



BHARAT SANCHAR NIGAM LIMITED
O/o General Manager Telecom District
Eluru BA,
Eluru-534002

Expression of interest for
Maintenance of the FTTH Connections working at various places from BSNL owned
OLTs located at Nidadavole and Kovvuru and Provisioning of Connections from
these OLTs in Eluru BA

EOI No: GMTD-ELR/PM/EOI/FTTH CASE V REVENUE SHARE MODEL/NVL-KOR/2023-24/
Dated: 23/05/2023

Signature of Bidder.....

Name of Bidder.....

Name of the SSA for which EOI is being submitted : Eluru BA

Last date of submission : Before 11.00 hrs of 06/06/2023.
Date of opening of Bid : from 15.30 Hrs of 06/06/2023.

Signature and Seal of issuing authority.....

Signature of the Bidder

का () महाप्रबंधक दूरसंचार
O/o The General Manager Telecom,
बीएसएनएल भवन, एलुरु
BSNL Bhavan, Eluru -534 002



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

**EOI No: GMTD-ELR/PM/EOI/FTTH CASE V REVENUE SHARE MODEL/NVL-KOR/2023-24/
Dated: 23/05/2023**

From

To

AGM (PM & AM)
O/o GMTD,
BSNL,
ELURU.

Sub: EOI for Maintenance of the FTTH Connections working at various places from BSNL owned OLTs located at Nidadavole and Kovvuru and Provisioning of Connections from these OLTs in Eluru BA. - Reg.

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

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(M VENKATA RATNAM)
सहायक महाप्रबंधक (सा प्र व प प्र)
Asst. General Manager (PM & AM)
का() म प्र दू, बीएसएनएल भवन
O/o GMTD, BSNL Bhavan
एलुरु Eluru - 534002
Ph: 89854 56777

This document contains 42 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. Single stage submission & Single stage opening – Both Technical and Financial Bids are to be submitted simultaneously and both will be opened on the same day.
3. 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	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. Valid Udyam Registration Certificate (MSME) (if applicable) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid. The address mentioned in the Registration Certificate & MSME certificate must be the same. The enlistment certificate issued by MSME should be valid on the date of opening of tender.		
5	EMD / Bid Security or Valid Udyam Registration Certificate (MSME) (if applicable) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid. The address mentioned in the Registration Certificate & MSME certificate must be the same. The enlistment certificate issued by MSME should be valid on the date of opening of tender.		
6	General Power of attorney in favour of the signatory signing the EOI Documents		
7	Certificate of Incorporation		
8	Attested copy of Article or Memorandum of Association or partnership deed or proprietorship registration as the case may be.		
9	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.		
10	Attestation of the signature of the authorized signatory by the bidder's bankers.		
11	Attested copy of GST Registration number		
12	Attested copy of PAN Number.		
13	Audited results /ITRs of last three financial years FY 2018-19, FY 2019-20 & FY2020-21		
14	Attested copy from CA of turn over details		
15	Certificates for experience		
16	No Relative Certificate		
17	Infrastructure Availability Details (Power meters / OTDRs / Splicing Machines / Work Force) for each OLTE Area		
18	EPF & ESI Registration		
19	MASTER VENDOR FORM		

4. 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

का () महाप्रबंधक दूरसंचार
O/o The General Manager Telecom,
बीएसएनएल भवन, एलुरु
BSNL Bhavan, Eluru -534 002



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Details of the OLTs for which the EOI is applied

(To be filled by the applicant)

Name of the BA/SSA	BSNL owned OLT Locations
ELURU BA	NIDADAVOLE
	KOVVURU

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	DD No.....				
EMD	DD No.....				

Seal & Signature of Bidder

Signature of the Bidder

SECTION 'A'

NOTICE INVITING EOI (Expression of Interest) for Maintenance of the FTTH Connections working at various places from BSNL owned OLTs located at Nidadavole and Kovvuru and Provisioning of Connections from these OLTs in Eluru BA.

