private customers of Basic telephones, WLL, Telex, Private wires/Circuits and CMTS postpaid.

**2.4.3.** The allocation of portfolios :

- a) The out standing amount is divided in to 9 portfolios for land line and 3 portfolios for mobile.
- b) The bidder should quote the rate for any or all portfolios.
- c) In the normal course of action no agent / agency will get consecutive time bucket.

**2.4.4** Evaluation of bids :

- a) Evaluation of bids will be done on the basis of lowest rates quoted and satisfied the eligibility conditions as per clause 2.3.
- b) The rates should be quoted in both figures and words. If there is any difference between figures and words ,the only rates quoted in words will be considered for evaluation.

**2.4.5** The GMTD Gulbarga reserves the right to reject the lowest offer without assigning any reasons.

2.5 Recovery Agency shall be entitled for **additional incentives** for achieving specific targets as follows:

<b>Recovery of outstanding made by the Agent/Agency (as % of portfolio allocated)</b>	<b>Additional incentives</b>
Upto 20%	Nil
> 20% upto 30%	3%
> 30% upto 40%	5%
More than 40%	7%

2.5.1 The Recovery Agency shall be eligible for the additional incentive at the prescribed rate, only if the recovery of outstanding dues is made within a period of one month (30 days) from the date of receiving the list of outstanding against the allotted portfolio.

2.5.2 This scheme shall be **measured on a monthly basis**, taking into account the allotted portfolio and the amount collected in that month.

2.6 An Agent's/Agency's performance will be considered non-satisfactory if their percentage of collection is less than 30% of percentage collection by other Agent's/Agency's performing best in that age bucket. i.e., if the top performing Agent/Agency collects 50% of outstanding in the time duration, any Agent/Agency with collection below 15% of outstanding will be considered having non-satisfactory performance. This Agent/Agency will be given a warning in writing and asked to improve performance. If performance is not improved within a month, BSNL can replace such collection Agent/Agency after serving a notice for termination of contract.

2.7 Every month, there will be new outstanding cases generated that exceed more than 3 months in age. Such cases should also be passed onto Agent/Agency that has been allocated the 3-6 month bucket.

- In effect Agent/Agency working on the **B1 bucket** (3-6 months) will get more accounts added every month. This should be done for three (3) months at a stretch. To elaborate it further, the accounts in this bucket will at the end of three months become 3 to 9 months old. Out of these the accounts that are more than six months old should be allocated again as per the original process i.e., such accounts more than six month old will be moved to 6-12 months bucket at the end of every quarter.
- Similar change in the **B 2 bucket** ( 6-12 months) will happen at the end of every three months, where the accounts will become 9 to 15 months old and out of these, more than twelve months old cases shall be moved to Bucket 3, i.e., over one year (twelve months) old outstanding cases.

## **2.8 Earnest money deposit (EMD) :**

**2.8.1.** The Bid shall be accompanied with **Earnest money deposit (EMD)** either in cash or Demand Draft equivalent to Rs. **10,000/-** (Rs. Ten Thousand only).

**2.8.2.** Refund of EMD: EMD of the un successful bidders will be refunded after finalization of the tender. EMD while in custody of BSNL does not carry any interest.

**2.8.3.** Forfeiture of EMD : EMD amount of the successful bidder will be forfeited in the following cases.

a) Successful bidder fails to sign the contract agreement with in the stipulated period from the provisional award.

b) If after acceptance of the tender against agency fail to carry out the job in accordance with the terms and conditions of the tender.

c) If agent/agency withdraws from the tender during the currency of the tender.

d) If agent /agency fails to remit the security deposit within the due date.

**2.9 Evaluation of Performance:** All appointed Recovery Agencies shall be evaluated every month by a Committee appointed by BSNL. In case Recovery Agency is not performing satisfactorily, the Committee shall remove such Recovery Agency. The portfolio of accounts that had been allotted to the said Recovery Agency shall either be offered to the second lowest bidder for that portfolio at lowest rates (i.e., L1 approved rates) or a new Recovery Agency shall be appointed.

**2.10** The Recovery Agency shall be issued an appropriate Identity Card and also an Authorization letter by BSNL. The Recovery Agency should display the Identity Card before entering any (ex-) customer's premises. The Authorization Letter should mention prominently that the Recovery Agency is authorized to collect the outstanding dues of BSNL **only by cheque and not in cash.** If customer insists for cash payment, it may be made at BSNL counter only.

**2.11 Termination :**The Recovery Agency, or BSNL, may terminate the contract by giving one week's notice in writing to each other.

**2.12** The Recovery Agency shall act immediately after the work is awarded to him/it and try to recover the allotted outstanding Telephone bills/Mobile bills, realised from the very first month of the contract.

**2.13** The Recovery Agency shall be authorized to collect payment through an **Account Payee crossed cheque or DD only** drawn in favor of " A.O.Cash O/o GMTD BSNL Gulbarga. Payment shall not in any case be collected by the Recovery Agency in cash.

