

**"INVITATION FOR BUSINESS PARTNERSHIP WITH
Builder/RWA/TIP/Franchisee/Retailer/DSA
for Bharat Fiber(FTTH)"**

Bharat Sanchar Nigam Limited, A government of India Enterprise, having its Registered & Corporate Office at Bharat Sanchar Bhavan, Harish Chandra Mathur Lane, Janpath, New Delhi-110 001 is looking for business partners (MSOs / LCOs) in BSNL UP (East) Circle to explore the possibility of expanding the BSNL Customer base through extension of last mile connectivity in provisioning of FTTH (Broadband) by the prospective partners.

The Builder/RWA/TIP/Franchisee/Retailer/DSA, who wish to operate in UP (East) Circle, are welcome to be part of this venture on revenue share basis. This proposed partnership between BSNL & Builder/RWA/TIP/Franchisee/Retailer/DSA is being targeted towards delivery of BSNL FTTH Broadband Service to customers with the help of Builder/RWA/TIP/Franchisee/Retailer/DSA on mutually agreed revenue share basis.

For further details, including the terms & conditions of the proposed agreement, following offices may please be contacted:

1. Circle Office: Information Technology Cell of Circle Office at BSNL O/o CGMT, UP (East) Telecom Circle, PMG Compound, Hazratganj, Lucknow-226001. You can also drop your mail at email id gmupenwo@gmail.com
2. Business Area / SSA Head Office: **Allahabad /Azamgarh**, -Jaunpur, Mau/**Basti /Deoria- Ballia/ Farrukhabad- Hardoi, Shahjahanpur/ Faizabad- Barabanki, Gonda/ Gorakhpur/ Jhansi- Banda, Hamirpur, Orai/Kanpur- Fatehpur, Unnao/Lucknow /Lakhimpur-Bahraich, Sitapur/Mirzapur/Sultanpur- Pratapgarh, Raebareilly/Varanasi- Ghazipur.**

	SSA	Code	Office	FAX	Email
P/GENERAL MANAGER	ALLAHABAD	0532	2624300	2622777	gmtald_upe@bsnl.co.in
	FAIZABAD	05278	228000	227500	gmtdfzb@bsnl.co.in
	GORAKHPUR	0551	2363600	2360000	pgmtgk@gmail.com
	JHANSI	0510	2450666	2444999	gmtjdhansiupe@gmail.com
	KANPUR	0512	2361414	2311300	gmtknp@bsnl.co.in
	LUCKNOW	0522	2200100	2202737	gmo.lucknowtd@gmail.com
	LUCKNOW	0522	2620100	2620343	pgmtldkw_upe@bsnl.co.in
	MIRZAPUR	05442	222944	220666	rj.tiwari64166@gmail.com
	VARANASI	0542	2222200	2225572	karuneshpratap@yahoo.com
	AZAMGARH	05462	228000	247001	bsnlazamgarh@gmail.com
	BASTI	05542	283500	283655	gmtdbasti@bsnl.co.in
	DEORIA	05568	240400	240600	gmdeoupeast@gmail.com
	FARRUKHABAD	05442	222944	220666	gmtdfkb_upe@bsnl.co.in
	LAKHIMPUR	05872	256600	257766	tdmlakhimpur@gmail.com
TELECOM DISTRICT MANAGER	SULTANPUR	05362	241200	227500	tdmsultanpur@gmail.com
	BARABANKI	05248	224000	224799	tdmbbk123@gmail.com
	BALLIA	05498	220282	220687	tdmbli@gmail.com
	BANDA	05192	221144	221155	tdmbanda1981@gmail.com
	BAHRAICH	05252	236666	232394	bsnlbahraich@gmail.com
	FATEHPUR	05180	228444	228181	tdmftp@gmail.com
	GONDA	05262	232222	233333	tdmgda@gmail.com
	GAZIPUR	0548	2225888	2225777	tdmgzpbsnl@gmail.com
	HARDAI	05852	222000	223899	deplg.hdi@gmail.com
	HAMIRPUR	05282	223800	223888	tdmhamirpurupe@gmail.com
	JAUNPUR	05452	265955	264243	tdmjnp@gmail.com
	MAU	0547	2500900	2500666	tdmmau234@gmail.com
	ORAI	05162	257303	252344	tdmoriupe@gmail.com
	PRATAPGARH	05342	224000	222100	tdmptpbsnl@gmail.com
	RAEBARELLI	05162	257303	252344	tdmrblupe@gmail.com
	SHAHJAHANPUR	05842	229999	220000	tdmsjn@gmail.com
	SITAPUR	05862	244444	244000	tdmbsnlstp@gmail.com
	UNNAO	0515	2824444	2823388	tdmuno1@gmail.com