EOI No: GMTD-ELR/PM/EOI/FTTH CASE V REVENUE SHARE MODEL/NVL-KOR/2022-23/
Dated: 23/05/2023

1. Sealed EOI are invited on behalf of GMTD, Eluru BA for Maintenance of the FTTH Connections working at various places from BSNL owned OLTs located at Nidadavole and Kovvuru and Provisioning of Connections from these OLTs in Eluru BA, from eligible and willing bidders as mentioned in Table-I below.

Table –I

Cost of EOI Document	Last Date & Time for Bid submission	Date & Time of Bid opening	Name of BA	Name of OLT	No. Of Connections	Estimated EOI Value
Rs.590/- (inclusive of GST)	Before 11.00 hrs of 06/06/2023.	15.30 Hrs of 06/06/2023	Eluru BA		Enclosed at Annexure-II	

Note- The sale of EOI document will be from 24/05/2023 to 05/06/2023 on all working days from 10:00 Hrs to 17:00 Hrs.

Single stage submission & Single stage opening – Both Technical and Financial Bids are to be submitted simultaneously and both will be opened on the same day.

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 FY 2019-20, FY 2020-21, FY 2021-22). 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'22. 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 Existing BSNL TIP who has registered with BSNL, Eluru before 01.10.2022, maintaining more than 50 FTTH BB connections under Case IV / CaseIVA Model of BSNL and having Sufficient Infra such as Splicing Machine, OTDR, Power Meter, Aerial OF Cable, Patch Cords etc and Work Force for each OLT Location is eligible and do not need any more eligibility criteria as mentioned in 2.1 to 2.3 above.

2.5 Bidders are required to submit certificates/documentary proof for item (2.1) to (2.4). 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 will be as follows

Sl.	OLT Locations	Estimated EOI Value Per annum	EMD	SD
1	NIDADAVOLE	₹2,33,280.00	₹7,000.00	₹12,000.00
2	KOVVURU	₹2,02,320.00	₹7,000.00	11,000.00

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 (PM&AM), O/o GMTD, Eluru 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), 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.

3. Bid Security may be submitted as per clause 2.8 in the form of A/c Payee Demand Draft, drawn in any Scheduled Bank in India in favour of "Accounts Officer (Cash), 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 working at various places from BSNL owned OLTs located at Nidadavole and Kovvuru and Provisioning of Connections from these OLTs in Eluru BA." and it should be dropped in drop box kept in the office of AGM (PM&AM), O/o GMTD, BSNL, Near Jute Mill, Eluru.

Signature of the Bidder

6. **Opening of EOI:** EOI shall be opened as per schedule attached, in the office of the AGM (PM&AM), O/o GMTD, Eluru 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), BSNL, Eluru.

MSE bidders claiming exemptions from Tender fee & EMD as per MSME guidelines must submit Valid Udyam Registration Certificate (MSME). A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for construction/ maintenance of underground telecom cables/ OF equipment installation, Optical fiber laying and & maintenance/ installation and maintenance of access network fiber, Leased Circuits through OF media will have to be attached along with the bid. The address mentioned in the Registration Certificate & MSME certificate must be the same. The enlistment certificate issued by MSME should be valid on the date of opening of tender.

9.The EOI Inviting Authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of action of BSNL.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 located at Nidadavole and Kovvuru and provisioning of new connections from these OLTs in Eluru BA

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

i) Maintenance/ Fault Clearance:

Complete responsibility of maintenance of FTTH Connections beyond OLT/ Managed Switch {excluding UG OFC but including overhead OFC (2F/4F/6F etc of all sizes) of BSNL} along with material supply shall be the responsibility of the Partner.

Any fault occurred from OLT/managed switch to ONT/CPE and 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 another accessories associated with FTTH connection/ Leased Circuit.

Channel Partner is responsible to repair/replace faulty ONT(/CPE)/ Overhead OF cable / splitters / Joint enclosures. Partner can also arrange ONT (/CPE) for customer on outright purchase by customer or on rental basis.

