



Letter No : CGMT/CG/IT/Bharat Fiber/2019-20/ 103

Date : 16.03.2021

To  
All BA/SSA Heads  
Chhattisgarh Telecom Circle

Subject : Revised and updated Open Expression of Interest (EOI) for engagement of Telecom Infrastructure Providers (TIPs) for providing Fibre to the Home (FTTH) Optical Fibre Connectivity/alternate media for Landline and very high speed Broad Band and Value Added Services and Lease Circuit services.

Ref: 1. Letter No : 64-253/2019/NWP-BB/FTTH Dated 12.04.2020  
2. Letter No : 64-253/2019/NWP-BB/FTTH Dated 27.04.2020  
3. Letter No : 64-253/2019/NWP-BB/FTTH Dated 04.05.2020  
4. Letter No : NPBB/11(13)/2/2020-NWP-BB-BSNL\_CO-Part(1) Dated 01.06.2020

With reference to above subject and letters issued by BSNL CO the certain changes are made in the policy for provision of FTTH connections through TIPs. Apart from this , many of the SSAs have suggested for better performance of TIPs and for providing maximum FTTH connections by BSNL.

Accordingly , this office has incorporated all guidelines, classifications , modifications directed by BSNL Corporate Office along with suggestions from field units. The updated , revised Open Expression of Interest (EOI) for engagement of Telecom Infrastructure Providers (TIPs) for providing Fibre to the Home (FTTH) Optical Fibre Connectivity/alternate media for Landline and very high speed Broadband and Value Added Services and Lease circuit services in Chhattisgarh Circle is enclosed for ready reference please.

This modified EOI will be applicable w.e.f. 01.04.2021 throughout Chhattisgarh Circle. Necessary addendum may be made in the agreements signed before 01.04.2021 after the consent of TIPs.

It is requested to give wide publicity to this revised and updated EOI for engagement of TIPs in BSNL among the builders , Resident Welfare Associations (RWAs) , Telecom Infrastructure Providers , Hotel owners , Hospitals , Trust , Franchisee , System Integrators , DIDs, Franchisees of BSNL , any registered company or society , Local Cable TV Operators , Telecom Service Providers, BSNL Retailers , Direct Sailing agents , unemployed graduates , local youth having matriculation/degree or ITI , Start-ups or local entrepreneurs etc.

The revised EOI is uploaded on Chhattisgarh Intranet Portal as well as BSNL Chhattisgarh Circle Website [www.chhattisgarh.bsnl.co.in/business\\_opportunity.html](http://www.chhattisgarh.bsnl.co.in/business_opportunity.html)

This is issued with the approval of CGMT Chhattisgarh Circle.

Encl : AA

*ATUL* 16/3/21

AGM (CFA/IT)  
O/o Chief General Manager (T)  
CG Telecom Circle Raipur

# **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 and Value Added Services & Lease Circuit Services on Revenue Share Basis w.e.f. **01.04.2021**

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

## 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 BroadBand and Value Added Services & Lease Circuit Services *on Revenue share Basis*”**

1.0 BSNL is providing unique opportunity through this Expression of Interest (EOI) to Builders, Resident Welfare Associations (RWAs), Telecom Infrastructure Providers, 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 Digital Gram Sevak /Telecom Infrastructure Providers or “TIP” 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 model is given in table 1 below.
- 1.3 All commercial documents viz CAF etc shall be collected by TIP 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
- 1.5 Hand holding and Technical knowhow shall be provided by BSNL.

### 2.0 BSNL Role and Responsibilities :

- 2.1 Build/extend OFC network/ alternate Media for Backhaul upto the designated point subject to financial viability.

### 3.0 TIP 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/points of presence (POP)
- 3.2 To execute and maintain wiring of cable inside the building upto inside the flat/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 with the provisions of free air conditioning and electricity.
- 3.4 TIP should ensure bonafide verification of the customer as per TRAI/ GoI guidelines for all revenue share models/cases.



4.0 The various business model will be as follows and revenue share percentage for TIP shall vary from 8% to 50 % maximum under respective models.

Note: (1) The revenue share as communicated above is applicable on the overall realized revenue (i.e. including rental/FMC & Usage.)

(2) OFC and other miscellaneous store shall be provided by BSNL in Case-I but will be laid by TIP inside complex to the customer interface.

