

Subject : Expression of Interest for “Providing Fibre To The Home (FTTH) Optical Fibre Connectivity/alternate media for Landline and Very High Speed Broad Band on Revenue Share Basis”

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Date of issue of EOI : 14.06.2019

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 Broad Band *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, 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.No 1.2 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.

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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/ Gol 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

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	
Model	To provide Fibre To The Home (FTTH) telecom Services / High speed Broadband and other telecom services using 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 OLTs, ONTs/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 share % *	BSNL	TIP

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

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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 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.

Sr. No	SSA Name	Name of SSA Head	Contact No:	Address for Submission	SSA AGM MM /Plg Contact Details
1	Ahmedabad	Shri G.K.Lodha	Mob: 9426003727 LL: 079-26301100	O/o AGM MM /Plg , 10 th floor, Telephone Bhavan Bldg., CG Road, Navrangpura,Ahmedabad-380006.	Shri R B Chhipa Mob: 9426655050 LL:079-26480024 atdmm@gmail.com
2	Amreli	Shri L.K.Suvagia	Mob:9427218999 LL: 02792-	O/o AGM MM /Plg Amreli Telephone Exge. Bldg. Opp. Naganath Temple, Amreli-365601.	Shri H A Modi Mob:9426740386 LL:02792-222328 amragmplg@gmail.com
3	Bharuch	Shri S.L.Meena	Mob: 9427610200 LL: 02642-244000	O/o AGM MM /Plg Bharch Main TE Bldg BSNL Mahatma Gandhi Road, Opp. Bharti Talkies, Bharuch-392002.	Shr R B Radadiya Mob: 9426810355 LL:02642-240100 agmplgbch@gmail.com
4	Bhavnagar	Shri P.K.Dhore	Mob: 9426686986 LL: 0278-2434000	O/o AGM MM /Plg 1 st floor, CTO Bldg., Panwadi, Bhavnagar-364001	Shri P R Dave Mob: 9426255500 LL:0278-2427400 bvnagmplg@gmail.com
5	Bhuj	Shri Sanjeev Singhvi	Mob:9427310525 LL:02832-231201	O/o AGM MM /Plg Admin. Building, Haripar Road, Bhuj-370001.	Shri J L Sapanera Mob: 9426640401 LL:02832-231653