SAMPLE AGREEMENT

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

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

AND

M/s _____ (hereinafter referred to as “Builder / RWA / Telecom Infrastructure provider (TIP)/Franchisee/Retailer/DSA” a company incorporated under the companies Act 1956, or Proprietary firm/Partnership firm having its **Registered Office** at _____ **represented by** _____ **(sole proprietor)**

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 the geographical territory of India (except Mumbai and New Delhi).

AND

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

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

Whereas BSNL PGMTD/GMTD _____ has approached “M/s _____ offering to provide the BSNL telecom services of the residents of “Projects in Annexure”.

AND

WHEREAS _____ Builder/ RWA / Telecom Infrastructure provider (TIP)/Franchisee/Retailer/DSA in the intention that the residents of the “Projects in Annexure” shall utilize the offer of BSNL PGMTD/GMTD BSNL (partner) has agreed to the proposal of BSNL based on the terms and conditions contained herein under.

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

1. In consideration of the due observance and performance of all the terms & conditions of this agreement, the BSNL and Builder / RWA / Telecom Infrastructure provider (TIP)/Franchisee/Retailer/DSA agree to sign this agreement on non exclusive and revenue sharing basis to provide the BSNL telecom services to the end users.
2. Builder / RWA / Telecom Infrastructure provider (TIP)/Franchisee/Retailer/DSA agrees that the infrastructure provided by BSNL PGMTD/GMTD will be utilized for exclusively BSNL services only.
3. Builder / RWA / Telecom Infrastructure provider (TIP)/Franchisee/Retailer/DSA shall ensure the execution of services as per this agreement and continuance of the same by the future association / any other outside agency who may continue to maintain the telecom and other services in the residential complex / commercial complex for the entire agreement period.
4. **Case-II:** OFC infrastructure available (laid by Builder / RWA) but not in use in the “Projects in Annexure”
 - 4.1 BSNL responsibilities:
 - a) To build / extend the OFC network up to residential / commercial complex, at one point (BSNL control room), within the complex.
 - b) To build / extend the BSNL telecom network
 - c) To do the installation of all telecom equipments
 - d) To install the ONT
 - e) To provide the maintenance support to BSNL telecom equipments including OFC laid / build by BSNL.
 - 4.2 Responsibilities Of Builder / RWA / Telecom Infrastructure provider (TIP)/Franchisee/Retailer/DSA:
 - 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 / Telecom Infrastructure provider (TIP)/ Franchisee/ Retailer/ DSA.
 - d) To provide the maintenance support to telecom equipment supplied / installed by the builder / RWA / Telecom Infrastructure provider (TIP)/ Franchisee/ Retailer/ DSA.
 - e) To provide the space / room to BSNL on rent, for setting up of control room inside the residential / commercial complex for housing the essential telecom equipment of BSNL with provisions of Air-conditioning and electricity availability.
 - f) To provide the maintenance support of space / room given on rent.

- 5. Case-II-A:** OFC infrastructure available (laid by Builder / RWA) but not in use in the “Projects in Annexure” (To Lay and maintain the overhead OFC backhaul from BSNL nearest pick up point to OLT Location in addition to existing responsibilities of Case-II on part of FTTH Partner.)

