



BHARAT SANCHAR NIGAM LIMITED
O/o General Manager Telecom District
West Godavari SSA,
Eluru-534002

**Expression of interest for
Maintenance of the FTTH Connections provisioned by
BSNL through its Own OLTs in West Godavari SSA**

**EOI No: ELR/ESTIMATES/EOI/FTTH CASE V REVENUE SHARE MODEL/2020-21 Dated:
20/05/2020**

Signature of Bidder.....


Name of Bidder.....

Name of the SSA for which EOI is being submitted : WEST GODAVARI SSA

**Last date of submission/Date of opening of Bid..... Before 11.00 hrs of 03-06-2020 /
15.30 Hrs of 03-06-2020.**

Signature and Seal of issuing authority.....

Signature of the Bidder

AGM(Plg),O/o GMTD BSNL, West Godavari SSA		BHARAT SANCHAR NIGAM LIMITED (A Govt. of India Enterprise) West Godavari SSA
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EOI No: ELR/ESTIMATES/EOI/FTTH CASE V REVENUE SHARE MODEL/2020-21 Dated: 20/05/2020

From
AGM (Plg)
O/o GMTD,
BSNL,
ELURU.

To

Sub: EOI for maintenance of the FTTH Connections provisioned by BSNL through its Own OLTs in West Godavari SSA - Reg.

Please find enclosed the EOI document in respect of above mentioned tender which contains the following.

SI No	Item	Description	Page No.
1	Section-A	Detailed NIT.	5-7
2	Section-B	Scope of the Work for O&M of OLTs.	8-11
3	Annexure - I	Financial Quote.	12
4	Annexure-II	Information of OLTs in WG SSA.	13
4	Annexure-III	Agreement.	14-20
5	Annexure-IV	Non relative certificate.	21
6	Annexure-V	Bid Security.	22-23
7	Annexure-VI	Performance Bank Guarantee.	24-25
8	Annexure-VII	Details of the bidder (Firm).	26-27
9	Annexure-VIII	Letter of authorization.	28
10	Annexure - IX	Model Agreement copy for Case-V	29-34

AGM (Plg)
O/o GM Telecom, BSNL,
Eluru-534002

This document contains 34 pages including the cover page. Please check that all the pages are intact in the document.

Signature of the Bidder

CHECK LIST FOR BIDDERS / APPLICANTS.

1. The Bidder should ensure that all documents and papers submitted in this EOI are fully authenticated by the authorized signatory under his signature with official seal wherever applicable.
2. The following documents form part of the EOI and should be submitted with EOI:

S. No.	Documents to be submitted	Documents submitted	
		Y / N	Page No. at which Document Attached
1	All pages of this EOI document, duly signed by the authorized signatory in a token of acceptance of all terms and conditions by the bidder. Any other document submitted by the bidder should also be signed by the authorized signatory.		
2.	Duly filled application form for individuals/companies/firms		
3	Mutual non-disclosure Agreement (On Rs. 100/- non-judicial Stamp paper) attached as Annexure-III is mandatory for obtaining EOI Document.		
4	Two Stage Bid – Separate Covers for Technical and Financial Bids. Bid names should be specified on the Covers.		
5	If EOI document is downloaded from Internet, a DD of Rs590/- as cost of the bid document from a Nationalized / Scheduled Bank should be attached.		
6	General Power of attorney in favour of the signatory signing the EOI Documents		
7	Attested copy of Article or Memorandum of Association or partnership deed or proprietorship registration as the case may be.		
8	Attested copy of GST Registration number.		
9	Attested copy of PAN Number.		
10	Attested copy of current & valid clearance from State authorities if applicable.		
11	Bank guarantee towards EMD/Bid security issued from a nationalized/ Schedule bank on non-judicial stamp paper of Rs.100/- (Format enclosed Annexure V) and valid for 180 days from the date of opening of EOI.		
12	Attested copy from CA of turn over details		
13	Certificates for experience		
14	Income Tax Returns for the last 3 Financial years (i.e 2016-17, 2017-18, 2018-19)		
15	Any other supporting documents as asked for or called for.		
16	Infrastructure Availability Details (Power meters / OTDRs / Splicing Machines / Work Force) for each OLTE Area		

3. Every additional document submitted and every page of the EOI document shall be duly signed by the authorized signatory as a token of compliance and acceptance to all terms and conditions.

Signature of the Bidder



Bharat Sanchar Nigam Limited
O/o General Manager Telecom District,
West Godavari SSA,
Eluru-534002.

Details of the OLTs for which the EOI is applied

(To be filled by the applicant)

Name of the BA/SSA	Name of the OLT
WEST GODAVARI SSA	

Name and address of the firm

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

Phone No. (s):

Office:

Residence:

Mobile:

Details of the EOI Document Cost and Ernest Money Deposit:

Particulars		Issuing Bank with branch name	Issuing date	Validity	Amount (Rs.)
EOI Document cost	DD No.....			N/A	Rs.590/-
EMD (in the form of BG)	BG No.....			Valid upto

Seal & Signature of Bidder

Signature of the Bidder



Bharat Sanchar Nigam Limited
O/o General Manager Telecom District,
West Godavari SSA,
Eluru-534002.

SECTION 'A'

NOTICE INVITING EOI (Expression of Interest) for maintenance of the FTTH Connections provisioned by BSNL through its Own OLTs in West Godavari SSA.

EOI No: ELR/ESTIMATES/EOI/FTTH CASE V REVENUE SHARE MODEL/2020-21 Dated: 20/05/2020

1. Sealed EOI are invited on behalf of GMTD West Godavari SSA for maintenance of the FTTH Connections provisioned by BSNL through its own OLTs **in West Godavari SSA** and provision of services to BSNL, from eligible and willing bidders as mentioned in Table-I below.

