



**BHARAT SANCHAR NIGAMLIMITED**  
O/o General Manager Telecom District  
Visakhapatnam SSA

**Expression of Interest**

**For**

**Maintenance of the FTTH Connections provisioned by  
through BSNL Owned OLTs, access  
network fiber and ONT**

**in**

**Visakhapatnam SSA**

EOI No: GMTD-VM/SDE(MM)/EOI for mtce of FTTH/2020-21      Dated: 14/05/2020


Signature of Bidder.....

Name of Bidder.....

Name of the SSA for which EOI is being submitted .....

Last date of submission/Date of opening of Bid..... Before 10.55 hrs of 29.05.2020 /  
11.00 Hrs of 29.05.2020.

Signature and Seal of issuing authority.....

AGM(NWP),O/o GMTD BSNL, Visakhapatnam SSA		BHARAT SANCHAR NIGAM LIMITED (A Govt. of India Enterprise)
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T.E.No: BSNL/GMTD-VM/SDE(MM)/EOI for mtce of FTTH/2020-21

Dt : /05/2020

From  
AGM (NWP)  
O/o GMTD,  
BSNL,  
Visakhapatnam SSA

To  
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**Sub:** EOI for maintenance of the FTTH Connections provisioned by through BSNL Owned OLTs, access network fiber and ONT in Visakhapatnam SSA - Reg.

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

SI No	Item	Description	Page No.
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AGM (NWP),  
O/o GMTD, BSNL,  
Visakhapatnam

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

**CHECK LIST FOR BIDDERS / APPLICANTS.**

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

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

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



**Bharat Sanchar Nigam Limited  
O/o General Manager Telecom  
District, Visakhapatnam.**

Details of the OLTs for which the EOI is applied

*(To be filled by the applicant)*

Name of the BA/SSA	Name of the OLT	
<b>Visakhapatnam</b>		

Name and address of the firm

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

Phone No. (s):

Office:

Residence:

Mobile

Details of the EOI Document Cost and Ernest Money Deposit:

S.No.	Name of the OLT	DD No/Date	Issuing Bank with branch name	Amount (Rs.)
1		EOI Document cost		Rs.590/-
		EMD		.....
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				

Seal & Signature of Bidder .....



**O/o General Manager Telecom  
District, XXXXXXSSA.**

**SECTION 'A'**

**Notice inviting EOI(Expression of Interest) for Maintenance of FTTH Connections provisioned by through BSNL owned OLTs, access network fiber and ONT in Visakhapatnam SSA.**

**EOI No: BSNL/GMTD-VM/SDE(MM)/EOI for Mtce of FTTH/2020-21**

1.Sealed EOI are invited on behalf of GMTD Visakhapatnam SSA for maintenance of the FTTH Connections provisioned by through BSNL Owned OLTs, access network fiber and ONT in **Visakhapatnam SSSA** and provision of services to BSNL , from eligible and willing bidders as mentioned in Table-I below.

**Table –I**

S. No	Name of OLT	No. of Connections	10% of OLT Annual income	Bid Cost	EMD
1	10.230.3.15 (Industrial Estate)	7	Rs.7630/-	Rs.118/-	Rs.200/-
2	10.230.3.11 (Madhavadhara)	122	Rs.132950/-	Rs.590/-	Rs.3400/-
3	10.230.3.54 (Velampeta)	16	Rs.17440/-	Rs.118/-	Rs.500/-
4	10.230.6.53 (Steelplant Township)	117	Rs.127500/-	Rs.590/-	Rs.3200/-
5	10.231.102.51 (Seetammadhara)	282	Rs.307270/-	Rs.590/-	Rs.7700/-
6	10.231.102.52 (Dabagardens)	14	Rs.15260/-	Rs.118/-	Rs.400/-
7	10.231.102.53 (MVP)	33	Rs.35960/-	Rs.118/-	Rs.900/-
8	10.231.182.51 (Sagar Nagar)	189	Rs.205940/-	Rs.590/-	Rs.5200/-
9	10.231.182.52 (Mindi)	101	Rs.110050/-	Rs.590/-	Rs.2800/-
10	10.231.182.54 (Gopalapatnam)	129	Rs.140560/-	Rs.590/-	Rs.3600/-
11	10.231.182.55 (Dolphin Hills)	52	Rs.56660/-	Rs.118/-	Rs.1500/-
12	10.231.182.56 (Kirlampudi)	213	Rs.232100/-	Rs.590/-	Rs.5800/-
13	10.231.182.57 (Pendurthy)	24	Rs.26150/-	Rs.118/-	Rs.700/-
14	10.231.182.67 (Madhurawada)	6	Rs.6600/-	Rs.118/-	Rs.200/-