5.1 BSNL responsibilities:

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

5.2 Responsibilities Of Builder / RWA / Telecom Infrastructure provider (TIP)/Franchisee/Retailer/DSA:

- a) To build / extend the OFC network inside the residential / commercial complex and interconnection of building through OFC within premises.
- b) To lay and maintain the overhead OFC backhaul from BSNL nearest pick up point to OLT Location.
- c) To do the wiring of cable inside the building up to inside the flat / shop and laying of connecting cable network in whole premises / complex connecting various buildings / towers from the BSNL telecom Network point (BSNL control room).
- d) To provide the maintenance support to OFC laid / build by the builder / RWA / infrastructure provider.
- e) To provide the maintenance support to telecom equipment supplied / installed by the builder / RWA / infrastructure provider.
- f) To provide the space / room to BSNL on rent, for setting up of control room inside the residential / commercial complex for housing the essential telecom equipment of BSNL with provisions of Air-conditioning and electricity availability.
- g) To provide the maintenance support of space / room given on rent.

- 6. Case-III:** Full telecom infrastructure available (laid by Builder / RWA / Telecom Infrastructure provider (TIP)/Franchisee/Retailer/DSA and is in use in the “Projects in Annexure”

6.1 BSNL responsibilities:

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

6.2 Responsibilities Of Builder / RWA / Telecom Infrastructure provider (TIP)/Franchisee/Retailer/DSA:

- a) To build / extend the OFC network inside the residential / commercial complex and interconnection of building through OFC within premises.
- b) To do the wiring of cable inside the building up to inside the flat / shop and laying of connecting cable network in whole premises / complex connecting various buildings / towers from the BSNL telecom Network point (BSNL control room).
- c) The compatible ONTs shall be supplied by the builder / RWAs / infrastructure provider/TIP to the customer.
- d) To provide a interconnectivity at the Network operation center (NOC) buildup by the builder / RWA / Telecom Infrastructure provider
- e) To provide the maintenance support to OFC laid / build by the builder / RWA / infrastructure provider.
- f) To provide the maintenance support to telecom equipment supplied / installed by the builder / RWA / infrastructure provider.
- g) To provide the space / room to BSNL on rent, for setting up of control room inside the residential / commercial complex for housing the essential telecom equipment of BSNL with provisions of Air-conditioning and electricity availability.
- h) To provide the maintenance support of space / room given on rent.

7. Case-III-A: Full telecom infrastructure available (laid by Builder / RWA / Telecom Infrastructure provider (TIP)/Franchisee/Retailer/DSA and is in use in the “Projects in Annexure”

(To Lay and maintain the overhead OFC backhaul from BSNL nearest pick up point to OLT Location in addition to existing responsibilities of Case-II on part of FTTH Partner.)

7.1 BSNL responsibilities:

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

7.2 Responsibilities of Builder / RWA / Telecom Infrastructure provider (TIP)/Franchisee/Retailer/DSA:

- a) To build / extend the OFC network inside the residential / commercial complex and interconnection of building through OFC within premises.
- b) To lay and maintain the overhead OFC backhaul from BSNL nearest pick up point to OLT Location.
- c) To do the wiring of cable inside the building up to inside the flat / shop and laying of connecting cable network in whole premises / complex connecting

various buildings / towers from the BSNL telecom Network point (BSNL control room).

- d) The compatible ONTs shall be supplied by the builder / RWAs / infrastructure provider/TIP to the customer.
- e) To provide a interconnectivity at the Network operation center (NOC) buildup by the builder / RWA / Telecom Infrastructure provider
- f) To provide the maintenance support to OFC laid / build by the builder / RWA / infrastructure provider.
- g) To provide the maintenance support to telecom equipment supplied / installed by the builder / RWA / infrastructure provider.
- h) To provide the space / room to BSNL on rent, for setting up of control room inside the residential / commercial complex for housing the essential telecom equipment of BSNL with provisions of Air-conditioning and electricity availability.
- i) To provide the maintenance support of space / room given on rent.

