



भारत संचार निगम लिमिटेड
BHARAT SANCHAR NIGAM LIMITED

भारत सरकार का उपक्रम
(A Government of India Enterprise)
O/o the GM(Telecom), Sanchar Bhawan, Itanagar, Arunachal Pradesh
कार्यालय महाप्रबंधक, ईटानगर, अरुणाचल प्रदेश

EOI No: WG-591/2019-20/01

Date: 01-06-2019

**EOI
Document
for
EMPANELMENT OF FTTH
INFRASTRUCTURE PROVIDER (FIP)
FOR PROVIDING FIBRE TO THE
HOME(FTTH) SERVICES FOR HIGH
SPEED INTERNET SERVICES IN
ARUNACHAL PRADESH**

Last Date of Submission: 22.06.2019, 1530Hrs

Cost of EOI Document: Rs 500/- (incl. of GST)



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NOTICE INVITING EOI FOR FTTH SERVICE IN ARUNACHAL PRADESH

Sealed EOIs are invited by the General Manager Telecom, BSNL, Arunachal Pradesh, from eligible bidders for **“Empanelment of FTTH Infrastructure Provider (FIP) for providing Fibre to the Home (FTTH) services for high speed internet services in Arunachal Pradesh”**.

1	Name of EOI	Empanelment of FTTH Infrastructure Provider(FIP) for providing Fibre to the Home(FTTH) services for high speed internet services in Arunachal Pradesh
2	Last date of Submission	22.06.2019, 1530Hrs
3	Cost of Form	Rs.500/-incl. GST (Non-refundable) in the form of Demand Draft/Banker Cheque/Cash in favour of AO(Cash), BSNL, Itanagar.
4	Performance Security Guarantee	Performance Security Guarantee of Rs.10,000/-(Rupees Ten thousand only) in the form of Demand Draft/Banker Cheque/Cash in favour of AO(Cash), BSNL, Itanagar.

The EOI document may be downloaded from www.ne2.bsnl.co.in and submitted along with cost of EOI document and EMD Or it may be purchased from SDE(Plg), O/o the GMTD, BSNL, Itanagar, Arunachal Pradesh.

The completed EOI document may be submitted to AGM (A&P), O/o the GMTD, BSNL, Sanchar Bhawan, Itanagar, Arunachal Pradesh, on or before last date of submission.

AGM (A&P)
O/o the GMTD, BSNL,
Itanagar, Arunachal Pradesh

SECTION-I

BSNL is providing unique opportunity through this Expression of Interest (EOI) to Builders, Resident Welfare Associations (RWAs), Telecom Infrastructure Providers (TIPs), FIP (FTTH Service Provider), Hotel owners, Hospitals, Trusts, Franchisees, DSA, System Integrators, DIDs Franchisees of BSNL, any Registered Company or Society, unemployed Engineer Graduates, Local Cable TV network Companies/ Firms (**herein after referred to as FTTH Infrastructure Providers or FIP in short**) for providing BSNL FTTH services in the existing and upcoming residential/commercial complexes on revenue sharing basis. The scheme is applicable for entire area of Arunachal Pradesh SSA

1. Terms and Conditions:

- 1.1 Agreement under the above subject shall be applicable for FTTH services.
- 1.2 Revenue sharing shall be from the overall realized revenue (i.e. including rental/FMC(Fixed Monthly Charge) and usage, excluding Taxes). The detail revenue share model is given in subsequent paras.
- 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 The FIP would be finalized district wise and there is no limitation of number of FIP in a district
- 1.5 EOI will be valid for 180 days from date of last date of submission

1.6 Documents required to be submitted:

- a) Documentary proof to establish that the applicant is a Builder, Resident Welfare Association (RWA), Telecom Infrastructure Provider (TIP), FIP (FTTH Service Provider), Hotel owner, Hospital, Trust, Franchisee, DSA, System Integrator, DIDs Franchisee of BSNL, any Registered Company or Society, unemployed Engineer Graduate, Local Cable TV network Company/ Firm.
- b) PAN Card
- c) Aadhaar Card

2. Eligibility Criteria:

Builders, Resident Welfare Associations (RWAs), Telecom Infrastructure Providers (TIPs), FTTH Infrastructure Provider(FIP), Hotel owners, Hospitals, Trusts, Franchisees, DSA, System Integrators, DIDs Franchisees of BSNL, any Registered Company or Society, unemployed Engineer Graduates, Local Cable TV network Companies/ Firms are eligible to participate in the EOI.

