

Bharat Sanchar Nigam Limited

Chhattisgarh Telecom Circle

Expression of Interest for “Providing Fibre To The Home (FTTH) Optical Fibre Connectivity/alternate media for Landline and Very High Speed Broad Band in **BharatNet Phase-II** assets w.e.f. **01.12.2022**

Sr No	Details
1	Notice for Expression of Interest
2	Sample Agreement
3	Proposal letter by TIP_BNR-PHASE II – <i>Appendix - I</i>
4	Information/Documents to be submitted by TIP_BNR-PHASE II/Applicant - <i>Appendix – II</i>
5	Press Note

WHEREAS CHiPS is State Implementation Agency for Chhattisgarh State for Implementation of BharatNetPhase-II Project under State Led Model of USOF, Deptt. of Telecommunications, Govt of India, willing to share through its SPVM/s CSIICL, the optical fibre network laid under BharatNet Phase II for its commercial utilization on revenue share basis with the objective of enhancement of internet access in Gram Panchayats & its villages falling under BharatNet Phase-II, of Chhattisgarh State.

AND WHEREAS CSIICL, CHiPS and BSNL Chhattisgarh Telecom Circle have signed tripartite MoU to enter into a revenue sharing arrangement for utilization of BharatNet Phase-II network.

BSNL Chhattisgarh Telecom Circle further appoint the Channel Partner to provide FTTH services in Rural areas in BharatNet Phase-II network for implementation of the above said MoU which are as follows.

NOTICE FOR EXPRESSION OF INTEREST

Subject: Expression of Interest for “Providing *Fibre To The Home (FTTH)* Optical Fibre Connectivity/alternate media for Landline and Very High Speed BroadBandon *Revenue share Basis*”on BharatNet Phase-II assets for providing FTTH connections using CSIICL/BBNL/BSNL network components including GPs.

1.0 BSNL is providing unique opportunity through this Expression of Interest (EOI) to VLEs, Resident Welfare Associations (RWAs), Telecom Infrastructure Provider Bharat Net Rural,Field technician/VLEs of BharatNet, Hotel Owners, Hospitals, Trust, Franchisees, System Integrators, DID Franchisees, Franchisees of BSNL, any registered company or society, Local Cable TV Operators, Telecom Service Providers, Local Shop Owners, BSNL Retailers, Direct Selling Agents (DSA), Unemployed Graduates, Local Youth having matriculation/degree or ITI, Start-ups or local entrepreneurs etc.(Herein after Referred to as Telecom Infrastructure Provider Bharat Net Rural or “TIP_BNR-PHASE II” in short) for providing BSNL Telecom Services in the existing and upcoming residential/commercial complexes and all other parts of rural and urban areas on revenue sharing basis.

The conditions are as follows:-

- 1.1 Agreement under above subject shall be applicable for all kinds of Telecom Services (Fixed Voice, Wireless- Wi-Fi, Broadband, Leased line, Value Added Services, High Speed Internet i.e. FTTH)
- 1.2 Revenue sharing shall be from overall realized revenue (i.e. including rental/FMC and usage, excluding Taxes). The detail revenue share between BSNL & Channel Partner in different model/s is given in table 1 below.
- 1.3 All commercial documents viz CAF etc shall be collected by TIP_BNR-PHASE II and forwarded to BSNL and all such customers shall be BSNL customers.
- 1.4 Revenue sharing with respect to leased line and VAS services shall be 20% of revenue share under S.No1.2 above or as per guidelines issued by BSNL CO on time to time.
- 1.5 Hand holding and Technical knowhow shall be provided by BSNL.

2.0 BSNL Role and Responsibilities :

- 2.1 BSNL shall provide backhaul Connectivity with **required bandwidth (BW)** from the nearest pick up point and TIP_BNR-PHASE-II will extend up to OLT locations subject to financial viability.
- 2.2 BSNL shall arrange to provide dark fibre for extending FTTH/OLT network from Block to GP/s or GP to GP/s using CSIICL/BBNL network subject to conditions mentioned herein within this document or amended time to time by BSNL.

3.0 TIP_BNR-PHASE II Responsibilities

- 3.1 To build/extend and maintain OFC network inside the residential/commercial complex and interconnection of building through OFC within premises and also extend backhaul OFC upto BSNL premises and/or BHQ or GP of BharatNet Phase-II(subject to where OLT will be installed)/points of presence(POP)at Gram Panchayat (GPs)and/or adjacent villages.
- 3.2 To execute and maintain wiring of cable inside the building upto inside the house/shop and laying of connecting cable network in whole premises. Installation & Maintenance of ONT in the customer premises.
- 3.3 To provide Space/room as per requirement free of cost for setting up of Control room inside the residential commercial complex for housing the essential telecom equipment of TIP_BNR-PHASE II with the provisions of free air conditioning and electricity.
- 3.4 TIP_BNR-PHASE II should ensure bonafide verification of the customer as per TRAI/ GoI guidelines for all revenue share models/cases.

4.0 The business model will be as follows and revenue share percentage for TIP_BNR-PHASE II shall be 50 % maximum under business models and applicable on the overall realized revenue (i.e. including rental/FMC & Usage.)

Business Model	Case-IVT BharatNet Phase-II Rural
Revenue Share	50%
Brief Responsibility	The partner shall be responsible to arrange, provide, maintain and install the required network equipment, accessories and items for providing the service to new FTTH customers i.e. OLT, Splitter, Fiber and its distribution to each customer premises
Leasing of Dark Fiber	Refer Table 4.0.1
Infrastructure Charges	1. Partner to install the OLT in GP by making its own arrangement. However if BSNL exchange or BTS premises in the GP is utilized, no charges for infra or electricity are to be levied as on date , however instructions issued by BSNL in this regard from time to time shall be applicable on TIP.

4.0.1: Leasing of Dark Fiber

Case-1: OLT is installed at BHQ and Fiber is used from BHQ to the GP to give connections at the downstream connected villages/GPs.

