

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
O/o Sr. General Manager [EB], Chennai Telephones
7 JAFFER SARANG STREET,
HARBOUR TELEPHONE EXCHANGE Chennai- 600002

From: DGM (EB-I)
Sr. GM (EB)
Chennai Telephones
Chennai-2

...

To,

No..... Dated: 23/05/2017

Sub: - EOI Document for Rollout, Operation and Maintenance of Voice & data services over FTTH on Revenue Share basis.

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

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If interested, kindly submit your offers by means of sealed bids only for EoI by 15:00 hours of 12-06-2017.(EOI closing date).

AGM (EB-I)

9444504733/ 9445077999
agmeb1chtd@gmail.com

Regd. Off & Corporate Office.:

Bharat Sanchar Nigam Limited, Bharat Sanchar Bhawan, Janpath, New Delhi -110 001.
Web: www.bsnl.co.in

SECTION - 1

DETAILED NOTICE INVITING EXPRESSION OF INTEREST (EOI)

1. Introduction

- 1.1. On behalf of Chief General Manager Bharat Sanchar Nigam Limited Chennai Telephones, Chennai, sealed EOI is invited from the Builders/RWAs/telecom Infra providers and firms for Rollout, Operation & Maintenance of Voice & Broadband Data services over FTTH on Revenue Share basis.
- 1.2. Bharat Sanchar Nigam Limited (BSNL), a Public Sector Undertaking of Government of India, is one of the largest telecom Service Provider in India having a countrywide presence with over 100 million customers and offer hosts OFC services like Wire-line voice, GSM 2G/3G, CDMA, WiMAX Data communication, National long distance, International Long Distance, Internet, Broad band, Multiplay, Leased Line, etc. It is also the largest ISP offering broadband services on ADSL 2+ to its customers. BSNL is currently operating across the nation except in Delhi and Mumbai.

2. EOI brief

- 2.1. BSNL is deploying Next Generation Play Access Network (FTTH) based on GPON and GEPON technology for provisioning of high speed Bandwidth and Broadband applications to home, business and enterprise customers.
- 2.2. The services that are planned to be offered to the end customers are Broadband up to 100 Mbps, High speed internet, Leased Line, VPN up to 100 Mbps, Voice, IPTV, Video on Demand and other content based services such as Video Surveillance etc. The targeted customers are high-end customers for both residential and business segments.
- 2.3. BSNL intends to select firm for Rollout, Operation & Maintenance of Voice & data services over FTTH on Revenue Share basis. Proposals are accordingly invited from interested Bidders. BSNL shall open and evaluate the financial bids of Techno-commercially responsive firms. After evaluation of financial proposals (bids), BSNL shall prepare a list of successful Bidders .
- 2.4. The Bidder shall be responsible for assisting BSNL in rolling out its FTTH based Voice & Broadband data services along with Customer Acquisition, installation, Operation & maintenance spanning, as per the terms and conditions of this EOI. Bidder shall also be responsible for laying of last mile fiber, Installation of Splitters, extension of fiber from the Splitter, carrying out internal fiber wiring in the Customer Premises as part of BSNL's FTTH deployment as per terms and conditions defined later in the EOI document to the preferred project.

2.5. Details of Cities and capacity in the zone:

BSNL Telecom Circle covered	Minimum expected Connections
Chennai Telephone District (ChTD) which includes Chennai, Kanchipuram and Tiruvallur Districts	50-100 Connections**

**** To be decided on case to case basis.**

3. Eligibility Requirement

- 3.1. The following criterion shall be met by the Bidder company who intend to participate in this EOI and only those Bidders who qualify the following conditions, need put in the proposal:
- i. The Bidder firm may be a company registered/incorporated in India under the Indian Companies Act, 1956.
 - ii. The Bidder shall have got an experience of FTTH rollout/fiber last mile provision/FTTH GPON wiring for atleast 100 FTTH connections. Self-certification with details of experience with address of places, location to be given.
 - iii. In case the bidder is not having the experience as mentioned at Para (ii) above, then the bid can be submitted through a legally bound consortium format as in the Section 7 (D) with a firm who is having experience as at Para (ii) above. In case of consortium bids, lead Bidder (lead member of Consortium) shall have experience of successful implementation of IT/Telecom/Networking/Content/Media Projects of a total value of minimum INR 1 Crore after 01-04-2015. Details along with client certificate to this effect stating value of such projects shall be submitted along with the technical bid.
- 3.2. The Bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their EoI bid. All documents submitted will also be self-attested by the Bidder.
- 3.3. In case a bidder is submitting the bid through a legally bound consortium with the partner, the bidder is required to submit the following documents pertaining to consortium member:
- (i) Attested copy of the Certificate of Incorporation for Consortium member, registered in India.
 - (ii) Board's resolution in favour of authorized signatory of consortium partner to participate in the bid as consortium.

- 3.3.1 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.
- 3.3.2 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.
- 3.3.3 No change in consortium members i.e. addition or dropping of a member shall be permitted after the submission of the bid.

4. EOI Document shall be available for downloading from our website: www.chennai.bsnl.co.in

- 4.1 (i) Payment of **Rs. 200+5% VAT**(Rupees two hundred ten only) towards EOI Document cost, which shall be non-refundable in the form of crossed demand draft, drawn on any scheduled bank, in favour of "**BSNL, Chennai Telephones**" and submitted along with Bid document.

5. **PRE bid meeting**

- 5.1. Pre-bid conference will be arranged in the O/o General Manager(EB), Harbour Telephone Exchange, III Floor, Chennai-600001 on **30/05/2017 at 15 00 hrs**
- 5.2. The prospective bidders requiring any clarification on the EOI shall notify BSNL in writing or by Fax within 3 days of the Pre-bid conference. BSNL shall compile queries received from various bidders and post its clarifications on www.chennai.bsnl.co.in within next 7 days.
- 5.3. Any clarification issued by BSNL at any time, prior to the date of submission of EOI, in response to query raised by prospective bidders or at its own initiative, shall form an integral part of the bid document and it may amount to amendment of the relevant clauses of the Bid document.
- 5.4. The amendments shall be notified in writing and uploaded on BSNL site. These amendments shall be binding on all prospective bidders.
- 5.5. In order to afford prospective bidders a reasonable time to take the amendments into account in preparing the bids, BSNL may, at its discretion, extend the deadline for the submission of bids suitably.

6. **Date & Time of Submission of EOI bid: 12/06/2017 by 15:00 Hrs**

Note 1: In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the Bidders separately.

7. Opening of EOI bids:

The EOI bids shall be opened at 16.00 hrs on 12.06.2017.

The, authorized representatives of Bidders can attend the TOE at **O/o. The General Manager(EB), 3rd floor, Harbour Telephone Exchange building, No. 7 Jaffer sarang street, Chennai-7**, where BSNL's EOI Opening Officers shall be conducting Public EoI Opening Event (TOE).

- 8.** EOI bids received after due time & date shall not be accepted.
- 9.** CGM, BSNL Chennai Telephones reserves the right to accept or reject any or all EOI bids without assigning any reason. He is not bound to accept the highest bid.

Note :

All documents submitted in the bid offer shall be preferably in English. In case the certificate viz experience, registration etc. is issued in any other language other than English, the Bidder shall attach an English translation of the same duly attested by the Bidder & the translator to be true copy in addition to the relevant certificate.

All computer generated documents shall be duly attested/ signed by the issuing organisation.

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Section- 2

EOI Information

Note: The bids will be evaluated techno-commercially and financial bids of techno-commercially compliant Bidders only shall be opened.

1	Bid Validity Period / Validity of bid Offer for acceptance by BSNL	180 days from the EOI opening date.
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1. The EOI offer shall contain two envelopes viz. Techno-commercial envelope and financial envelope which will contain one set of the following documents only :
 - a) Techno-commercial envelope shall contain –Technical bid with all relevant bid annexure of following, but not limited to, documents :
 - i. Copy of proof of payment of Cost of the EOI documents i.e. EOI fee.
 - ii. Certificate(s) showing fulfilment of the eligibility criteria(s) stated in Clause 4 of the Detailed NIT
 - iii. Power of Attorney & authorization for executing the power of attorney in accordance with clause 13.3 of section 4 part A.
 - iv. Integrity Pact (Section 7[g])
 - v. Clause by clause compliance and Profile & Questionnaire duly filled & signed (**section 8**).
 - vi. Near-relation certificate duly filled and signed (Section 6[B])
 - vii. Undertaking & declaration in Performa duly filled & signed
 - viii. Documents stated in clause 10 of Section-4 Part A.
 - ix. EOI documents duly signed for having read it & accepted it.
Bidders are required to submit the proof of payment of the cost of EOI document, Power of Attorney and Integrity Pact to BSNL offline on/before the due date and time of online opening of the EOI.
 - b) Financial envelope shall containing Financial quote/offer:
 - i) Financial along with price Schedule (Section 9 Part B).
 - ii) Bid form duly signed with all relevant bid annexure.

