



BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

**OFFICE OF THE GENERAL MANAGER TELECOM
ITANAGAR, ARUNACHAL PRADESH - 791 111**

EOI NO: WG-612/PLG/2021-22/01

Dated 12.04.2021

Expression of Interest for empanelment of Radio Broadband Service Partners (RBSP) for providing for Bharat Air Fiber service in unlicensed radio spectrum on revenue share basis in Arunachal Pradesh SSA

Cost of EOI document: Rs. 590/- (Incl. 18% GST)

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SECTION I



BHARAT SANCHAR NIGAM LIMITED

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OFFICE OF THE GENERAL MANAGER TELECOM,
ITANAGAR, ARUNACHAL PRADESH

No: WG-612/PLG/2021-22/01

Date: 12.04.2021

NOTICE FOR EMPANELMENT OF RBSP FOR BHARAT AIRFIBER SERVICE IN ARUNACHAL PRADESH

On behalf of BSNL, the General Manager Telecom, BSNL, Arunachal Pradesh, invites EOI from interested partner for “**Empanelment of Radio Broadband Service Partners (RBSP) for providing Bharat Air Fiber service in unlicensed radio spectrum on revenue sharing basis in Arunachal Pradesh SSA**”.

1	Name of EOI	Empanelment of Radio Broadband Service Partners (RBSP) for providing Bharat Air Fiber service in unlicensed radio spectrum on revenue sharing basis in Arunachal Pradesh SSA
2	Last date of Submission	Open
3	Cost of Form	Rs.590/-incl. GST (Non-refundable) in the form of Demand Draft/Banker Cheque/Cash in favour of AO(Cash), BSNL, Itanagar.
4	One time empanelment fee	Rs.5,000/-(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 completed EOI document may be submitted to AGM (A&P), O/o the GMTD, BSNL, Sanchar Bhawan, Itanagar, Arunachal Pradesh.

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

SECTION II

SCOPE OF WORK

1. Scope of the Work:

1.1 To provide Broadband/voice service on last mile access over Radio frequency technology on the unlicensed band wherein RF base station and associated equipment shall be deployed & managed by partner with CAPEX & OPEX on their part on non-exclusive basis.

1.2 Partner shall design, build and operate the system to provide High Speed Broadband/voice Services through RF technology at their own cost. The offered RF technology & all equipment shall conform to international standards.

1.3 All broadband/voice services over RF unlicensed band shall be sold under the brand name of BSNL.

1.4 The areas to be allotted to RBSP shall be clearly defined. The decision of BSNL shall be binding and final in this respect.

2. Eligibility of the Radio Broadband Service Partners:

i) Any registered/ partnership/ proprietorship firm/ Society including existing Telecom Infra provider, having minimum turnover of Rs.10 lakhs per year during the last three consecutive years shall be eligible.

ii) One-time Registration charges of Rs.5,000/- (Rupees Five Thousands Only) shall be taken at the time of registration.

3. Responsibility of Radio Broadband Service Partners (RBSPs).

(i) RBSP (Radio Broadband Service Partners) shall be responsible for Supply, Deploy, Own and Operate all the hardware with CAPEX and OPEX on its part including but not limited to

(a) RF Base Station along with Omni directional/ unidirectional antenna (point to Multipoint), UPS, Power supply, Signal booster, pole/ mast, racks, Space, cabling, layer 2 switch, Management Software for checking health of various network element etc.

(b) Equipment at Customer Premises (RF antenna and Wi-Fi Router etc.)

(ii) RBSP shall build/ extend the RF coverage at access location/premises.

(iii) RBSP shall be given space and power for installation of Radio equipment/ antenna in BSNL buildings, rooftops & towers. The space & power as required shall be provided free of cost by BSNL subjected to technical feasibility and availability. However, for AC operated equipment, UPS, if deemed fit; will be the responsibility of RBSP.

(iv) The RBSP shall setup his office/ contact centre within one month of registration.

(v) In case RBSP want to deploy RF base station/ central equipment at premises other than the one owned by BSNL, the same shall also be permitted subject to the technical feasibility.