Visit Customer premises and attend to the faults at the Subscriber end Premises including but not limited to ONU configuration, wifi password modification, Wifi router configurations, Multiple device connecting issues, LAN IP addressing, LAN Disable cases etc

The jurisdiction of the contract shall be Locations detailed in this EoI. If any additional OLT is planned or to be added subsequently, in the vicinity, the same shall become part of the contract of that Location/Town in this EOI.

In the interest of Service, Tender Approving Authority reserves the right to allot the said work in any Area of Eluru BA, to any approved Contractor irrespective of the area for which his bid is approved. Under such circumstances where the contractor is asked to work in a different area of Eluru BA, he will be paid at the rates approved to that area or at his approved rate whichever is less.

In the interest of Service, Tender Approving Authority (TAA) reserves the right to allot the work in any area of Eluru BA in case the existing bidder is terminated/tender closed/non extension of contract / due to any other exit clause, to any approved Contractor, with consent of the Contractor, irrespective of the area for which his tender is approved. Under such circumstances where the contractor is asked to work in a different area of Eluru BA, he will be paid at the rates approved to that area or at his approved rate whichever is less after observing the departmental norms. The allotment for that OLT Location will be till the tender term or till the finalization of new tender whichever is earlier.

The contractor should deploy sufficient persons in the field based on the number of working connections and the work involved so as to meet the SLAs. The contractor should deploy additional persons if required on demand during such times of any critical or major disturbances in the network due to any works by external/government agencies or due to nature.

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.

Signature of the Bidder

2. Working Connections :

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 (%)	> 90%	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 2 Days (%)	> 90%	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 15% of invoice amount.

If the faults continue unattended for more than 2 days then, in the interest of service, the work will be carried out from outside party and the expenditure so incurred plus 10% will be deducted as additional penalty from the payable invoices of the contractor in addition to the above Penalty (No capping). GST will be extra .

- 1) In case of major faults, if declared as critical fault by the section in-charge officer, then no penalty will be imposed.
- 2) The calculation of above penalty is purely the responsible of SSA where the agreement is signed by TIPs.

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. The Collection of customer bills is through FTTH Wallet System. The bidder has to maintain FTTH wallet. The Revenue Share/Commission will be paid to the FTTH Wallet only. The bidder should submit the tax invoices 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. Revenue share to the FTTH Partner for providing Leased Line:
The Comprehensive Policy for provisioning and maintenance of leased circuits / leased lines through FTTH Channel partners is furnished in the enclosed annexure of Model agreement document for Case V

Signature of the Bidder

6. DOCUMENTS ESTABLISHING FIRM'S ELIGIBILITY AND QUALIFICATION

6.1. 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(FY 2019-20, FY 2020-21, FY 2021-22)
- (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.

6.2. 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.

6.3. 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.

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

7. **Time line for start of services:** As per Final Acceptance of Bid, immediately on issue of work order.

8. Duration of the contract period.

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

9. Financial Proposal and Evaluation

The Financial Bids of Technically Qualified Bidders will only be considered for evaluation.

In maintenance Case-V, the bidder 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.

If two or more qualified bidders quote the same L1 revenue share %, then the following criteria will be adopted to select one among them

- 1. The existing TIP registered with BSNL, Eluru will be preferred for selection over others.
- 2. The TIP with highest number of Active FTTH connections will be preferred among the existing TIPs registered with BSNL.

10. Performance Security (SD / Performance Bank Guarantee (PBG))

(a) The successful bidder shall have to pay SD / Performance Bank Guarantee (PBG) as per Annexure-VI as detailed below. The Performance Security for the amounts furnished must be submitted within 10 days from the date of issue of Advance Purchase Order by the Purchaser

Performance Security shall be in the form of A/c Payee Demand Draft, drawn in any

Signature of the Bidder

Scheduled Bank in India in favour of "Accounts Officer (Cash), BSNL, Eluru" or in the form of PBG. The Proforma of PBG is available at Annexure-VI

(b) The PBG shall be initially valid for Eighteen months. For extension of Contract further for Second year, PBG shall be renewed accordingly for 3 years period.