4.1 The Telecom infrastructure so provided by TIP inside the complex to the customer interface in case-IV/IVA shall also include extension of back haul OFC from BSNL point of presence to TIP OLTE and shall be maintained by TIP.

4.2 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.

4.3 Illustration of revenue share of leased line and VAS Service to TIP. Suppose X%, Y% & Z % are agreed revenue share for TIP in Case I, Case II and Case III respectively .Then the revenue share that can be paid for leased line and VAS Service for Case I is 20% of X% & for Case II is 20% of Y% and for Case III is 20% of Z%.

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	Mrs Kanaklata , AGM (Planning)	9425201314	BSNL Telephone Exchange , Fafadih , Raipur (CG)
2	Bastar	Shri Kalyan Malviya , AGM (Planning)	9425201466	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 N S Kanjale , AGM (Planning)	9425201422	Main Telephone Exchange Building , BSNL , Beladula Road , Raigarh (CG)
5	Bilaspur	Shri K K Sharma , AGM (Planning)	9424140800	O/o General Manager , BSNL (City) Telephone Exchange , Link Road , Bilaspur
6	Sarguja	Shri S Kujur , AGM (Planning)	9425201170	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.**

<b>S.No.</b>	<b>Name of officer</b>	<b>Designation</b>	<b>Mobile No.</b>	<b>Email</b>
1	Shri Amit Sharma	AGM (IT)	9425201661	agmnwpcfacg@gmail.com
2	Shri Chandrabhan Tiwari	SDE (IT)	9425201907	<a href="mailto:bbfth.cg@gmail.com">bbfth.cg@gmail.com</a>

7.0 Meeting with the interested Builders , Residents Welfare Association (RWA), Telecom Infrastructure Provider (TIP) 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](http://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 “Builder / RWA / Telecom Infrastructure Provider(TIP)” 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 Builder 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 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**”).

Here Telecom Infrastructure Providers ( TIP ) Means “ A company incorporated under the company Act 1956, or Proprietorship/ Partnership firms having an objective of providing the Telecom Services including existing Cable Operators, Firms working for OFC laying, Broadband Provisioning & Maintenance and other firms working in Telecom field etc.

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 ..... Builder / RWA / Telecom Infrastructure Provider (TIP) 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.

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Sign and Stamp of TIP

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**This Agreement is signed for providing FTTH Services by Builder / RWA / Telecom Infrastructure Provider (TIP) under following Business Models in entire Chhattisgarh Circle:-**

1. Case-.....
2. Case-.....
3. Case-.....

**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 Builder / RWA / Telecom Infrastructure Provider (TIP) agree to sign this agreement on non-exclusive and revenue sharing basis to provide the BSNL telecom services.
2. Builder / RWA / TIP agrees that the infrastructure provided by BSNL PGMTD/GMTD will be utilized for exclusively for BSNL services only.
3. Builder / RWA / TIP 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-I: No existing telecom infrastructure available in the “Projects in Annexure”**

**4.1 BSNL responsibilities:**

- a) To build / extend the OFC network up to residential / commercial complex, at one point (BSNL control room), within the complex.
- b) To build / extend the BSNL telecom network.
- 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 BSNL telecom Network point (BSNL control room).
- d) To do the installation of all telecom equipments
- e) To install the ONT
- f) To do the wiring of cable inside the building upto inside the flat / shop.
- g) To provide the maintenance support to BSNL telecom equipments including OFC.

**4.2 Builder / RWA's/TIP responsibilities:**

- a) To provide the space / room on rent for setting up of control room inside the residential / commercial complex for housing the essential telecom equipments with provisions of Air-conditioning and electricity availability.
- b) To provide the maintenance support of space / room given on rent.

**Note: Case-I business model is discontinued w.e.f. 12.04.2020 for new franchisees.**

**5. Case-II: OFC infrastructure available (laid by builder or RWA) but not in use in the “Projects in Annexure”**

**5.1 BSNL responsibilities:**

- a) To build / extend the OFC network upto residential / commercial complex, at one point (BSNL control room), within the complex.
- b) To build / extend the BSNL telecom network
- c) To do the installation of all telecom equipments
- d) To install the ONT
- e) To provide the maintenance support to BSNL telecom equipments including OFC laid / build by BSNL.