Table –I

EMD	Cost of EOI Document	Last Date & Time for Bid submission	Date & Time of Bid opening	Name of BA	Name of OLT	No. Of Connections
As per clause 2.8 of this Section	Rs.590/- (inclusive of GST)	Before 11.00 hrs of 03-06-2020.	15.30 Hrs of 03-06-2020	WG SSA		Enclosed as Annexure-II

Note- The sale of EOI document will be from 20.05.2020 to 02.06.2020 on all working days from 10:00 Hrs to 17:00 Hrs.

2. Eligibility Criteria.

The bidders must have experience in relevant field as detailed below:

- 2.1 Bidder Company shall be registered & incorporated in India under the Company Act, 1956 or 2013 as the case may be or Partnership Firm / Proprietorship Firm**
- 2.2 The bidder company shall have a minimum turnover of INR 20 Lakhs for last 3 years (i.e. financial year 2016-17, FY 2017-18, FY 2018-19). Audited Balance Sheets for the last three years shall be submitted as a supporting document.**

OR

Bidder Company shall have a Net worth of INR 60 Lakhs on 31st March'19. In case of consortium, turnover/ Net worth of only lead bidder shall be counted. Lead bidder is being referred as bidder in the EOI document.

- 2.3. Bidder shall have relevant experience of for at least 24 months in the field of Provisioning and maintenance of the FTTH Connections/OF equipment installation ,Optical fiber laying and & maintenance/ installation and maintenance of access network fiber, Leased Circuits through OF media/ on the date of EOI bid submission, BSNL Cluster maintenance/ OF maintenance Tender/Supplier of OF & FTTH equipment.**

OR

If the bidder's company is not meeting the experience as in this Para 2.3 above, then Bid can be submitted through a legally bound consortium with a company who is having experience as in this Para 2.3 above.

Signature of the Bidder

2.4 All Existing BSNL TIPs with Sufficient Infra such as Splicing Machine, OTDR, Power Meter, Aerial OF Cable, Patch Cords etc and Work Force for each OLT Location are eligible and do not need any more eligibility criteria as mentioned in 2.2 or 2.3 above.

2.5 Bidders are required to submit certificates/documentary proof for item (2.1) to (2.3). The verifiable reference along with the contact details shall also be cited in the bid document for item at 2.3.

2.6 The Company should not be a Licensed Telecom Service Provider (TSP) to provide Basic Services/ Cellular Telephony Services/ Internet Services/ UASL/ NLD/ ILD Services anywhere in India or owned or controlled by a TSP in India

2.7 The Company should not have controlling equity stake (26% or more), or vice versa, in and of any Basic Services/ Cellular Telephony Services/ UASL/ NLD/ILD Services operating companies in India or their promoters.

2.8 Bid Security in the form of DD / BC / Bank Guarantee will be as follows.

Name of OLTE/LOCATION	Estimated EOI Value	EMD (Rs)
BHIMAVARAM MAIN & IND ESTATE	₹ 6,61,000	₹ 16,500
AKIVIDU	₹ 11,000	₹ 500
ELURU	₹ 7,72,000	₹ 19,300
JANGAREDDIGUEDEM	₹ 2,59,000	₹ 6,500
KOVVUR	₹ 3,20,000	₹ 8,000
NIDADAVOLE	₹ 1,78,000	₹ 4,500
NARASAPUR	₹ 2,23,000	₹ 5,600
PALAKOLE	₹ 4,24,000	₹ 10,600
TADEPALLIGUEDEM	₹ 5,23,000	₹ 13,100
TANUKU	₹ 4,13,000	₹ 10,300

The above EOI values are estimated ones and the actual values may differ by +/-50% based on the connections, Tariff Plans etc

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

2.10 Intending bidder may obtain copy of EOI document from AGM (Plg), O/o GMTD, West Godavari SSA on payment of Rs. 590/- only (Non-Refundable) on all working days. The payment shall be accepted in the form of A/c Payee Demand Draft, drawn in any Scheduled Bank in India in favour of "Accounts Officer (Cash), O/o GMTD , BSNL, Eluru"

Note:

i. Bidder at the time of purchase of EOI document shall give the Name and complete contact details (including Mobile no., E-mail address etc.) of the person(s) authorized by the bidder firm to visit various OLTS locations as specified in the EOI document.

ii. Queries from only those perspective bidders shall be entertained and considered for issuance of clarifications, who have purchased the EOI document. Proof of payment of requisite charges for the same, shall be submitted along with the queries.

iii. EOI document shall be provided after signing a mutual Non-Disclosure Agreement (NDA) with BSNL (on non-judicial stamp paper of requisite value) as per Annexure-III.

Signature of the Bidder

3. Bid Security may be submitted in the form of Bank Guarantee as per clause 2.8, The proforma of EMBG is available as Annexure-V or in the form of A/c Payee Demand Draft, drawn in any Scheduled Bank in India in favour of “Accounts Officer(Cash),O/o GMTD, BSNL, Eluru.

4. EOI document may also be downloaded from BSNL site www.ap.bsnl.co.in and cost of document in the form of DD be deposited along with the bid.

5. Submission of EOI: – EOI should be submitted and EOI should be super scribed with “ **EOI for maintenance of the FTTH Connections provisioned by BSNL through its Own OLTs in West Godavari SSA**” and it should be dropped in drop box kept in the office of AGM (Plg), O/o GMTD, BSNL, Near Jute Mill, Eluru.

6. **Opening of EOI:** EOI shall be opened as per schedule attached, in the office of the AGM(Plg), O/o GMTD, in the presence of bidders/authorized representatives of the bidders who wish to be present.

7. Fee for EOI Document is neither transferable nor refundable.

8 . Payable in favour of : AO (Cash), O/o GMTD, BSNL, Eluru.