(vi) In case of RF base station is installed outside BSNL locations, ROW (Right of Way) permissions and related charges, rental of space, Power/ Power Back up, etc. if any, for equipment shall be paid by RBSP. RBSP shall be responsible for extending connectivity from nearest BSNL POP to their premises along with arrangement of necessary end equipment and bear expenditure for the same. BSNL shall provide internet/MPLS bandwidth free of cost to RBSP.

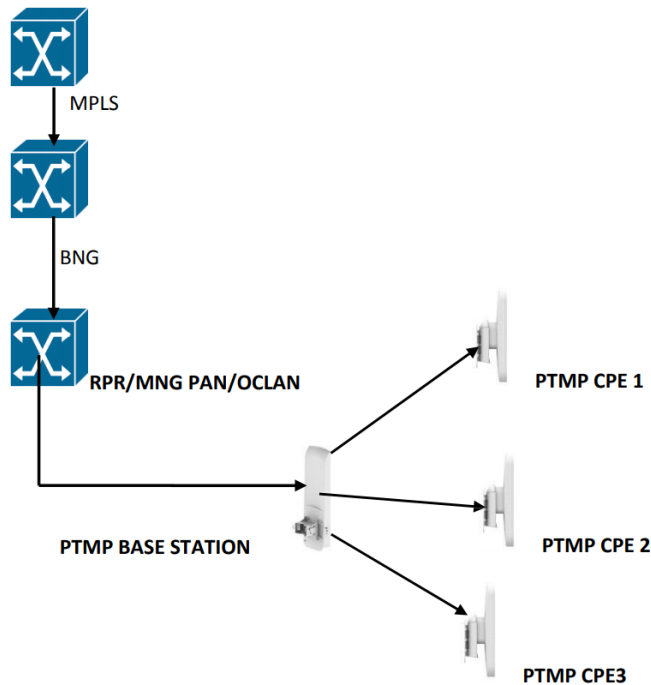
(vii) Customer Premises equipment such as RF receiver, RF Modem & other equipment's including UPS, Power Supply, Signal booster, pole/ mast, racks, Space, cabling, etc. shall be responsibility of RBSP.

- (viii) Promotion and Marketing of services: RBSP shall pro-actively market the Broadband service educating the customer on the usage/ benefits of the service & BSNL tariff plans etc. in consultation with BSNL.
- (ix) The RBSP shall carryout all formalities for Customer acquisition, assisting customers in filling-up of CAF (Customer Acquisition Form) and subscription of BSNL services by residents in a pro-active manner using FMS. The RBSP shall carryout required co-ordination with BSNL commercial/ booking offices for completion of commercial formalities.
- (x) The compatible customer premises equipment (CPE) shall be supplied by the RBSP to the customer directly. The cost of the CPE and post-sale obligation in respect of CPE shall rest with Partner.
- (xi) However, for CPEs billed through BSNL to Govt. Institutions and Central/ State Government PSU, BSNL shall retain 10% as collection margin on the realized amount. BSNL shall pass-on remaining 90% amount to the partner against monthly invoices raised by bidder, after deduction of statutory levies/ license fee, etc. as applicable.
- (xii) The RBSP shall comply with all applicable laws, byelaws, rules, regulations, orders, directions and notifications etc. as per Law of the land and of Government/ Court/ Tribunals as may be required from time to time and co-operate with BSNL in meeting the requirement of the Govt.
- (xiii) Compliance to all mandatory Government of India regulations and security guidelines and providing information to Law Enforcement Agency (LEA) etc. will be responsibility of RBSP for details required by BSNL for ultimate compliance.
- (xiv) The RSBP shall inform BSNL the rate of customer premises equipment to be charged from customer from time to time as per the prevailing market rate.