(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

11. 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 within 10 days 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.

12. Termination:

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

i. 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.

ii. 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.

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

iv. The BSNL has right to terminate the contract/agreement by giving the Bidder written notice 30 days in advance upon non-execution of work by the bidder during the period of contract. PBG will be forfeited in this case.

b) The bidder shall have right to terminate by giving BSNL written notice 30 days in advance. PBG will be forfeited in this case.

On termination of agreement, the customers shall continue to use the Telecom Services of BSNL, through commissioned equipment under the contract.

13. GST Invoice:

13.1 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.

13.2 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.

13.3 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

13.4. 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, then 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.

14. 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

15. 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, Eluru BA, 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.

16. ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT.

As per the following Appendix-1.

Signature of the Bidder

Appendix-1

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD.	ii) Banning of business for 3 years which implies barring further dealing with the bidder for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD; and detection of default at any stage from receipt of bids till award of AWO/ issue of WO.	iii) Termination/ Short Closure of WO, if issued. This implies non-acceptance of further work & services except to make the already received complete work in hand.
	Note 1:- However, in this case the performance guarantee if alright will not be forfeited. Note 2:- Payment for already received completed work shall be made as per terms & conditions of WO.	
1(b)	Submitting 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 :	
	(i) <i>If detection of default is prior to award of AWO</i>	i) Rejection of Bid & ii) Forfeiture of EMD.
	(ii) <i>If detection of default after issue of AWO but before receipt of PG/ SD (DD,BG etc.)</i>	i) Cancellation of AWO , ii) Rejection of Bid & iii) Forfeiture of EMD.

Signature of the Bidder

S. No.	Defaults of the bidder / vendor.	Action to be taken
1(b) contd.	(iii) If <i>detection of default after receipt of PG/ SD (DD,BG etc.)</i> .	i) Cancellation of AWO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.
	(iv) If <i>detection of default after issue of WO</i>	i) Termination/ Short Closure of WO and Cancellation of AWO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
	Note 3:- However, settle bills for the services received if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of AWO and SD/ PG by L-1 bidder within time period specified in AWO.	Forfeiture of EMD.

Signature of the Bidder

4.1	Failure to execute the work at all even in extended delivery schedules, if granted against WO.	i) Termination of WO. ii) Under take work at the risk of defaulting bidder iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to execute the work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of WO to the service already received by BSNL and/ or in pipeline provided ii) Undertake work at the risk of defaulting bidder iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting bidder.
5.1	The site does not meet the Service Levels as mentioned in the WO/Contract.	Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
6	Submission of claims to BSNL against a contract	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	(a) for amount already paid by BSNL .	
	c) for amount higher than that approved by BSNL for that service.	
	Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.	
Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.		
7	b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.	iv) Legal action will be initiated by BSNL against the Vendor if required.
	c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	
	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	

Signature of the Bidder

	e) undertakes any action that affects/ endangers the security of India.	
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	i) Termination/ Short Closure of the WO. ii) Settle bills for the service received if pending work does not affect the working or use of the services received iii) Under take work at the risk of defaulting bidder iv) In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part).
		Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	i) Termination/ Short Closure of the WO. ii) Settle bills for the service received if pending work does not affect the working or use of the services received iii) Under take work at the risk of defaulting bidder iv) In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part). Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) in spite of order of Arbitrator.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
		iii) Take legal recourse i.e. filing recovery suite in appropriate court.

Signature of the Bidder

10 con- td.	b) in spite of Court Orders.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ GST Authorities / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	<p>The following cases may also be considered for Banning of business:</p> <p>(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.</p> <p>(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.</p> <p>(c) If the vendor/ supplier fails to submit required documents/ information, where required.</p> <p>(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.</p>	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
Note 8:- In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works which will continue along with settlement of Bills.		