9. **GMTD, BSNL, Eluru reserves the right to accept or reject any or all EOI bids without assigning any reason. He is not bound to accept the Lowest bid.**

Signature of the Bidder

SECTION-B

1. Scope of work for “Operation & Maintenance of the FTTH Connections provisioned by BSNL through its Own OLTs in WG SSA”

1.1. The broad scope of the work is as follows:-

i) Maintenance/ Fault Clearance:

Any fault occurred from OLT to ONT at customer premises should be cleared as per SLA. That means the bidder should be able to clear any fault occurred in Patch Cords/ Connectors/ Overhead OF Cable/ Splitters and any other accessories associated with FTTH connection/ Leased Circuit.

ii) New FTTH connections can be provisioned from the OLT under Case-II, Case-III, Case-IIA and Case-IIIA as the case may be.

iii) Maintenance and provision of Leased Lines/Circuits.

Note: No Men / Material including Testing Meters/Splicing machines etc will be supplied by BSNL for maintenance and it is the sole responsibility of the bidder to upkeep the existing Network.

2. Working Connection in the SSA:

OLT Location wise Count of Active connections is given at Annexure-II

3. Service Level Agreement(SLA) & Penalties

Key Performance Indicator (KPI): SLA is defined as under:

FTTH Operational Parameters	Target	Penalty Parameter
FTTH Fault Rate (%)	< 02%	0.4% of invoice value for each 1% of slippage.
FTTH Fault clearance within 24 Hrs (%)	> 80%	0.4% of invoice value for each 1% of slippage.
FTTH repeat Fault rate (%)	< 5%	0.8% of invoice value for each 1% of slippage.
FTTH Provisioning within 3 Days (%)	> 80%	0.4% of invoice value for each 1% of slippage.
FTTH MTTR (in Hrs)	< 8 Hrs	0.4% of invoice value for each 1 hour of slippage.

Penalty levied can be maximum of 12% of invoice amount.

4. Payment terms

4.1. The bidder should submit the tax invoice to the officer in-charge of the area in triplicate.

4.2. Revenue sharing shall be from fixed monthly rental + Usage charges on revenue realized basis excluding VAS after the deduction of applicable statutory levies which includes license fees payable by BSNL and / or taxes applicable from time to time, from the revenues accrued.

4.3. 100% of the payment of the monthly invoices shall be paid on submission of Invoices by the bidder along with requested documents.

Note: - All statutory taxes and levies as applicable shall be deducted at source before payment.

4.4. Online generated GST payment details of previous month shall be submitted with the invoice(s) for payments.

5. Other Terms and conditions

5.1. The SSA Head will Quarterly Review the maintenance model to ensure that the FTTH Partner retains the number of FTTH connections handed over at the time of agreement and the number of FTTH customers do not migrate / reduce at abnormal rate, to other partners or to the same partner under different case model.

5.2. (Implementation Deferred) Revenue share % in all existing as well as in new proposed models shall be applicable for FTTH monthly plans upto Rs1000/- only or upto Rs 12000/- FTTH annual plans only. For FTTH Plans above Rs 1000/- monthly or Rs 12000/- annually, the incentive of 15% only shall be applicable on incremental amount.

Signature of the Bidder

For existing partners, the changed incentive program shall be applicable for all OLTEs which have been migrated in BSNL network for more than one year of issuance of this order.

5.2. Revenue share to the FTTH Partner for providing Leased Line:

Following per month Revenue share is fixed to FTTH Partner for providing leased line under case IV Model. (Need not be mandatorily case IV, can be II/IIA,III,IIIA also as last mile fiber is most important). The partner will have to provide the local lead on Fiber/radio modem/minilink, if the customer premise falls within 500 Mtr of OLT location.

Sl.No.	Bandwidth	Fixed Monthly Revenue Share is Rs.
1	Up to 50 Mbps	Rs.600/-
2	51 Mbps to 100 Mbps	Rs.1000/-
3	101 Mbps to 499 Mbps	Rs.2000/-
4	500 Mbps to 999 Mbps	Rs.3000/-
5	1 Gbps and Above	Rs.4000/-

6. DOCUMENTS ESTABLISHING FIRM'S ELIGIBILITY AND QUALIFICATION

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

- (i) Certificate of Incorporation/Registration.
- (ii) Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case maybe.
- (iii) Details of the firm along with List of Directors on the Board of the Company/the partners details along with their address, contact telephone numbers etc.
- (iv) Board's resolution in favour of authorized signatory.
- (v) Attestation of the signature of the authorized signatory by the bidder's bankers.
- (vi) Certificates regarding eligibility conditions as per EOI.
- (vii) Audited results of last three financial years(FY2016-17,FY2017-18 and FY2018-19)
- (viii) A no relative certificate in the format as at **Annexure-IV**.
- (ix) Bid security, as per the details given in the Notice Details.
- (x) Bidder has to submit the Details of Infrastructure i.e Splicing Machines, OTDRs, Power meters etc and Work Force available for each OLTE area.
- (xi) Any other certificate(s) as per the EOI requirements.

3.2 In case of consortium bids, only lead bidder will interact with BSNL for all obligations/payment; however all consortium members will be responsible for the execution of the project.

3.3 A consortium member may participate in more than one consortium. However the bidder is not permitted to be a consortium member under another bidder for this project.

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

7. Duration of the contract period.

Duration of contract will be 1 year. After 1 year, contract may be extended further for 1 year on same terms and conditions based on performance.

Signature of the Bidder

8. Financial Proposal and Evaluation

The Bidders qualified in the Technical evaluation will only be consider for further evaluation of their Financial Bids.