4. Responsibility of BSNL:

- (i) BSNL shall provide Central Billing & Authentication Platform {AAA server, Subscriber profile repository (LDAP or RDBMS, Policy Manager (SSSC) & Charging Gateway}. Each Subscriber would be authenticated by AAA server of BSNL.
- (ii) RF base equipment (Managed LAN Switch/ Server etc.) of RBSP shall be integrated with the SSSC of BSNL. BSNL shall facilitate the process.
- (iii) RBSP shall be given space and power for installation of Radio equipment/ antenna in BSNL buildings, rooftops and towers. The space & tower as required shall be provided free of cost by BSNL subject to technical feasibility and availability.
- (iv) Each Subscriber would be created in the BSNL Centralized Billing and Authentication System and Subscriber details would be available at the Central AAA server, SSC where RBSP base station equipment has been integrated.
- (v) BSNL shall provide Central Billing & Authentication Platform. Subscriber will be owned by BSNL. BSNL shall maintain CAF of the customers.
- (vi) BSNL shall provide the Call Centre Support.
- (vii) To maintain the customer records as required by Licensor, Regulator and Law enforcing agencies.
- (viii) To operate & maintain Telecom equipment's/ network owned by BSNL.
- (ix) Post sale obligation in respect of any device (Wi-Fi Router, Home Gateway, USB Wi-Fi adapter etc.) sold to customer directly by either party (i.e. BSNL or RBSP) shall rest with either party (who sold the device to the partner).

5. **Typical Radio Modem Implementation shall be as per below architecture diagram.**



6. **Payment terms:**

- i. One time installation charges as per tariff plan shall be kept by BSNL.
- ii. BSNL shall not pay any amount, out of security deposit collected by BSNL from Bharat Air Fiber customers.
- iii. The payment to the partner shall be made online through Prepaid Wallet similar to FTTH Wallet. Bill shall be collected using this wallet given by BSNL. Due amount payment settlement shall be done on monthly basis based on the bill collections done by partner and payments made by the customer in BSNL customer Service Center.
- iv. RBSP need to mandatorily use wallet for collection of bills issued by BSNL from customers and Franchisee Management System.
- v. RBSP shall receive up to 90% revenue share in the wallet in the form of “On The Fly” (OTF) commission after deduction of 5% TDS margin after payment of bill by the customer. RBSP to submit invoice for 100% amount including GST. The 10% withheld amount shall be settled after confirmation of satisfactory SLA by SSA. The amount settled through the invoice shall be credited into the wallet after adjusting OTF already given, SLA & penalties.
- vi. BSNL shall impart necessary training to the Partners for integration with the Network and marketing on strategies and use of Franchisee Management System/pre-paid wallet system etc.
- vii. Rebates and compensation given by courts/TRAI/ any regulatory body to the customers due to service deficiency, if any, shall be deducted from the due payment to the channel partner.
- viii. Any discrepancy found in the payment settlement shall be mutually discussed and resolved. Balance of payments arising due to any reason shall be adjusted in future. In case of bill cancellation (due to wrong billing etc.) later, any excess payment made paid to RBSP shall be adjusted accordingly on quarterly basis.

ix. Following SLA's for failure/disruption of the services are to be met by the partner.

Sl No	Name of Parameter	Benchmarks	Averaged over a period	Penalty in case of non-adherence of benchmark
1	RF base station down time	Less than 8 hour on a cumulative basis in a calendar month	Per month	Rs. 100/- per hour per AP

- x. The above penalties shall be applicable if the failure/disruption is due to the fault on part of the RBSP. RBSP shall not be penalized if the failure is due to fault on account of BSNL part.
- xi. In case of not meeting the SLA, penalty shall be applied and upper limit of penalty should be 10% of BWSP's monthly payment.

7. Amount permissible to be RBSP:

(i) RBSP shall be paid fixed amount for providing service under various plans as below:

Tariff Plan with Fixed Monthly Charges (Excluding GST) (Rs.)	Per connection fixed amount to channel partner (Rs)	Per connection share to BSNL (Rs)		Rural incentive to channel partner (Rs)
		Min (Rs)	Max (Rs)	
Rs.450/- to < Rs.500/-	125	325 (=450-125)	374 (=499-125)	50
Rs 500/- to < Rs 600/-	153	347 (=500-153)	446(=599-153)	30
Rs 600/- to < Rs 700/-	184	416(=600-184)	515(=699-184)	20
Rs 700/- to < Rs 800/-	218	482(=700-218)	581(=799-218)	0
Rs 800/- to < Rs 900/-	255	545(=800-255)	644(=899-255)	0
Rs 900/- to < Rs 1000/-	295	605(=900-295)	704(=999-295)	0
Rs 1000/- to < Rs 1100/-	338	662(=1000-338)	761(=1099-338)	0
Rs 1100/- and above	384	716(=1100-384)	Depends upon plan	0