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SECTION- 3

SCOPE OF WORK

1 Introduction

- 1.1 BSNL envisages providing quality Broadband and high speed Bandwidth services over FTTH to the customers' door-step with in a given Residential / Business complex in the area allotted to the BIDDER (i.e. Builders/RWAs/telecom Infra providers and firms).
- 1.2 Through this EOI, BSNL shall finalize the Bidders {successful Bidder who has been awarded work is also referred hereafter as FTTH services partner (FSP), Terms "FSP" and "bidder" are also used interchangeably.} to assist BSNL in FTTH services Rollout including Customer acquisition, list mile OF cable laying, fibre/Ethernet cabling/wiring, CPE (HONT etc.)/Splitter installation, thereafter Operational & Maintenance of BSNL FTTH services at the premises of BSNL's customers on Revenue Share Basis. Such BSNL's Customers Residential / Business complex is also referred as **the Project** in this document.
- 1.3 All the BB & voice services over FTTH to the subscribers shall be provided under the brand name of BSNL. These FTTH Customers shall be owned by BSNL. Invoicing to these customers and revenue collection shall also be done by BSNL.
- 1.4 BSNL would provide backbone connectivity and provide and lay OF cable up to the entry point/campus gate. Thereafter FSP shall be responsible for supply and installation of all items including but not limited to lead-in OF cable, Ethernet cable/customer end wiring and all related iron materials and fixtures etc at their own cost.
- 1.5 The customer premises equipment and wiring so installed by the BIDDER shall upon installation become an integral part of the basic telecom and broadband network and that the Services so provided by BSNL. The provision of such equipment would be within the purview of the services as defined under the terms and meanings assigned to them by DOT, TRAI and/or any other government/statutory body so legislated from time to time.
- 1.6 During the tenure of the contract the BSNL equipment and network for the project would be under maintenance custody of the BIDDER and the BIDDER would take enough care for safeguard of the equipment.
- 1.7 The FTTH equipment shall be used to provide all the services that the BSNL may choose to offer to the customers including but not limited to Basic Telephony, National & International Calling Services, Broadband Internet Access, Leased Line and Value Added Services that may be offered by BSNL on its own or through VAS providers.

2 Bidder's Role and responsibility

- 2.1 Bidder shall pro-actively market the BB and other services over FTTH, educating the customer on the usage / benefits of the service, tariff plans etc. Bidder shall identify the potential buildings for the services and may also undertake the work in the anticipation of the demand.
- 2.2 In this case Builders/RWAs/TIPs shall be responsible for Supply, Deploy, Own, operate and maintain RF Equipment, LAN Switches and all the Telecom Network infrastructure beyond their equipment up-to customer's premises. Space & Power shall also be arranged by Builders/RWAs/TIPs for installation of LAN Switches.
- 2.3 The Compatible customer premises equipment (CPE) shall also be supplied by Builders/RWAs/TIPs to the customers directly and cost towards this shall not be considered for revenue share purpose. Any further post sale obligation in respect of CPE shall rest with Builders/RWAs/TIPs and not with BSNL.
- 2.4 BSNL shall extend the bandwidth connectivity up-to LAN Switches free of Cost subject to Tech no- Commercial viability, Hence LAN Switches shall be installed by Builders/RWAs/TIPs with mutual consultation with BSNL.
- 2.5 Builders/RWAs/TIPs shall follow all the guidelines / ruIes /regulations of Govt. of India/DOT including TRAI Parameters.
- 2.6 Shareable revenue is payable after deducting any expenditure incurred by BSNL towards service related statutory levis.
- 2.7 The Bidder shall carry-out formalities for Customer acquisition, assisting customers in filling up of CAF (customer acquisition form), and subscription of BSNL services by residents in a pro-active manner. The FSP shall carryout required co-ordination with BSNL commercial / booking offices for completion of commercial formalities.
- 2.8 **Network deployment and provide last mile connectivity to the customer premises:**
 - 2.8.1 Bidder shall plan the FTTH architecture for a given project/ customer premises for deployment.
 - 2.8.2 The Bidder shall deploy the FTTH equipment including customer Premise Equipment viz. CPE Modem, ONT etc. & the Lead-in Fibre cable network including drop fibre etc. within the customer premises/complex at its own cost. BSNL shall be responsible for laying & making the optical fibre available up to the lead-in point (entry gate) of the campus/complex/societies/apartment gate or any other point inside the campus as per the design of premise by the builder. FSP from there onwards (i.e. with in campus/building/office complex/market complex) shall be required to provide and lay lead-in last fibre (OF)/drop fibre cable, Installation of Splitters, extension of fiber from the Splitter, carrying out internal fibre wiring in the complex/Customer Premises, protection material and all related accessories, at its own cost.

- 2.8.3 For the deployment of the FTTH network if any additional materials / fitments are required like runway, pipes, supporting structure, terminations etc., any other items that are not covered in BSNL standard supply, same shall be procured by the Bidder at its own cost and complete the deployment.
- 2.8.4 The FSP shall install suitable splitters, customer premises equipment, fibre, and Ethernet cable at its own cost and also carry out of the customer end fibre/Ethernet cable wiring in the building / apartment/residence of the customers/offices etc. including its operation and maintenance including supply of material at their cost. FSP is also at liberty to procure and install the Multi Dwelling Units (MDU) and provide FTTH services on Ethernet cable/Copper wiring beyond MDU depending on the site requirements.
- 2.8.5 The FSP shall be responsible for the installation and configuration of the FTTH's Customer Premise Equipment (CPE) called as HONT.
- 2.8.6 BSNL officials shall coordinate with the FSP to energize the service for the customer.
- 2.8.7 Any Testing equipment, Computers etc., brought by the bidder for carrying out maintenance works would remain under ownership of the bidder.
- 2.8.8 FSP shall provide relevant literature, drawings, etc for the FTTH network deployed, as required to BSNL.
- 2.8.9 THE BIDDER shall comply with all applicable laws, byelaws, rules, regulations, orders, directions, and notifications etc as per Law of the land and of Government / court / tribunals.
- 2.9 **Operation & Maintenance of FTTH services in customer premises:**
- 2.9.1 FSP shall be responsible to operate and maintain the FTTH network including end-equipment and the customer last-mile (that is provisioned by FSP).
- 2.9.2 The FSP shall deploy their sufficient trained personnel such that the customer needs/ complaints, faults etc. are resolved expeditiously in compliance with the maintenance philosophy by BSNL.
- 2.9.3 FSP shall be responsible for day to day operations of FTTH services within the Project. FSP would attend the problems / complaints of the customer within the time frame as mentioned in this agreement. The committed service Quality levels as defined later would be maintained by FSP.
- 2.9.4 FSP shall at its cost provide resources for monitoring the FTTH equipment and customer lines at the project site on need basis.
- 2.9.5 Bidder would stock sufficient maintenance spares including those that are to be allotted on part of BSNL at its safe custody for attending to the faults expeditiously.
- 2.9.6 All expenditure required for maintenance and operation, including the customer premises fault attending, etc. shall be made by THE BIDDER.
- 2.9.7 Bidder shall comply with all labour laws i.e. PF/ EPF, Industrial Disputes etc for the person engaged by the BIDDER for installation, operation and maintenance of FTTH

network at BSNL's customers' premises and BSNL shall not be liable for any disputes/claims arising out of that.

3 BSNL's Role & Responsibilities

- 3.1 BSNL shall provide backbone connectivity and OF cable up to the gate/entry point of campus/complex/society or any other point inside the campus as per the design of premise by the bidder (i.e. Builders/RWAs/telecom Infra providers and firms) at BSNL cost subject to Techno-Commercial Viability.
- 3.2 BSNL shall provide the connectivity to its Telecom network infrastructure comprising of Basic, Cellular, ISP, NLD & ILD, Leased line services at BSNL cost.
- 3.3 Fixation of Tariff applicable to Customers for services over FTTH rest with BSNL.
- 3.4 All customers desiring services over FTTH services at their sites, on receipt of CAF collected by the bidder, shall be registered at office of BSNL.
- 3.5 Billing/Invoicing for the services availed by the customers shall be done by BSNL by FSP.

4 Marketing

- 4.1 THE BIDDER shall conduct door-to-door marketing campaign with in the Project premises for enrolment of customers to FTTH service. THE BIDDER shall deploy qualified personnel having ability to carry out such marketing campaigns.
- 4.2 BSNL will also promote (but not obliged) the Services as part of its regular advertising campaigns.
- 4.3 THE BIDDER shall market/promote the Services at its own cost under the brand name of BSNL. The expenses for the promotion campaign shall be borne by the Bidder. Such promotion of Services will clearly mention the brand name of BSNL.

5 Areas of Operation & Service to be offered to the customers of BSNL

- 5.1 The area of operation under this agreement would be various Residential, Business/commercial complexes/individual business and residential establishments in various locations of Chennai/Tiruvallur SSA/Kancheepuram SSAs of ChTD, where FTTH equipment is allotted for deployment.
- 5.2 The Services that shall be offered to BSNL customers through the FTTH equipment so installed at customer premises shall include but not be limited to:
 - a. Basic Telephone service for Voice Connectivity
 - b. Broadband Data Connectivity & Internet Access through FTTH-CPE
 - c. Value Added Services (VAS) – like IPTV, VoIP, Voice Mail, Audio, Video-Conferencing being offered through other VAS partners.
- 5.2.1 The above Services portfolio likely to be continuously updated to include latest services in line with the customers' preferences, market demands and in accordance with BSNL requirements, from time to time.

6 Compliance to all Applicable Law

- 6.1 Bidder (FSP) shall also comply with all other Govt. of India act and laws that are applicable to the work contained in this EOI

7 Duration of the contract period

- 7.1 Duration of contract is 4 years from the date of award of work. After 4 years also, the contract can be extended on year-on-year basis at the liberty of BSNL on mutually negotiated terms and conditions including commercials.

8 Confidentiality:

- 8.1 The Bidder shall take adequate and timely measures to ensure that information provided through it as part of this contract/agreement shall be kept confidential, secured and protected and shall not be divulged to any unauthorized person/ firm.
- 8.2 Bidders shall treat all documents / data / software or part of them, which BSNL may provide or Bidder shall access, as strictly confidential and maintain secrecy for the same.
- 8.3 The Bidder shall maintain full confidentiality of the data supplied by BSNL. Under no circumstances the Bidder shall divulge/reveal/share such data for the purpose other than for meeting BSNL's requirement. Any violation of this confidentiality clause may result in suitable penalty and /or termination of the contract, forfeiture of SD/ encashment of PBG. BSNL shall reserve the right to black-list the Bidder on all India bases. The decision of BSNL shall be final in this regard and binding on Bidder.
- 8.4 Bidder shall not publish, disclose any information about, make available or otherwise dispose of the document / data / software or any part or parts thereof to any third party, directly or indirectly without prior written consent of BSNL.
- 8.5 Bidder shall restrict access to the documents/data/software only to those of their employees to whom it will be felt necessary and relevant for the contact center operations and shall draw the provision of this commitment to BSNL made by the Bidder, to the personal attention of those of its employees to whom access to the document/data/software will be granted.
- 8.6 BSNL may terminate the contract, in case confidentiality as above is not maintained by the Bidder.