Cost of spare fiber leased out to partner	Spare fiber to be leased-out to Partner on conditional (as given below) basis for providing FTTH connections.
Minimum Customers acquired within 6 months	Minimum 70 customers per Fiber to be acquired by partner on free of cost basis
Customer Acquisition	Next six months from the date of fiber lease out.
Action to be taken when no. of FTTH connections are not acquired in above time frame	The leasing out dark fiber charges is to be recovered from FTTH partner at 50% of extant rate per annum for BharatNet dark fiber leasing from 7 th month onwards till the target is achieved.

Case-2: OLT is installed at GP and spare Fiber is used from GP to the GP to give connections at GP and downstream connected villages /GPs.

Cost of spare fiber leased out to partner	Spare fiber to be leased-out to Partner on rev share basis for providing FTTH connections.
Minimum Customers acquired	Minimum 30 customers per Fiber to be acquired by partner
Customer Acquisition	Next six months from the date of fiber lease out.
Action to be taken when no. of FTTH connections are not acquired in above time frame	The leasing out dark fiber charges is to be recovered from FTTH partner at 50% of extant rate per annum for BharatNet dark fiber leasing till the target is achieved.

Note: A single dark fiber shall be leased out for connecting the villages lying on Block to GP and/or GP to GP route and the connected GP for a demand of min 70/30 connections as the case may be. Next fiber shall be given only if the connections cannot be given through already leased fiber in order to ensure both faster roll out of FTTH connections as well as utilization of Bharatnet assets.

4.1 The Telecom infrastructure so provided by TIP_BNR-PHASE II inside the complex to the customer interface in Case-IVT BharatNet Phase-II Rural shall also include extension of back haul OFC from BSNL point of presence, and/or BHQ or GP of BharatNet Phase-II (subject to where OLT will be installed)/points of presence (POP) at Gram Panchayat (GPs) to TIP_BNR-PHASE II OLTE and shall be maintained by TIP_BNR-PHASE II.

4.2 For leased line and value added services (VAS, which are being offered by BSNL in partnership with other VAS providers) TIP_BNR-PHASE II 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.

4.3 Illustration of revenue share of leased line and VAS Service to TIP_BNR-PHASE II. Suppose X% are agreed revenue share for TIP_BNR-PHASE II in Case IVT, then the revenue share that can be paid for leased line and VAS Service for Case IVT is 20% of X%.

4.4: Incentive on Government connections at rural areas/Gram Panchayat using Bharatnet assets if partner registered as BharatNet Udyami-

(a) Payment to Bharatnet Udyamis will be Rs 4484/- (including GST), payable as Rs 3000/- +GST at the time of activation of connection and Rs 200/-+GST per quarter for one year for connection on Bharatnet infrastructure even for Govt. connections against free of cost ONT & OFC charges to the Customer.

(b) Extra incentive to partner for the wiring beyond 200 meter shall be Rs 20 per meter subject to requirement & verification.

(c) The last mile network (splitter, 2F-4F and ONT) developed and built up by partner using Bharatnet asset shall be the asset of BSNL.

5.0 Request for proposal documents should be sent through email or SMS at the respective email addresses/Mobile Numbers depending upon areas of operation.

S.No.	SSA Name	SSA AGM MM/Plg Contact Details	Contact No	Address for Submission
1	Raipur	Shri S.D.Dhruw , AGM (Planning)	9425201558	BSNL Telephone Exchange , Fafadih , Raipur (CG)
2	Bastar	Shri Shashi Bhushan Sahu , AGM (Planning)	9425544777	Door Sanchar Bhavan , BSNL , Vrindavan Colony , Jagdalpur Dist – Bastar (CG)
3	Durg	Shri R. Kashyap , AGM (Planning)	9424140440	Room No 104 , First Floor , Door Sanchar Bhavan , Near Patel Chowk , Durg (CG)
4	Raigarh	Shri S.K.Agrawal , AGM (Planning)	9425201968	Main Telephone Exchange Building , BSNL , Beladula Road , Raigarh (CG)
5	Bilaspur	Shri Vikash Patel , AGM (Planning)	9425534777	O/o General Manager , BSNL (City) Telephone Exchange , Link Road , Bilaspur
6	Sarguja	Shri R.S.Kushwaha , AGM (Planning)	9425201400	O/o General Manager , BSNL Telephone Exchange , Ambikapur (C.G.)

6.0 The duly filled proposal documents along with necessary enclosures shall be sent to the address as mentioned above.

6.1 Further details / queries about the EOI proposal can also be sent on below mentioned E-mail or Mobile number.

S.No.	Name of officer	Designation	Mobile No.	Email
1	Shri Amit Sharma	DGM (IT)	9425201661	dgmit.cg@gmail.com
2	Shri Madho Prasad Verma	SDE (IT)	9425001776	bbftth.cg@gmail.com

7.0 Meeting with the interested VLEs , Residents Welfare Association (RWA), Telecom Infrastructure Provider Bharat Net Rural (TIP_BNR-PHASE II), Field technician/VLEs of BharatNet Phase-II, Hotel Owners , Hospitals , Trust , Franchisees , System Integrators , DIDs , Franchisees of BSNL , any registered company or society , Local Cable TV Operators , Telecom Service Providers , Local Shop Owners , BSNL Retailers , Direct sailing agents , Unemployed Graduates , Local Youth having matriculation /degree or ITI , Start-ups or local entrepreneurs etc may be arranged with pre intimation to all concern at SSA Head office or Circle Head Office.

7.1 Date and time of pre-submission meeting: Any time based as per Appointment by concerned Officer of SSA.

8.0 Date and time of submission: Any working day during office hours.

9.0 Complete application must be downloaded from the website : www.chhattisgarh.bsnl.co.in and submitted along with necessary documents dully filled , at office of concerned SSA Head for working in respective SSA/Districts as mentioned above in paragraph 5.0

SAMPLE AGREEMENT**(On Rs. 300/- Non-Judicial Stamp paper)**

THIS Agreement entered into on this -----day of ----- by and between:

BHARAT SANCHAR NIGAM LIMITED (hereinafter referred to as “BSNL”), a company incorporated under the Companies Act 1956, having its Registered Office and Corporate Office at Bharat Sanchar Bhawan, HC Mathur Lane, Janpath, New Delhi-110 001, represented by Shri _____ General Manager Telecom District, _____ Telecom Circle / Metro District, PIN _____

AND

M/s(hereinafter referred to as “VLE / RWA / Telecom Infrastructure Provider Bharat Net Phase-II Rural(TIP_BNR-PHASE II)” a company incorporated under the Companies Act 1956, or Proprietary firm/ Partnership firm having its Registered Office at -----

-----, represented by

Whereas BSNL is in the business of providing Basic Telephony Services, Cellular Mobile Telephony Services (CMTS), Internet & Broadband Services and National Long Distance Services (NLDS) etc. in its licensed areas of operation in the geographical territory of India (except Mumbai & New Delhi).