- (ii) Rural incentive to channel partner shall be applicable for customers in rural area till number of customer connections are less than 50 from one base station of rural area.
- (iii) The fixed amount per connection shall be payable on the realized revenue (including Fixed Monthly charges and usage).

8. Duration of the contract period-

- i) Duration of contract shall be 3 years from the date of award of work. After 1 year, the contract can be extended for 2 years a satisfactory service to customer.

- ii) Renewal or extension of the agreement after 3 years period will be based on the performance of the RBSP and mutually negotiated terms & conditions for another 3 years (including commercial).
- iii) There shall be a lock in period of minimum 3 years for the bidder in order to ensure maintenance unless BSNL terminates the contract, the bidder is bound to provide services for 3 years. The exit during the lock in period shall carry penalty in terms of surrender of all the equipment to the BSNL at no cost.

9. Delivery of Service:

- i) The RBSP shall launch the service & get functionally tested first RF location for functional acceptance by BSNL and declare “Launch of services” within 3 months from the date of agreement with the RBSP.
- ii) The RBSP equipment shall be declared commissioned after Acceptance Testing by BSNL.

10. Termination: The agreement shall be terminated by giving a one month notice to the RBSP in case of

- i) Failure to commission the equipment and/or execution of the work at all by the RBSP within 3 months from signing of agreement.
- ii) Failure to perform any other obligation(s) under the contract: and
- iii) Equipment does not perform satisfactory in the field in accordance with the specifications.
- iv) Failure to meet the SLAs parameters continuously for 3 months.

11. 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.

12. Leased line/MPLS VPN shall not be provided under this agreement. Instructions in this regard shall be issued separately.

13. Other terms and conditions of agreement shall be same as for FTTH Partners circulated by BSNL CO Vide letter no 64-253/2017/NWP-BB/FTTH dated 24.09.2018.

14. The MTTR shall generally be maintained below 8 hours. This is one of the important Service Level agreement (SLA) conditions.

15. Last date and time of issue of Amendment/ Corrigendum/ Addendum: Applicants are requested to regularly view the website for any Amendment/ Page 9 Corrigendum/ Addendum.

16. Date and time of pre-submission meeting: Any time with confirmation of appointment by concerned officer of SSA.

17. Date and time of submission: It is an Open EOI and can be submitted along with all relevant documents during office hours on any working day.

18. The EOI may be downloaded from the BSNL, NE-II Circle’s website at website www.ne2.bsnl.co.in and submitted along with required fee and necessary documents. The completed EOI may be submitted to AGM(A&P), O/o GMTD, BSNL, Itanagar, Arunachal Pradesh.

SECTION-III

Information and documents to be furnished by RBSP applicants

1. General information about RBSP:

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

2. Documents required to be submitted:

- a) Documentary proof to establish that the applicants is a registered/ partnership/ proprietorship firm/ Society including existing Telecom Infra provider, having minimum turnover of Rs.10 lakhs per year during the last three consecutive years shall be eligible.
- b) PAN Card.
- c) Aadhaar Card.
- d) GST Registration Certificate.