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					agmplgbhuj@gmail.com
6	Godhra	Shri M.M.Tanwar	Mob: 9428820577 LL: 02672-22505	O/o AGM MM /Plg 3 rd floor, Tele. Exge. Bldg. Civil Lane Road, Godhra-309001.	Shri C F Patil Mob: 9427611222 LL:02672-249300 degodhra@gmail.com
7	Himatnagar	Shri Shrawan Kumar	Mob:9414001543 LL:02772-248600	O/o AGM MM /Plg 3 rd floor, Tele. Exge. Bldg. B/h Town Hall, Himatnagar-383001.	Shri Manva Mob: 94267297484 LL:02772-249400 uamanva@gmail.com
8	Jamnagar	Shri A.K.Upadhayay	Mob:9429940676 LL: 0288254077	O/o AGM MM /Plg 1 st floor, Tele.EXge. Bldg., Kasi viswanath Road, Jamnagar-361008.	Shr C D Amlani Mob: 9427217030 LL:0288-2546200 jmnagmplg@gmail.com
9	Junagadh	Shri P.K.Dhore	Mob: 9426686986 LL: 0285-2654700	O/o AGM MM /Plg GMTD Junagadh Bldg., Gujarat Hsg. Board, Junagadh-362001.	Mob: 9426621900 LL:0285-2676201 jndagmplg@gmail.com
10	Mehsana	Shri G.R.Meghwal	Mob: 9414001631 LL: 02762-221080	O/o AGM MM /Plg Sanchar Bhawan, Pilaji Ganj, Mehsana-384001.	Shri M K Patel Mob: 9427319120 LL:02762-220051 agmplg@gmail.com
11	Nadiad	Shri P.M.Tewani	Mob: 9426662200 LL:0268-2566680	O/o AGM MM /Plg 1 st floor, Tele. Exge. Bldg. Vallabhnagar, Pij Road, Nadiad-387 002.	Shri N R Patel Mob: 9427610100 LL:0268-254700 nrpatel@bsnl.co.in
12	Palanpur	Shri G.R.Meghwal	Mob:9414001631 LL: 02742-250500	O/o AGM MM /Plg 1 st floor, Tele. Exge. Bldg., Palace Road, Palanpur-385001.	Shri DM Patel Mob: 9426636333 LL:02742-253780 pnpagmplg@gmail.com
13	Rajkot	Shri A.K.Upadhayay	Mob: 9429940676 LL: 0281-2378801	O/o AGM MM /Plg 3 rd floor, Lohanagar Tele. Exge. Bldg., Rajkot-360002.	Smt D K Dubal Mob: 9427536888 LL:0281-2378818 rjagmmm@GMAIL.COM
14	Surat	Shri A.K.Sharma	Mob: 9414001101 LL: 0261-224400	O/o AGM MM /Plg 4 th floor, Door Sanchar Bhawan, God Dhod Road, Opp. Panjrapole, Surat-395001.	Shri H P Merchant Mob: 9427107944 LL:0261- 2242800 srtagmmm@gmail.com
15	Surendranagar	Shri V.P.Vadhel	Mob: 9427205192 LL: 02752-232000	O/o AGM MM /Plg Telephone Exge. Bldg. Opp. Alankar Talkies, Surendranagar-363002.	Shri N R Pansura Mob: 9427214500 LL:02752-232250 agmadmn.srn18@gmail.com
16	Vadodara	Shri Rajesh Kanungo	Mob: 9426601047 LL: 0265-2467000	O/o AGM MM /Plg Karelibaug Tele. Exge. Near Ambalal Park, Karelibaug, Vadodara-390018.	Shri S V Mehta Mob: 9427312993 LL:0265-2571700 vdragmep@gmail.com

17	Valsad	Shri P.K.Saha	Mob: 9409922777 LL: 02632-244000	O/o AGM MM /Plg 2 nd floor, Tele. Exge. Bldg., Halar Road, Valsad-396001.	Mrs D D Patel Mob: 9427112808 LL: 02632-253282 sdeintval@gmail.com
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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.

I.No.	Name	Designation	Mobile No	Email
1	Shri Devesh Kumar	PGM NWP-CFA	9428815511	gmnwpcfa@gmail.com
2	Shri Rakesh Mehta	AGM BBP & R	9426327027	rakesh67@gmail.com
3	Shri Suketu Shroff	SDE FTTH	9426683737	Suketu.shroff@gmail.com

7.0 Pre-bid Meeting of the interested Builders, Resident Welfare Associations (RWAs), Telecom Infrastructure Providers, 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 Selling Agents, Unemployed Graduates, Local Youth having matriculation/degree or ITI, Start-ups or local entrepreneurs etc. shall be hold on **21/06/2019** at 11th Floor, Conference Hall, Telephone Bhavan, O/o CGMT, Bharat Sanchar Nigam Limited, C G Rd, Navrangpura, Ahmedabad-6 at **15:00** Hrs.

7.1 Last date and time of issue of Amendment/ Corrigendum/ Addendum: **28/06/2019**.

(Applicants are requested to regularly view the website www.gujarat.bsnl.co.in for any Amendment/ Corrigendum/ Addendum.)

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.gujarat.bsnl.co.in and submitted along with **Demand Draft** of **Rs 200 + GST** and necessary documents duly filled, at office of concerned SSA Head for working in respective SSA/Districts as mentioned above in paragraph 5.0.

SAMPLE AGREEMENT

REVENUE SHARING AGREEMENT WITH TELECOM INFRASTRUCTURE PROVIDERS (“TIP”) /DIGITAL GRAM SEVAKS.

Subject- Expression of Interest for “Providing Fibre To The Home (FTTH) Optical Fibre Connectivity / alternate media for Landline and Very High Speed Broad Band on Revenue Share Basis”

Reference:- EOI No: CGMT/GJ/NWP-CFA/Bharat-Fiber-EoI/2019-20 & its amendments issued time to time.