AND

The VLE is having an objective of developing, promoting, building and selling residential / commercial apartments OR RWA is having an objective to work towards the welfare of the people using the residential/commercial complexes OR Telecom Infrastructure Provider Bharat Net Rural is having an objective of providing the telecom service to the people using the residential / commercial complexes as mentioned in **Annexure** (hereinafter referred as “**Projects in annexure**”).

Whereas BSNL CGMT/PGMTD/GMTD----- has approached “M/s” Offering to provide the BSNL Telecom Services of the residents of “**Projects in Annexure-I**”.

AND

WHEREAS M/s VLE / RWA / Telecom Infrastructure Provider Bharat Net Phase-II Rural (TIP_BNR-PHASE II) in the intention that the residents of the “**Projects in Annexure**” shall utilize the offer of BSNL GMTD/PGMTD based on the terms and conditions contained herein under.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the due observance and performance of all the terms & conditions of this agreement, the BSNL and Telecom Infrastructure Provider Bharat Net Phase-II Rural (TIP_BNR-PHASE II) agree to sign this agreement on non-exclusive and revenue sharing basis to provide the BSNL telecom services.
2. TIP_BNR-PHASE II agrees that the infrastructure provided by BSNL PGMTD/GMTD will be utilized for exclusively for BSNL services only.
3. TIP_BNR-PHASE II shall ensure the execution of services as per this agreement and continuance of the same by the future association / any other outside agency who may continue to maintain the telecom and other services in the residential complex / commercial complex for the entire agreement period.
4. **Case-IVT BharatNet Phase-II Rural:** Full telecom infrastructure available (laid by VLE or RWA or Telecom Infrastructure Provider Bharat Net Phase-II Rural) and responsible to supply, deploy, own, Operate & Maintain the OLTs, ONTs and all the telecom network infrastructure (OLTs and beyond OLTs up to customer premises).

4.1 Responsibilities of BSNL:

- a) BSNL shall extend the Bandwidth connectivity (excluding overhead OFC backhaul, if any) up to upto BSNL PoP free of cost, subject to techno commercial viability.
- b) To provide the maintenance support OFC laid by BSNL for OLT connectivity.
- c) Free of cost BSNL facility to partner as incentive for encouraging partner to provide service in rural areas/ rural exchange sites.
 - i) BSNL will provide Free of cost Spare dark Fiber to Partner up-to Partner OLT for Cascaded OLT / Block HQ OLT premises BSNL Exchange or BTS subject to terms & conditions mentioned in Leasing of Fiber , mentioned herein in this document .
 - ii) Space and other facility for housing partner equipment in BSNL/CSIICL premises at GP location: As BSNL does not have any premises in the GP, hence not applicable. Partner to install the OLT in GP by making its own arrangement. However if BSNL exchange or BTS/CSIICL premises in the GP is utilized, no charges for infra or electricity are to be levied, however instructions in this regard will be applicable as amended time to time.

4.2 Responsibilities of TIP_BNR-PHASE II:

- a) To build/ extend/ maintain the Bandwidth connectivity through overhead OFC backhaul, from nearest BSNL POP to BharatNet Phase-II pick up point BHQ or GP (up to OLT at BHQ or GP).
- b) To build / extend the OFC network inside the residential / commercial complex and interconnection of building through OFC within premises.
- c) To do the wiring of cable inside the building up to inside the flat / shop and laying of connecting cable network in whole premises / complex connecting various buildings / towers from the BharatNet Phase-II/BSNL telecom Network point.

- d) To provide a interconnectivity at the Network Operation Center (NOC) buildup by the Telecom Infrastructure Provider Bharat Net Phase-II Rural.
- e) To provide the maintenance support to OFC laid / build by the infrastructure provider.
- f) To provide the maintenance support to telecom equipment supplied / installed by the infrastructure provider.
- g) TIP_BNR-PHASE II shall be responsible for supply, deploy, own, operate and maintain the OLTs, ONTs.
- h) TIP_BNR-PHASE II shall be responsible for supply, deploy, own, operate and maintain the entire telecom network infrastructure beyond OLTs up to customer premises.
- i) Space, power and air-conditioning shall also be arranged by TIP_BNR-PHASE II for installation of OLTs.
- j) The compatible ONTs shall be supplied by TIP_BNR-PHASE II to the customer directly.
- k) Cost towards ONT shall not be considered for revenue sharing purpose. Any further post sale obligation in respect of OLTs & ONTs shall rest with TIP_BNR-PHASE II and not with BSNL. However in case of Govt Connections/Bharatnet Udyami Plans , prevailing instructions of reimbursement/revenue And providing free of cost ONT/OFC to end customer shall be applicable .
- l) The partner shall be responsible to arrange, provide, maintain and install the required network equipment, accessories and items for providing the service to new FTTH customers i.e. OLT, Splitter, Fiber and its distribution to each customer premises. However in case of BharaNet Udyami/ Govt Connections , TIP shall be responsible for ONT also as mentioned in relevant plan instructions issued from time to time .**
- m) TIP_BNR-PHASE II agrees to undertake all the works at its own cost and nothing shall be paid by BSNL except the agreed revenue share.
- n) TIP_BNR-PHASE II agrees to collect all commercial documents viz. Customer Application Form (CAF) etc. will hand over the duly filled in CAF in hard and soft copy under acknowledgement to BSNL either to TIP_BNR-PHASE II, Nodal Officer or to Commercial Officer as may be decided by concerned OA/BA Head.
- o) TIP_BNR-PHASE II agrees to verify the copies of document collected from the customer against the originals, attest the CAF related documents and affix the seal of TIP_BNR-PHASE II, with date and name of signatory.
- p) TIP_BNR-PHASE II will process all documentation for individual/bulk FTTH connections through DKYC only. All Incentive schemes introduced by BSNL shall be applicable for FTTH connections processed through DKYC only or as per further instructions issued time to time.
- q) TIP_BNR-PHASE II shall replace ONT/Fibre during operation period for Govt. connections on free of cost, for which incentive paid as mentioned in this document. Replacement of ONT may be decided by the OA/BA Head subject to nature of faulty ONT, it may not be replaced in case of burnt ONT/Physically damaged ONT due to customer negligence. ONT/OFC incentive to TIP_BNR-PHASE II will not be paid for replaced ONT/OFC.