Signature of the Bidder

ANNEXURE –I

FINANCIAL QUOTE

To
The AGM (PM&AM)
O/O GMTD, BSNL BHAVAN,
ELURU

Dear Sir,

Having examined the Eol document, terms and conditions stipulated therein, specifications of work etc., we the under signed offer to provide services for “Maintenance of the FTTH Connections working at various places from BSNL owned OLTs located at Nidadavole and Kovvuru and Provisioning of Connections from these OLTs in Eluru BA” in this Eol in conformity with the said specifications and conditions of contract, at the Revenue Share Percentage quoted as under:

Sl. No.	Name of BA	OLT Locations	Financial Quote by Bidder (in %)**	In Words
1	Eluru BA	NIDADAVOLE		
2	Eluru BA	KOVVURU		

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.

**** 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 connections as on 08-05-2023

Sl.	Locations Covered	Approx. No. of Active connections	Estimated EOI Value Per Annum	EMD	SD
1	NIDADAVOLE	324	₹2,33,280.00	₹7,000.00	₹12,000.00
2	KOVVURU	281	₹2,02,320.00	₹7,000.00	₹11,000.00

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

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. Incase 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.....202...

Seal and Signature:

Signature of the Bidder

VENDOR MASTER FORM

(The details listed will be used for making all payments against POs / WOs, refund of EMDs / SDs, intimation of payments by email, issue of TDS certificates, C Form for CST purchases etc.)

(*) Minimum Required Fields to be Filled by the Company/Vendor. Please Attach copies of the supporting documents.

Title* : Mr. Ms. M/s Dr.

Name* :

Address * :

Town/District* :

City* :

State* :

Postal/Pin code* : Country* :

Contact Details:

Telephone Number : Fax No. :

Email_id :

(Mandatory for E-Tendering)

Name of Contact Person : Mobile No. :

Alternate Contact Person : Mobile No. :

Tax information:

PAN :

GST reg. no. :

LST (Local VAT reg.No.) : CST Reg. No. :

Tax Registration no. :

(for Foreign Vendors)

Income Tax Exemption details:

IT exemption no. : IT exemption rate :

IT Exemption date :

IT exemption date from : IT exemption date to :

Signature of the Bidder

Excise Details:

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

Payment Transaction/Bank Details:

Bank Country :

Bank Name :

Bank Address :

Bank A/c No :

Bank IFSC :

Account holder's Name :

Type of Account : Savings(10) Current(11)

SWIFT Code :

(for Foreign Vendors)

IBAN :

(for Foreign Vendors)

(Enclose a blank Cheque / a photocopy of the Cheque to verify A/c No. & Bank details)

Industry Status:

Micro/ SSI Status : Yes No

- 1. I/We hereby authorize BSNL to make all payments to us by cheque /direct credit to our bank account details which are specified above.
 - 2. I/We hereby authorize BSNL to deduct bank charges applicable for such direct bank payments.
- Note: 1. If PAN is not provided, TDS @20% will be deducted wherever applicable.
- 2. If Excise Registration/ GST Registration/VAT Registration Number is not provided, then the taxes will not be paid wherever applicable.
 - 3. If Bank Particulars are not provided, the payment will be made by Cheque only.
 - 4. If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

Company / Vendor Authorized Signatory / Designation Date: Company Seal

(For Office Use)

Vendor Account Group : Payment Method :

TDS Type - Invoice : TDS Code - Invoice :

Checked by: Authorized by (Finance) SAP Vendor Master Created on SAP Vendor Code

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, Eluru BA, 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, WeBank..... 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 forebear to enforce any of the
terms and conditions relating to the said agreement and the Bank shall not be
relieved from its liability by reason of such failure or extension being granted to
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

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 (PM&AM),
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, Eluru BA, 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 FTTH Wallet system was introduced for Customer Bill Collection and for Payment of Revenue share/ Commission to the TIP. The TIP must maintain FTTH wallet. The Revenue Share/Commission will be paid to the FTTH Wallet only. The TIP should submit the tax invoices along with requested documents. The payment of balance revenue share to the Telecom infrastructure provider will also be made to the wallet on receipt of invoices from the TIP.