In maintenance Case-V, if more than one FTTH partner is interested in a particular territory, the FTTH partner quoting the lowest revenue share % (below 10%) would be selected. Further, If there is a discrepancy in the amounts of “Figures” and “In Words” quoted by the bidder, then the amount specified in the “In Words” will be taken as final.

9. Performance Bank Guarantee (PBG)

(a) The successful bidder shall have to pay Performance Bank Guarantee (PBG)/SD as per Annexure-VI as detailed below.

5% of the EOI value should be submitted as PBG from any nationalized banks in the given format.

(b) The PBG shall be initially valid for Eighteen months. For extension of Contract further for Second year, PBG shall be renewed accordingly.

(c) The bidder shall ensure that the Performance Bank Guarantee (PBG) is sent to BSNL directly by the issuing Bank under Registered post (A.D). In exceptional circumstances where PBG is submitted by the bidder to BSNL, the bidder should ensure that an unstamped duplicate copy of the PBG is sent immediately by the bank directly to the purchaser by Registered post(A.D)

(d) Forfeiture: PBG/SD amount is liable to be forfeited if the successful tenderer fails or neglects to perform any of his obligations under the terms and conditions of the EoI/Contract. PBG/SD amount is also liable to be forfeited if the bidder is found Submitted fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with GST, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender.

(e) Any Loss / Damage caused to BSNL due to wrongful act / negligence on the part of the contractor will be recovered from the contractor from the PBG/SD

10. Forfeiture of Bid Security:

The bid security may be forfeited

i) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity as in the bid document or

ii) In the case of successful bidder , if the bidder fails

a) to sign the contract on allocation of work or

b) to furnish the PBG as required

Note: The bidder shall mean individual company/firm or the front bidder and its technology / consortium partner, as applicable.

11. Termination of Contract due to non performance (default) (Exit Clause invoked by BSNL)

a) The contract(s) will be terminated & PBG forfeited, upon non-performance & failure to meet all the SLAs i.e. MTTR, Provisioning, fault clearance and repeat faults parameters for consecutive 3 months. Notice shall be served for non-performance in 1st month, 2nd month and 3rd month before final termination.

b) In case partial SLAs are met then also it is liable for termination. However, EOI/Tender accepting authority reserves the right to grant any relief in action for termination considering the circumstances/nature on the appeal made by the bidder if one or more parameter are met.

c) The BSNL has right to reject any bid/cancel the EOI at any stage, cancel the Contract at any stage without assigning any reason.

12. GST Invoice:

12.1 All the details of Contractor (name, address, GSTIN/ unregistered Contractor, place of supply of services, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.

12.2 Invoice/Supplementary invoice/Debit Note/Credit Note/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.

12.3 It would be the responsibility of the Contractor to declare correct information on invoice and GSTN viz. the amount, the place of supply of services, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the Contractor, the same would be recovered by BSNL from the Contractor.

Signature of the Bidder

12.4. Contractor shall be responsible for timely issuance and delivery of invoice/ DN/ CN to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.

(a) It is the responsibility of the Contractor to ensure that outward supply return (GSTR-1) would be filed correctly. If not, than cost would be borne by Contractor.

(b) Reporting of correct outward supply by Contractor in the outward return (GSTR-1) is the responsibility of the Contractor. In case of mismatch because of Contractor's fault, prompt amendments must be made by the Contractor else Contractor would be required to indemnify BSNL of the loss of credit due to mis-match. The compliances to be adhered by Contractor includes (but is not limited to) the following:

(i) Uploading appropriate invoice details on the GSTN within the stipulated time;

(ii) Issuing GST compliant invoice / CN/ DN.

(iii) Where invoice is not uploaded or incorrect upload of invoice detail of GSTN by Contractor then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of invoice details on GSTN is to be submitted by Contractor. Such changes w.r.t. the mismatch are required to be accepted by Contractor within the time limit prescribed under the GST law. It should be noted that in case Contractor does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the Contractor. In case of mismatch because of Contractor's fault, prompt amendments must be made by the Contractor else Contractor would be required to indemnify BSNL for the losses of credit and interest paid due to mismatch.

(iv) Contractor to issue all necessary documentation and perform all necessary compliances for BSNL to be eligible to claim the input tax credit of GST tax to them. In case BSNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the Contractor would be recovered from the Contractor"

(v) A self-declaration that the bidder is not blacklisted by GST authorities. In case Contractor gets black listed during the tenure of BSNL contract, then Contractor must indemnify BSNL to ensure that no loss of input tax credit is borne by BSNL due to default of Contractor.

13. Tax Indemnity clause :

BSNL has the right to recover Input Tax Credit loss suffered by it due to any mis-declaration on invoice by the Contractor

14. Dispute Resolution/Arbitration

Any question, dispute or differences arising out of or in connection with this agreement or breach, termination or validity hereof, shall be first endeavored to be settled through bipartite discussion or negotiations between the parties. If the dispute cannot be amicably settled either party, as soon as practicable, but not earlier than three months after a request to settle the dispute amicably has been made to the other party, give to the other party note in writing or existence of such question, dispute or difference, specifying the nature and the point at issue, and the same shall be finally settled by Arbitration conducted in accordance with The Arbitration and Conciliation Act 1996 any modifications or reenactments there to and relevant laws and regulations in force at that time in India. All such disputes and differences which may arise between the parties hereto as to the meaning, construction or effect of any of the terms and provisions of this agreement or as to the right or claim of either party under this agreement shall be referred to the sole arbitration of the General Manager Telecom District, West Godavari SSA, Eluru or his nominee including any officer of Bharat Sanchar Nigam Limited (BSNL) nominated by him and the Franchisee shall not raise any objection to such arbitration on the ground that the arbitrator is an officer of Bharat Sanchar Nigam Limited (BSNL) and as such is an interested party or that the Arbitrator so appointed has earlier dealt with the subject matter of this agreement. Any order / Directions / Awards of the Arbitrator shall be final and binding on both the parties. The arbitration proceedings shall take place in Eluru and will be governed by the provisions of The Arbitration and Conciliation Act 1996 or of any statutory amendment thereto or any reenactment thereof for the time being in force. The Arbitrator so appointed shall pass a speaking award. In case of any dispute, the Eluru Court alone shall have the territorial jurisdiction to adjudicate upon the matter.