**5.2 Builder / RWA’s/TIP responsibilities:**

- a) To build / extend the OFC network inside the residential / commercial complex and interconnection of building through OFC within premises.
- b) 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 BSNL telecom Network point (BSNL control room).
- c) To provide the maintenance support to OFC laid / build by the builder / RWA / infrastructure provider.
- d) To provide the maintenance support to telecom equipment supplied / installed by the builder / RWA / infrastructure provider.
- e) To provide the space / room to BSNL on rent, for setting up of control room inside the residential / commercial complex for housing the essential telecom equipment of BSNL with provisions of Air-conditioning and electricity availability.
- f) To provide the maintenance support of space / room given on rent.

**Note:** Existing Case-II Builder/ RWA/ TIP shall migrate to Case-IIA business model for existing connections, as on date of migration, in case Builder/ RWA/ TIP has to maintain overhead OFC backhaul route from the nearest BSNL pick up point up to customer locations, and Builder/ RWA/ TIP may give new connections under Case-IIA/ IIIA, as per the Case opted for new connections as mentioned in Annexure-I. In case of no overhead OFC backhaul route is available for maintenance by partner, then channel partner of such cases will continue to work in respective Case-II model.

**6. Case-IIA: OFC infrastructure available (laid by Builder/ RWA/ TIP) but not in use in the “Projects in Annexure”**

**6.1 BSNL’s responsibilities:**

- a) To build / extend the BSNL telecom network up to underground backhaul OFC network.
- b) To do the installation of all telecom equipment
- c) To install the ONT
- d) To provide the maintenance support to BSNL telecom equipment including underground OFC laid / build by BSNL.

**6.2 Builder / RWA/ TIP’s responsibilities:**



- a) To build / extend/ maintain the overhead OFC backhaul route from nearest BSNL pick up point up to residential / commercial complex, at one point (BSNL control room), within the complex.
- 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 BSNL telecom Network point (BSNL control room).
- d) To provide the maintenance support to OFC laid / build by the builder / RWA / infrastructure provider.
- e) To provide the maintenance support to telecom equipment supplied / installed by the builder / RWA / infrastructure provider.
- f) To provide the space / room to BSNL on rent, for setting up of control room inside the residential / commercial complex for housing the essential telecom equipment of BSNL with provisions of Air-conditioning and electricity availability.
- g) To provide the maintenance support of space / room given on rent.

**7. Case-III:** Full Telecom Infrastructure available (laid by builder or RWA or Telecom Infrastructure Provider) and is in use in the “**Projects in Annexure-I**”

**7.1 Responsibilities of BSNL:**

- a) To build / extend the OFC network upto residential/commercial complex, at one point (BSNL control room), within the complex.
- b) To build / extend the OFC network inside the residential / commercial complex and interconnection of building through OFC within premises.
- c) To build / extend the BSNL telecom network
- d) To do the installation of BSNL telecom equipments.
- e) To provide the maintenance support to BSNL telecom equipments including OFC laid / build by BSNL.

**7.2 Responsibilities of Builder / RWA/TIP:**

- a) To build / extend the OFC network inside the residential / commercial complex and interconnection of building through OFC within premises.
- b) 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 BSNL telecom Network point (BSNL control room).
- c) The compatible ONTs shall be supplied by Builder/RWAs/TIP to the Customers.
- d) To provide a interconnectivity at the Network operation center (NOC) buildup by the builder / RWA / Telecom infrastructure provider
- e) To provide the maintenance support to OFC laid / build by the builder / RWA / infrastructure provider.
- f) To provide the maintenance support to telecom equipment supplied / installed by the builder / RWA / infrastructure provider.

- g) To provide the space / room to BSNL on rent, for setting up of control room inside the residential / commercial complex for housing the essential telecom equipment of BSNL with provisions of Air-conditioning and electricity availability.
- h) To provide the maintenance support of space / room given on rent.

**Note:** Existing Case-III Builder / RWA/ TIP shall migrate to Case-III A business model for existing connections, as on date of migration, in case Builder/ RWA/ TIP has to maintain overhead OFC backhaul route from the nearest BSNL pick up point up to customer locations. In case of no overhead OFC backhaul route is available for maintenance by partner, then channel partner of such cases will continue to work in respective Case-III business model.

**8. Case-III A: Full Telecom Infrastructure available (laid by Builder / RWA/ TIP) and is in use in the “Projects in Annexure-I”**

**8.1 BSNL’s responsibilities:**

- a) To build / extend the BSNL telecom network up to underground backhaul OFC network.
- b) To build / extend the BSNL telecom network
- c) To do the installation of BSNL telecom equipment.
- d) To provide the maintenance support to BSNL telecom equipment including underground OFC laid / build by BSNL.