**Sale of EOI document : from 10.00 hrs of 15.05.2020 to 10.55 Hrs of 29.05.2020 on all working days.**

Last Date & Time for Bid submission : 10:55 hrs on 29.05.2020  
Date & Time of Bid opening : 11:00 hrs on 29.05.2020

## **2. Eligibility Criteria.**

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

**2.1 Bidder Company shall be registered & incorporated in India under the Company Act, 1956 or 2013 as the case may be or Partnership Firm / Proprietorship Firm**

**2.2** The bidder company shall have a minimum turnover of INR 20 Lakhs for last 3 years (i.e. financial year 2016-17, FY 2017-18, FY 2018-19). Audited Balance Sheets for the last three years shall be submitted as a supporting document.

**OR**

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

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

**OR**

**If the bidder's company is not meeting the experience as in this Para 2.3 above, then Bid can be submitted through a legally bound consortium (format as at Section-VI) with a company who is having experience as in this Para 2.3 above.**

**OR**

**Existing TIP with provisioning conditions 2.2.**

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

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

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

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

Intending bidder may obtain copy of EOI document from AGM (NWP), O/o GMTD, XXXXXX on payment of Rs. 590/- only (Non-Refundable) on all working days. The payment shall be accepted in the form of A/c Payee Demand Draft, drawn in any Scheduled Bank in India in favour of "Accounts Officer (Cash), O/o GMTD , V i s a k h a p a t n a m .

**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 in the form of A/c Payee Demand Draft, drawn in any Scheduled Bank in India in favour of "Accounts Officer(Cash),O/o GMTD, Visakhapatnam SSA.
  4. EOI document may also be downloaded from BSNL site [www.ap.bsnl.co.in](http://www.ap.bsnl.co.in) and cost of document in the form of DD be deposited along with the bid.
  5. **Submission of EOI:** – EOI should be submitted and EOI should be super scribed with "EOI for maintenance of the FTTH Connections provisioned by through BSNL Owned OLTs, access network fiber and ONT in Visakhapatnam SSA" and it should be dropped in drop box kept in the office of AGM (NWP), O/o GMTD, **Visakhapatnam**.
  6. **Opening of EOI:**–EOI shall be opened as per schedule attached, in the office of the AGM(NWP), O/o GMTD, Visakhapatnam in the presence of bidders/authorized representatives of the bidders who wish to be present.
  7. Fee for EOI Document is neither transferable nor refundable.
- 8 . Payable in favour of : AO (Cash), O/o GMTD, **Visakhapatnam**.



## **SECTION-B**

### **1. Scope of work for “Operation & Maintenance of the FTTH Connections provisioned by through BSNL Owned OLTs, access network fiber and ONT**

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

i) Maintenance/ Fault Clearance:

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

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

iii) Maintenance and provision of Leased Lines/Circuits.

2. Working Connection in the SSA: Visakhapatnam SSA.

<b>S. No</b>	<b>Name of OLT</b>	<b>No. of Connections</b>
1	10.230.3.15 (Industrial Estate)	7
2	10.230.3.11 (Madhavadhara)	122
3	10.230.3.54 (Velampeta)	16
4	10.230.6.53 (Steelplant Township)	117
5	10.231.102.51 (Seetammadhara)	282
6	10.231.102.52 (Dabagardens)	14
7	10.231.102.53 (MVP)	33
8	10.231.182.51 (Sagar Nagar)	189
9	10.231.182.52 (Mindi)	101
10	10.231.182.54 (Gopalapatnam)	129
11	10.231.182.55 (Dolphin Hills)	52
12	10.231.182.56 (Kirlampudi)	213
13	10.231.182.57 (Pendurthy)	24
14	10.231.182.67 (Madhurawada)	6