Signature of the Bidder

FINANCIAL QUOTE

1.The bidder should quote a fixed monthly amount of revenue share in % of Rupees Maximum up to 10% (Ten percent only)(Exclusive of GST). Bidder who quotes greater than 10% will be disqualified.

Sl. No.	Name of BA	Name of OLTE/LOCATION	Financial Quote by Bidder (in %)**	In Words
1	West Godavari SSA	BHIMAVARAM MAIN & IND ESTATE		
2		AKIVIDU		
3		ELURU		
4		JANGAREDDIGUEDEM		
5		KOVVUR		
6		NIDADAVOLE		
7		NARASAPUR		
8		PALAKOLE		
9		TADEPALLIGUEDEM		
10		TANUKU		

**** TAXES shall be extra as applicable.**

If there is a discrepancy in the amounts of “Figures” and “In Words” quoted by the bidder, then the amount specified in the “In Words” will be taken as final.

2. BIDDER WILL PRESENT MONTHLY CLAIMS WITH SUPPORTING DOCUMENTS.

Signature of the Authorised signatory with Seal

Signature of the Bidder

ANNEXURE –II

Information of OLTs in West Godavari SSA as on 01-05-2020

Sl.No.	Location of OLT	Number of connections
1	BHIMAVARAM MAIN & IND ESTATE	646
2	AKIVIDU	10
3	ELURU	582
4	JANGAREDDIGUDEM	247
5	KOVVUR	360
6	NIDADAVOLE	207
7	NARASAPUR	229
8	PALAKOLE	480
9	TADEPALLIGUDEM	506
10	TANUKU	451

Signature of the Bidder

ANNEXURE-III

MUTUAL NON-DISCLOSURE AGREEMENT

(On Rs. 100/- Non-Judicial Stamp paper)

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

Incorporated _____ having its office located _____ here in after
referred as "____" which expression shall unless repugnant to the subject or the context mean
and include its successors, nominees or assigns.

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

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

1. This Agreement will apply to all confidential and proprietary information disclosed by one
party to the other party, including the discussion conducted by the parties under this
Agreement in relation to feasibility and possibility of business collaborations between the
parties with in various areas including without limitation

(i) _____ (ii) _____ (iii) _____ and information listed in Bid document for maintenance of
FTTH connections attached hereto and stated herein above or all information of disclosing party as in
its possession under obligations of confidentiality in whatever form transmitted relating to
business plan

,operations and/or the proposed sale, purchase & use of telecommunications services which is
disclosed by the disclosing party or its affiliates/ related Company to receiving party and other
information which the disclosing party identifies in writing or otherwise as confidential before or
within thirty days after disclosure to the receiving party. Confidential Information means Information
consists of certain specifications, designs, plans, systems, technology, manufacturing process,
drawings, software, prototypes and/or technical information and all information & knowledge
regardless of form of storage relating to or developed in connection with Business purpose and for any
businesses, prices, products, markets, promotions, strategies, plans, customers, suppliers or employees
of disclosing party or related Company or

Signature of the Bidder

intellectual property owned or used by disclosing party or a related Company or licensed to the disclosing party or related Company and all copies and derivatives containing such information, that may be disclosed to other another for and during the business purpose, which a party considers confidential information.

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

(a) a company or joint venture in which a party has an equity interest, and which is or may be involved in providing a telecommunications or Internet access service; and

(b) In case of M/s _____
_____ and BSNL hereby agree that at during the confidentiality period:

2.

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

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

Signature of the Bidder

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

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

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

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

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

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

Signature of the Bidder

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

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

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

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

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

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

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

Signature of the Bidder

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

12. (a) The Disclosing Party warrants that it has all necessary rights to disclose Lawfully the Confidential Information and the Confidential Information has not been provided in breach of any other agreement or arrangement with third parties. The Disclosing Party indemnifies the Recipient against liability for third party claims on that basis.

(b) Each party warrants that it is a corporation with full corporate power and authority to enter into and do all things necessary for the performance of this agreement. Each signatory to this agreement warrants that he or she is authorized to sign on behalf of the corporation for whom he or she acts.

(c) Each party agrees to comply with all applicable Laws and Regulations including but not limited to laws and regulations relating to export and re-export of technical data documentation and / or providing insofar as they relate to the information disclosed under this Agreement

13. Except for the covenants herein, nothing under this Agreement or in the act of disclosing Confidential Information will constitute or imply a binding obligation between the Parties if in the future, the Parties elect to enter into a business relationship, both Parties will execute a separate written Agreement.

14. **Severance** : If any of the provisions contained in this Agreement shall be declared invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

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

(i) If to BSNL:

Attention: Mr/Ms _____

Address: _____

(ii) If to M/s: _____

Attention: Mr/Ms. _____ Address: _____ Fax: _____

Signature of the Bidder

16. This Agreement and maintenance of FTTH connections Bid document attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other party's written consent.

17. The obligations of confidentiality imposed by this agreement survive the expiration or termination of this agreement for a period of two years from (i) the last date of Confidential Information was disclosed to the receiving party or (ii) the completion of business purpose whichever is later.