**8.2 Builder / RWA/ TIP’s responsibilities:**

- a) To build / extend/ maintain the overhead OFC backhaul route from nearest BSNL pick up point upto residential / commercial complex, at one point (BSNL control room), within the complex.
- b) To build / extend/ maintain 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 BSNL telecom Network point (BSNL control room).
- d) The compatible ONTs shall be supplied by Builder/RWAs/TIP to the Customers.
- e) To provide a interconnectivity at the Network operation center (NOC) build up by the builder / RWA / Telecom infrastructure provider
- f) To provide the maintenance support to OFC laid / build by the builder / RWA / infrastructure provider.
- g) To provide the maintenance support to telecom equipment supplied / installed by the builder / RWA / infrastructure provider.
- h) To provide the space / room to BSNL on rent, for setting up of control room inside the residential / commercial complex for housing the essential telecom equipment of BSNL with provisions of Air-conditioning and electricity availability.
- i) To provide the maintenance support of space / room given on rent.

**9. Case-IV/ IV-A: Full telecom infrastructure available (laid by builder or RWA or telecom infrastructure provider) 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).**



**9.1 Responsibilities of BSNL:**

- a) BSNL shall extend the Bandwidth connectivity (excluding overhead OFC backhaul, if any) up to OLTs free of cost, subject to techno commercial viability.
- b) To provide the maintenance support OFC laid by BSNL for OLT connectivity.

**9.2 Responsibilities of Builder / RWA/TIP:**

- a) To build/ extend/ maintain the Bandwidth connectivity through overhead OFC backhaul, from nearest BSNL pick up point OLT location.
  - 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 BSNL telecom Network point (BSNL control room).
  - d) To provide a interconnectivity at the Network operation center (NOC) buildup by the builder / RWA / Telecom infrastructure provider.
  - e) To provide the maintenance support to OFC laid / build by the builder / RWA / infrastructure provider.
  - f) To provide the maintenance support to telecom equipment supplied / installed by the builder / RWA / infrastructure provider.
  - g) Builders/RWA/TIPs shall be responsible for supply, deploy, own, operate and maintain the OLTs, ONTs.
  - h) Builders/RWA/TIPs 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 Builders/RWA/TIPs for installation of OLTs.
  - j) The compatible ONTs shall be supplied by Builders/RWA/TIPs to the customer directly.
  - k) Cost towards this shall not be considered for revenue sharing purpose. Any further post sale obligation in respect of OLTs & ONTs shall rest with Builders/RWA/TIPs and not with BSNL.
- 10.** Existing Cluster Partner of Chhattisgarh Circle engaged under policy for outsourcing model for maintenance and provisioning of landline and broadband for external plant of copper network , may also engage in FTTH Segment with the FTTH Policy for Cluster Partner vide BSNL CO Letter No : BSNLCO-NPBB/11(13)/2/2020-NWP-BB-BSNL\_CO Dated 29.10.2020.
- (a) The revenue share models have been renamed for Cluster partner as CP-II , CP-IIA , CP-III , CP-IIIA , CP-IV , CP-IVA and CP-V and shall involve all the roles and responsibility for BSNL/Partners defined for Case-II , Case-IIA , Case-III , Case-IIIA , Case-IV , Case-IVA and Case-V vide BSNL CO Letter No 64-253/2019/NWP-BB/FTTH Dated 12.04.2020.
  - (b) The roles and responsibility of Cluster Partners and BSNL shall be same as existing FTTH Business model under Case II/IIA/III/IIIA/IV/IVA/V for FTTH Channel Partners with latest modifications including overhead OFC cable maintenance.
  - (c) The annual charges for space , power supply etc for cluster partner OLT Installed in BSNL premises , shall be as per BSNL existing policy/instructions.
  - (d) In case of cluster partner termination or surrender of business , the last mile network (Splitter/ 2F/4F / ONT <If not customer owned>) provisioned by CP , shall be taken over by BSNL with no additional compensation payable by BSNL to CP.



(e) The assigned cluster to CP for FTTH connections will be on non exclusive basis and BSNL may appoint additional partners for FTTH services in same cluster.

11. There shall be no other payment other than the revenue share to be paid to the Builder / RWA / Telecom infrastructure provider. All cost incurred on account of point no 4, 5, 6, 7, 8, 9 & 10 is part of revenue share agreement/obligation and shall not be charged extra from BSNL by Builder / RWA / Telecom Infrastructure Provider.