8. Case-IV: Full Telecom infrastructure available (laid by Builder / RWA / Telecom Infrastructure provider (TIP)/Franchisee/Retailer/DSA and responsible to supply, deploy, own, Operate & Maintain the OLTs, ONTs and all the telecom network infrastructure (OLTs and beyond OLTs up to customer premises).

8.1 BSNL responsibilities:

- a) To provide the maintenance support of OFC laid by BSNL for OLT Connectivity.

8.2Responsibilities Of Builder / RWA / Telecom Infrastructure provider (TIP)/Franchisee/Retailer/DSA:

- a. To build / extend the OFC network inside the residential / commercial complex and interconnection of building through OFC within premises.
- b. To lay and maintain the overhead OFC backhaul from BSNL nearest pick up point to OLT Location.
- c. To do the wiring of cable inside the building up to inside the flat / shop and laying of connecting cable network in whole premises / complex connecting various buildings / towers from the BSNL telecom Network point (BSNL control room).
- d. To provide a interconnectivity at the Network operation center (NOC) buildup by the builder / RWA / Telecom infrastructure provider.
- e. To provide the maintenance support to OFC laid / build by the builder / RWA / infrastructure provider.
- f. To provide the maintenance support to telecom equipment supplied / installed by the builder / RWA / infrastructure provider.
- g. Builders/RWA/TIPs shall be responsible for supply, deploy, own, operate and maintain the OLTs, ONTs.
- h. Builders/RWA/TIPs shall be responsible for supply, deploy, own, operate and maintain the entire telecom network infrastructure beyond OLTs up to customer premises.
- i. Space, power and air-conditioning shall also be arranged by Builders/RWA/TIPs for installation of OLTs.

- j. The compatible ONTs shall be supplied by Builders/RWA/TIPs to the customer directly.
- k. Cost towards this shall not be considered for revenue sharing purpose. Any further post sale obligation in respect of OLTs & ONTs shall rest with Builders/RWA/TIPs and not with BSNL.
- l. **EMS:**
 - i. Builders/RWA/TIPs shall provide, install and operate only those OLTs for which EMS has been installed by the OEM.
 - ii. EMS shall be tested during the integration with BSNL network. EMS shall manage both OLT and ONTs. The interconnection of a disaster recover EMS with main EMS and its manual switch over shall be tested during the testing.
 - iii. Further, open protocol shall be supplied as the North bound interface along with suitable network interface and software in the EMS.
 - iv. The format for the reporting from EMS shall be finalized by BSNL.

9. Case-V: Case V is for maintenance of FTTH connections provisioned by through BSNL owned OLTs, access network fiber and ONT, The revenue share to partner for maintenance of already provisioned connections by BSNL shall be up to Max 10%.

9.1 Responsibilities of Builder / RWA / Telecom Infrastructure provider/Franchisee/ Retailer/DSA

- a. To attend all types of faults in customer Access fiber network such as fiber break, power loss, splitter issues etc.
- b. To attend all types of ONT fault and supply of new ONT in case of fault and its configuration at customer end.
- c. To attend the customer end wiring and rewiring if required.
- d. To clear fault dockets in the IT system after clearing of the faults.
- e. To maintain the of FTTH connections and beyond OLTE up to the customer end in 24*7 basis.
- f. All stores related to the maintenance of FTTH network beyond OLTE up to the customer end including fiber, connectors, splitters, ONT etc. shall be supplied by the successful bidder.
- g. Storing packing and transportation of material shall be done by the bidder.
- h. Packing and freight charges if any for taking out and return of BSNL provided items like ONT and associated accessories etc. shall be borne by the bidder.
- i. Material used / provided by outsourced agency for maintenance shall become the property of BSNL.
- j. In case of customer owned ONT is fault then the bidder shall either supply ONT approve by BSNL to the customer on commercial rate discussed with BSNL / ask the customer to purchase a compatible ONT directly.
- k. All the operational parameters (SLA) assigned by BSNL HQ has to be achieved and penalty has to be imposed as per instructions received from BSNL HQ.