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

19. Notwithstanding anything to the contrary in this Non-Disclosure and Confidentiality Agreement, if the Receiving Party learns that it is or may be required by applicable court order, law or regulation to disclose any Confidential Information, then the Receiving Party will (i) attempt to obtain a protective order or other appropriate relief in lieu of Disclosing such Confidential Information, (ii) as promptly as possible after learning of a possible disclosure requirement, and in any case prior to making disclosure take reasonable steps to notify the Disclosing Party of the disclosure requirement so that the Disclosing Party may seek a protective order or other appropriate relief, (iii) provide such cooperation and assistance as the Disclosing Party may reasonably request in any effort by the Disclosing Party to obtain such relief, and (iv) take reasonable steps to limit the amount of Confidential Information so disclosed and to protect its confidentiality.

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

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

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

Signature of the Bidder

his predecessors.

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

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

IN WITNESS WHERE OF, the parties here to have executed this Agreement by their duly authorized officers or representatives.

FOR AND ONBEHALF OF

**FOR AND ON BEHALF OF
BHARAT SANCHAR NIGAM
LIMITED**

NAME:

NAME:

DESIGNATION:

DESIGNATION:

DATE:

DATE:

WITNESS

WITNESS

1.

1.

2.

2.

Signature of the Bidder

ANNEXURE – IV

Format of Certificate about close relatives working in BSNL
(To be submitted by all the Owner/ Partners/Directors of the Company)

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

The near relatives for this purpose are defined as:-

- a) Members of a Hindu undivided family.
- b) They are husband and wife.
- c) The one is related to the other in the manner as father, mother, son(s) & son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband(brother in-law).

Dated thisDay of.....20...

Seal and Signature:

Signature of the Bidder

PROFORMA For the BID SECURITY/ EMD Guarantee

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

Sub: Bid Security/EMD guarantee.

Whereas M/s

R/o(Here after referred To as Bidder) has approached us for giving Bank Guarantee of Rs. /- (here after known as the “B.G. Amount”) valid upto...../...../20.....(here after known As the “Validity date”) in favour of AO Cash, O/o GMTD, BSNL, Eluru (Here after referred to as BSNL) for anticipation in the tender for.....vide tender no.

Now at the request of the Bidder, We Bank Branch having(Address) and Regd. Office address as (Here in after called ‘the Bank’) agrees to give this guarantee as herein after contained :

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the “B. G. Amount”.

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.

4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless and or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to

Signature of the Bidder

postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything herein contained;

(a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.

(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 its validity date.

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash), O/o GMTD , BSNL, Eluru - 534001" payable at Eluru.

8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:.....

(Signature of the Bank

Officer)

Rubberstamp of the

bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

..... Telephone

Numbers

Fax numbers

Signature of the Bidder

ANNEXURE –VI
Pro-forma For the Performance Bank Guarantee

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

Dated:.....

Whereas GMTD, West Godavari SSA, BSNL, Eluru R/o
.....(hereafter referred to as BSNL) has issued an APO no.
..... Dated/...../20.....the supply of
..... for M/s..... R/o
..... (hereafter referred to as
“Bidder”) and BSNL has asked him to submit a performance guarantee in favour
of AO Cash, O/o GMTD , BSNL, Eluru of Rs.-/- (hereafter referred to
as “P.G. Amount”) valid up to/...../20... (hereafter referred to as “Validity
Date”)

Now at the request of the Bidder, We Bank..... Branch
having
(Address) and Regd. office address as.....
.....
..... (Hereinafter called “the Bank”) agreed to give this guarantee as hereinafter
contained:

2. We, “Name of the Bank” do here by under take and assure to the BSNL that if
in the opinion of the BSNL, the Bidder has in anyway 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 pay to the BSNL the said sum limited to P.G. Amount or such lesser
amount as BSNL may demand without requiring BSNL to have recourse to any
legal remedy that may be available to it to compel the Bank to pay the same.

3. Any such demand from the BSNL shall be conclusive as regards the liability
of Bidder 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 Bidder 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 Bidder and BSNL regarding the claim.

4. We, the Bank further agree that the guarantee shall come into force from the
date of its issue and shall remain in full force and effect up to its Validity date.

5. 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 Bidder and to forbear to enforce any of the
terms and conditions relating to the said agreement and the Bank shall not be
relieved from its liability by reason of such failure or extension being granted to
Bidder or through any forbearance, act or omission on the part of BSNL or any
indulgence by BSNL to Bidder or any other

Signature of the Bidder

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.

6. Notwithstanding anything herein contained;

(a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.

(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 its validity date.

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash), O/o GMTD, BSNL, Eluru" payable at Eluru.

8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:.....

(Signature of the Bank

Officer) Rubber stamp of

the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

..... Telephone

Numbers

Fax numbers

Signature of the Bidder

ANNEXURE –VII

Details about the firm (Bidder)

S.No	Details Required	Response from the bidder
1	Full Name of the Firm (in capital letters)	
2	Address of the Firm	
3	Contact Number. Of the Firm	
4	Details of the authorized signatory	Name
		Designation
		Phone
		Mobile
		Email
		Address:
5	Type of Firm(proprietary /Partnership/Ltd/Pvt. Ltd)	
6	Income Tax Account No./ Pan No.(Latest Income Tax clearance certificate to be attached with proposal)	

Signature of the Bidder

7	Board of directors	1
		2
		3
		4
		5

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

**Signature designation & Seal of
Firm Name & Full Address of
the Firm**

Signature of the Bidder

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach before date of bid

opening) To

The AGM (PIg),
O/o GM Telecom., BSNL,
Eluru.

Subject: Authorization for attending bid opening on _____(date) in the EOI of
_____ - Reg.

The following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____

<u>Order of preference</u>	<u>Name</u>	<u>Specimen</u>
-----------------------------------	--------------------	------------------------

Signature i.

ii.

Alternate

representative

Signature of Bidder

Or

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

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

1. Permission for entry to the hall where Bids are opened may be refused incase authorization as prescribed above is not recovered.