3. BSNL Role and Responsibilities:

Build/extend OFC network/ alternate media for backhaul connectivity upto the nearest BSNL POP based on techno-commercial viability

4. TIP Responsibilities

- 4.1 To provide all FTTH equipment and cable like AOFC/OFC, OLTE, ONT, Splitter, etc. from BSNL POP to customer premises.

4.2 The compatible ONT shall be supplied by FIP to the customers directly and cost towards this shall not be considered for revenue share purpose. Any further post sale obligation in respect of ONT shall rest with FIP and not with BSNL. BSNL shall extend the bandwidth connectivity upto OLTE free of cost subject to techno-commercial viability. Hence, OLTE shall be installed by FIP with mutual consultation with BSNL.

4.3 FIP shall follow all the guidelines/rules/regulations of Govt. of India/DoT including TRAI parameters.

4.4 To do the wiring of cable inside the building up to one point inside the flat/shop/office and laying of connecting cable network in whole premises/complex connecting various buildings/towers for the telecom network point (Telecom Control room).

4.5 To maintain the OFC laid by the FIP

4.6 To provide the maintenance support to Telecom equipment supplied/installed by the FIP.

5. Bill issue and collection:

5.1 BSNL shall be solely responsible for all commercial functions of bill issue and its collection for FTTH services provided to customers under the agreement. The services shall be billed as part of telecom services provided by BSNL. The bill will be raised and collected by BSNL from the subscribers.

5.2 FIP shall not charge any money from the customers for BSNL services.

5.3 The terms and conditions of payments by customers shall be governed by BSNL's rules from time to time. The disconnections and dispute resolution rules/procedure practices from payment defaulters shall be enforced.

6. Revenue share, payment and process:

6.1 Revenue sharing and other payments will be chargeable on realized amount done by BSNL from its subscribers/Customers after deduction of applicable statutory levies.

6.2 All the customers falling under the purview of this agreement shall be identified separately and the revenue share may be paid to the FIP as per the terms and conditions of this agreement for such customers

6.3 The payment of revenue share to the FIP will be made by BSNL in the next month after actual receipt of the amount from the customers.

6.4 The payment of revenue share shall be made to the FIP on realized amount 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 realized on account of provision of FTTH 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 liabilities shall be shared in the same ratio as the revenue share for the respective services.

6.5 Any discrepancies found in payment of revenue share would be mutually discussed and resolved. Balance of payment arising due to any reason shall be adjusted in future payments by BSNL.

6.6 The sharable revenue is net of all statutory taxes & levies like license fee, GST, etc.

7. Revenue Share /Tariff:

7.1 Revenue sharing shall be as per Corporate Office letter no.64-253/2013-BB dated 14/2/2017 and any changes thereof :

Business Model	Case –IV	
	FIP i.e. Builders/RWAs/TIPs responsible for Supply, Deploy, Own, Operate & Maintain the OLTEs, ONTs and all the Telecom Network Infrastructure beyond OLTE up to customer’s premises	
	To BSNL(Minimum)	To Builder/RWAs/TIPs(Maximum) (FIP)
Revenue Share Ratio on realized amount	60%	40%

7.2 All commercial works like customer agreement form etc. shall be undertaken by BSNL and all customers shall be BSNL customers.

7.3 BSNL shall collect dues payable to it by the individual residents/ Commercial complex occupants of buildings.

7.4 Shareable Revenue is net of all statutory Taxes & levies like License Fee, Service Tax etc.

8. Period of agreement: The agreement shall be valid for the period of 3 years from the date of signing and will be renewable thereafter on same/mutually agreed terms and conditions and duration.

9. Termination of the Agreement: The agreement may be terminated only by the mutually, written consent of the parties giving 60 days’ notice. Termination of the agreement shall be without prejudice to the accrued rights and liabilities of the parties on the date of termination. In case of non-performance by FIP, the agreement may be terminated by giving one month notice.

10. Severability

Should TRAI/DoT declare any part of this agreement unenforceable through direction/order/regulation or if terms of license of BSNL are changed through any amendment or order of the Government, the parties will cooperate and take all appropriate steps to amend modify or alter this agreement.

11. Compliance of laws

BSNL and FIP 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, permission or other approval, if any required by the laws in India in connection with the services to be rendered hereunder. Further, services provided to the customers shall be subject to Indian Telegraph Act 1885. TRAI directions and tariff circulars issued by BSNL Corporate office.

12. Indemnification:

The parties agree to protect, defend, indemnify and hold harmless each other and their employees, officers, directors agents or representatives from and against any and all liabilities, damages, fines, penalties and cost (including legal costs and disbursements) arising from or relating to:

(a) Any breach of any statute, regulation, direction, orders or standards from any government body, agency, telecommunications operator or regulator applicable to such party; “or”

(b) Any breach of the terms and conditions in this agreement by the other party.