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.

Signature of the Bidder

9. Penalty for non settlement of faults

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 (%)	> 90%	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 2 Days (%)	> 90%	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 15% of invoice amount.

If the faults continue unattended for more than 2 days then, in the interest of service, the work will be carried out from outside party and the expenditure so incurred plus 10% will be deducted as additional penalty from the payable invoices of the contractor in addition to the above Penalty (No capping). GST will be extra .

- 1) In case of major faults, if declared as critical fault by the section in-charge officer, then no penalty will be imposed.
- 2) 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:

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

- i. 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.
- ii. 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.
- iii. The BSNL has right to reject any bid/cancel the EOI at any stage, cancel the Contract at any stage without assigning any reason.
- iv. The BSNL has right to terminate the contract/agreement by giving the Bidder written notice 30 days in advance upon non-execution of work by the bidder during the period of contract. PBG will be forfeited in this case.

Signature of the Bidder

- b) The bidder shall have right to terminate by giving BSNL written notice 30 days in advance. PBG will be forfeited in any case.

On termination of 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.

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 duly 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 therewith (except as to the matters, the decision to which is specifically

Signature of the Bidder

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.

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

Signature of the Bidder

Annexure-A
Comprehensive Policy for provisioning and maintenance of leased circuits / leased lines through FTTH Channel partners.

Following are the additional terms and conditions for Provisioning and Maintenance of Leased circuits / Leased lines through FTTH Channel partners.

1. FTTH Channel Partner under the Case-IIA / Case-IIIA / Case-IVA / Case-V model only shall be eligible for provisioning and maintenance of Leased Circuits (on Optical Fiber) on Revenue Share.
2. ONT/MEDIA Convertor required at customer end shall be provided by BSNL for provisioning of LC. The ONT/Media Converter shall be procured by circle / BA following the procurement guidelines issued by BSNL Corporate office from time to time.
3. The revenue share for LC of initial 500 meters and for more than 500 meters distance for different case models shall be applicable as per the below table:

S. No.	LC Bandwidth	Fixed Monthly Revenue Share for LC up to 500m distance (Rates in Rs)		Monthly Revenue Share for LC of more than 500m distance (N= Total Local Lead Length in Meters from BSNL Pickup point to customer end, I=Incremental Length beyond 500m in Mtrs (Rates in Rs)	
		Case - IIA/IIIA/IVA	Case-V	Case - IIA/IIIA/IVA	Case-V
A	B	C	D	$F=(C+0.69*I)$	$G=(D/500)*N$
1	Up to 50Mbps	600	300	$600+0.69*I$	$0.6*N$
2	51 Mbps to 100 Mbps	1000	300	$1000+0.69*I$	$0.6*N$
3	101 Mbps to 499Mbps	2000	300	$2000+0.69*I$	$0.6*N$
4	500 Mbps to 999 Mbps	3000	300	$3000+0.69*I$	$0.6*N$
5	1Gbps and above	4000	300	$4000+0.69*I$	$0.6*N$

For example:

- a. Case-IIA/IIIA/IVA : Distance measured through OTDR for a LC of BW 10 mbps is 540 mtrs , the monthly payable amount to FTTH channel partner shall be Rs 627/-($600+0.69*40$) ; here I=40) similarly for 457 mtr, the payable amount shall be Rs 600/-.
- b. Case-V: For distance 480 Mtr the payable amount shall be Rs 300/- and for 540 meter distance the amount payable shall be Rs 324/- ($0.6*540$).

4. The revenue share for case-V model shall also include the cost of replacement of any aerial OFC becoming faulty / damaged due to any reason if any. These rates of revenue share shall also be applicable to FTTH channel partners providing and maintaining only last mile connectivity through Overhead (OH) OFC for providing LCs for Enterprise Business Customers of BSNL.