1. Documentation

The documentation, consisting of the following shall be prepared for the FTTH GPON deployment done within a Project.

1.1. Route Index Diagrams - General: This diagram shall consist of Cable Route Details on Geographical Map drawn to scale with prominent land marks and alignment of cable with reference to road. This diagram clearly depicts the **GPON architecture** used within the project. This shall be prepared on A-3 sheet.

1.2. Route Index Diagram - Profile: These diagrams will contain Make and size of the feeder OF cable This contains:

- (i) **Two Point Offset** of cable i.e., One from centre of the road and one from the nearest wall / fixed structure, each taken at every 10 meters;
- (ii) Depth profile of Cable at every 10 meter for the length where it is laid underground.
- (iii) Details of protection with type of protection depicted on it;
- (iv) Location of joints and pulling manholes with **Three Point Offset** i.e., from nearest permanent structures taken in different directions.
- (v) These diagrams shall be prepared A-4 sheets. On one sheet profile of maximum 200 meters shall be given to ensure clarity.

1.3. Joint Location Diagram : This diagram will show:

- (i) Geographical location of all the joints.
- (ii) Location of joints manholes with **Three Point Offset** i.e., from nearest permanent structures taken in different directions.
- (iii) Depth of joint chamber covers from ground level.
- (iv) Type of chamber (Brick/Pre-cast)
- (v) Length of O.F. cable kept inside the joint chamber from either direction.

1.4. GPON Index Diagram - Profile:

(i) These diagrams would contain the detailed layout of GPON network within the project premises. The scalar diagram would indicate the Splitter location and their connectivity to the common point within the project.

(ii) The GPON detailed diagram would show the connectivity carried out from Splitter to further Second-level splitter / Customer premises. It comprises of

- a. **Two Point Offset** of cable i.e., One from centre of the road / wall corner and one from the nearest wall / fixed structure, each taken at every 10 meters;
- b. Depth profile of Cable at every 10 meter for the length where it is laid underground.
- c. Details of protection with type of protection depicted on it;
- d. Location of branching joints and pulling manholes with Three Point Offset i.e., from nearest permanent structures taken in different directions.
- e. The Termination details at splitter end.

1.5. GPON Connection Details

(i) FSP shall make the full termination details of GPON network within the project. The details are to be made diagrammatically such that any customer can be traced back

to OLT port via Level-2 Splitter Port and Level-1 Splitter Port.

- (ii) The customer wise termination details may be kept as a spread sheet for easy identification and further appending to a centralized data base.
- 1.6. These diagrams shall be prepared A-4 sheets. On one sheet profile of maximum 200 meters shall be given to ensure clarity.
- 1.7. All the above mentioned documentation shall bear the signatures of the FSP, the BSNL Engineer-in-charge as a proof of accuracy of the details. The diagrams shall be bound in A-4 size book with cover. The cover sheet shall be of 110 GSM and laminated. The front cover shall have the following details.
- (i) Name of the Project
 - (ii) Name of the OLT Link
 - (iii) Name of the FSP
 - (iv) Date of completion of work
- 1.8. Two sets of the above documentation need to be prepared for submission to BSNL. In addition FSP needs to maintain a copy at the site for day to day fault rectification.

Annexure - II
Provisioning & Maintenance Philosophy

1. Introduction:

- 1.1. The FTTH services are targeted for premium class high ARPU customers who seek good quality of services and superior uptimes. These customers are at the fore-front in adopting new technologies; hence their appetite for better bandwidths is higher. Today professionals are connected on internet, and they perform significant of their activities / work on the internet.
- 1.2. The customers of such class demand always-on service and good customer facilitation from the Service provider. To offer such services, BSNL is using the EOI to select FSPs for operation and maintenance of FTTH service on revenue share basis.

2. Marketing of Services

- 2.1. The FSP shall carry out door to door campaigning with the customers for subscription for FTTH services. Customer need to be explained about the benefits of the FTTH based voice and broadband service. The customer segment targeted for FTTH services are active customers hence their time is precious. FSP need to meet the customer at his / her convenient time for booking of the services.
- 2.2. Awareness generation is an important element of marketing the service. FSP need to explain the customer about benefits of FTTH and various applications that can work on it. Customer need to be apprised of new services that would help his day to day work, offer education and entertainment.
- 2.3. FSP needs to help customer in making informed decision on plan selection. The benefits of Higher speed plans vis-à-vis customer needs to be analyzed and explained so that customer appreciates the value they derives. With proper canvassing and counseling FSP can aim for up selling the services. It may be ensured that customer is made aware of all the tariff plans BSNL offers, educate the customers on superior features & advantages of BSNL's plan vis-à-vis competitors plans and also accept booking of any plan he prefers.
- 2.4. FSP can explore innovative ideas like conducting camps on weekend, demonstration of high end services etc., to the occupants of the project and give them live, visual experience of the services and end applications.

3. Order Fulfillment

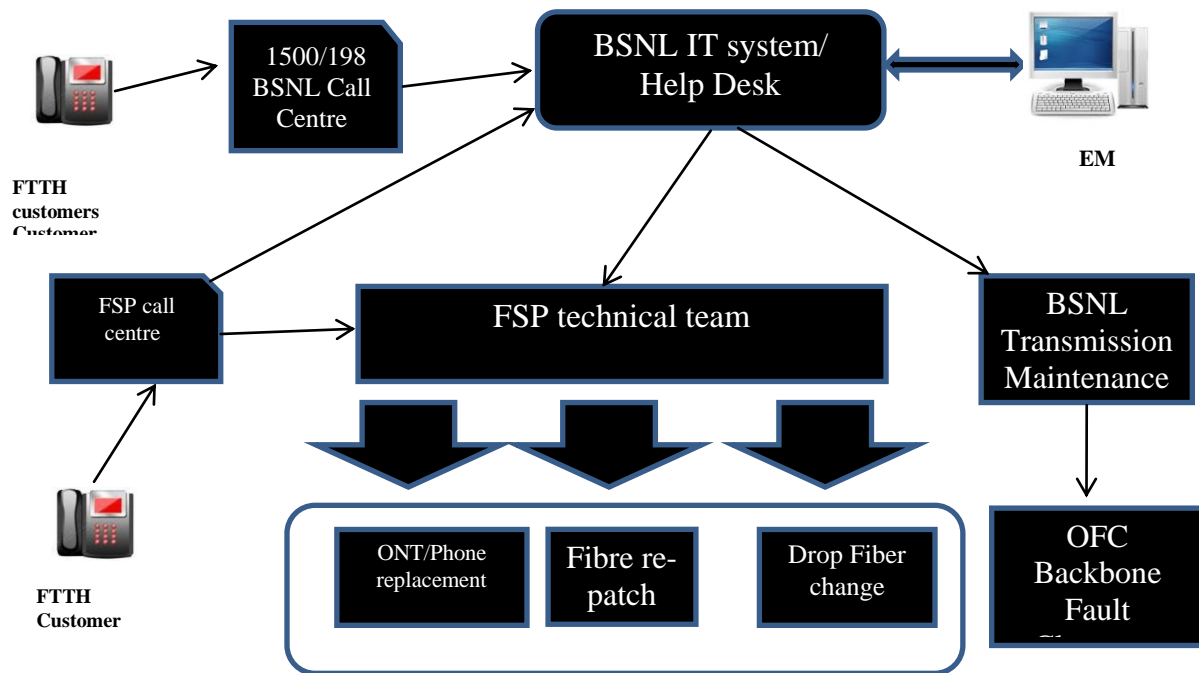
- 3.1. The occupancy in green field apartments would be incremental and would take couple of months to reach significant numbers. The FSP needs to ensure that right from the beginning of the first occupation, the customer booking is done and FTTH services are offered to the customers. For this purpose the FSP need to maintain cordial relation with the Builder / Maintenance agency / Association so that the prospective occupants list is known a week ahead of actual occupation.
- 3.2. FSP need to terminate the drop fiber at customer premises in the location of his choice and install the ONT along with Power pack. The ONT preferably to be fixed firmly on the wall so that it is not disturbed on day to day basis.
- 3.3. For handling the order provisioning, complaint attending and for testing it is necessary that FSP personnel deployed at the site needs to have Laptop with Data-

card facility, the personnel also to be provided with mobile phone for contact. FSP needs to login to BSNL Order booking system via internet and feed the ONT serial number, customer details in BSNL Order booking system.

- 3.4. The telephone number allotment, broadband creation etc., would be shown in the Order booking system which FSP needs to monitor and update accordingly.
- 3.5. In the event customer has opted for any value added service like IPTV, Games on Demand etc., FSP may also inform and co-ordinate with BSNL/concerned content providers for service provision.

4. Fault Reporting Mechanism:

- 4.1. The FTTH lines need to maintained very high uptime. FSP need to resolve any problem / complaint related within the project within short time so that customer delight is maintained.
- 4.2. As shown in the diagram the FRS system functionality is explained.
- 4.3. FTTH customer can call the complaint number 1500/198 or any other number which BSNL allots for FTTH service. The calls received are booked in the BSNL IT system. Further testing of these faults is carried out at Help desk to segregate the fault.