5. FTTH Channel Partners may provide Lease circuit (includes LC using MPLS/ILL/P2P) through its FTTH OLT Infrastructure in accordance with the BSNL CO New Delhi Letter No : BSNLCO-NPBB/11(11)/1/2022-NWP-BB Dated 20.09.2022

- (a) FTTH Channel partner under the Case-IVTBharat Net Phase-II model shall be eligible for provisioning and maintenance of leased circuits (on Optical Fiber) on revenue share.
- (b) ONT/Media Converter required at customer end shall be provided by BSNL for provisioning of LC.

6. Billing & Collection issues :

- 6.1 BSNL shall be solely responsible for all commercial functions of bill issue and its collection for the telecom services provided to customers under this agreement. The services shall be billed as part of telecom services provided by BSNL. The bills will be raised and collected by BSNL from the subscribers.
- 6.2 Telecom Infrastructure Provider Bharat Net Rural Phase-II shall not charge any money from the customers. No additional services than those contained within the scope of this agreement shall be provided to the customers of BSNL either free or for a cost without the written approval of BSNL.
- 6.3 All deposits levied, including security deposits collected on account of CPE /STB /ONT provided by BSNL / registration amounts as decided by BSNL, shall be billed and collected by BSNL and no revenue share shall be payable to Telecom Infrastructure Provider Bharat Net Phase-II Rural from such receipts.
- 6.4 The terms and conditions of payments by customers shall be governed by BSNL's rules from time to time. The disconnection and resolution practice from payment defaulters shall be enforced.
- 6.5 **Further such FTTH connections shall be separately tagged in FMS so that revenue can be accounted separately for Bharat Net Phase-II assets.**
- 6.6 In no case, TIP_BNR-PHASE-II, shall issue any bills in his name/letter pad to the customers connected on BSNL Network.
- 6.7 BSNL will provide all technical support and access to very user friendly Franchisee Management Portal (FMS) and other online tools provided by BSNLCO

7. Revenue Share payment process:

- 7.1 Revenue sharing shall be from overall realized net revenue by BSNL (i.e. including Rental/FMC, Usage charges and excluding TAXs, revenue sharing with other agencies etc.). TIP_BNR-PHASE II shall submit the GST complied Tax invoice for the availment of input tax credit of GST by BSNL in regular interval period.
- 7.2 For Leased line revenue share, guidelines issued from BSNL HQ shall be followed by the TIP_BNR-PHASE II time to time.
- 7.3 SSA Head shall adhere to above upper limit of revenue share payable to Telecom Infrastructure Provider Bharat Net Phase-II Rural and they shall make effort to negotiate revenue share further downwards. All the customers falling under the purview of this agreement shall be identified separately and the revenue share may be paid to the Telecom Infrastructure Provider Bharat Net Phase-II Rural as per the terms & conditions of this agreement for such customers.
- 7.4 The payment of revenue share to the Telecom Infrastructure Provider Bharat Net Phase-II Rural will be made by BSNL by 28th of the following month in which the revenue is realized.
- 7.5 The payment of revenue share shall be made to the Telecom Infrastructure Provider Bharat Net Rural Phase-II after the deduction of applicable **statutory levies which**

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

- 7.6 Any discrepancy found would be mutually discussed and resolved. Balance of payments arising due to any reason shall be adjusted in future payments by BSNL.
- 7.7 (a) All types of one time charges such as installation charges etc which are applicable for BSNL FTTH connections shall also be applicable for FTTH connections to be provided through BSNL Channel Partners.
- (c) No revenue share shall be admissible to channel partners against the one time applicable charges such as installation charges etc. in all revenue share business models.

8. Revenue Share :

- 8.1 Revenue sharing arrangement shall be fixed as given below:

Business Model	Case-IVT BharatNet Phase-II Rural	
	BSNL	Telecom Infrastructure Provider BharatNet Phase-II Rural
Revenue Share Ratio	50%	50%

- 8.2 All commercial works (CAF etc) shall be undertaken by BSNL and all customers shall be BSNL customers.
- 8.3 BSNL shall collect dues payable to it by the individual residents / commercial complex occupants of "Projects in the Annexure" directly from such subscribers / residents. "Telecom Infrastructure Provider Bharat Net Phase-II Rural (TIP_BNR-PHASE II)" shall not in any way be liable or responsible for the non-payment or delayed payment of the dues to BSNL PGMTD/GMTD by the individual subscribers residing in "Projects in annexure". Any charges are to be borne by the individual customers and "Telecom Infrastructure Provider Bharat Net Phase-II Rural (TIP_BNR-PHASE II)" is not liable.

9. Revenue share to the FTTH partner for providing lease Circuit:

The revenue share for LC (includes LC using MPLS/ILL/P2P)of initial 500 meters and more than 500 meters distance for case IVTmodels shall be applicable as per below table :

S.No.	LC Bandwidth	Fixed monthly Revenue Share for LC upto 500 mtr distance	Monthly Revenue Share for LC of more than 500 mtr distance. (I - Incremental length beyond 500 meters in meters. (Rates in Rs)
		IVTBharatNet Phase-II Rural	IVTBharatNet Phase-II Rural
A	B	C	D = (C+0.69*I)
1	Up to 50 Mbps	600/-	600 + 0.69*I
2	51 Mbps to 100 Mbps	1000/-	1000 + 0.69*I
3	101 Mbps to 499 Mbps	2000/-	2000 + 0.69*I
4	500 Mbps to 999 Mbps	3000/-	3000 + 0.69*I
5	1 Gbps and above	4000/-	4000 + 0.69*I

Rates given in above table shall also be applicable for provisioning and maintenance of the all types of leased circuits (includes LC using MPLS / ILL/P2P) , VPNoFTTH , SIP Trunking and ISDN PRI by FTTH Channel Partner.