5. The monthly revenue share mentioned includes charges for repair & maintenance of ONT/ MEDIA CONVERTER supplied to EB customers. FTTH Channel partner shall be responsible for repair & maintenance of ONT/ MEDIA CONVERTER at customer premises. Repair & maintenance shall include repair/ replacement of AC adopter and repair of ONT/MEDIA CONVERTER. However, ONT/ MEDIA CONVERTER shall be replaced by BSNL in case of burnt and repair not possible (RNP) cases. RNP cases shall not be more than 10% of total ONT/ MEDIA CONVERTER (minimum 1 unit or rounded off to nearest integer, whichever is higher) supplied to EB customers through the concerned FTTH franchisee in the SSA. The decision of BA head of BSNL on burnt and RNP cases of ONT/ MEDIA CONVERTER shall be final & binding on the FTTH franchisee.

6. FTTH Channel Partner shall be encouraged to provide the LC through the BSNL OLT. In case of LC non-feasible on BSNL OLT, Network Manageability of LC has to be ensured by field officer through NOC BBNW, by ensuring partner's OLT access through EMS or NMS before allowing the LC

Signature of the Bidder

provisioning through FTTH Channel Partner OLT. It shall also be ensured that make of ONT and OLT is same for LC provisioned through FTTH Channel Partner OLT for the ONT visibility through EMS/NMS. The ONT/ MEDIA CONVERTER to customer for LC provided under this arrangement shall continue be on rent / outright purchase through BSNL as per the agreement signed with EB customer.

7. LC cases of distance beyond 500 mtr from BSNL OFC pick up point to ONT/MEDIA CONVERTER/CPE in customer premises shall be verified by the BSNL field officers for allowing the additional revenue to FTTH channel partner. In case LC is provisioned through FTTH Channel partner OLT, LC cases of distance beyond 500 mtr distance from BSNL OFC pick up point to ONT/ MEDIA CONVERTER/ CPE in customer premises would be verified by the BSNL field officers for calculating the additional revenue to FTTH channel partner. The distance shall be measured by OTDR from BSNL OFC pickup point to ONT in customer premises.

8. These rates given in table of para 3 shall also be applicable for provisioning and maintenance of the all types of Lease circuits (includes LC using MPLS/ ILL/ P2P), VPNoFTTH, SIP Trunking and ISDN PRI by FTTH Channel partner.

9. SLA for last mile for LC/ VPNoFTTH /SIP Trunking / ISDN PRI provisioned and maintained by FTTH Channel Partners :

9.1 Fault in ONT and OH/ in building OFC laid/ maintained by FTTH Channel partner shall be attended within 4 hrs in urban areas.

9.2 Fault in ONT and OH/ in building OFC laid/ maintained by FTTH Channel partner shall be attended within 6 hrs in rural areas.

9.3. Fault reported after 17:00 hrs shall be attended next day, and SLA time will be counted from 9:00 hrs.

9.4 Penalty for not meeting SLA conditions: A per hour Penalty @ 1% of monthly revenue share to FTTH Channel partner shall be levied, subject to maximum of 15% of monthly revenue share to FTTH Channel partner. SSA shall calculate penalty for not meeting SLA per LC basis.

Decision of BA head shall be final & binding on the FTTH Channel Partner. ITPC shall implement penalty calculation in CDR/FMS.

9.5 If FTTH Channel partner fails to achieve SLA conditions & reaches penalty ceiling of 15% for three consecutive months reaches, then BA head shall review provisioning/ maintenance of the concerned LC by FTTH Channel Partner and shall take necessary action as deemed fit in consultation with EB unit of SSA/ Circle, considering resultant penalties to be paid by BSNL to EB customers for not meeting SLA conditions with EB customer.

Projects in Annexure

LIST OF OLTE LOCATIONS /OLTEs, from which FTTH connections are to be maintained by _____, Telecom Infrastructure Provider ON REVENUE SHARE BASIS			
SI No	BA	Location	Remarks

Signature of the Bidder