S. No.	FTTH Operational Parameter	Target
1.	Fault rate (in %)	≤ 02
2.	Fault clearance within 24 Hrs (in %)	≥ 80
3.	Repeat fault rate (in %)	≤ 05

4.	Provisioning within 3 days (in %)	≥ 80
5.	MTTR (in Hrs)	≤ 8

9.2 Further the SSA head will quarterly review the maintenance model to ensure that the FTTH partner retains the number of FTTH customers handed over at the time of agreement, and the number of FTTH customers do not migrate / reduce at abnormal rate, to other partners or to same partner under different case model.

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

11. Provision Of Lease Line:

FTTH Partner can provide lease line under case IV Model. (need not be mandatorily case IV, can be II/IIA, III, IIIA also as last mile fiber is most important) The partner will have to provide the local lead on fiber/radio modem/minilink, if the customer premise falls within 500 Mtr of OLT location.

12. Bill issue & collection:

- 12.1 BSNL shall be solely responsible for all commercial functions of bill issue and its collection for the telecom services provided to customers under this agreement. The services shall be billed as part of telecom services provided by BSNL. The bills will be raised and collected by BSNL from the subscribers.
- 12.2 Builder / RWA / Telecom Infrastructure provider/ Franchisee/Retailer/DSA 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 without the written approval of BSNL.
- 12.3 All deposits levied, including security deposits collected on account of CPE /STB /ONT provided by BSNL / registration amounts as decided by BSNL, shall be billed and collected by BSNL and no revenue share shall be payable to Builder / RWA / Telecom Infrastructure provider/Franchisee/Retailer/DSA from such receipts.
- 12.4 The terms and conditions of payments by customers shall be governed by BSNL's rules from time to time. The disconnection and resolution practice from payment defaulters shall be enforced.

13. Revenue share payment process:

- 13.1 Revenue sharing shall be from overall realized revenue (i.e. including Rental/FMC & Usage charges).
- 13.2 Revenue share for providing leased line: Following per month Revenue share is fixed to FTTH Partner for providing leased line under Case IV, II/IIA, III/IIIA.

S.No.	Bandwidth	Fixed Monthly Revenue Share in Rs.
1	Up to 50 Mbps	600/-
2	51 Mbps to 100 Mbps	1000/-
3	101 Mbps to 499 Mbps	2000/-
4	500 Mbps to 999 Mbps	3000/-
5	1 Gbps and above	4000/-

- 13.3 CGM of the circle shall adhere to above upper limit of revenue share payable to Builders/RWAs/Telecom Infrastructure provider/ Franchisee/ Retailer/ DSA and they shall make effort to negotiate revenue share further downwards All the customers falling under the purview of this agreement shall be identified separately and the revenue share may be paid to the Builder / RWA / Telecom Infrastructure Provider as per the terms & conditions of this agreement for such customers.
- 13.4 The payment of revenue share to the Builder / RWA / Telecom Infrastructure Provider/Franchisee/ Retailer/DSA will be made by BSNL by 28th of the following month in which the revenue is realized.
- 13.5 The payment of revenue share shall be made to the Builder / RWA / Telecom Infrastructure Provider/Franchisee/ Retailer/DSA after the deduction of applicable statutory levies which includes license fees payable by BSNL and / or taxes applicable from time to time, from the revenues accrued on account of provision of telecom services under the agreement. All such taxes / levies shall be a pass-through item and shall be billed to and collected from the customers and paid to the respective statutory bodies by BSNL, except such cases where liabilities arise on account of claims raised by concerned authorities in a post-facto manner, wherein such liability shall be shared in the same ratio as the revenue share for the respective services.
- 13.6 Any discrepancy found would be mutually discussed and resolved. Balance of payments arising due to any reason shall be adjusted in future payments by BSNL.