The connectivity of GPON network elements with MPLS network for functioning of leased circuits shall be as per the instructions issued by BBNW.

10. General Conditions:

- 10.1 This agreement is applicable for all kinds of telecom services (fixed, wireless, broadband etc) being offered presently and in future also. Any additional Guidelines issued by BSNL HQ time to time shall be followed by TIP_BNR-PHASE II as the part of the agreement.
- 10.2 This agreement is a confidential document. The Telecom Infrastructure Provider Bharat Net Phase-II Rural (TIP_BNR-PHASE II) shall not divulge any part of the agreement either through oral or written communication or through any other mode to any third party.
- 10.3 This agreement shall not be amended or modified or altered or changed in any way except in writing and duly executed by the authorized representatives of each party.
- 10.4 The agreement is valid for entire SSA on non-exclusive basis.
- 10.5 Period of agreement:** This agreement shall be valid for the period of **5 years** from the date of signing and is renewable thereafter on similar / mutually agreed terms and conditions or as per instructions issued by BSNL CO whichever is earlier.
- 10.6 **Termination:** the agreement shall be terminated by giving a one months' notice to the FTTH Partner
- 10.6.1 Failure to Commission the equipment and /or execution of the work at all by the FTTH Partner within 3 months from signing of agreement.
- 10.6.2 Failure to perform any other obligation(s) under the Contract; and

- 10.6.3 Equipment does not perform satisfactory in the field in accordance with the specifications.
- 10.6.4 Failure to meet the SLAs parameters continuously for 3 months.
- 10.6.5 The agreement may also be terminated by mutual, written consent of the both parties by giving 3 months' notice. On termination of agreement the customers shall continue to use the Telecom Services of BSNL, through commissioned equipment under the contract.
- 10.7 **Severability:** TRAI / DoT declare any part of this agreement unenforceable through direction / order / regulation or if terms of license of BSNL are changed through any amendment or order of the Government, the parties will cooperate and take all appropriate steps to amend, modify or alter this agreement.
- 10.8 This agreement shall be binding upon all respective successors of the parties.
- 10.9 **Sub-Contract:** The Franchisee shall notify BSNL in writing of all subcontracts awarded under these Contacts if not already specified during signing of the agreement. Such notification shall not relieve the Franchisee from any liability or obligation under the contract.
- 10.10 **SLA (Service Level Agreement):**
- 10.10.1 Services to the customers shall be provisioned within 3 days of generation and making over of Order Book (OB) by BSNL to TIP_BNR-PHASE II.
- 10.10.2 Faults Clearance: Within 4 hrs. of registration of fault by customers or made over of fault to TIP_BNR-PHASE II by BSNL for the faults in the part of network owned & maintained by TIP_BNR-PHASE II.
- 10.11 **Non-Disclosure Agreement:** Format of the non-disclosure undertaking, as per **Annexure-II**, shall be signed by the franchisee.

11. EMS/MTCTE:

- 11.1 Under Model Case-IV T, Franchisee shall provide, install and operate only those OLTs for which EMS has been installed by the OEM. No bandwidth and Colocation charges shall be levied by BSNL for EMS servers.
- 11.2 EMS shall be tested during the integration with BSNL network. EMS shall manage both OLT and ONTs. The interconnection of a disaster recover EMS with main EMS and its manual switch over shall be tested during the testing.
- 11.3 Further, open protocol shall be supplied as the North bound interface along with suitable network interface and software in the EMS.
- 11.4 The format for the reporting from EMS shall be finalized by BSNL.
- 11.5 All equipment e.g. OLT/ONT etc. which will integrate in BSNL network must have **Mandatory Testing and Certification of Telecom Equipment (MTCTE)** certificate as per The Indian Telegraph (Amendment) Rules, 2017.

12. RED OLT: OLTs which do not have 20 gross connections and/or 10 net connections within 6 months of OLT installation date, is called as RED OLT. TIP_BNR-PHASE II shall ensure to provide at least 20 connections in each OLTs installed by them within 6 months period.

13. Compliance of Laws:

BSNL and Telecom Infrastructure Provider Bharat Net Phase-II Rural (TIP_BNR-PHASE II) shall perform their duties in strict compliance with all applicable laws in India along with rules and regulations of the duty constituted Govt. authorities in India and shall obtain all licenses, restrictions or other approval, if any, required by laws in India in connection with the services to be rendered hereunder.

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

14. Indemnification:

Telecom Infrastructure Provider Bharat Net Phase-II Rural (TIP_BNR-PHASE II) agrees to protect, defend, indemnify and hold harmless BSNL and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:

- (a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party; "or"
- (b) Any breach of the terms and conditions in this agreement by the Telecom Infrastructure Provider Bharat Net Phase-II Rural (TIP_BNR-PHASE II) ;
- (c) Any claims arising in the field during execution of works related with implementation of BSNL Services.
- (d) Any disputes/claims arising between Telecom Infrastructure Provider Bharat Net Rural & its sub contractor/s related with implementation of BSNL Services

15. Relationship:

Each party understands that it is an independently owned business entity and this agreement does not make it, its employees, associates or agents as employees, agents or legal representatives of the other party for any purpose whatsoever. Neither party has express or implied right or authority to assume or to undertake any obligation in respect of or on behalf of or in the name of the other party or to bind the other party in any manner. In case, any party, its employees, associates or agents hold out as employees, agents, or legal representatives of the other party, the former party shall forthwith upon demand make good any / all loss, cost, damage including consequential loss, suffered by the other party on this account.