12. 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(13)/2/2020-NWP-BB-BSNL\_CO Dated 11.12.2020

(a) FTTH Channel partner under the Case-IIA/Case-IIA/Case-IVA/ Case – V model only 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.

### 13. Billing &Collection issues :

13.1 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.

13.2 Builder / RWA / Telecom Infrastructure Provider 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.

13.3 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 Builder / RWA / Telecom Infrastructure Provider from such receipts.

13.4 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.

### 14. Revenue Share payment process:

14.1 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 shall submit the GST complied Tax invoice for the availment of input tax credit of GST by BSNL in regular interval period.

14.2 For Leased line revenue share, guidelines issued from BSNL HQ shall be followed by the TIP time to time.

14.3 SSA Head shall adhere to above upper limit of revenue share payable to builders/RWAs/Telecom Infrastructure provider 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 Builder / RWA / Telecom Infrastructure Provider as per the terms & conditions of this agreement for such customers.

- 14.4 The payment of revenue share to the Builder / RWA / Telecom Infrastructure Provider will be made by BSNL by 28th of the following month in which the revenue is realized.
- 14.5 The payment of revenue share shall be made to the Builder / RWA / Telecom Infrastructure Provider after the deduction of applicable statutory levies which includes license fees payable by BSNL and / or taxes applicable from time to time, from the revenues accrued on account of provision of telecom services under the agreement. All such taxes / levies shall be a pass-through item and shall be billed to and collected from the customers and paid to the respective statutory bodies by BSNL, except such cases where liabilities arise on account of claims raised by concerned authorities in a post-facto manner, wherein such liability shall be shared in the same ratio as the revenue share for the respective services.
- 14.6 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.
- 14.7 (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.  
 (b) 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.

**15. Revenue Share :**

15.1 Revenue sharing arrangement shall be fixed as given below:

Business Model	Case-I (Only for existing Builder/RWA/TIP)		Case-II	
	BSNL	Builder / RWA/ Telecom infrastructure provider	BSNL	Builder / RWA/ Telecom infrastructure provider
Revenue Share Ratio	--	--	80%	20%

Business Model	Case-IIA		Case-III	
	BSNL	Builder / RWA/ Telecom infrastructure provider	BSNL	Builder / RWA/ Telecom infrastructure provider
Revenue Share Ratio	75%	25%	75%	25%

Business Model	Case-III A		Case-IV/Case-IVA	
	BSNL	Builder / RWA/ Telecom infrastructure provider	BSNL	Builder / RWA/ Telecom infrastructure provider
Revenue Share Ratio	70%	30%	50%	50%

Business Model	Case-V	
	BSNL	Builder / RWA/ Telecom infrastructure provider
Revenue Share Ratio	90%	10%

15.2 All commercial works (CAF etc) shall be undertaken by BSNL and all customers shall be BSNL customers.

15.3 BSNL shall collect dues payable to it by the individual residents / commercial complex occupants of “Projects in the Annexure” directly from such subscribers / residents. “Builder / RWA / Telecom Infrastructure Provider (TIP)” 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 “Builder / RWA / Telecom Infrastructure Provider (TIP)” is not liable.

**16. Revenue share for Cluster Partners under different Business models shall be applicable as under**

S.No.	FTTH Model for Cluster Partner	The Base revenue share to Cluster Partner	Maximum revenue share with incentive	Minimum revenue share with Dis-incentive
1	CP-II	15%	16%	14%



2	CP-II A	20%	21%	19%
3	CP-III	20%	21%	19%
4	CP-III A	25%	26%	24%
5	CP-IV/IVA	Up to 45%	Up to 47%	Up to 43%
6	CP-V	Up to 10%	Up to 11%	Up to 9%

### 17. 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 different case models 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. ( N = Total local lead length in meters from BSNL Pick up point to customer end , I - Incremental length beyond 500 meters. (Rates in Rs)	
		Case-IIA/IIIA/IVA	Case-V	Case-IIA/IIIA/IVA	Case-V
A	B	C	D	$F = (C+0.69*I)$	$G = (D/500)*N$
1	Up to 50 Mbps	600/-	300	$600 + 0.69*I$	$0.6*N$
2	51 Mbps to 100 Mbps	1000/-	300	$1000 + 0.69*I$	$0.6*N$
3	101 Mbps to 499 Mbps	2000/-	300	$2000 + 0.69*I$	$0.6*N$
4	500 Mbps to 999 Mbps	3000/-	300	$3000 + 0.69*I$	$0.6*N$
5	1 Gbps and above	4000/-	300	$4000 + 0.69*I$	$0.6*N$

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 Truncking 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.