Fault Reporting System

- 4.4. BSNL Help desk would carry out testing using the EMS to segregate the fault. If fault is found in the backbone network concerned BSNL transmission maintenance

team would be informed. In case fault is found to be within the Apartment/Campus/Complex/customer premises, or customer complaint is specific to service / performance issue, the fault would be assigned to the FSP with time stamp of making over of fault to FSP.

- 4.5. FSP shall also maintain a call centre (which need not be exclusive to BSNL) wherein customers may also report the complaint. Call center of FSP also shall input the complaint into BSNL FRS IT system and attend the fault pro-actively, if the same is in FSP lead-in cable/customer premises or due to reasons within the control of FSP. All complaints received by FSP directly needs to be logged in BSNL FRS system necessarily.
- 4.6. All the complaints received either directly or made-over through BSNL system need to be cleared within the stipulated time period as given in the document. Any delays in clearance would invite penalties.
- 4.7. FSP will keep a record of number of faults and rectification reports in respect of the service, which will be produced before BSNL as and when and in whatever form desired.
- 4.8. The number of personnel required to operate & maintain the FTTH services as per SLA is to be decided by the FSP, however, it is suggested that FSP may deploy his personnel and man the complexes where number of apartments / residences are about 500 or more.
- 4.9. FSP need to equip his personnel with required tools, testers etc., so that they would carry out the work within stipulated timelines in professional manner.
- 4.10. FSP need to maintain buffer stock of spares like ONT, Power Pack, Telephone Instruments, Drop fiber etc., with him so that fault are cleared faster. For BSNL supplied items, the permissible spare quantity would be decided by BSNL in consultation with FSP from time to time.
- 4.11. The faulty items along with fault description need to be exchanged with BSNL official on monthly basis

5. Work-day and Working hours

- 5.1. Work Day: All seven days of a week (including Sunday) would be considered as work day, All days of the year including National Holidays would be considered as work day.

Work Hours: The normal work hours would be considered as 8 AM to 10 PM.

SECTION – 4 PART A

GENERAL INSTRUCTION TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS:

- (a) **"The Bidder"** means the individual or firm (i.e., Builders /RWAs / Telecom Infra providers and firms) who participates in this EOI and submits its bid. Bidder has also been referred as supplier at some places in this EOI document.
- (b) **"Contract Agreement"** means agreement between BSNL and Bidder.
- (c) **"FSP"** means "FTTH Services Partner" and is successful Bidder who has been awarded the work.
- (d) **"Telecom Service Provider"** means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators.
- (e) **"The Advance Work Order"** means intention of BSNL to please Work Order on the Bidder.
- (f) **"The Work Order"** means the order placed by the BSNL on the Bidder signed by the BSNL including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as **"Contract"** appearing in the document.
- (g) CPE means Customer Premise Equipment, consisting of FTTH / xDSL modem, Splitter or any other equipment installed at customer's premises for enabling Broadband access.
- (h) DOT means the Department of Telecommunications.
- (i) Party or parties: BSNL, Bidder company, are referred to as 'Party'.
- (j) SSA: SSA means Secondary Switching Area as defined by BSNL.
- (k) Tariff means Charges payable by the subscriber for the service provided.
- (l) Telecom Circle means the geographical area of the BSNL circle providing the Basic Telecommunication Services as defined by BSNL.
- (m) FTTH equipment: ONTs, Splitters, Power back up and all other customers end accessories.
- (n) TRAI means Telecom Regulatory Authority of India established under the TRAI Act, 1997

2. ELIGIBILITY CRITERIA: Kindly refer to Clause 3 of Detailed NIT (Section 1).

3. COST OF BIDDING

3.1. The Bidder shall bear all costs associated with the preparation and submission of the bid. BSNL will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. THE BID DOCUMENTS

4. DOCUMENTS REQUIRED

4.1. The service and setup required from the Bidder, bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.

4.2. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

5. CLARIFICATION OF BID DOCUMENTS

5.1. A prospective Bidder, requiring any clarification on the Bid Documents shall submit his queries through the BSNL in writing and by Email to the BSNL's mailing address indicated in the invitation of Bid. Copies of the query (without identifying the source) and clarifications by the BSNL shall be uploaded as Clarifications to the concerned EOI on BSNL C.O. website & on ETS portal, as addenda, for all the prospective Bidders who have downloaded the official copy of EOI documents from ETS portal.

5.2. Any clarification issued by BSNL in response to query raised by prospective Bidders shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the bid documents.

5.3. The format in which the clarifications are to be sent via FAX / E-mail (**in MS-Excel sheets only**) is

S. No.	Section	Clause No.	Ref Page No in Bid	Brief Description of the clause	Query/ Comments of Bidder

6. AMENDMENT OF BID DOCUMENTS

6.1. At any time, prior to the date of submission of Bids, BSNL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by amendments.

- 6.2. The amendments shall be notified in writing through E-EoIing portal to all prospective Bidders on the address intimated at the time of purchase of the bid document from BSNL and these amendments will be binding on them.
- 6.3. In order to afford prospective Bidders a reasonable time (min 7 days) to take the amendment into account in preparing their bids, BSNL may, at its discretion, extend the deadline for the submission of bids suitably.

C PREPARATION OF BIDS

7. DOCUMENTS COMPRISING THE BID

The bid prepared by the Bidder shall ensure availability of the following components:

- (a) Documentary evidence establishing that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 4 of section 1 & clause 10 of section 4 part A.
- (b) Bid Security furnished in accordance with clause 12.
- (c) A Clause by Clause compliance as per clause 11
- (d) A Bid form and price schedule completed in accordance with clause 9.

8. BID FORM

The Bidder shall complete the bid form and appropriate price schedule furnished in the bid document.

9. Financial Proposal

- 9.1 The Firm shall submit the financial bid as per format in Section 9-Part B.
- 9.2 The Financial offer should be strictly in the format as at Section 9 (B) and any variation may render the offer invalid.
- 9.3 Minimum revenue share to be quoted by FSP for offering to BSNL is 60%. For leased line and value added services (VAS, which are being offered by BSNL in partnership with other VAS providers) TIP shall get a revenue share equal to 20% of his agreed share of revenue for Voice & Broadband services (net of all statutory taxes and levies like License Fee, service Tax etc.) in respective agreement.
- 9.4 The revenue share % should be limited to 2 decimal points only. Any figure after 2 decimal points shall be ignored for all purpose.
- 9.5 In case of variation between rate mentioned in figures & words, the amount in words shall prevail.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

10.1. Company is required to furnish the following documents in additions to other required documents as per EOI document:

- i) Power of Attorney & authorization for executing the power of Attorney as per clause 13.3.
- ii) Undertaking duly signed by front bidder and its technology/ consortium partner stating that both of them shall be liable for due performance of the contract jointly and severally as per Section 7(D).

10.2. Documentary evidence for financial and technical capability

- (a) The bidder shall furnish audited Annual Report and /or a certificate from its bankers to assess its solvency/financial capability.
- (b) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.

11. DOCUMENTS ESTABLISHING GOODS' CONFORMITY TO BID DOCUMENTS

11.1. Pursuant to clause 7, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all goods and services which he proposes to supply under the contract.

11.2. Bidder is required to furnish a Clause-by-clause compliance demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions of the EOI. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the section 1, 2, 3, 4 & 5 shall not be considered.

12. PERIOD OF VALIDITY OF BIDS

12.1. Bid shall remain valid for period specified in clause 2 of EOI information (Section 2) from the date of opening of bids prescribed by the BSNL.

13. FORMAT AND SIGNING OF BID

13.1. The bidder shall submit his bid, complying all eligibility conditions, other terms and conditions of EoI document to be read along with the clarifications and amendments issued in this respect.

13.2. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

13.3. Power of attorney –

- (i) The Power of Attorney shall be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states(s) and the same be attested by a Notary public **or** registered before Sub-Registrar of the states(s) concerned.
- (ii) The Power of Attorney be executed by a person who has been authorized by the Board of Directors of the Bidder in this regard, on behalf of the Company/Institution/Body Corporate.
- (iii) In case of the Bidder being a firm, the said Power of Attorney shall be executed by all the Bidder(s) in favour of the said Attorney.
- (iv) Attestation of the specimen signatures of such authorized signatory of the bid by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

D. SUBMISSION OF BIDS

14. SEALING AND MARKING OF BIDS:

The bid shall be submitted using single stage bidding and Two Envelope methodology under each package.

- 14.1. The first envelope (Techno-commercial bid): This envelope shall contain documents of bidders satisfying the eligibility / Technical & commercial conditions requirements. Second envelope will be named as financial bid containing price Schedule as per section 9.

15. Venue of EOI Opening: Specified in Clause 7 of DNIT (Section 1).

- 15.1. Bids must be submitted by the Bidders as per instructions in Section 4 Part A not later than the specified date & time indicated in the covering letter.
- 15.2. The BSNL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 of Section 1 in which case all rights and obligations of the Leaser and Bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.

16. LATE BIDS

- 16.1. No bid shall be accepted after the due date/time and such bids received belatedly will summarily be rejected

17. MODIFICATION AND WITHDRAWAL OF BIDS

- 17.1. The Bidder cannot modify, revise or withdraw his bid once submitted. If a bid is withdrawn, the same shall be archived

- 17.2. No bid shall be allowed for modification subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION

18. OPENING OF BIDS

- 18.1. The BSNL shall open bids. The Bidder's authorized representatives who chose to attend offline at time specified in Clause 7 of DNIT (Section-1) on due date may also attend. The Bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the Bidders before they are allowed to participate in bid opening (A Format is given in **Section 7(C)**).
- 18.2. A maximum of two representatives of any Bidder shall be authorized and permitted to attend the bid opening.
- 18.3. The Bidder's names, Bid prices, modifications, bid withdrawals and such other details as the BSNL, at its discretion, may consider appropriate will be made available online at the time of opening.
- 18.4. The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

19. CLARIFICATION OF BIDS

- 19.1. To assist in the examination, evaluation and comparison of bids, the BSNL may, at its discretion ask the Bidder for the clarification of its bid. The request for the clarification and the response shall be in on line or writing. However, no post bid clarification at the initiative of the Bidder shall be entertained.
- 19.2. If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid is liable to be rejected without entertaining further correspondence in this regard.