Signature of the Bidder

AGREEMENT FOR REVENUE SHARE CASE 5
MAINTENANCE OF FTTH CONNECTIONS PROVIDED BY BSNL

This Agreement entered into on this _____ day by and between:
BHARAT SANCHAR NIGAM LIMITED (hereinafter referred to as "BSNL"), a company incorporated under the Companies Act 1956, having its Registered Office and Corporate Office at Bharat Sanchar Bhawan, New Delhi-110 001, represented by GENERAL MANAGER TELECOM, West Godavari SSA, Eluru -534002

AND

_____ (hereinafter referred to as "Telecom Infrastructure provider", represented by _____

WHERE AS BSNL is in the business of providing Basic Telephony Services, Cellular Mobile Telephony Services (CMTS), Internet & broadband services and National Long Distance Services (NLDS) in its licensed areas of operation in the geographical territory of India.

AND the Telecom Infrastructure provider is having an objective of providing the telecom services to the people using the residential / commercial complexes as mentioned in Annexure (hereinafter referred as "Projects in annexure") and also to maintain the same.

Whereas BSNL _____ has been approached by " _____" to provide the BSNL Telecom services of the residents of "Projects in Annexure".

AND WHEREAS Mr _____ Telecom Infrastructure Provider in the intention that the residents of the "Projects in Annexure" shall utilize the offer of BSNL _____ has agreed to the proposal based on the terms and conditions contained herein under.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the due observance and performance of all the terms & conditions of this agreement, the BSNL and Telecom infrastructure provider agree to sign this agreement on non exclusive and revenue sharing basis to maintain the BSNL FTTH telecom services.
2. Telecom infrastructure provider agrees that the infrastructure provided by BSNL will be utilized exclusively for BSNL services only.
3. Telecom infrastructure provider shall ensure the execution of services as per this agreement and continuance of the same by the future association / any other outside agency who may continue to maintain the telecom and other services in the residential complex / commercial complex for the entire agreement period.
4. **Agreement responsibilities for BSNL and Telecom Infrastructure Provider for "Projects in Annexure" /Location in annexure.**

4.1 BSNL responsibility:

- a) Whenever fault arises the fault should be registered with FTTH section/Toll free number by the customer.
- b) _____ section will in turn forward the complaints to Telecom Infrastructure Provider (TIPs) who has signed the agreement for case V.
- c) The first level faults like connectorisation , cable faults/drop fiber faults with necessary splicing, including maintenance of cable from JMH to subscriber premises, Replacement of

Signature of the Bidder

UPS, Battery, ONT if any, configuration issues etc are to be sorted out by the Telecom Infrastructure Provider.

- d) The faults must be cleared within 12 hrs of report from BSNL.
- e) If fault type is critical then BSNL officers should be discussed for further action
- f) After resolving the faults customers satisfactory report should be obtained and registered with_team for closing the issues

For this BSNL has to

- a) provide the details of working connection Exchange wise/Number of ports/Number of customers working etc. to TIPs
- b) All commercial works (Registration of CAFs / Issue of demand note / Issue of CDR orders etc) shall be undertaken by BSNL and all customers shall be BSNL Customers.
- c) Billing/Invoicing for the services availed of by the Customers shall be done by BSNL.
- d) Collection of Bill Payment shall be done by BSNL and payment to TIPs as per agreement. For this monthly invoice to be raised by TIPs.
- e) Review the number of connections made over to TIPs and performance of TIPs on every month at SSA level.

4.2 Telecom Infrastructure Provider (TIP) Responsibilities :(For Case V)

- a. To maintain the OLTs, ONTs and all Telecom Network infrastructure up to Customer's Premises for provision/replacement of fault of BSNL FTTH Services. OLTs/ONTs shall be installed in mutual consultation with BSNL for compatibility parameters.
 - b. All the provided connections are to be maintained faults free by the TIPs whenever fault arises/ the fault should be registered with BSNL section by the customer same to be attended by TIPs.
 - c. Any Testing Equipment, Computers etc for carrying out maintenance works should be owned by Telecom Infrastructure Provider (TIP).
 - d. There shall be no other payment other than the revenue share to be paid to Telecom Infrastructure Provider (TIP). All cost incurred on account of Telecom Infrastructure Provider (TIP) responsibilities shall not be claimed from BSNL by Telecom Infrastructure Provider (TIP).
 - e. To allow BSNL to do periodical inspection to avoid any misuse.
 - f. The Telecom Infrastructure Provider (TIP) shall comply with all labour laws with respect to manpower engaged by them.
 - g. Invoices to be submitted on monthly basis as per the working connection by TIPs in respective BSNL locations.
5. There shall be no other payment other than the revenue share to be paid to the Telecom infrastructure provider. All cost incurred on account of point no 4 is part of revenue share and shall not be charged extra from BSNL by Telecom infrastructure provider

6. Bill issue & collection:

- 6.1 BSNL shall be solely responsible for all commercial functions of bill issue and its collection for the telecom services provided to customers under this agreement. The services shall be billed as part of telecom services provided by BSNL. The bills will be raised and collected by BSNL from the subscribers.
- 6.2 Telecom infrastructure provider shall not charge any money from the customers. No additional services other than those contained within the scope of this agreement shall be provided to the customers of BSNL either free or for a cost without the written approval of BSNL.

Signature of the Bidder

6.3 All deposits levied, including security deposits collected on account of CPE /STB /ONT provided by BSNL / registration amounts as decided by BSNL, shall be billed and collected by BSNL and no revenue share shall be payable to Telecom infrastructure provider from such receipts.

6.4 The terms and conditions of payments by customers shall be governed by BSNL's rules from time to time. The disconnection and resolution practice from payment defaulters shall be enforced.