16. Penalties:

- a) Penalties will be levied on monthly KPIs

KPI	SLA	Penalty
Fault Clearance	95% In 24 hrs.	2 % of invoice value for each 1% of slippage.
MTTR for FTTH connections having FMC>1001	6 Hrs.	2 % of invoice value for each hour of slippage (rounded off)

MTTR for all other FTTH connections having FMC <1001	< 8 Hrs	2 % of invoice value for each hour of slippage (rounded off)
Fault Rate	<2%	2% of invoice value for each 0.1% of slippage (pro-rata basis).
Repeat fault	< 5%	2 % of invoice value for each 0.1% of slippage (pro-rata basis).
FTTH Carried Over fault	0.4%	1% of invoice value for each 0.02% of slippage (pro-rata basis).
New FTTH connection provisioning	3 days	Rs.50/- per day delay (max.Rs.200/-for each connection) for each connection.
Provisioning BB on existing FTTH Voice	1 days	Rs.50/- per day delay (max.Rs.200/-for each connection) for each connection.
Provisioning of new ISDN PRI/ Trunk/Leased Circuits or other services customer Access NW	3 days	Rs.50/- per day delay (max.Rs.200/-for each connection) for each connection.

- b) Penalties in respect of provisioning of new FTTH connections shall be as per BSNL CO New Delhi guidelines issued time to time.
- c) SLAs to be calculated FTTH connection wise and penalties to be imposed on monthly basis.
- d) The contract(s) will be terminated, upon non-performance & failure to meet all the SLAs i.e. MTTR, Provisioning, fault clearance and repeat faults parameters for consecutive 3 months. Notice shall be served for non-performance in 1st month, 2nd month and 3rd month before final termination.
- e) In case partial SLAs are met then also it is liable for termination. However, EOI/Tender accepting authority (BSNL) reserves the right to grant any relief in action for termination considering the circumstances/nature on the appeal made by the bidder if one or more parameter are met.
- f) Total penalties for network maintenance shall be capped at 20% of monthly invoice value. However penalty for delay in new provisioning will be levied as per actuals and shall be in addition to penalties for network maintenance.
- g) If penalty charges exceed more than 40% of invoice value then additional 5% penalty shall also be levied in addition to capped penalty 20%.
- h) TIP shall ensure above SLAs else the corresponding penalties will be imposed
- i) GPs down time due to OLT being down due to Power issues /media failure or equipment failure not attributable to TIP , only to be excluded from SLA.

- j) The shutdown taken for maintenance of fibre by BSNL shall be excluded from SLA
- k) All faults made over to bidder through APP(or desktop software) after 17:00 Hrs, the time beyond 20:00 Hrs on that day to 08:00 Hrs of next morning, will not be counted in MTTR.
- l) Any delay due to natural calamity or any other conditions beyond control of BSNL or vendor (as a force majeure case) shall be excluded by ITPC after receiving the approval of BA head prior to generation of Performa Invoice.
- m) The bidder shall be responsible for safety of the materials, supplied and/or installed by him or installed by him after being provided by BSNL. If any theft of the materials installed by bidder occurs then it will be responsibility of the bidder to restore the network at his own cost.

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

- (a) Fault in ONT and OH/ in Building OFC laid / maintained by FTTH Channel Partner shall be attended within 4 hrs in urban areas.
- (b) Fault in ONT and OH/ in Building OFC laid / maintained by FTTH Channel Partner shall be attended within 6 hrs in rural areas.
- (c) Fault reported after 17:00 hrs shall be attended next day , and SLA time will be counted from 09:00 hrs.

18. Penalty for not meeting SLA Conditions :

- (a) A per hour penalty @ 1% of monthly revenue share to FTTH Channel Partner shall be levied , subject to maximum of 15% of monthly revenue share to FTTH Channel Partner.
- (b) SSA shall calculate penalty for not meeting SLA per LC basis.
- (c) Decision of BA head shall be final and binding on the FTTH Channel Partner.
- (d) If FTTH Channel Partner fails to achieve SLA Conditions & reaches penalty ceiling of 15% for three consecutive months reaches , then BA head shall review provisioning/maintenance of the concerned LC by FTTH Channel partner and shall take necessary action as deemed fit.

19. Arbitration

19.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CGM, BSNL, Chhattisgarh Telecom Circle or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CGM, BSNL, Chhattisgarh Telecom Circle or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CGM or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CGM, BSNL, Chhattisgarh Telecom Circle or the said officer.

The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996 and subsequent Amendments/modifications. There will be no

I/396504/2023

objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CGM, BSNL, Chhattisgarh Telecom Circle or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

19.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

19.3 The venue of the arbitration proceeding shall be the office of the CGM, BSNL, Chhattisgarh Telecom Circle or such other places as the arbitrator may decide.

20. Court Jurisdiction:

Any dispute arising out of the EoI/bid document/ evaluation of the bids shall be subject to jurisdiction of the competent court or at the places from where the EoI/Tender has been issued/ signed.

21. Enclosed: Annexure- I and Annexure-II.

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

For BSNL _____ Witness -----

For Channel Partner -----Witness -----

Projects in Annexure

1. **Name of Channel Partner:**.....
2. **Type of Channel Partner:** TIP_BNR-PHASE II
3. **Name of SSA:**
4. **Name of BA:**
5. **Existing TIP agreements , if any with AREA/BLOCK /OA/BA:**
6. **Details of Residential/ Commercial Complexes and Areas in “Projects in Annexure”:**

Sl. No.	Residential/ Commercial Complexes and Areas/ GPs/Block HQ	Applicable Business Model on BharatNet Phase-II asset (IVT)
1		
2		
3		
4		
5		
..		
..		
..		
..		
..		
..		

However category will define as IVT for implementation purpose in FMS. FR code in FMS must be suffix with _CSIICL.