This Agreement for providing Telecom Services is 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, Janpath, New Delhi-110001, represented by Shri _____Principal General Manager/General Manager Telecom District, _____SSA Pin Code:_____

AND

M/s / Shri....., Digital Gram Sevak /Telecom Infrastructure Provider (hereinafter referred to as “TIP”) / a company incorporated under the Companies Act 1956 /Local Cable TV Network Operator company/ A proprietorship firm registered under laws of India / Local Resident (Strike out whichever is not applicable) having its Registered Office /Address -----
-----, represented by_____

WHERE AS BSNL is in the business of providing Basic Telephone Services (Landline), Cellular Mobile Telephone Services (CMTS), Internet and high speed broadband services and National Long Distance Services (NLDS) in its licensed areas of operation in the geographical territory of India.

AND the TIP, operating in the area _____ (Address of Area) for the last _____ years. TIP is having objective of providing the telecom services to the people / Residents/ occupants/ inhabitants using the residential / commercial complexes as mentioned in his area of operation.

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Whereas BSNL is pursuing this collaborative Model with TIP to provide Broadband and telecom services to various customers.

Whereas BSNL GMTD has approached “M/s” Offering to provide the BSNL telecom services to the residents of areas of operation (herein after referred to as “Projects in Annexure”) of TIP.

AND WHEREAS M/s TIP, in the intention that the residents of the “Projects in Annexure” shall utilize the offer of BSNL, has agreed to the proposal of BSNL GMTD based on the terms and conditions contained herein under.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

(1) In consideration of the due observance and performance of all the terms and conditions of this agreement, the BSNL and TIP agree to sign this agreement on revenue sharing basis as per Case I / Case II / Case III / Case IV/ All Cases* (*Strike out which is not applicable) to provide the BSNL telecom services.

(2) TIP agrees that the infrastructure provided by BSNL will be utilized exclusively for BSNL telecom services only.

(3) TIP shall ensure the execution of services as per this agreement and continuance of the same by himself or through the future association with any other outside agency, who may continue to maintain the telecom and other services in the residential complex / commercial complex (Projects in Annexure) for the entire agreement period.

(4) BUSINESS MODEL Case I: - No existing telecom infrastructure available in the “Projects in Annexure”. All stores shall be provided by BSNL free of Cost and wiring / laying/ splicing of cable inside “Projects in Annexure” to be done by TIP free of cost.

(4.1) BSNL Responsibilities:

- a) To build /extend the OFC network up to residential /commercial complex, at one point, subject to financial viability (BSNL control room) or Points of Presence, hereinafter referred as BSNL Control Room within the complex.
- b) To build / extend the BSNL telecom network (subject to financial viability).
- c) To do the installation and maintenance of all telecom equipment’s like OLT, Battery Power Plant etc.in BSNL Control Room.
- d) To provide the maintenance support to BSNL Telecom equipment’s including OFC laid/Build by BSNL.

(4.2)TIP’s responsibilities:

- a) To provide the space / room to BSNL free of cost, for setting up of control room inside the residential / commercial complex for housing the essential telecom equipment’s of

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BSNL with provision of free Air-conditioning and free electricity availability with adequate lighting arrangements and power points.

- b) To provide the maintenance support of space / room given.
- 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 building / towers from the BSNL Telecom Network Point (BSNL Control Room). Stores like Cables, Low count Optical Fibre, OFC to be provided by BSNL.
- d) To provide maintenance support to OFC laid/build by Telecom Infrastructure Provider.
- e) To provide maintenance support to Telecom Equipment's supplied by BSNL and installed by TIP.
- f) To install and maintain ONT provided by BSNL.

5. BUSINESS MODEL Case II: OFC infrastructure in “Projects in Annexure” provided by TIP

(5.1) BSNL Responsibilities

- a) To build /extend the OFC network up to residential /commercial complex, at one point subject to financial viability (BSNL control room), within the complex.
- b) To build / extend the BSNL telecom network (subject to financial viability).
- c) To do the installation and maintenance of BSNL telecom equipment's like OLT, Power Plants, Battery in BSNL Control Room.
- d) To provide the maintenance support to BSNL Telecom equipment's including OFC laid/Build by BSNL.