### **3. Service Level Agreement(SLA) & Penalties**

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

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

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

#### **4. Payment terms**

- 4.1. The bidder should submit the tax invoice to the officer in-charge of the area in triplicate.
- 4.2. The charges for maintenance shall be based on the number of working connection during the month.
- 4.3. For the purpose of invoice preparation, Number of working connections in an area shall be calculated taking the average of **working** connections on the first and last day of the month.
- 4.4. 100% of the payment of the monthly invoices shall be paid on submission of Invoices by the bidder along with requested documents.

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

- 4.5. 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 MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc. are exempted from payment of tender fee and EMD. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small & Medium Enterprises for the construction/Operations/Maintenance services in Telecom Industry / maintenance and installation of O.F cables, **valid on the date of opening of the EOI**. The scope of area of the above MSE registered bidders must be for 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.

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

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

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

## **6. DOCUMENTS ESTABLISHING FIRM'S ELIGIBILITY AND QUALIFICATION**

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

- (i) Certificate of Incorporation/Registration.
- (ii) Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case maybe.
- (iii) Details of the firm along with List of Directors on the Board of the Company/the partners details along with their address, contact telephone numbers etc.
- (iv) Board's resolution in favour of authorized signatory.
- (v) Attestation of the signature of the authorized signatory by the bidder's bankers.
- (vi) Certificates regarding eligibility conditions as per EOI.
- (vii) Audited results of last three financial years(FY2016-17,FY2017-18 and FY2018-19)
- (viii) A no relative certificate in the format as at Annexure-IV.**
- (ix) Bid cost,Bid security as per the details given in the Notice Details. Bidders registered with MSME/NSIC are exempted from payment of Bid cost and EMD.
- (x) Any other certificate(s) as per the EOI requirements.

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

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

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

## **7 Duration of the contract period.**

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

## **8. Financial Proposal and Evaluation**

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

**The bidder should quote a fixed monthly amount of revenue share in % of Rupees.**

**\*\* maximum up to 10% (Ten percent only)(Exclusive of GST) .**

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

#### **9. Performance Bank Guarantee (PBG)**

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

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

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

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

#### **10. Forfeiture of Bid Security:**

The bid security may be forfeited

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

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

a) to sign the contract on allocation of work or

b) to furnish the PBG as required

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

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

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

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

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

#### **d) 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 Visakhapatnam 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 Vijayawada 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 Vijayawada Court alone shall have the territorial jurisdiction to adjudicate upon the matter.**

**FINANCIAL QUOTE**

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

<b>S · N o</b>	<b>Name of BA</b>	<b>Name of OLTE</b>	<b>Financial Quote by Bidder (in %)**</b>	<b>In Words</b>
1	Visakhapatnam	Industrial Estate		
2	Visakhapatnam	Madhavadhara		
3	Visakhapatnam	Velampeta		
4	Visakhapatnam	Steelplant Township		
5	Visakhapatnam	Seetamma dhara		
6	Visakhapatnam	Dabagardens		
7	Visakhapatnam	MVP Colony		
8	Visakhapatnam	Sagar Nagar		
9	Visakhapatnam	Mindi		
10	Visakhapatnam	Gopalapatnam		
11	Visakhapatnam	Dolphin Hills		
12	Visakhapatnam	Kirlampudi		
13	Visakhapatnam	Pendurthy		
14	Visakhapatnam	Madhurawada		

**\*\* 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**

**ANNEXURE -II**

## Information of OLTs in Visakhapatnam SSA.

<b>Sl.No.</b>	<b>Location of OLT</b>	<b>Number of Connection</b>
1.	10.230.3.15 (Industrial Estate)	7
2.	10.230.3.11 (Madhavadhara)	122
3.	10.230.3.54 (Velampeta)	16
4.	10.230.6.53 (Steelplant Township)	117
5.	10.231.102.51 (Seetammadhara)	282
6.	10.231.102.52 (Dabagardens)	14
7.	10.231.102.53 (MVP)	33
8.	10.231.182.51 (Sagar Nagar)	189
9.	10.231.182.52 (Mindi)	101
10.	10.231.182.54 (Gopalapatnam)	129
11.	10.231.182.55 (Dolphin Hills)	52
12.	10.231.182.56 (Kirlampudi)	213
13.	10.231.182.57 (Pendurthy)	24
14.	10.231.182.67 (Madhurawada)	6