MUTUAL NON-DISCLOSURE AGREEMENT

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

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

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

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, including the discussion conducted by the parties under this Agreement in relation to feasibility and possibility of business collaborations between the parties within various areas including without limitation (i).....(ii).....(iii)..... and information listed the agreement for various business models for providing FTTH services in CHHATTISGARH Circle of BSNL attached hereto and stated herein above or all information of disclosing party as in its possession under obligations of confidentiality in whatever form transmitted relating to business plan, operations and/or the proposed sale, purchase & use of telecommunications services which is disclosed by the disclosing party or its affiliates/ related Company to receiving party and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party. Confidential Information means Information consists of certain specifications, designs, plans, systems, technology, manufacturing process, drawings, software, prototypes and/or technical information and all information & knowledge regardless of form of storage relating to or developed in connection with Business purpose and for any businesses, prices, products, markets, promotions, strategies, plans, customers, suppliers or employees of disclosing party or related Company or intellectual property owned or used by disclosing party or a related Company or licensed to the disclosing party or related Company and all copies and derivatives containing such information, that may be disclosed to other another for and during the business purpose, which a party considers confidential Information.

Confidential Information may be in any form or medium, tangible or intangible, and may be communicated / disclosed in writing, orally, or through visual observation or learnt or accessed by

I/396504/2023

or by any other means to receiving party by the disclosing party. Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary as confidential, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party within thirty (30) days of the initial disclosure. The term 'affiliate' shall mean any person or entity controlled by or under common control with a party. The related company in relation to a party means:

- (a) that party's subsidiaries, holding companies and any other subsidiaries of that party's holding companies.
- (b) a company or joint venture in which a party has an equity interest, and which is or may be involved in providing a telecommunications or internet access service; and
- (c) in case of M/s

2. _____ and BSNL hereby agree that at during the Confidentiality Period: ~

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

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

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

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

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

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

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

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

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

7. Each party recognizes and agrees that all of the disclosing party's confidential information is owned solely by the disclosing party (or its licensors) affiliated/ related company and that the unauthorized disclosure or use of such confidential information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party

agrees that the disclosing party will have the right to obtain or seek specific performance or an immediate injunction enjoining any breach or threatened breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such breach.

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

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

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

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

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

13. (a) The Disclosing Party warrants that it has all necessary rights to disclose lawfully the Confidential Information and has not been provided in breach of any other agreement or arrangement with third parties. The Disclosing Party indemnifies the Recipient against liability for third party claims on that basis.
- (b) Each party warrants that it is a corporation with full corporate power and authority to enter into and do all things necessary for the performance of this agreement. Each signatory to this agreement warrants that he or she is authorized to sign on behalf of the corporation for whom he or she acts.
- (c) Each party agrees to comply with all applicable Laws and Regulations including

but not limited to laws and regulations relating to export and re-export of technical data documentation and / or providing insofar as they relate to the information disclosed under this Agreement.

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

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

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

(i) If to BSNL:
Attention: Mr./Ms :.....
Address:
.....

(ii) If to M/s _____:

(iii) Attention: Mr./Ms. _____ Address: _____
Fax: _____

17. This Agreement and the agreement for various business models for providing FTTH services in Chhattisgarh Circle of BSNL attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other party's written consent.

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

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

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

21. This Agreement will be construed in interpreted and applied and governed in accordance with the laws of India and jurisdiction of Court atIndia.

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

If the dispute, difference, controversies / differences of opinion, breaches and violation arising from or related to the agreement cannot be resolved within 60(sixty) days of commencement of reconciliations / discussions, then such question, dispute or difference (except as to the matters, the decision to which is specifically provided under this agreement) shall be referred to the sole arbitration of the BSNL or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in

I/396504/2023

addition to his own duties or otherwise) with the functions of the BSNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by theor the said officer. There will be no objection to any such appointment on the ground that the arbitrator is a BSNL employee or Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant or BSNL employee, he has expressed his views on all or any of the matters in dispute. In the event of such an arbitrator to whom the matter is referred, being transferred or vacating his office or neglecting his work or being unable to act for any reason whatsoever, the BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

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

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

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

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

BHARAT SANCHAR NIGAM LIMITED

NAME: _____

NAME: _____

DESIGNATION: _____

DESIGNATION: _____

DATE: _____

DATE: _____

Witness

1.

2.

Witness

1.

2.

APPENDIX-I**PROPOSAL LETTER BY TIP_BNR-PHASE II**

To,
The Principal General Manager Telecom/General Manager Telecom
Bharat Sanchar Nigam Limited

Sub:BSNL connectivity under revenue share agreement at commercial/residential location.
Ref: EOI Letter No: CGCO-CFPL/11(11)/29/2021-IT BSNL CG CO dated: _____

Dear Sir,

Apropos to above, we propose to provide the telecom infrastructure/services for below mentioned locations for providing the telecom voice & data services to the individual customers by utilizing our resources under revenue share basis. We request for BSNL's Connectivity at this prestigious Residential/Commercial Project to provide the BSNL voice & data connections.

*The details are as below:

Name of location/scheme: _____ Business Model: Case IVTBharatNet
Phase-II Rural

Address: _____

Type of Location (Residential or Commercial/GPs/Block HQ): _____

No of Blocks: _____

No of Units/Offices: _____

Type of internal telecom infrastructure: _____

Present Status: _____

Initial expected connection: _____

Total expected demand in a year: _____

Further as discussed we are ready to provide the free space & free electricity for installation of BSNL telecom equipment. If required BSNL will ask No Objection Certificate (NOC), addressed to BSNL from the VLE/society is also attached/ shall be provided before start of work*.
Request for needful on urgent basis.

Thanks & with regards,

Name:

Address:

Date: _____

Email-id: _____

Mob No: _____

Signature of TIP_BNR-PHASE II

Note: Kindly enclose approved layout PLAN drawing of the complex/ projects in Annexure.

(* Strike whichever is not applicable)

* TIP_BNR-PHASE II may submit separate Appendix for different location.