20. EVALUATION

- 20.1. In the first stage of evaluation, BSNL (referred as purchaser also) shall evaluate the proposals to determine whether they are complete and whether the documents have been properly signed and whether the proposals are generally in order.
- 20.2. BSNL shall determine the substantive responsiveness of each of the technical and commercial proposals to the requirements of the EOI document. A substantively responsive proposal is one which conforms to all technical specifications and

commercial terms and conditions of the EOI document without material deviation/exceptions. The BSNL's determination of proposal's responsiveness shall be based on the contents of the proposal itself without recourse to extrinsic evidence.

- 20.3. A bid, determined as substantially non-responsive will be rejected by the BSNL and shall not after the bid opening be made responsive by the Bidder by correction of the non-conformity.
- 20.4. The BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice the establishment of techno-commercial parity among the proposals.
- 20.5. During the evaluation, BSNL at its discretion may call upon the Bidder to give a techno-commercial presentation of its offer, to explain the solution offered its capability to undertake the project and to respond to any question from BSNL.
- 20.6. The financial proposals of only those Bidders, whose techno-commercial proposals have been determined as substantively responsive, shall be opened.
- 20.7. The EOI will be evaluated as per revenue share % (up to two decimal points) quoted by the Bidder for offering to BSNL.

Business Model	Builders/RWAs/TIPs responsible for Supply, Deploy, Own, Operate & Maintain the RF Equipment, LAN Switches and all the Telecom Network infrastructure from their Equipment up-to customer's premises.	
Revenue share %*	To BSNL (Minimum) 60%	To Builders/ RWAs/TIPs (Maximum) 40%

*** Revenue share payable is net off all statutory levies like License fee, Service Tax etc.**

20.8: Fixed onetime acquisition charges of Rs.200/- per connection (for BB) and Rs.100/- for (Voice only) shall be given per customer basis for the cases where the customer is acquired by the builder/RWA/TIP for BSNL. However, payment will be made after made after the payment of the first bill by the customer.

21. CONTACTING THE BSNL

- 21.1. Subject to Clause 19, no Bidder shall try to influence the BSNL on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 21.2. Any effort by a Bidder to modify his bid or influence the BSNL in the Leaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

F AWARD OF CONTRACT

22. PLACEMENT OF ORDER

- 22.1. After evaluation of financial proposals (bids), BSNL shall prepare a separate list of Bidders arranged in decreasing order of % revenue share offered to BSNL.

23. BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The BSNL 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 Leaser's action.

24. ISSUE OF ADVANCE PURCHASE ORDER/Advance Work Order

- 24.1. The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into contract with the bidder.
- 24.2. The bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance security in conformity with the proforma provided with the bid document at Section-7B.

25. SIGNING OF CONTRACT

- 25.1. The issue of WO (Work Order) shall constitute the award of contract on the Bidder.
- 25.2. Upon the successful selection, Bidder furnish performance security Bank Guarantee.

26. ANNULMENT OF AWARD

- 26.1. Failure of the successful Bidder to comply with the requirement of clause 24 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the BSNL may make the award to any other Bidder at the discretion of the Leaser or call for new bids.
- 26.2. Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 28 of Section 4 Part A , 12.1 of Section- 4 Part A and Clause 4 of Section 1, though, the Bidder company is given opportunity to explain their position, however if the person representing the Bidder company is not satisfied with the decision of the Bid opening team, he / they can submit the representation to the Bid opening team immediately but in no case after closing of the EOI process with full justification quoting specifically the violation of EOI condition if any.
- 26.3. Bid opening team will not return the bids submitted by the Bidders on the date of EOI opening even if it is liable for rejection and will archive the bids unopened in the ETS Portal.

27. BSNL reserves the right to bar the bidder from participating in future tenders/EOIs/RFPs of BSNL for a period of two years in case he fails to honour its bid without sufficient grounds.

28. Near Relationship certificate –

28.1. The Bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the EOI.

In case of proprietorship firm, certificate will be given by the proprietor.

For partnership firm, certificate will be given by all the partners.

In case of Limited Company, certificate will be given by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central.

Due to any breach of these conditions by the company or firm or any other person the EoI will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

28.2. The company or firm or the person will also be debarred for further participation in the concerned unit.

28.3. 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).

28.4. Please refer to the Performa enclosed in **Section 6(B)**.

29. VERIFICATION OF DOCUMENTS AND CERTIFICATES

The Bidder will verify the genuineness and correctness of all documents and certificates, including experience/performance certificates, issued either by the Bidder or any other firm / associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the Bidder.

As per requirement of the EOI's conditions, if any document / paper / certificate submitted by the participant Bidder is found to be false / fabricated / tempered / manipulated at any stage during bid evaluation or award of contract, then the bid security (EMBG) of the Bidder would be forfeited and the Bidder would be disqualified from the EOI. Action would also be taken for banning of business dealing with the defaulting firm. In case contract has already awarded to the Bidder, then PBG would be forfeited and the contract would be rescind / annulled and BSNL would be at liberty to procure the ordered goods and services from any other source at the risk and cost of the defaulting Bidder. Action would also be taken for banning business dealing with the defaulting firm.

To obviate any possibility of doubt and dispute and maintain veracity of the documents / papers / certificates, the documents conforming to eligibility part along with EMBG (bid security) of requisite amount will be submitted by the participant Bidder duly authenticated by the authorized signatory and will be checked at the time of EOI opening. This bid part (already digitally signed by the authorized representative of the Bidder Company during bid submission) will be digitally signed by the in charge of the EOI opening team and will be kept preserved along with the bid submitted online. In case of any dispute these papers will be treated as authentic one”.

AGM (EB-I)

SECTION 5 PART A

General Commercial Conditions of Contract.

1. INTELLECTUAL PROPERTY RIGHTS/ COPYRIGHTS/Patent rights

The services to be offered to the customers under this agreement shall be provided under the brand name of BSNL. However, the FSP shall be solely responsible for the Intellectual Property Rights/ copyright and lawfulness of the services offered on part of FSP and compliance to all applicable rules and laws of Govt. applicable from time to time. FSP shall indemnify BSNL for the same. Under no circumstances, BSNL shall have the responsibility for any liability arising on account of the same. The bidder shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in Indian Telecom Network

2. Performance Bank Guarantee (PBG)

- 2.1. **Successful Bidders shall furnish a Performance Bank Guarantee (PBG) of INR One lakh with an initial validity period of minimum 4.5 years. The PBG shall be extended for 3 years beyond 4.5 years well in time.** The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the form provided in section 7 (B) of this Bid Document.
- 2.2. In case a bid is submitted by bidder in consortium, Consortium partner shall also have to furnish separate Performance Bank Guarantees (PBGs), for an amount equal to 50% of the value of Performance Bank Guarantee (PBG) submitted by the lead bidder, as mentioned in the table above, with the same validity period.
- 2.3. **Performance guarantee shall be initially valid for a minimum period of 4.5 years to be extended for 3 years beyond 4.5 years.** For extension of contract beyond 4.5 years, PBG shall have to be renewed accordingly.
- 2.4. The proceeds of Performance Bank guarantee shall be payable to BSNL as compensation for any loss resulting from the Bidder's failure to compete its obligation under the contract. BSNL shall en-cash the PBG in the event of breach or failure to perform/meet the obligations on the part of Bidder/Lead Bidder without prejudice any rights/remedies available to BSNL.
- 2.5. The Bidder shall ensure that performance bank guarantee (PBG) is send to the BSNL directly by the issuing bank under Registered Post (A.D). In exceptional circumstances where the PBG is submitted by the Bidder to the BSNL, the Bidder shall ensure that an unstamped duplicate copy of the PBG is sent immediately by the bank direct to BSNL by Registered Post (A.D).

3. Penalty

- 3.1. **Penalties against service failures / delays in fault restoration:** The following penalties shall be levied on the FSP (FTTH services partner) for delay in failure/ disruption of the services offered and also delay in fault restoration. These penalties shall be applicable only if the delay, failure / disruption is due to the fault within the Project premises which is under O&M scope of FSP. FSP shall not be penalized if the failure is due to external plant, cable cut, etc in BSNL portion. The penalties shall be calculated by the designated BSNL office on a monthly basis.

(i) Penalty for delay in restoration of Bulk Faults

S. No.	Nature of fault	Penalty Amount
1	Non - availability of FTTH services	
	24 hours from reporting of fault	No penalty
	Beyond 24 hours	Rs.20/-per connection per day

- 3.1.1. Settlement of penalty for (i), above shall be done on monthly basis.
3.1.2. Reasons beyond the control of FSP such as customer premises closed etc. shall be given due consideration while imposing penalties

4. PAYMENT TERMS (Revenue Collection and Sharing) –

- 4.1. All services over FTTH shall be offered by BSNL in the brand name of BSNL and accordingly BSNL shall raise the invoices for services availed by customers. FSP shall not charge the Subscriber directly for any service being delivered by BSNL over FTTH.
- 4.2. BSNL shall collect the revenue from subscribers through various channels. Normally, the FTTH bills will be sent through post/e-mail. FSP may also be required to deliver FTTH bills to the customers where the FSP is responsible for rollout. This will be done only if BSNL deems it necessary to use the services of FSP for this purpose. However, the FSP will take all steps to assist the BSNL in collecting the amount due from the customer. There will be no separate charges payable by BSNL for these services.
- 4.3. **Revenue share is applicable on the overall realized revenue (including FMC & usage) net off all statutory levies like License fee, Service Tax etc..** Revenue share payment shall be done by BSNL to FSP on monthly basis as mentioned above on the FTTH connections provisioned and maintained by FSP.
- 4.4. CHTD shall release the payment for works in the circle. FSP shall submit invoices by 5th of the month following the end of the quarter, for the services rendered in

CHTD in the preceding calendar quarter, to the officer nominated by BSNL.