13. Relationship

Each party understand 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 representative 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 employee, agents, or legal representative of the other party, the former party shall forthwith upon demand make good any/all loss, cost, damage including consequential loss, suffered by the other party on this account.

14. ARBITRATION

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 **General Manager, BSNL, Arunachal Pradesh** or if this 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 **General Manager, BSNL, Arunachal Pradesh** the or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the **General Manager, BSNL, Arunachal Pradesh** 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, NE-II, BSNL, Dimapur** or the said officer. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or BSNL employee that he has to deal/dealt with the matter to which the agreement relates or that in the course of his duties as a Govt. Servant or BSNL employee he has expressed his views on all or any of the matters in dispute. The awards 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, NE-II, BSNL, Dimapur** 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 predecessor.

The arbitrator may from time to time with the consent of both parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration 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.

The venue of the arbitration proceeding shall be the office of the General Manager, BSNL, Itanagar, Arunachal Pradesh or such other places in Arunachal Pradesh as the arbitrator may decide.

SECTION-II

Information and documents to be furnished by FIP applicants

1. General information about FIP:

1. Name of Firm/Applicant	
2. Address	
3. Email ID	
4. Mobile Number	
5. PAN No	
6. Adhaar Card No.	
7. Name of District where applicant is interested for providing FTTH service	1. _____ 2. _____ 3. _____

2. Documents required to be submitted:

- a) Documentary proof to establish that the applicants is a Builders, Resident Welfare Associations (RWAs), Telecom Infrastructure Providers (TIPs), FIP (FTTH Service Provider), Hotel owners, Hospitals, Trusts, Franchisees, DSA, System Integrators, DIDs Franchisees of BSNL, any Registered Company or Society, unemployed Engineer Graduates, Local Cable TV network Companies/ Firms.
- b) PAN Card
- c) Aadhaar Card

SECTION-III

FORMAT FOR AGREEMENT

This agreement entered into on this ____ day of _____ 2019 by and between **BHARAT SANCHAR NIGAM LIMITED** (hereinafter referred to as “**BSNL**”), a company incorporated under the Companies Act 1956, having its registered Office and Corporate Office at Bharat Sanchar Bhawan, , New Delhi-110001, represented by _____, on behalf of General Manager , Itanagar, Arunachal Pradesh-791111.

And _____ (hereinafter referred to as FTTH Infrastructure Provider” or “FIP”), having its registered office at _____ (hereinafter referred to as ‘FIP’), represented by Shri _____

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) in its licensed areas of operation in geographical territory of India.

AND _____ is engaged in providing _____

WHEREAS BSNL, has invited EOI for Empanelment of FTTH Infrastructure Provider(FIP) for providing Fibre to the Home(FTTH) services for high speed internet services in Arunachal Pradesh vide EOI no. _____ Dated _____

AND WHEREAS, FIP has participated in the EOI and found eligible for empanelment as FTTH Infrastructure Provider(FIP) for providing Fibre to the Home(FTTH) services for high speed internet services in Arunachal Pradesh.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the due observance and performance of all the terms and conditions of this agreement, the BSNL and FIP agree to sign this agreement on non-exclusive and revenue sharing basis to provide the BSNL FTTH services in Arunachal Pradesh
2. **BSNL Role and Responsibilities:**
Build/extend OFC network/ alternate media for backhaul connectivity upto the nearest BSNL POP based on techno-commercial viability.
 - a. To provide all FTTH equipment and cable like AOFC/OFC, OLTE, ONT, Splitter, etc. from BSNL POP to customer premises.
 - b. The compatible ONT shall be supplied by FIP to the customers directly and cost towards this shall not be considered for revenue share purpose. Any further post sale obligation in respect of ONT shall rest with FIP and not with BSNL. BSNL shall extend the bandwidth connectivity upto OLTE free of cost subject to techno- commercial viability. Hence, OLTE shall be installed by FIP

with mutual consultation with BSNL.

c. FIP shall follow all the guidelines/rules/regulation of Govt. of India/DoT including TRAI parameters.

d. To do the wiring of cable inside the building up to one point inside the flat/shop/office and laying of connecting cable network in whole premises/complex connecting various buildings/towers for the telecom network point (Telecom Control room).

e. To maintain the OFC laid by the FIP

f. To provide the maintenance support to Telecom equipment supplied/installed by the FIP.

d) Bill issue and collection:

a. BSNL shall be solely responsible for all commercial functions of bill issue and its collection for FTTH services provided to customers under the agreement. The services shall be billed as part of telecom services provided by BSNL. The bill will be raised and collected by BSNL from the subscribers.

b. FIP shall not charge any money from the customers for BSNL services.

c. The terms and conditions of payments by customers shall be governed by BSNL's rules from time to time. The disconnections and dispute resolution rules/procedure practices from payment defaulters shall be enforced.

e) Revenue share, payment and process:

5.1 Revenue sharing and other payments will be chargeable on realized amount done by BSNL from its subscribers/Customers after deduction of applicable statutory levies.