(5.2) TIP's 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 providers / Local cable operators.
- d) To provide the maintenance support to Telecom equipment's supplied /installed by the builder / RWS / infrastructure providers / Local cable operators.
- e) To provide the space / room to BSNL free of cost, for setting up of control room inside the residential / commercial complex for housing the essential Telecom equipment's of

BSNL with provisions of free Air conditioning and free electricity availability with adequate lighting arrangements and power points.

- f) To provide the maintenance support of space / room.
- g) To install and maintain ONT's provided by BSNL.

6.0 BUSINESS MODEL Case III – Full telecom infrastructure provided and in use by TIP

(6.1) BSNL Responsibilities

- a) To build /extend the OFC network up to residential /commercial complex, at one point subject to financial viability (BSNL control room), within the complex.
- b) To build / extend the BSNL telecom network (subject to financial viability).
- c) To do the installation and maintenance of BSNL telecom equipment's like OLT, Power Plants, Battery in BSNL Control Room.
- d) To provide the maintenance support to BSNL Telecom equipment's including OFC laid/Build by BSNL.

(6.2) TIP's 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 upto 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/POP)
- c) To provide an interconnectivity at the Network operation Centre (NOC) build up by the Builder / RWA's /Telecom infrastructure providers / Local cable operators.
- d) To provide the maintenance support to OFC laid/build by the builder/RWA/ infrastructure providers / Local cable operators.
- e) To provide the maintenance support to Telecom equipment's supplied /installed by the builder / RWS / infrastructure providers / Local cable operators.
- f) To provide the space / room to BSNL free of cost , for setting up of control room inside the residential / commercial complex for housing the essential Telecom equipment's of BSNL with provisions of free Air conditioning and free electricity availability with adequate lighting arrangements and power points.
- g) To provide the maintenance support of space / room.
- h) To provide, install and maintain ONTs.

7.0 BUSINESS MODEL Case IV:- To provide Fibre To The Home (FTTH) telecom Services / High speed broadband and other telecom services using 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/ VDSL2 (Vectoring) equipment,

compatible customer premises equipment (CPE)/ RF Equipment, LAN Switches, compatible CPEs and all the Telecom Network infrastructure complete from these equipment up to the customer premises.

(7.1) BSNL Responsibilities:-

- a) To help TIP to build/extend the OFC network/bandwidth connectivity from BSNL Premises/Points of Presence (POP) up to TIP OLTEs/ VDSL2 Vectoring equipment/LAN switches subject to Techno-Commercial viability.
- b) To provide the maintenance support to BSNL telecom equipment including OFC laid/built by BSNL.
- c) Promotion and marketing of services separately and jointly with TIP.
- d) BSNL shall be responsible for accounting & billing.
- e) BSNL shall monitor TIP network on regular basis and report shall be made available to TIP for further action
- f) BSNL shall formulate competitive Tariff Plans and packages from time to time.
- g) BSNL shall ensure that work order for FTTH connection brought by TIP is issued within 24 hours.

(7.2) TIP's Responsibilities:-

- a) To arrange space and power for setting up of control room inside the residential/commercial complex for housing of essential telecom equipment if required with the provision of free air conditioning, free electricity, adequate lighting arrangements and power points.
- b) To build/extend and maintain backhaul from BSNL premises/Point of Presence (POP) to TIP network/OLTE with OFC and to build/extend the OFC/Cat-6 for other network inside the residential/commercial complex and interconnection of building within premises.
- c) To do the wiring of cables inside the building up to inside the flat/ shop and laying of connecting cable network in whole premises/ complex connecting various buildings/ towers.
- d) To supply, deploy, own, operate and maintain the OLTEs/ VDSL2 (Vectoring) equipment/ RF Equipment, LAN Switches, Cat-6 cable and all the Telecom Network infrastructure complete from the equipment up to customer premises. ONTs or other compatible customer premises equipment (CPE) shall be supplied by TIP to the customers directly and cost towards this shall not be considered for revenue share purpose. Any further post sale obligation in respect of CPE shall rest with the TIP and not with BSNL. All network devices to be provided by TIP shall be approved for use by BSNL or its Authorised Representative.