- 4.5. FTTH connection provided by FSP shall be identified separately and revenue from such numbers shall be applicable for revenue sharing. It shall be identified by 7th of the month following the end of the month either by IT system or manually. CHTD shall ensure that due payments are released as far as possible by the end of the month following the quarter. Since the payment will be regulated under Section 5 Part A Para 4, the payment in the last month of financial year will be made taking into account the productivity for the whole year. Overpayment if any, will be adjusted in future payments.
- 4.6. BSNL shall not pay any revenue share out of security deposit/ other one-time charges received from the customers.
- 4.7. All applicable taxes and various Government levies, License fee (if any) shall be deducted first from the revenues realized on account of services availed over FTTH by the customers.
- 4.8. As part of BSNL comprehensive offering to a project, BSNL may provide few rent-free telephone lines, few Smart PCO lines, install signal boosters etc., These services needs provision of FTTH line along with ONT. FSP shall install and provision such line request. It may be noted that **there will not be any revenue share** payments to FSP on such facilities.
- 4.9. Rebates and compensation given by courts due to service deficiency, if any, to the customers shall be deducted from the gross revenue before the Revenue Share of FSP is calculated.
- 4.10. Any discrepancy found in the revenue share settlement shall be mutually discussed and resolved. Balance of payments arising due to any reason shall be adjusted in future.

5. Exit clause

- 5.1. Duration of contract is 4 years from the date of award of work. After 4 years also, the contract can be extended on year to year basis at the liberty of BSNL on mutually negotiated terms and conditions including commercials.
 - i) The terms and conditions of the contract shall come into effect from the date of award of work, and will remain valid up to a period of 4 (four) years unless and until terminated by either Party by providing a written notice of termination not less than three months prior to the intended termination date.
 - ii) Contract shall have a lock-in period of three (3) years, starting from date of award of work. Bidder can serve the notice of termination only after completion of three years of contract (lock in period) starting from date of award of work.
 - iii) In case bidder exits before 3 years i.e during lock in period from the date of award of work, then it shall carry a penalty in the form of surrender of all equipments,

accessories including MDF, Runways, Pipes, support structures, OF cables, Fibre wiring, Ethernet cable etc and transfer of ownership to BSNL at zero cost and also forfeiture of PBG. In case of exit after lock-in period of 3 years, PBG shall not be forfeited but ownership of such asset of FSP shall be transferred to BSNL at zero cost.

- iv) BSNL reserves the right to terminate the agreement, at any time due to change in its own license conditions or upon directions from the DOT/ Government of India. In such a situation, BSNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action.
- v) On termination or expiry of the Agreement, the BG shall be released to FSP only after ensuring clearance of dues, if any, which FSP is liable to pay to BSNL. In case of failure of FSP to pay the amounts due to BSNL, the outstanding amounts shall be realized through encashment of the Bank Guarantee without prejudice to any other action(s) for recovery of the amounts due to BSNL
- vi) No penalty / damages / compensation shall be payable by either party before expiry of agreement period, if exit is made under the following circumstances:
 - a) The order of any Government (Central/State) or any statutory body
 - b) In Force Majeure event
- vii) Notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement:
 - a. Neither Party shall represent the Other Party in any of its dealings.
 - b. Neither Party shall intentionally nor otherwise commit any act(s) as shall make a third party to believe that the other Party is still the former Party's partner.
 - c. Each party shall stop using the other Party's name, trade mark, etc., in any audio or visual form.
 - d. **Transfer of ownership of assets to BSNL at zero cost**

6. SUBCONTACTS

- 6.1. The FSP shall notify BSNL in writing of all subcontracts awarded under these contacts if not already specified in his bid. Such notification, in his original bid or later shall not relieve the supplier from any liability or obligation under the contract.

7. FORCE MAJEURE

- 7.1. If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim

for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of BSNL as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

- 7.2. Provided, also that if the contract is terminated under this clause, BSNL shall be at liberty to take over from the Supplier at a price to be fixed by BSNL, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as BSNL may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of BSNL elect to retain

8. Termination of contract due to non-performance (default)

- 8.1. BSNL may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate this contract in whole or in part under any of the following circumstances:

- a) If the Bidder fails to perform any other obligation(s) under the Contract; and
- b) Breach of non-fulfilment of Agreement conditions may come to the notice of BSNL through complaints or as a result of the regular monitoring. Wherever considered appropriate BSNL may conduct an inquiry either *suo-moto* or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by FSP. FSP shall extend all reasonable facilities and shall endeavour to remove the hindrance of every type upon such inquiry
- c) If the Bidder, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as BSNL may authorize in writing) after receipt of the default notice from the BSNL.

- 8.2. In the event the BSNL terminates the contract in part, the Bidder shall continue the performance of the contract to the extent not terminated.

9. TERMINATION FOR INSOLVENCY

- 9.1. BSNL may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder. If the Bidder becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to BSNL.

10. ARBITRATION

“Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy, or differences arising out of or relating to this agreement, or the breach, termination or invalidity thereof between parties, such party or parties shall make to the other party or parties to amicably settle the differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (sixty) days from the date of making such request.

Where the parties are unable to settle the disputes through conciliation, the same shall be referred to the authority in BSNL CGM, as the case may be) for referral of such disputes to sole arbitrator (chose (n) from the names provided by BSNL), to be mutually decided by the parties, as per the provisions of Arbitration and Conciliation Act, 1996, any amendment thereof, and any notification issued or rules made thereunder from time to time.

The venue of the Arbitration proceeding shall be Chennai only.”

11. SET OFF

- 11.1. Any sum of money due and payable to the Bidder (including security deposit refundable to him) under this contract may be appropriated by the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the Bidder with the BSNL or such other person(s) contracting through the BSNL.

12. Indemnification

- 12.1. Bidder shall indemnify BSNL against any third party claim for carriage/ termination or any other charges that may be payable for this traffic.
- 12.2. In case of any claims by any third party towards licensing or otherwise for the products provided by the Bidder, it will be the sole responsibility of the Bidder to settle such claims. Under no circumstance, BSNL will have any liability for any such claim.
- 12.3. Since the service over FTTH shall be extended under BSNL license granted by DOT, Bidder will ensure that there is no breach of license conditions and indemnify BSNL for damages both for financial and otherwise, arising out of any breach of the licensing condition.
- 12.4. Bidder, as a provider of services over FTTH on behalf of BSNL, will abide by all the regulatory, statutory and licensing norms without any violation.
- 12.5. Bidders have to give a Indemnity bond as per Section 7(f) along with the technical bid.

13. COURT JURISDICTION:

- (i) Any dispute arising out of the EOI/bid document/evaluation of bids/issue of acceptance letter shall be subject to jurisdiction of the competent court at the place from where the NIT/EOI has been issued.
- (ii) Where a contractor has not agreed to arbitration, the dispute/claims arising out of the Contract/PO entered with him shall be subject to the jurisdiction of the Competent Court at the place from where Contract/PO has been issued. Accordingly ,a stipulation shall be made in the contract as under:

'This Contract/PO is subject to jurisdiction of Court at Chennai only'.

SECTION 5 PART B

INDICATIVE TECHNICAL DETAILS

1. Overview of BSNL's broadband network:

- 1.1. The broadband network of BSNL (Deployed under the project "National Internet Backbone-II" and Broadband Multiplay) comprises of the managed MPLS backbone and the broadband access / aggregation network.
- 1.2. The two layers of the MPLS backbone are the CORE & the EDGE networks. The CORE Network comprises of the high end routers connected with the multiple high speed STM-16 transmission links whereas the EDGE network comprises of the EDGE routers connected to the CORE routers through the Gigabit Ethernet or STM-16 links. This layer aggregates customer traffic, enforces QoS and extends managed access to the customers. This layer provides the customer access through three mechanisms: (a) Dialup, (b) Dedicated access, and (c) Broadband access.
- 1.3. The broadband access is provided via multiple Broadband Network Gateway (BNG). It is responsible for carrying out the 'AAA' functionalities of the broadband customers along with enforcing desired Quality of Service (QoS) on per customer per service basis.
- 1.4. The access to BNG is extended through a RPR based aggregation network. The access device of various broadband networks such as DSLAM (for broadband on DSL), OLT (for broadband on FTTH) is connected to the nearest RPR switch through which the last mile connectivity is extended to the end customer.
- 1.5. The OSS / BSS applications along with customer data repository, CDR generation, mediation etc is done on a central basis at NOC Bangalore with DR NOC at Pune with billing and CRM functionalities for retail BB customers being extended through Billing and customer care system (known as CDR system) on a zonal basis.

2. Overview of BSNL's FTTH network:

- 2.1. BSNL is deploying Next Generation Play Access Network based on Fiber to the home (FTTH) for provisioning data speed of the order of tens of Mbps including Gigabits.
- 2.2. The underlying technologies that are being used for the provision of Fiber connectivity on the last mile is GPON and GEAPON. The total capacity across country is around 5 Lakhs lines through GPON technology and around 1.5 Lakhs through GEAPON technology. The GPON / GEAPON based network consist of Optical Line Termination (OLT) at the service provider end and the Optical Network Unit (HONT) at the customer end.
- 2.3. Each OLT can provide multiple Fiber connections. Each of these connections is connected on a different building on a pre-designated termination point in the building / apartment. The Fiber connection is generally done on a splitter which facilitates further splitting of the Fiber to the individual customer.
- 2.4. The GPON / GEAPON network thus deployed rides on the RPR based aggregation network and Broadband network Gateway / AAA / LDAP etc deployed as part of Broadband Multiplay / NIB-II.