7. Revenue share payment process:

7.1 Revenue sharing shall be from **fixed monthly rental + Usage charges on revenue realized basis** after the deduction of applicable statutory levies which includes license fees payable by BSNL and / or taxes applicable from time to time, from the revenues accrued on account of provision of telecom services under the agreement All the customers falling under the purview of this agreement shall be identified separately and the revenue share may be paid to the Telecom infrastructure provider as per the terms & conditions of this agreement for such customers.

7.2 The payment of revenue share to the Telecom infrastructure provider will be made as and when the invoices submitted by vendor and on receipt of payment from customer for a particular period.

7.3 The payment of revenue share shall be made to the Telecom infrastructure provider after the deduction of applicable statutory levies which includes license fees payable by BSNL and / or taxes applicable from time to time, from the revenues accrued on account of provision of telecom services under the agreement. All such taxes / levies shall be a pass-through item and shall be billed to and collected from the customers and paid to the respective statutory bodies by BSNL, except such cases where liabilities arise on account of claims raised by concerned authorities in a post-facto manner, wherein such liability shall be shared in the same ratio as the revenue share for the respective services.

7.4 Any discrepancy found would be mutually discussed and resolved. Balance of payments arising due to any reason shall be adjusted in future payments by BSNL.

8. Tariff:

8.1 Revenue share shall be as given below:

Business Model Case V	BSNL	Telecom infrastructure provider
Revenue Share Ratio	(100 minus Quoted % by TIPS) to 90%	Quoted % subject to the max of 10%

8.2 All commercial works shall be undertaken by BSNL and all customers shall be BSNL customers.

8.3 BSNL shall collect dues payable to it by the individual residents / commercial complex occupants of "Projects in the Annexure" directly from such subscribers / residents. "Telecom infrastructure provider" shall not in any way be liable or responsible for the nonpayment or delayed payment of the dues to BSNL_ by the individual subscribers residing in "Projects in annexure". Any charges are to be borne by the individual customers and "Telecom infrastructure provider" is not liable.

9. Penalty for non settlement of faults

- 1) All the complaints registered with the Telecom Infrastructure Provider are to be sorted out within 12 hrs of registration

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- 2) In case of minor faults if not cleared with in 12 hrs then Rs 10/- per day per customer will be charged upto max of 50% of rev share eligible per month.
- 3) In case of major faults , if declared as critical fault by_____section, then no penalty will be imposed.
- 4) The calculation of above penalty is purely the responsible of SSA where the agreement is signed by TIPs.

10. General Conditions:

- 10.1 This agreement is applicable for maintenance of FTTH telecom service. BSNL head of SSA will review the connections maintained by TIPs on monthly basis and if there is any abnormal decrease in count then Head of SSA having full right to terminate the contract without any notice to TIPs.
- 10.2 This agreement is a confidential document. The Telecom infrastructure provided shall not divulge any part of the agreement either through oral or written communication or through any other mode to any third party.
- 10.3 This agreement shall not be amended or modified or altered or changed in any way except in writing and duly executed by the authorized representatives of each party.
- 10.4 Period of agreement: This agreement shall be valid for the period of one year from to _____. Based on performance of monthly review by head of SSA, the agreement will be renewed for further period.

10.5 Termination of the agreement:

The agreement shall be terminated by giving a one months' notice to the FTTH Partner

- i. Failure to Commission the equipment and /or execution of the work at all by the FTTH Partner within 3 months from signing of agreement.
- ii. Failure to perform other obligation(s) under the Contract; and
- iv. Failure to meet the SLAs parameters continuously for 3 months.

The agreement may also be terminated by mutual, written consent of the both parties by giving 3 months' notice. On termination or agreement the customers shall continue to use the Telecom Services of BSNL, through commissioned equipment under the contract.

10.6 Sub-Contract :

The Franchisee shall notify BSNL in writing of all subcontracts awarded under these Contacts if not already specified during signing of the agreement. Such notification shall not relieve the Franchisee from any liability or obligation under the contract.

10.7 Severability

Should TRAI / DoT declare any part of this agreement unenforceable through direction / order / regulation or if terms of license of BSNL are changed through any amendment or order of the Government, the parties will cooperate and take all appropriate steps to amend, modify or alter this agreement.

- 10.8 This agreement shall be binding upon all respective successors of the parties.

Signature of the Bidder

11. Compliance of laws:

BSNL and Telecom Infrastructure provider shall perform their duties in strict compliance with all applicable laws in India along with rules and regulations of the duty constituted Govt. authorities in India and shall obtain all licenses, restrictions or other approval, if any, required by laws in India in connection with the services to be rendered hereunder.

Further, service provided to the customers shall be subject to Indian Telegraph Act 1885, TRAI directions and tariff circulars issued by BSNL Corporate Office.

12. Indemnification:

Telecom Infrastructure provider 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; "or"
- (b) Any breach of the terms and conditions in this agreement by the Telecom Infrastructure provider; 'or'

13. 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.

14. ARBITRATION

- 14.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CMD, BSNL or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CMD, BSNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CMD or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CMD or the said officer. The agreement to appoint an arbitrator 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 Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CMD, BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

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14.2 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.

14.3 The venue of the arbitration proceeding shall be the office of the CMD, BSNL, New Delhi or such other places as the arbitrator may decide.

IN WITNESS WHEREOF the Parties here so have caused this agreement to be duly executed on the date above written.

For BSNL _____

Witness

For Telecom Infrastructure Provider _____

Witness

Projects in Annexure

LIST OF BUILDINGS/APARTMENT/COMMERCIAL COMPLEX WHERE FTTH connections are to be maintained by _____, Telecom Infrastructure Provider ON REVENUE SHARE BASIS			
SI No	SSA/Exchange/Building	Area of Location covered	Remarks

Signature of the Bidder