(8) Bill issue & collection:

- (8.1)** BSNL shall issue bill of the customer & will be sent to the customer by SMS/Email. Revenue share of the TIP shall be payable on real-time basis by FTTH Wallet. Procedure will be separately given at the time of the agreement with TIP.
 - (8.2)** BSNL shall be solely responsible for all commercial functions of bill issue 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 (through email or SMS on Mobile) and collected from the customers. The bills may also be collected by TIP in the form of Cash/DD/Cheque. TIP in turn should pay to BSNL through FTTH Wallet.
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(8.3) TIP shall not charge any money from the customers. No additional services other than those contained within the scope of this agreement shall be provided to the customers of BSNL either free or for a cost through the BSNL network laid for the above purpose without the written approval of BSNL.

(8.4) All deposits, levies, including security deposit, installation charges and rentals of CPE /STB /ONT registration amounts as decided by BSNL, shall be billed by BSNL and collected by BSNL and no revenue share shall be payable to TIP from such receipts.

(8.5) 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.

(8.6) In case of any complaint raised by customer regarding payment given by customer and same not reflecting in FTTH Wallet/ BSNL PMS, TIP will be responsible.

(9) Revenue share payment process:

(9.1) Revenue sharing will be on overall realized revenue excluding taxes, license fee and rebate if any granted to customer (i.e. including Fixed Monthly Charges rental (FMC rental) and Usage).

(9.2) All the customers falling under the purview of this agreement shall be identified separately and the revenue share will be paid to the TIP as per the terms & conditions of this agreement for such customers. Revenue share to TIP will be made through FTTH Wallet also.

(9.3) However payment of revenue share to the TIP for payments collected at BSNL CSC/ online will be made by BSNL to TIP by 28th day of the following month in which the revenue is actually realized on submission of Tax Invoice.

9.3(a) Payment of GST (if required by TIP) on revenue share paid through wallet will be paid separately on raising Taxable Invoice.

(9.4) The payment of revenue share shall be made to the TIP after the deduction of applicable statutory levies which includes license fees payable by BSNL and/ or taxes applicable from time to time and necessary rebate granted to customer for faulty service from the revenues realized on account of provision of telecom services under the agreement. All such taxes / levies and deductions 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.

(9.5) 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.

(10) Tariff: Tariff for various BSNL services to be offered through BSNL network to the customers shall be decided by BSNL

(10.1) Revenue sharing will be on overall realized revenue i.e. including Fixed Monthly Charges rental (FMC rental) and Usage excluding taxes, license fee and necessary rebate for faulty service.

The details of revenue share under various cases is as follows:-

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*	
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-5 cable for BSNL broadband and other telecom services. TIP shall be responsible for supply, deploy, own, operate and maintain the OLTEs, ONTs/ 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 share %	BSNL	TIP

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

*Strike out whichever is not applicable

Sign and Stamp of TIP

- (10.2) For leased lines and value added service (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 and broadband services as above.

Illustration (1) for revenue share for lease line and VAS service to TIP: Suppose X% is the agreed revenue share for TIP, then the share that can be paid for lease line and VAS service for TIP is 20% of X% i.e 10% (Ten Percent) in the instant case, which is 20% of 50%.

- (10.3) **Revenue from PRI/BRI services shall also be shared with TIP by including PRI/BRI under this agreement subject to upper ceiling limit of Rs. 5000/- for Case-I, Rs. 15000/- for Case-II & Rs. 20,000 for Case-III & IV of the instant agreement, as per BSNL HQ letter No: 64-253/2013-BB dtd 06.07.2015.**

The revenue share for VAS service shall be paid on the net amount after deducting all statutory taxes and levies like license fee, taxes, Rebate and Cost paid to VAS providers etc. from the amount billed for VAS service.