3. FUNCTIONAL REQUIREMENT:

- 3.1. The activities start with identifying the targeted segment and acquiring the customers. Based on expected demand for future 2 Years, FSP will plan for suitable splitters among the 1:4/2:4, 1:8, 1:16, 1:32/2:32. FSP will inform BSNL officials about the expected customer demand, tap the available fiber from nearest place in consultation with BSNL and install suitable splitter. BSNL will provide and lay fiber up to the entry point of campus/complex, if it is not already available. In case, BSNL has already terminated the OFC in the campus/ building, the same can be utilized. However, no further extension of OFC will be done by BSNL in the campus and the same is to be carried out by the FSP.
- 3.2. The Bidder shall plan and deploy the FTTH GPON/GEAPON network in the complex for deployment of GPON network. The installation activities as per Annexure -I are indicative only and bidder may use any other methodology as deemed suitable as long as speed & SLA criteria in the FSP's network are met.
- 3.3. BSNL shall bring the backbone OF Cable up to the entry point/gate of the premises or any other point inside the campus as per the design of premise by the builder. Beyond this point the OFC connectivity to various blocks in the complex and further to the Apartments / Units needs to be provided and laid by the FSP. BSNL shall maintain the back bone fiber from this point towards exchange side.
- 3.4. FSP shall install the Splitter (s), terminate the Fibers in splitter from the OFC termination point, extend the pig tails in suitable micro duct or PVC pipe to the customer premise and connect the field-crimp connectors at both ends.
- 3.5. The customer rollout work further involves provisioning activities like connecting the field-crimp connectors at both ends of Drop fiber (one end with in customer premises, other end at splitter end). The FSP needs to carry out the customer end Fiber wiring from the pre-designated termination point in the building / apartment, its operation and maintenance, installation of the FTTH's Customer Premise Equipment (CPE) called as HONT along with power backup and its day-to-day maintenance including customer care.
- 3.6. The termination point in the building / apartment where the splitter will be installed will generally be in the ground floor / basement of the building. The Fiber coming from the nearest Optical Line Termination (OLT) will be terminated at this point.
- 3.7. The FSP shall be responsible for further extending the Fiber (pigtail) from the splitter installed at the pre-designated termination point in the building / apartment to the individual customer premises, properly shielding them with PVC pipes or using micro-duct along with internal wiring inside the customer premises till HONT location. FSP shall be at liberty to charge the customer for internal wiring from HONT towards end devices such as TVs, Laptops etc as per the requirement of the customer.
- 3.8. The FSP can either choose Micro-duct or PVC pipes for carrying out GPON wiring in a given project.
- 3.9. The FSP shall also be responsible for its day-to-day operations and maintenance of the physical infrastructure thus extended to the customer premises from the pre-designated termination point in the building / apartment.
- 3.10. The FSP shall also carry out the installation, configuration and maintenance of the FTTH's Customer Premises Equipment called as Home Optical Network Terminal (HONT). Based on predefined customer's request, BSNL will activate the requisite

services to the customer. Bidder will submit the confirmation certificate after verifying the services as per request of the customer to the BSNL.

- 3.11. The FSP shall also act as a single window for various customer related queries including after sale support. The FSP shall coordinate with BSNL for the same.

Section-6(A)

Undertaking and Declaration

For understanding the terms & condition of EoI & Spec. of work

a) Certified that:

1. I/ We have read, understood and agree with all the terms and conditions, specifications included in the EoI documents & offer to execute the work at the rates quoted by us in the EoI form.
2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.

b) The EoI participant hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the EoI offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our EoI offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date:

.....

Signature of EoI Participant

Place:

Name of EOI Participant.....

Along with date & Seal

Section 6 (B)

NEAR-RELATIONSHIP CERTIFICATE

(Format of the Certificate to be given as per the clause 30 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)

The format of the certificate to be given is "*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 EoI 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.*"

Signature of the tenderer

With date and seal

Section-7(B)

For the Performance Guarantee

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

Dated:.....

Sub: Performance guarantee.

Whereas CGM, BSNL Chennai Telephones, Chennai R/o
.....(hereafter referred to as BSNL) has issued an APO no. Dated
...../...../20.... awarding the work of to M/s
..... R/o (hereafter
referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in
favour of CGM BSNL Chennai Telephones, Chennai 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, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way 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 demur 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 " BSNL, Chennai Telephones" payable at Chennai.
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

Section-7 (D)

**Consortium Agreement
(On non-judicial stamp paper of appropriate value)**

In compliance to **Clause No.of EOI No. dated**, a consortium has been formed on **<Date>** between **<Bidder's Name>** and various technology providers to meet various eligibility criteria specified in the EOI under reference.

It has been agreed amongst all the consortium members that **<Bidder's Name>** is designated to submit the Bid on behalf of this consortium and henceforth called as Bidder. It is also confirmed that all the members of the said consortium meet the eligibility conditions as specified in the above referred EOI and have authorized the lead bidder by way of duly executed power of attorney in his favour to act on their behalf ("Lead bidder" and "bidder" has been used interchangeably).

It has also been agreed that the in its capacity as Bidder, **<Bidder's Name>** shall interact with BSNL for all obligations,

Consortium partner shall also have to furnish separate Performance Bank Guarantees (PBGs), for an amount equal to 50% of the value of Performance Bank Guarantee (PBG) submitted by the lead bidder, as mentioned in the table above, with the same validity period.

The Lead bidder and its technology/consortium partner shall be liable for due performance of the contract jointly and severally, whereas the responsibility of Consortium Partners other than lead bidder, shall be limited to such Consortium Partner's share of obligations in the contract for products and /or services as defined in the agreements signed between the Lead Bidder and Consortium Partner and in accordance with the proposal submitted by the Consortium Partner to the Lead Bidder. Copies of all such agreements shall form part of the consortium agreement.

The details of Bidder and various and consortium partners are as under:-

<Bidder Name>:- <Details containing Registered office & correspondence address>

<Consortium Partner 1>:- <Details containing Registered office & correspondence address>

:
:
:

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be executed by their duly authorized officers as of the day first above written

For <Bidder's Name> Signature of Authorized Signatory Name:- Designation:- Contact Phone:- Email-ID:- Date:- Witness-1 Signature:- Name:-	For <Consortium Partner-1> Signature of Authorized Signatory Name:- Designation:- Contact Phone:- Email-ID:- Date:- Witness-1 Signature:- Name:-
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Designation:- Contact Phone:- Email-ID:- Date:- Witness-1 Signature:- Name:- Designation:- Contact Phone:- Email-ID:- Date:-	Designation:- Contact Phone:- Email-ID:- Date:- Witness-1 Signature:- Name:- Designation:- Contact Phone:- Email-ID:- Date:-
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Section-7(e)

Format for NON-DISCLOSURE AGREEMENT

(On non-judicial stamp paper of minimum value of INR 100)

This agreement is made as of the _____ 20XX between BHARAT SANCHAR NIGAM LIMITED (BSNL) Chennai Telephones, a Government of India Enterprise, having its registered office at 5th Floor Sanchar Bhawan, 20, Ashoka Road, New Delhi & Corporate office at Bharat Sanchar Bhawan, Janpath Road, New Delhi hereinafter called BSNL which expression shall unless repugnant to the subject or the context mean & include its successors, nominees or assigns & M/s.

_____ a company listed in the Stock exchange /, & having its registered office at _____ herein after called " _____ " which expression shall unless repugnant to the subject or the context mean & include its successors, nominees or assigns.

Where as in order to pursue the mutual business purpose of this particular project as specified in Exhibit A (the "Business Purpose") BSNL & M/s. _____ recognize that there is a need to disclose to one another certain information, as defined in para 1 below, of each party to be used only for the Business Purpose & to protect such confidential information from unauthorized use & 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 & proprietary information disclosed by one party to the other party, including information listed in Exhibit A attached hereto & 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"). Information consists of certain specifications, designs, plans, drawings, software, prototypes and/or technical information, & all copies & derivatives containing such information, that may be disclosed to one, another for & during the purpose, which a party considers proprietary or confidential ("Information"). Information may be in any form or medium, tangible or intangible, & may be communicated/disclosed in writing orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall be subject to this agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, & it must be reduced to writing & furnished to the receiving party within thirty (30) days of the initial disclosure.
2. M/s. _____ & BSNL hereby agreed at during the Confidentiality Period:

- (i) The receiving party shall use information only for the purpose, 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, & 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 **exhibit 'A'** 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, & shall prevent disclosure of information to third parties. The receiving party may, however, disclose the information to its consultants & contractors who need to know, provided that doing so, the receiving party agrees to bind those consultants/contractors to terms at least as restrictive as those stated herein, advise them of their obligations, & indemnify the disclosing party for any breach of those obligations.
 - ii) Upon the disclosing party's request, the receiving party shall either return to the disclosing party all information or shall certify 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.
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 without reference to the information, or was received without restriction; 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 for disclosure; provided, however, that the receiving party has given the disclosing party prompt notice of such demand for disclosure & the receiving party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or
- Is disclosed with the prior consent of the disclosing party; or
- 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 & was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or
- The receiving party obtains or has 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.
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 any & all terms & conditions the disclosing party may impose any such approved removal,

- such as conditions that the removed confidential information & all copies must be returned by a certain date, & that no copies are to be made off of the premises.
5. 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.
 6. Each Party recognizes & agrees that all of the disclosing party's Confidential information is owned solely by the disclosing party (or its licensors) & that the unauthorized disclosure or use of such confidential information would cause irreparable harm & 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 an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any & all other rights & remedies available at law or in equity for such a breach.
 7. 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 which relate to similar subject matters, provided that such individual does not make reference to the information & 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 disclosure or use of any general learning, skills or know-how developed by the receiving party's personnel under this agreement, if such disclosure & use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the information.
 8. 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 & ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION.** Execution of this agreement & the disclosure of information pursuant to this agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.
 9. 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.
 10. This agreement will be construed in, interpreted & applied in accordance with the laws of India.
 11. That in case of any dispute or differences, breach & violation relating to the terms of the agreement. The said matter or dispute, difference shall be referred to sole arbitration of CGM Chennai Telephones, BSNL or any other person appointed by him. That the award of the arbitrator shall be final & binding on both the parties. In the event of such Arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or other wise or refuse to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CGM, Chennai Telephones, BSNL shall appoint another person to act as Arbitrator in place of outgoing Arbitrator & the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by his

predecessor. The _____ M/s. _____ will have NO OBJECTION in any such appointment, that arbitrator so appointed is employee of BSNL. The said Arbitrator shall act under the provisions of the Arbitration & conciliation Act, 1996 or any statutory modifications or re-enactment there of or any rules made thereof.