**2.14** Recovery agency shall issue a Receipt in the prescribed format as shown below to the customer as a token of the receipt of payment. Receipts shall be printed by Agency /Agent at their cost.

**FORMAT.**

No:	Dated:
Received with thanks from Shri/Smt/M/S ----- holder of closed telephone/mobile number -----the cheque / Demand Draft No ----- dtd-----,for Rs (Rupees ----- ----- only)	
On account of payment of outstanding dues of BSNL.	
The formal receipt will be issued by BSNL in due course.	
Signature and Name of Agent/Agency	

**2.15 Daily collection report :**The Recovery Agency shall provide a **daily collection report** to the **A.O. Cash O/o GMTD Gulbarga,** by email in soft copy. This should include the details like Telephone Number, Subscriber's name and address, amount of bill (s) collected, Date of bill (s), Cheque/DD No. & date and amount of Cheque.

**2.16 Deposit of Collection:** Besides supplying the collection details in soft copy, the Recovery Agency will deposit the payment/s collected by them through cheques/ DDs with AO (Cash) on daily basis, under a covering list (Out standing Telephone Revenue Collection list) containing the details like Telephone Number, Subscriber's name and address, amount of bill (s) collected, Date of bill (s), Cheque/DD No. & date and amount of Cheque..

**2.17** Outstation cheques/ DDs may also be accepted, and their clearing expenses shall be borne by BSNL.

**2.18** During the course of interaction with the customers, the Recovery Agency may come across cases where the customers have already paid the bills and TR AO records show them as "outstanding". In such cases the Recovery Agency will politely request the customers to provide suitable evidence of payment. The Recovery Agency shall furnish the details of such cases to the concerned AO (TR)/AO (CMTS) separately, indicating the Telephone /MobileNo., Customer's name & address, Date & amount of bill, Particulars of payment (office, date and amount paid). No separate commission will be admissible to the Recovery Agency on this account.

**2.19** BSNL will provide the Recovery Agencies on a daily basis a **list of customers that have paid the outstanding dues** to BSNL at the CSCs or with AO (Cash). This is to ensure that customers who directly make payments at the CSCs or with AO (Cash) are not contacted by the Recovery Agencies again after receipt of payment of outstanding dues. The Recovery Agency to whom such accounts were allocated will, however, receive due commission for such payments also.

**2.20** The Recovery Agency shall provide a detailed **feedback on the status** for all accounts that are passed onto the Recovery Agency for effecting recovery of outstanding dues, to BSNL on weekly basis.

### **3. Payment of commission to the Recovery Agencies:**

**3.1** Recovery Agency shall prefer the **claim for the commission due**, on the basis of approved rates to the Accounts Officer (OPC)/Accounts Officer (CMTS)BSNL, Gulbarga. on monthly basis. The payment of the commission due will however, be worked out on actual collection made (after realization of cheques/DD) and released within 25 days. The payment shall be subject to deduction of income tax at source, as applicable. (3.1)

### **4. Security Deposit:**

**4.1 Amount:** The Agent/Agency shall be liable to deposit an amount of **Rs.20,000/-** (Rupees Twenty Thousand only) as non-interest bearing Security Deposit for proper fulfillment of the Contract either in cash or in the form of Bank Guarantee/NSC pledged to A.O. (Cash) O/o GMTD, BSNL Gulbarga. The Bank guarantee should be valid for a period of three months beyond the period of contract and may be extended if required.

**4.2 Payment :**The amount of Security Deposit shall be deposited before the contract is entered into

**4.3 Refund :** The Security Deposit recovered under 4.1 above shall ordinarily be refunded within three months after the expiry or termination of the contract.

**4.4.** Failure to pay the security deposit with in the specified time, will entail the forfeiture of EMD and also rejection of tender.

**4.5. Agreement :** The successful agent/agency will be required to execute an agreement in non judicial stamp paper of Rs 100 /- to abide by the terms and conditions stipulated in this tender from within the time frame stipulated by the GMTD BSNL Gulbarga before award of the work.

## **5. General conditions including code of conduct:**

**5.1** The Recovery agency shall be held personally responsible for any damage caused to the customer while pursuing the recovery of dues. BSNL shall not be a party to such disputes.

**5.2** The Security **Deposit shall be forfeited and contract cancelled** for any act of high handedness of the Recovery Agency towards the customer which brings bad name to BSNL and also for violation of any terms and conditions of the contract.

**5.3** All appointed agencies shall perform their duties as per **TRAI guidelines** and the guidelines of BSNL.

**5.4** Any serious complaint against any Recovery Agent/Agency that is substantiated, shall result in immediate cancellation of the contract, including forfeiture of the security deposit and black listing of Agent/Agency for future business with BSNL.

**5.5** BSNL shall be free to take any action (including legal recourse) as deemed fit against the Agent/Agency for its failure to follow the terms and conditions of the contract.



**Annexure - 'A'**  
**Profile of Recovery Agent/ Agency**

1. **Name of the Agency**.....

2. **a)Address:**  
.....