Illustration (2) Suppose the monthly Amount billed for VAS service is 'A'. The net amount on which revenue share shall be paid for VAS service is "A minus Taxes, Rebate, Licence fee, Levies, Cost paid to VAS provider" (A -(Taxes + Rebate+ levies + licence fee + Cost paid to VAS provider))"

- (10.4) **Fixed onetime acquisition charges of Rs. 500/- shall be given on per customer basis for the cases where the new customer is acquired by the TIP.** These acquisition charges will be paid after realization of first bill from the customer. **No customer acquisition charge shall be paid to TIP for the migration of existing BSNL customers.**
- (10.5) There shall be no payment other than the revenue share to be paid to the TIP. All cost incurred on account of above is part of revenue share and shall not be charged extra from BSNL by TIP.
- TIP shall follow all the guidelines/rules/regulations of Govt. Of India/ DOT/TRAI, ensure compliance of TRAI parameters (QoS) which includes 100% provision of service connections within 15days (subject to technically feasible) & 99% Fault restoration of within 3days.
 - Customer Acquisition, marketing of BSNL services, identification and enrolment of prospective BSNL customers shall be done by TIP. TIP shall submit the details of location/ premises within area of operation along with application as per Appendix-I.
 - TIP shall maintain the packages and Tariff Plans of BSNL as it is, while serving BSNL customers.
 - All commercial documents viz. Customer Application Form (CAF) etc. shall be collected by TIP and filled in CAF to be forwarded to BSNL. TIP shall ensure collection of Know Your Customer (KYC) documents as per DOT guidelines, along with signed Customer Application Form (CAF) by each of BSNL customers. TIP shall verify the copies of document collected from the customer against the originals, attest the CAF related documents and affix the seal of TIP with date and name of signatory. All customers shall be BSNL customers.
 - TIP shall ensure that all new connections are provided within 24 hours of the issue of advice note by BSNL.

(10.6) The MTTR shall generally be maintained below 8 hours. **Revenue share of TIP for the month shall be increased by 1% (one percent) if the Mean Time to Repair (MTTR) for the month is maintained below 8 hours.**

(10.7) Penalty Clause:

(a) BSNL will be at liberty to take over all connections, in case of non-adherence of TRAI Guidelines for provisioning and Quality of Service parameters by giving 30days notice period.

(b) Penalty imposed by any Regulator/DOT/Govt. Authority for connections given by TIP, for failure on part of TIP, same will be borne by TIP.

(11) General Conditions:

(11.1) This agreement is applicable for all kinds of telecom services (fixed, wireless, Broadband etc) being offered presently and in future also.

(11.2) This agreement is a confidential document. The TIP shall not divulge any part of the agreement either through oral or written communication or through any other mode to any third party.

(11.3) 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.

(11.4) Period of agreement: This agreement shall be valid initially for a period of **05 years** from the date of signing and is renewable thereafter on similar/ mutually agreed terms and conditions for a further period of **05 years**.

(11.5) Termination of the agreement: This agreement may be terminated by, giving 30 days notice on account of unsatisfactory service ,failure to meet TRAI/DOT guidelines , repeated failure to provide new connections within 24 hours of issue of Advice Note, Repeated failure to maintain desired MTTR as per clause (7.4) and non-compliance of other agreement conditions etc . Notwithstanding any terms and conditions herein, this agreement may also be terminated by the mutually written consent of the parties giving one month notice. Termination of the agreement shall be without prejudice to the accrued rights and liabilities of the parties at the date of termination. On termination of this agreement the telecom services may continue to be used by the residents of the project in annexure as per applicable terms and conditions.

(11.6) 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.

(11.7) This agreement shall be binding upon all respective successors of the parties.

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- (12) **Compliance of laws:** BSNL and 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/guidelines and tariff circulars issued by BSNL Corporate Office.
- (13) **Indemnification:** 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/individual applicable to such party; “or”
- (b) Any breach of the terms and conditions in this agreement by the TIP.
- (14) **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.