**ANNEXURE-III**

**MUTUAL NON-DISCLOSURE  
AGREEMENT**

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

Day of \_\_\_\_\_ between BHARAT

This Agreement is made as of the \_\_\_\_\_

SANCHAR NIHAM 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



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.

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.

**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.

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:\_\_\_\_\_

**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 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 office of the \_\_\_\_\_ BSNL \_\_\_\_\_ India or such other 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 ON BEHALF OF**

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

**NAME:**

**NAME:**

**DESIGNATION:**

**DESIGNATION:**

**DATE:**

**DATE:**

**WITNESS**

**WITNESS**

**1.**

**1.**

**2.**

**2.**

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

**“I ..... s/o.....r/o ..... hereby certify that none of my relative(s) as defined in the EOI document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it is 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 this .....Day of..... 20...**

**Seal and Signature: .....**

**Pro-forma For the Performance Bank Guarantee**

(TobetypedonRs.100/-non-judicial stamp paper) Dated:.....

Whereas GMTD, XXXXXX SSA BSNL 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 GMTD , BSNL,  
XXXXXX SSA of Rs. ....-/- (hereafter referred to as “P.G. Amount”) valid up to  
...../...../20... (hereafter referred to as “Validity Date”)

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

2. We, “Name of the Bank” do here by under take and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in anyway failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.

3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.

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

5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to 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



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, Visakhapatnam" payable at Visakhapatnam.

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 .....

**Details about the firm (Bidder)**

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

<b>7</b>	<b>Board of directors</b>	<b>1</b>
		<b>2</b>
		<b>3</b>
		<b>4</b>
		<b>5</b>

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

**Signature designation & Seal of Firm**

**Name & Full Address of the Firm**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

(To reach before date of bid opening ) To

**The AGM (NWP),**  
O/o GMTD, BSNL,  
Visakhapatnam.

**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 \_\_\_\_\_.

<b><u>Order of preference</u></b>	<b><u>Name</u></b>	<b><u>Specimen Signature i.</u></b>
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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.

**ANNEXURE-VIII**  
**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 PRINCIPAL GENERAL MANAGER TELECOM , \_\_\_\_\_ SSA

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

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.

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

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

## 7. Revenue share payment process:

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

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

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

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

## 8. Tariff:

8.1 Revenue share shall be as given below:

Business Model Case V	BSNL	Telecom infrast ructure provider
Revenue Share Ratio	(100-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.

- 1) **Penalty for non settlement of faults**
- 2) All the complaints registered with the Telecom Infrastructure Provider are to be sorted out within 12 hrs of registration
- 3) In case of minor faults if not cleared within 12 hrs then Rs 10/- per day per customer will be charged upto max of 50% of rev share eligible per month.
- 4) In case of major faults , if declared as critical fault by \_\_\_\_\_section, then no penalty will be imposed.
- 5) The calculation of above penalty is purely the responsible of SSA where the agreement is signed by TIPs.

## 9. General Conditions:

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 **Termination of the agreement:** This agreement may be terminated only by the mutually, written consent of the parties giving 10 days notice. Notwithstanding any terms and conditions herein, this agreement may be terminated only by the mutually, written consent of the parties giving one month notice. Termination of the agreement shall be without prejudice to the accrued rights and liabilities of the parties at the date of termination. On termination of this agreement the telecom services may continue to be used by the residents of the "Projects in annexure" as per applicable terms & conditions.
- 9.6 **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.
- 9.7 This agreement shall be binding upon all respective successors of the parties.

## 10. 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.

### **11. 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'

### **12. 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.

### **13. ARBITRATION**

- 13.1 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 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.
- 13.2 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.

13.3 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