### 18. General Conditions:

- 18.1 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 as the part of the agreement.

- 18.2 This agreement is a confidential document. The builder / RWA / Telecom Infrastructure Provider (TIP) shall not divulge any part of the agreement either through oral or written communication or through any other mode to any third party.
- 18.3 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.
- 18.4 The agreement is valid for entire SSA on non-exclusive basis.
- 18.5 **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.
- 18.6 **Termination :**the agreement shall be terminated by giving a one months' notice to the FTTH Partner
- 18.6.1 Failure to Commission the equipment and /or execution of the work at all by the FTTH Partner within 3 months from signing of agreement.
- 18.6.2 Failure to perform any other obligation(s) under the Contract; and
- 18.6.3 Equipment does not perform satisfactory in the field in accordance with the specifications.
- 18.6.4 Failure to meet the SLAs parameters continuously for 3 months.
- 18.6.5 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.
- 18.7 **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.
- 18.8 This agreement shall be binding upon all respective successors of the parties.
- 18.9 **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.
- 18.10 **SLA (Service Level Agreement):**
- 18.10.1 Services to the customers shall be provisioned within 7 days of generation and making over of Order Book (OB) by BSNL to Builder/ RWA/ TIP.
- 18.10.2 Faults Clearance: Within 4 hrs. of registration of fault by customers or made over of fault to TIP by BSNL for the faults in the part of network owned & maintained by Builder/ RWA/ TIP.
- 18.11 **Non-Disclosure Agreement:** Format of the non-disclosure undertaking, as per **Annexure-II**, shall be signed by the franchisee.

## 19. EMS:

- 19.1 Under Model IV, 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.
- 19.2 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.

19.3 Further, open protocol shall be supplied as the North bound interface along with suitable network interface and software in the EMS.

19.4 The format for the reporting from EMS shall be finalized by BSNL.

## 20. Compliance of Laws:

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

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

## 21. Indemnification:

Builder / RWA / Telecom Infrastructure Provider (TIP) 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 Builder / RWA / Telecom Infrastructure Provider (TIP) ;

## 22. 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.

## 23. Penalties:

a) Penalties will be levied on monthly KPIs

KPI	SLA	Penalty
Fault Clearance	95% in 24 hrs.	0.1% of invoice value for each 1% of slippage.
MTTR for FTTH connections having FMC>1001	6 Hrs.	1 % of invoice value for each hour of slippage ( rounded off)



MTTR for all other FTTH connections having FMC <1001	8 Hrs	1 % of invoice value for each hour of slippage ( rounded off)
Repeat fault	10%	1% of invoice value for each 1% 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/SIP Trunk/Leased Circuits or any other services on 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) The contract(s) will be terminated & PBG forfeited, upon non-performance & failure to meet all the SLAs i.e. MTTR, Provisioning, fault clearance and repeat faults parameters for consecutive 3 months. Notice shall be served for non-performance in 1<sup>st</sup> month, 2<sup>nd</sup> month and 3<sup>rd</sup> month before final termination.
- d) In case partial SLAs are met then also it is liable for termination. However, EO/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.
- e) Total penalties for network maintenance shall be capped at 15% of invoice value of maintenance work. However penalty for delay in new provisioning will be levied as per actuals and shall be in addition to penalties for network maintenance.
- f) 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.
- g) 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.
- h) The bidder shall be responsible for safety of the materials, either 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.

**24. 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.

**25. 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.

## **26. Arbitration**

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

The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996 and subsequent Amendments/modifications. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CMD, BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

26.2 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.

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

**27. 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.

**28. 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 -----





**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 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 a breach.

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

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

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

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

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 the Confidential Information has not been provided in



breach of any other agreement or arrangement with third parties. The Disclosing Party indemnifies the Recipient against liability for third party claims on that basis.

- (b) Each party warrants that it is a corporation with full corporate power and authority to enter into and do all things necessary for the performance of this agreement. Each signatory to this agreement warrants that he or she is authorized to sign on behalf of the corporation for whom he or she acts.
- (c) Each party agrees to comply with all applicable Laws and Regulations including but not limited to laws and regulations relating to export and re-export of technical data documentation and / or providing insofar as they relate to the information disclosed under this Agreement.