(15) ARBITRATION

I. ARBITRATION (Applicable in case of supply orders/Contracts with firms, other than Public Sector Enterprise) (Not applicable in cases valuing less than Rs. 5 lakhs) .

- 15.1 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:
- i. A party wishing to commence arbitration proceeding shall revoke Arbitration Clause by giving 60 days’ notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
 - ii. The number of the arbitrators and the appointing authority will be as under:

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Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority
Above Rs. 5 lakhs to Rs. 5 crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL.	BSNL (Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs. 5 crores	3 Arbitrators	One arbitrator by each party and the 3rd arbitrator will be appointed by BSNL from its panel, who shall be the presiding arbitrator, of the two arbitrators.

iii. Neither party shall appoint its serving employee as arbitrator.

- 15.2 If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise, he shall proceed de novo.
- 15.3 Parties agree that neither party shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- 15.4 Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is upto Rs. 5 crores.

[29B. Fast track procedure – (1) Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section (3).

- (2) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.
- (3) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-
- The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
 - The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
 - An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
 - The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.
- (4) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.
- (5) If the award is not made within the period specified in sub-section (4), the provisions of sub- sections (3) to (9) of Section 29 A shall apply to the proceedings.
- (6) The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.]

15.5 The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and Counter Claims	Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)
Up to Rs. 5 crores	Within 6 months (Fast Track procedure)
Above Rs. 5 crores	Within 12 months

However, the above time limit can be extended by the Arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the Act.

15.6 In case of arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay, etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.

15.7 The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case may be).

15.8 Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

II. ARBITRATION (Applicable in case of supply orders/Contracts between BSNL and Central/State Government(s) as the case may be in terms of DPE guidelines for settlement of commercial disputes between Public Sector Enterprises inter-se and Public Sector Enterprise(s) and Government Department(s) through Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises.)

15.9 In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively? The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

15.10 APPLICABLE LAW AND JURSDICTION

(a) The supply order for Goods 'or' Services, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed.

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- (b) Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

16. Continuing Obligation

Any rights and obligations under this AGREEMENT that by their nature extend beyond the terms of this AGREEMENT shall survive any expiration or termination of the AGREEMENT and shall remain in effect until complete performance thereof has occurred.

17. Successors

The AGREEMENT shall be binding upon and insure to the benefit of Parties and their respective heirs, successors, permits assigns and representatives.

18. Waiver

No waiver, delay, indulgence or failure to act by either party regarding any particular default of omission by the other shall affect or impair any rights or remedies that or any subsequent default or omission that are expressly waived in writing.

19. Force Majeure

Both parties should be excused and not be held responsible for performance of its obligations under this agreement in the event of force majeure circumstance like civil commotion, fire, tempest, earth quake, terrorist action, war, floods, any action or order by government, delay in grant of permission by any authority and/ or any act of God or other event of like nature either party on becoming aware of such event shall inform the other party in writing of such force majeure event within three days from the date of occurring such force majeure event. If the force majeure event continues for more than fifteen days, an emergency meeting shall be called between BSNL and TIP to take note of the situation and to take further necessary action.

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

For BSNL _____

Witnesses

S No	Name,	Address	Mobile No	Signature
1				
2				

For TIP _____

Witnesses

S No	Name,	Address	Mobile No	Signature
1				
2				

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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/GJ/NWP-CFA-I/Bharat Fiber-EoI/2019-20/12 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: _____

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Email-id: _____

Mob No: _____

Signature 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

- Affidavit in case of proprietary firm
- Partnership deed in case of partnership Firm
- Memorandum and Article of Association in case of public/ Private Limited Company.
- In case of consortium- MOU/Agreement/duly notarised) entered into by JV/consortium members, containing intended percentage participation, nomination of lead member etc.
- Authorisation/POA in favour by authorised signatory of the TIP to sign the agreement documents.
POA/ authorisation to contain specimen signature, Board resolution in favour of POA/authorised signatory.

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- 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.)	