Appendix – II**Information/Documents to be submitted by TIP_BNR-PHASE II/Applicant**

1. General information about TIP_BNR-PHASE II(Telecom Infrastructure Provider Bharat Net Phase-II Rural) /Applicant

a. TIP_BNR-PHASE II's/Applicant's legal Name	
b. Legal status of TIP_BNR-PHASE II/ Applicant's	Sole Proprietorship Firm/ Partnership firm/ Self Employed Private Limited company/ Public Limited company/ Joint Venture/ Consortium (Please Tick one) (Enclose supporting documents)
c. In case of JV/consortium Legal name of each partner with Percentage Participation (Also provide information of each member in separate sheets.)	
d. Lead member of JV/ consortium	
e. TIP_BNR-PHASE II'S/ Applicant's legal address in India Telephone Numbers/ Fax numbers for communication	
f. TIP_BNR-PHASE II's/Applicant's Authorised Signatory (Name,Designation,Address, Contact No.)	
g. TIP_BNR-PHASE II's/Applicant's authorised representative (Name, Designation, Address, Contact No.)	

2. Following documents required to be submitted
- Affidavit in case of proprietary firm
 - Partnership deed in case of partnership Firm
 - Memorandum and Article of Association in case of public/ Private Limited Company.
 - In case of consortium- MOU/Agreement/duly notarised) entered into by JV/consortium members, containing intended percentage participation, nomination of lead member etc.
 - Authorisation/POA in favour by authorised signatory of the TIP_BNR-PHASE II to sign the agreement documents.
POA/ authorisation to contain specimen signature, Board resolution in favour of POA/authorised signatory.
 - Educational certificate in case of Graduate/ITI/Matriculate
 - Trade licence in case of Local Entrepreneurs
 - PROPOSAL LETTER BY TIP_BNR-PHASE II as in Appendix I.

JV / Consortium Member information :**Member-1**

a. JV/Consortium Member's Legal Name	
a. Legal status of Member	Sole Proprietorship, Private Limited Company, Public Limited Company (Tick one)
b. Members Country of Constitution	
c. Members legal address Telephone Numbers/ Fax numbers & E-Mail Address	
d. Members Authorised Signatory (Name,Designation, Address, Contact No.)	

Member-2

a) JV/Consortium Member's Legal Name	
b) Legal status of Member	Sole Proprietorship, Private Limited Company, Public Limited Company (Tick one)
c) Members Country of Constitution	
d) Members legal address e) Telephone Numbers/ Fax numbers & E-Mail Address	
f) Members Authorised Signatory g) (Name,Designation,Address,Contact No.)	

3. PAN No. of Applicant/TIP_BNR-PHASE II(Each Member in case of JV/consortium) :
.....
4. GST Registration No of Applicant/TIP_BNR-PHASE II(If applicable)
(Each members in case of JV/consortium):
5. AADHAR Card No of applicant/ TIP_BNR-PHASE II (Each members in case of
JV/consortium.:
6. Demand draft for the amount of Rs. 200/- +GST, Drawn in favour of "Account Officer ,
BSNL" towards the cost of application documents.
7. Demand draft for the amount of Rs. 5000/- , Drawn in favour of "Account Officer , BSNL
" for onetime non refundable registration charge(may be waved off for existing TIP in any
category of BSNL for which registration charges has already been paid).
8. Case for which proposal is submitted : **Case-IVT BharatNet Phase-II Rural**

I/396504/2023

9. Revenue Share: (Please fill in the desired revenue share percentage %)

Business	Case IVTBharatNet Phase-II Rural	
Model	To provide Fibre To The Home (FTTH) telecom Services / High speed Broadband and other telecom services using G. Fast and VDSL2 (Vectoring) technology on copper/ Provisioning of broadband and other telecom services on LAN Switches through RF/ Backhaul media/ Cat-6 cable for BSNL broadband and other telecom services. TIP_BNR-PHASE II shall be responsible for supply, deploy, own, operate and maintain the OLTEs, ONTs/ G fast and VDSL2 (Vectoring) equipment, compatible customer premises equipment (CPE)/ RF Equipment, LAN Switches, compatible CPEs and all the Telecom Network infrastructure complete from BSNL POP to these equipment and up to the customer premises.	
Revenue	BSNL	TIP_BNR-PHASE II
share %	50%	50%

Revenue share to the FTTH partner for providing lease Circuit

S.No.	LC Bandwidth	Fixed monthly Revenue Share for LC upto 500 mtr distance	Monthly Revenue Share for LC of more than 500 mtr distance. (I - Incremental length beyond 500 meters) (Rates in Rs)
		IVTBharatNet Phase-II Rural	IVTBharatNet Phase-II Rural
A	B	C	D = (C+0.69*I)
1	Up to 50 Mbps	600/-	600 + 0.69*I
2	51 Mbps to 100 Mbps	1000/-	1000 + 0.69*I
3	101 Mbps to 499 Mbps	2000/-	2000 + 0.69*I
4	500 Mbps to 999 Mbps	3000/-	3000 + 0.69*I
5	1 Gbps and above	4000/-	4000 + 0.69*I

Note: All the above information must be supported by documentary evidence.

Name of TIP_BNR-PHASE II:

Address:

Email-id:

Mobile. No: _____

Date: _____

Signature of TIP_BNR-PHASE II

Sign and Stamp of TIP_BNR

PRESS NOTE

Expression of Interest for “Providing *Fibre To The Home (FTTH)* Optical Fibre Connectivity/alternate media for Landline and Very High Speed Broad Band and Value Added Services & Lease Circuit services *on Revenue share Basis*” on BharatNet Phase-II assets.

BSNL is providing unique opportunity through this Expression of Interest (EOI) to VLEs, Resident Welfare Associations, Telecom Infrastructure Provider Bharat Net Rurals Bharat Net Rural, Field technician/VLEs of BharatNet Phase-II, Hotel Owners, Hospitals, Trust, Franchisees, System Integrators, DID Franchisees, Franchisees of BSNL, any registered company or society, Local Cable TV Operators, Telecom Service Providers, Local Shop Owners, BSNL Retailers, Direct Selling Agents, Unemployed Graduates, Local Youth having matriculation/degree or ITI, Start-ups or local entrepreneurs etc. for providing BSNL Telecom Services in the existing and upcoming residential/commercial complexes and all other parts of rural and urban areas on revenue sharing basis. *Copy of EOI is available on www.chhattisgarh.bsnl.co.in.*

Dy.General Manager (IT)
O/o CGMT CG Telecom Circle Raipur