**b) Contact Mobile No:**-----

**3. Experience of collection of dues:**

(i) Of Telecom Companies:

Name of Telecom Company	Period for which worked		Amount of Allocation	Amount actually collected	%age of collections to amount handed over for collections
	From	To			
1.					
2.					
3.					

(ii) Of Public Sector Banks/Financial institutions:

Name of Bank/ Financial Institution	Period for which worked		Amount of Allocation	Amount actually collected	%age of collections to amount handed over for collections
	From	To			
1.					
2.					
3.					

**4. Manpower engaged for Telecom Companies:**

Back Office:.....

Field:.....

**5. Arrangement for BSNL work:**

Manpower:.....

No. of Cases:.....

Lead time for starting collection work:.....

**6. Area preferred :**

**Enclosure :** Necessary documentary proof for the verification of above .

1.

2.

Seal

Date:

Signature:.....

Name of Authorised Signatory:

**Annexure- 'B'**  
**Price / Rate Bid For Recovery of Outstanding of Land line connections.**

**Name of Agency:**.....

Area for which commission Rate is quoted	Buckets	Age of outstanding	Outstanding for the period	No. of bills	Value (in Rupees)	Rate of commission (in %age terms)	
						In Fig	In Words
<b>A1</b> 1.Afzalpur. 2.Mashal. 3.Aland. 4.Nimbarga. 5.Jewargi. 6. Shahapur. 7.Shorapur. 8.Hunsagi. 9. Chittapur.	Bucket -1	>3 months upto 6 months old	01.01.2009 To 31.03.2009	99	126194		
	Bucket -2	>6 months up to 12 months old	01.07.2008 To 31.12.2008	590	487108		
	Bucket -3	>12 months upto 24 months old	01.07.2007 To 30.06.2008	1481	994734		
<b>A2</b> 1. Chincholi 2. Kamlapur. 3.Sedam. 4.Wadi. 5.Yadagiri.	Bucket -1	>3 months upto 6 months old	01.01.2009 To 31.03.2009	327	238635		
	Bucket -2	>6 months upto 12 months old	01.07.2008 To 31.12.2008	1179	678665		
	Bucket -3	>12 months upto 24 months old	01.07.2007 To 30.06.2008	1084	754533		
<b>A3</b> 1.Gulbarga.	Bucket -1	>3 months upto 6 months old	01.01.2009 To 31.03.2009	39	26619		
	Bucket -2	>6 months upto 12 months old	01.07.2008 To 31.12.2008	1987	1318983		
	Bucket -3	>12 months upto 24 months old	01.07.2007 To 30.06.2008	547	627905		

**Note:** No. of bills and value may differ due to interim payments received.

The following charges shall be extra:

1. Service Tax.
2. Education Cess
3. Higher Education Cess

Seal  
Date:

**Signature:**.....

**Name of Authorised Signatory:** .....

**Annexure- 'C'**

**Price / Rate Bid For Recovery of Outstanding of Post paid mobile connections.**

**Name of Agency:**.....

Area for which commission Rate is quoted	Buckets	Age of outstanding	Outstanding for the period	No. of bills	Value (in Rupees)	Rate of commission (in %age terms)	
						In Fig	In Words
<b>A4 Gulbarga SSA</b>	Bucket -1	>3 months upto 6 months old	01.01.2009 To 31.03.2009	76	280273		
	Bucket -2	>6 months up to 12 months old	01.07.2008 To 31.12.2008	67	287967		
	Bucket -3	>12 months upto 24 months old	01.07.2007 To 30.06.2008	216	861508		

**Note:** No. of bills and value may differ due to interim payments received.  
The following charges shall be extra:

4. Service Tax.
5. Education Cess
6. Higher Education Cess

Seal  
Date:

**Signature:**.....

**Name of Authorised of Signatory:** .....

**APPENDIX**

**VIII. PROFORMA**

I, Shri / Shrimati-----

Aged about-----years, son/daughter of Shri-----

Residing at-----do hereby affirm as follows:

That I have no near relative working in BHARAT SANCHAR NIGAM LIMITED.

OR

That, I have the following named near relative(s) working in Gulbarga Telecom District

Sl.No	Name	Age	Relationship	Desgn	Office Working

I further declare that the information furnished above are correct and true to the best of my knowledge and belief and in the event of any information coming to light contrary to what has been stated above, I(or my firm) will be liable to be black listed and security deposit forfeited by the General Manager, Gulbarga Telecom District.

Place:

Signature of the tenderer

Date:

with seal

Tel/Mobile No:

Check list for Tender document :

<u>Sl No</u>	<u>Particulars Enclosed</u>	<u>Yes</u>	<u>No</u>
1	DD/ENG-67 for Tender Document cost		
2	DD for EMD		
3	<b><u>Experience certificate :</u></b> a) Copy of Appointment Letter issued from by Service provider. b) Copy of Receipt / voucher of commission amount received with period of collection. c) Copy of Self Attested Bank passbook Extract of Recovery remittance details.		
4	Copy of PAN Card		
5	Copy of Income Tax Clearance Certificate		
6	Annexure-A		
7	Annexure-B		
8	Annexure-C		
9	Appendix		