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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. **Performance Bank Guarantee (PBG)/DD of Rs 10,000/- (Rs Ten Thousand only) drawn in favour of “Accounts Officer ,BSNL”. PBG shall be in valid for 05 years & 06 months. One PBG per TIP for Circle. PBG shall remain applicable for all categories except Digital Gram Sevak in Rural Areas.**
7. **Demand Draft for the amount of Rs. 200+GST, drawn in favour of “Accounts Officer , BSNL” towards cost of Application documents.**
8. Case for which proposal is submitted : **CASE-I/ CASE-II/ CASE-III/CASE-IV/ALL CASES** (please Tick whichever is applicable)
9. 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

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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 Model	Case IV*					
	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 share %	BSNL			TIP		

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

(*Strike out whichever is not applicable)

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

Name of TIP:

Address:

Email-id:

Mobile. No: _____

Sign and Stamp of TIP

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 *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.gujarat.bsnl.co.in.

Asst. General Manager (BBP & Wi-Fi)
Tel. No. 079-26480681 Fax: 079-26481122

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Issues raised by TIPs in the pre-bid conference dtd 21.06.2019

Sl.No.	Issues	Reply
1	Migration of Existing other operator Broadband customer to Bharat Fiber (FTTH)	Allowed
2	Clarification reg. Compulsion of Obtaining No Objection Certificate (NOC) from Builder/ Society etc.	If required, BSNL will ask NOC
3	If any builder/ RWA requires authorization from BSNL. Can a Copy of Signed/ approved APPENDIX -I will be sufficient for Builder/ RWA for authorization or separate authorization is required ?	Copy of agreement is to be supplied to Builder/ RWA etc.
4	Permissibility of More than one TIP in one building/ society.	Yes Permitted. Case to Case decision will be taken.
5	Applicability of PBG Clause for TIPs wants to work more than 1 SSA ,Case (Type I to IV), Buildings	One PBG per TIP for Circle
6	Applicability of PBG Clause for Digital Gram Sevak in Rural Areas, Individuals, Metriculate etc.	Only for Individuals applying for Digital Gram Sevak in Village Area --> Not Applicable. For all other cases PBG will be applicable.
7	Requirement of ONT Invoices in case of Government connections e.g. Banks, Nigams, State Gov etc. and procedure for sale of ONT in Case-IV	Will be resolved in due course of time.
8	Clause No. 10.3 reg. revenue from PRI/BRI chargeable annually or monthly	As per EoI
9	Providing Matching tariffs in the areas where cut throat competition between other operators	Case to Case BSNL will take decision
10	Providing Standby OFC connectivity for Type-IV Case for better service and uptime	BSNL may provide standby OFC connectivity for Type-IV OLT cases as per financial viability
11	More clarification required for Penalty Clause No. 10.7. What about infra charges borne by TIP if BSNL takes over all FTTH connections in case of non-adherence of TRAI guidelines.	As per EoI
12	Viability for providing FTTH connection for single customer in GIDC area	No comments
13	More detailed clarification for the clause No. 10.4 (Fixed One Time Acquisition Charges). Weather Existing customer of BSNL TIP/ BSNL Copper will also paid Rs. 500/- as a Fixed One time Acquisition Charges.	For existing BSNL customers --> No. It is applicable to new customers only.
14	Existing working TIPs will continued or migrated to new EOI Terms and Conditions	Can continue with existing agreement. If want to migrate, it is allowed.
15	Clause No. 7.2(d) reg. All network devices to be provided by TIP shall be approved for use by BSNL or its Authorised Representative.	Compatible devices should be used
16	Revenue Share Installation Charges for Case I to IV.	As per EoI
17	Revenue share related issues reg. FTTH Wallet (i) Revenue share in case of advance annual Plan payment (ii) Revenue Share settlements in case of previous month pending dues paid by TIP in current month	Will be resolved
18	Timeline for Payment of Revenue share to TIP on submission of Invoice	As per EoI
19	Can Ex- BSNL Employee's Son OR Working BSNL Employee's relative become TIP ?	YES
20	Only Wi-Fi ONTs are to be provided by BSNL. In case of old ONTs, all bulky UPS are to be replaced by Adaptors.	Noted