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 at .....India.

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 good faith.

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

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: CGMT/CG/IT/Bharat Fiber/TIP/2019-20/21 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 I/II/III/IV  
Address: \_\_\_\_\_  
Type of Location (Residential or Commercial): \_\_\_\_\_  
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 builder/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

Sign and Stamp of TIP



Note: Kindly enclose approved layout PLAN drawing of the complex/ projects in Annexure.  
 (\* Strike whichever is not applicable)  
 \* TIP may submit separate Appendix for different location.

**Appendix – II**  
**Information/Documents to be submitted by TIP/Applicant**

1. General information about TIP( Telecom Infrastructure Provider) /Applicant

a. TIP's/Applicant's legal Name	
b. Legal status of TIP/ 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'S/ Applicant's legal address in India Telephone Numbers/ Fax numbers for communication	
f. TIP's/Applicant's Authorised Signatory (Name, Designation, Address, Contact No.)	
g. TIP's/Applicant's authorised representative (Name, Designation, Address, Contact No.)	

2. Following documents required to be submitted

- a. Affidavit in case of proprietary firm
- b. Partnership deed in case of partnership Firm
- c. Memorandum and Article of Association in case of public/ Private Limited Company.
- d. In case of consortium- MOU/Agreement/duly notarised) entered into by JV/consortium members, containing intended percentage participation, nomination of lead member etc.
- e. Authorisation/POA in favour by authorised signatory of the TIP to sign the agreement documents.  
POA/ authorisation to contain specimen signature, Board resolution in favour of POA/authorised signatory.
- f. Educational certificate in case of Graduate/ITI/Matriculate
- g. Trade licence in case of Local Entrepreneurs
- h. PROPOSAL LETTER BY TIP 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( Each Member in case of JV/consortium) :  
.....
4. GST Registration No of Applicant/TIP (If applicable)  
(Each members in case of JV/consortium): .....
5. AADHAR Card No of applicant/ TIP (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. Case for which proposal is submitted : **Case-I/ Case-II/Case-IIA/ Case-III/Case-IIIA /Case-IV/Case-IVA/Case-V** (please Tick whichever is applicable)
8. Revenue Share: (Please fill in the desired revenue share percentage %)

Business	Case I *		Case II*		Case III*	
Model	No existing telecom infrastructure		OFC Infrastructure available (laid by TIP but not yet in use)		Full Telecom Infrastructure available and services already offered by different TIPs	
Revenue share %	BSNL	TIPs	BSNL	TIPs	BSNL	TIPs

\*For Case-I minimum BSNL share shall be 92%

\*For Case-II minimum BSNL share shall be 80%

\*For Case-III minimum BSNL share shall be 75%

Business	Case IV*/IVA*	
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 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
share %		

\*For Case-IV/IVA minimum BSNL share shall be 50%

(\*Strike out whichever is not applicable)

Business Model Case V	BSNL	Telecom infrastructure provider
Revenue Share Ratio	100(-)Quoted % by TIPs <b>BSNL minimum Revenue share is 90%</b>	<b>Quoted % subject to the max of 10%</b>

**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. ( N = Total local lead length in meters from BSNL Pick up point to customer end , I - Incremental length beyond 500 meters. (Rates in Rs)	
		Case-IIA/IIIA/IV A	Case-V	Case-IIA/IIIA/IVA	Case-V
A	B	C	D	$F = (C+0.69*I)$	$G = (D/500)*N$
1	Up to 50 Mbps	600/-	300	$600 + 0.69*I$	$0.6*N$
2	51 Mbps to 100 Mbps	1000/-	300	$1000 + 0.69*I$	$0.6*N$
3	101 Mbps to 499 Mbps	2000/-	300	$2000 + 0.69*I$	$0.6*N$
4	500 Mbps to 999 Mbps	3000/-	300	$3000 + 0.69*I$	$0.6*N$
5	1 Gbps and above	4000/-	300	$4000 + 0.69*I$	$0.6*N$

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

Name of TIP:

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email-id:

Mobile. No: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of TIP

## 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*”

BSNL is providing unique opportunity through this Expression of Interest (EOI) to Builders, Resident Welfare Associations, Telecom Infrastructure Providers, 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](http://www.chhattisgarh.bsnl.co.in).*

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