5.2 All the customers falling under the purview of this agreement shall be identified separately and the revenue share may be paid to the FIP as per the terms and conditions of this agreement for such customers

5.3 The payment of revenue share to the FIP will be made by BSNL in the next month after actual receipt of the amount from the customers.

5.4 The payment of revenue share shall be made to the FIP on realized amount 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 realized on account of provision of FTTH 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 liabilities shall be shared in the same ratio as the revenue share for the respective services.

5.5 Any discrepancies found in payment of revenue share would be mutually discussed and resolved. Balance of payment arising due to any reason shall be adjusted in future payments by BSNL.

5.6 The sharable revenue is net of all statutory taxes & levies like license

fee, GST, etc.

f) Revenue Share /Tariff:

6.1 Revenue sharing shall be as per Corporate Office letter no.64-253/2013-BB dated 14/2/2017 and any changes thereof :

Business Model	Case –IV	
	FIP i.e. Builders/RWAs/TIPs responsible for Supply, Deploy, Own, Operate & Maintain the OLTEs, ONTs and all the Telecom Network Infrastructure beyond OLTE up to customer's premises	
	To BSNL(Minimum)	To Builder/RWAs/TIPs(Maximum) (FIP)
Revenue Share Ratio on realized amount	60 %	40%

6.2 All commercial works like customer agreement form etc. shall be undertaken by BSNL and all customers shall be BSNL customers.

6.3 BSNL shall collect dues payable to it by the individual residents/ Commercial complex occupants of buildings.

6.4 All charges / revenue share / commercials under this agreement are exclusive of taxes. Taxes will be charges extra as applicable.

g) Area of Operation (Name of District):

a. _____

b. _____

c. _____

h) Period of agreement: The agreement shall be valid for the period of 3 years from the date of signing and will be renewable thereafter on same/mutually agreed terms and conditions and duration.

i) Termination of the Agreement: The agreement may be terminated only by the mutually, written consent of the parties giving 60 days' notice. Termination of the agreement shall be without prejudice to the accrued rights and liabilities of the parties on the date of termination. In case of non-performance by FIP, the agreement may be terminated by giving one month notice.

j) Severability

Should TRAI/DoT declare any part of this agreement unenforceable through direction/order/regulation or if terms of license of BSNL are changed through any amendment or order of the Government, the parties will cooperate and take all appropriate steps to amend modify or alter this agreement.

k) Compliance of laws

BSNL and FIP 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, permission or other approval, if any required by the laws in India in connection with the services to be rendered hereunder. Further, services provided to the customers shall be subject to Indian Telegraph Act 1885. TRAI directions and tariff circulars issued by BSNL Corporate Office.

l) Indemnification:

The parties agree to protect, defend, indemnify and hold harmless each other and their employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and cost (including legal costs and disbursements) arising from or relating to:

(a) Any breach of any statute, regulation, direction, orders or standards from any government body, agency, telecommunications operator or regulator applicable to such party; “or”

(b) Any breach of the terms and conditions in this agreement by the other party.

m) Relationship

Each party understand 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 representative 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 employee, agents, or legal representative 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.

n) ARBITRATION

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 **General Manager, BSNL, Arunachal Pradesh** or if this 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 **General Manager, BSNL, Arunachal Pradesh** the or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the **General Manager, BSNL, Arunachal Pradesh** 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, NE-II, BSNL, Dimapur** or the said officer. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or BSNL employee that he has to deal/dealt with the matter to which the agreement relates or that in the course of his duties as a Govt. Servant or BSNL employee he has expressed his views on all or any of the matters in dispute. The awards 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, NE-II, BSNL, Dimapur** 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 predecessor.

The arbitrator may from time to time with the consent of both parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration 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.

The venue of the arbitration proceeding shall be the office of the General Manager, BSNL, Itanagar, Arunachal Pradesh or such other places in Arunachal Pradesh as the arbitrator may decide.

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

For BSNL

For FIP

Witness:-

- 1.
- 2.

- 1.
- 2.