12. This agreement & Exhibit A attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with information disclosed hereunder & supersedes all prior oral & written agreements & 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.
13. This agreement will remain in effect for five year from the date of the last disclosure of confidential information, at which time it will terminate, unless extended by the disclosing party in writing.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized officers or representatives.

M/s. _____
Signature: _____
Printed Name : _____
Title : _____

BHARAT SANCHAR NIGAM LIMITED
Signature: _____
Printed Name : _____
Title : _____

Exhibit A

1. Business Purpose : Execution of Customer end Activities for deploying FTTH Network in BSNL
2. Confidential Information of M/s - _____

3. Confidential Information of Bharat Sanchar Nigam Limited(BSNL):

- All information shared in oral or in written form by BSNL with M/s _____
- Number of subscriptions, consumption pattern etc

M/s _____

Signed

Section-7(f)

DEED OF INDEMNITY

(On non-judicial stamp paper of minimum value of INR 100)

This **DEED OF INDEMNITY** is executed on this date _____ '13 , by

1. **<<Name of the Bidder>>**, a company registered under the Companies Act, 1956 and having its registered office at <<Address of the Bidder>> acting through << Authorized Signatory>> is hereinafter, for the purposes of this Deed of Indemnity, be collectively referred to as '**FTTH services partner**' or '**FSP**' is authorized representative, authorized to execute this Deed of Indemnity on behalf of the **FTTH services partner**' or '**FSP**'.

TO AND IN FAVOUR OF

Bharat Sanchar Nigam Limited, through the General Manager MM BSNL Corporate Office (hereinafter referred to as the Purchaser which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized representatives and permitted assigns) **On the Other Part.**

WHEREAS

- (a) The Purchaser had invited bids *vide* their EOI No DATED (hereinafter referred to as 'EOI') for the purpose of Providing FS Market place Service through FSP on revenue share basis.
- (b) The FSP (Bidder) had submitted its proposal dated ____ (hereinafter referred to as the 'Bid') for the provision of such services in accordance with its proposal as set out in its Bid and in accordance with the terms and conditions of the EOI.
- (c) The EOI Document requires the FSP (Bidder) to indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in the mentioned work.
- (d) The Bidder has in order to comply with the terms of the EOI agreed to execute the Deed of Indemnity on such terms and conditions more fully mentioned below.

NOW THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:

1. The FSP (Bidder) shall, in consideration of the Purchaser making payment under and in accordance with the EOI Document, hereby agrees to indemnify the Purchaser against any costs, loss, damages, and claims from third parties or liabilities suffered by the Purchaser and directly arising out of the following reasons:
 - a. Any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the FSP (Bidder) or any sub-contractor during the course of performance of the Services.

- b. Any litigation arising out with the original software solution provider in case of bundled software for which separate licenses would otherwise have been required.
 - c. The FSP (Bidder) shall protect, defend, indemnify and hold harmless to BSNL and its employees, officers, Directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and cost (including legal costs and disbursements) arising from:
 - I. Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency or regulator issued with respect to the product/services being supplied/provided under this EOI.
 - II. Any claim made by third parties arising out of the use of the services of BSNL being provided using the equipment supplied under the EOI to the extent these are attributable solely to the poor quality or non-compliance of the products/services to the respective specifications.
 - III. Any claims arising from the customers or other service providers in connection with interruptions or degradation of Services due to non-availability of services beyond the stipulated time frame as contained in AMC and solely attributable to the bidder of the product and services under this EOI.
 - IV. Any claim that the equipment/ services or any value addition component offered and supplied by the bidder in this EOI, infringe any patent, trademarks or copyrights of any third party.
- 2. This Deed of Indemnity shall stand terminated on expiry of or early termination of the contract period as envisaged in the above said EOI requirement.
 - 3. The Deed of Indemnity shall constitute the entire indemnity provided by the FSP (Bidder) for the indemnities asked in this EOI.
 - 4. This Deed of Indemnity shall be governed by and construed in accordance with Indian law.

(Authorized Signatory)
Date:
Place:
<< Name of the Bidder >>

Witness 1:

Witness 2:

Section 7 (g)

INTEGRITY PACT

Between

Bharat Sanchar Nigam Limited (BSNL) / hereinafter referred to as "The Principal"

and

.....hereinafter referred to as "The Bidder"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for ----- . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Bidder/s.

In order to achieve these goals, the Principal will appoint an Independent External Monitor who will monitor the EOI process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- (a) No employee of the Principal, personally or through family members, will in connection with the EOI for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - (b) The Principal will, during the EOI process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the EOI process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the EOI process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)

- (1) The Bidder(s) commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the EOI process and during the contract execution.
 - (a) The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the EOI process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the EOI process or during the execution of the contract.
 - (b) The Bidder(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Bidder(s) will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences

Section 3 – Disqualification from EOI process and exclusion from future contracts

If the Bidder(s)/Bidder(s), before contract award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Bidder(s) from the EOI process or take action as per the defined procedure.

Section 4 – Compensation for Damages

- (i) If the Principal has disqualified the Bidder(s) from the EOI process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (ii) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Bidder the amount equivalent to Security Deposit / Performance Bank Guarantee in addition to any other penalties/ recoveries as per terms and conditions of the EOI.

Section 5 – Previous transgression

- (i) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the EOI process.
- (ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the EOI process or action can be taken as per the defined procedure.

Section 6 – Equal treatment of all Bidders/Bidder(s)/Subcontractors

- (i) The principal will enter into agreements with identical conditions as this one with all Bidders/Bidders.
- (ii) The Bidder(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact.
- (iii) The Principal will disqualify from the EOI process all Bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)/ Bidder(s)/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Bidder or Subcontractor, or of an employee or a representative or an associate of a Bidder, Bidder or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Corporate Vigilance Office.

Section 8 – External Independent Monitor/Monitors

1. Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CGM, Chennai Telephones of the BSNL.
3. The Bidder(s)/ Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Bidder(s)/Subcontractor(s) with confidentiality.

Notwithstanding anything contained in this Section, the Bidder(s)/Bidder(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s)/Bidder(s) shall not be required to provide any data relating to its other customers, or any personnel or employee related data.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, shall the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the CGM Chennai Telephones of the BSNL, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Bidder 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CGM, Chennai Telephones BSNL.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the EOI document / contract shall not be applicable for any issue /dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing.

3. If the Bidder **is a Partnership or** a consortium, this agreement must be, signed by all Bidders or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

For the Bidder/Bidder

Place.....

Witness 1 :

Date

Witness 2 :

Section-8

Bidder's Profile & Questionnaire
(To be filled in and submitted by the Bidder)

A) Bidder's Profile

1. Name of the Individual/ Firm:
2. Present Correspondence Address
-
.....
Telephone No. Mobile No. FAX No.
.....
3. Address of place of Works/ Manufacture
-
Telephone No..... Mobile No.....
4. State the Type of Firm: Sole proprietor-ship/partnership firm / (Tick the correct choice): Private limited company.
5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

S. No.	Name	Father's Name	Designation
1.			
2.			
3.			
4.			
5.			

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):
.....
.....
7. Permanent Account No. :
8. Details of the Bidder's Bank for effecting e-payments:
 - (a) Beneficiary Bank Name:.....
 - (b) Beneficiary branch Name:.....
 - (c) IFSC code of beneficiary Branch.....
 - (d) Beneficiary account No.:.....
 - (e) Branch Serial No. (MICR No.):.....

9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Delhi?
If so state its Address

.....
.....

Place.....

Date

Signature of contractor

Name of Contractor

Section-9 PART B
Financial proposal (Bid)

I/ We/ M/s.....offer following Revenue share to BSNL:

S. No.	Item	Minimum Revenue share to be offered to BSNL	Revenue share offered to BSNL (in %) up to two decimal places*	Revenue share offered to BSNL (in %) expressed in words
1	Revenue share (in %) net off all statutory Taxes & levies like License Fee, Service Tax etc on the realized revenue from Voice and Broadband services being provided on FTTH connection provisioned and maintained by FSP (i.e. excluding revenue from Leased lines & other VAS services provided by BSNL in	60% (Minimum to be quoted)	"X"	

We have taken Note of the following:

1. Minimum Revenue share to be quoted for offering to BSNL is 60%.
2. * The revenue share % shall be limited to 2 decimal points only. Any figure after 2 decimal points shall be ignored for all purpose.
3. In case of variation between revenue share % mentioned in figures & words, the Revenue share % mentioned in words shall prevail.
4. The revenue share offered to BSNL is net of all statutory Taxes & levies like License Fee, Service Tax, etc. on the realized revenue from Voice and broadband services.

(Signature of Authorized Signatory)

Name.....

Official Seal