SECTION-IV

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 “Radio Broadband Service Partners” or “RSBP”), having its registered office at _____ (hereinafter referred to as ‘RSBP’), 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

M/s _____ is engaged in providing _____

WHEREAS BSNL, has invited EOI for Empanelment of RSBP for providing Bharat Air Fiber services for high speed internet services in Arunachal Pradesh vide EOI no. _____ Dated _____

AND WHEREAS, RBSP has participated in the EOI and found eligible for empanelment as RBSP for providing Bharat Air Fiber 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 RBSP agree to sign this agreement on non-exclusive and revenue sharing basis to provide the Bharat Air Fiber services in Arunachal Pradesh.
2. **Responsibility of BSNL:**
 - (i) BSNL shall provide Central Billing & Authentication Platform {AAA server, Subscriber profile repository (LDAP or RDBMS, Policy Manager (SSSC) & Charging Gateway}. Each Subscriber would be authenticated by AAA server of BSNL.
 - (ii) RF base equipment (Managed LAN Switch/ Server etc.) of RBSP shall be integrated with the SSSC of BSNL. BSNL shall facilitate the process.

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- iii. The payment to the partner shall be made online through Prepaid Wallet similar to FTTH Wallet. Bill shall be collected using this wallet given by BSNL. Due amount payment settlement shall be done on monthly basis based on the bill collections done by partner and payments made by the customer in BSNL customer Service Center.
- iv. RBSP need to mandatorily use wallet for collection of bills issued by BSNL from customers and Franchisee Management System.
- v. RBSP shall receive upto 90% revenue share in the wallet in the form of “On The Fly” (OTF) commission after deduction of 5% TDS margin after payment of bill by the customer. RBSP to submit invoice for 100% amount including GST. The 10% withheld amount shall be settled after confirmation of satisfactorily SLA by SSA. The amount settled through the invoice shall be credited into the wallet after adjusting OTF already given SLA & penalties.
- vi. BSNL shall impart necessary training to the Partners for integration with the Network and marketing on strategies and use of Franchisee Management System/pre prepaid wallet system etc.
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Sl No	Name of Parameter	Benchmarks	Averaged over a period	Penalty in case of non-adherence of benchmark
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(ii) Rural incentive to channel partner shall be applicable for customers in rural area till number of customer connections are less than 50 from one base station of rural area.

(iii) The fixed amount per connection shall be payable on the realized revenue (including Fixed Monthly charges and usage).

6. Duration of the contract period-

- i) Duration of contract shall be 3 years from the date of award of work. After 1 year, the contract can be extended for 2 years a satisfactory service to customer.
- ii) Renewal or extension of the agreement after 3 years period will be based on the performance of the RBSP and mutually negotiated terms & conditions for another 3 years (including commercial).
- iii) There shall be a lock in period of minimum 3 years for the bidder in order to ensure maintenance unless BSNL terminates the contract, the bidder is bound to provide services for 3 years. The exit during the lock in period shall carry penalty in terms of surrender of all the equipment to the BSNL at no cost.

7. Delivery of service:

- i) The RBSP shall launch the service & get functionally tested first RF location for functional acceptance by BSNL and declare "Launch of services" within 3 months from the date of agreement with the RBSP.
- ii) The RBSP equipment shall be declared commissioned after Acceptance Testing by BSNL.

8. **Termination** :The agreement shall be terminated by giving a one month notice to the RBSP in case of
- i. Failure to commission the equipment and/or execution of the work at all by the RBSP within 3 months from signing of agreement.
 - ii. Failure to perform any other obligation(s) under the contract: and
 - iii. Equipment does not perform satisfactory in the field in accordance with the specifications.
 - iv. Failure to meet the SLAs parameters continuously for 3 months.
9. The agreement may also be terminated by mutual, written consent of the both parties by giving 3 months' notice. On termination of agreement the customers shall continue to use the Telecom Services of BSNL, through commissioned equipment under the contract.
10. Leased line/MPLS VPN shall not be provided under this agreement. Instructions in this regard shall be issued separately.
11. Other terms and conditions of agreement shall be same as for FTTH Partners circulated by BSNL CO Vide letter no 64-253/2017/NWP-BB/FTTH dated 24.09.2018.
12. The MTTR shall generally be maintained below 8 hours. This is one of the important Service Level agreement (SLA) conditions.

13. 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.

14. Compliance of laws:

BSNL and RBSP 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.

15. 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.

16. 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.

17. 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 RBSP

Witness:-

- | | |
|----|----|
| 1. | 1. |
| 2. | 2. |