14. Revenue Share:

- 14.1 Revenue sharing shall be as given below:

Business Model	Case- II		Case-IIA		Case-III	
	OFC infrastructure available (laid by builder or RWA), but not yet put in use.		OFC infrastructure available (laid by builder or RWA), but not yet put in use. (laying and maintenance of overhead OFC back haul from nearest BSNL pick up point in addition to existing responsibilities of Case-II on part of FTTH Partner.)		Full telecom infrastructure available and services already offered by different TSPs (its M/s Radius like situation)	
	BSNL	Builder / RWA/ Telecom Infrastructure provider/Franchisee/Retailer/DSA	BSNL	Builder / RWA/ Telecom Infrastructure provider/ Franchisee/Retailer/DSA	BSNL	Builder / RWA/ Telecom Infrastructure provider/ Franchisee/Retailer /DSA
Revenue Share Ratio		To be negotiated by SSA upto Maximum 20% only		To be negotiated by SSA upto Maximum 25% only		To be negotiated by SSA upto Maximum 25% only

Case-III A		Case-IV		Case-V	
Full telecom infrastructure available and services already offered by different TSPs (its M/s Radius like situation) (laying and maintenance of overhead OFC back haul from nearest BSNL pick up point in addition to existing responsibilities of Case-III on part of FTTH Partner.)		Builders/RWA/TIPs/ Franchisees/Retailers/DSA shall be responsible for supply, deploy, own, operate and maintain the backhaul, the OLTs & ONTs and Full telecom infrastructure available (laid by builder or RWA or telecom infrastructure provider & OLTs and beyond OLTs up to customer premises).		Builders/RWA/TIPs/ Franchisees/Retailers/DSAs shall be responsible for maintenance of FTTH connections provisioned by through BSNL owned OLTs, access network fiber and ONT	
BSNL	Builder / RWA/ Telecom Infrastructure provider/Franchisee/Retailer/DSA	BSNL	Builder / RWA/ Telecom Infrastructure provider/Franchisee/Retailer/DSA	BSNL	Builder / RWA/ Telecom Infrastructure provider/Franchisee/Retailer/ DSA
	To be negotiated by SSA upto Maximum 30 % only		To be negotiated by SSA upto Maximum 50 % only		To be negotiated by SSA upto Maximum 10% only

- 14.2 All commercial works (CAF etc) shall be undertaken by BSNL and all customers shall be BSNL customers.
- 14.3 Fixed one time marketing charges of Rs _____ shall be given as an entry fee (optional as decided by the CGM) and acquisition charges of Rs _____ shall be given on per customer basis (optional as decided by the CGM) for the cases where the customer is acquired by the builder / RWA / Telecom Infrastructure Provider (TIP) /Franchisee/Retailer/DSA for BSNL .
- 14.4 BSNL shall collect dues payable to it by the individual residents / commercial complex occupants of “Projects in the Annexure” directly from such subscribers / residents. Builder / RWA / Telecom Infrastructure provider/Franchisee/Retailer/DSA shall not in any way be liable or responsible for

the nonpayment or delayed payment of the dues to BSNL GMTD by the individual subscribers residing in “Projects in annexure”. Any charges are to be borne by the individual customers and Builder / RWA / Telecom Infrastructure provider/Franchisee/Retailer/DSA is not liable.

15. General Conditions:

- 15.1 This agreement is applicable for all kinds of telecom services (fixed, wireless, broadband etc.) being offered presently and in future also.
- 15.2 This agreement is a confidential document. Builder / RWA / Telecom Infrastructure provider/Franchisee/Retailer/DSA shall not divulge any part of the agreement either through oral or written communication or through any other mode to any third party.
- 15.3 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.
- 15.4 **Period of agreement:** This agreement shall be valid for the period of 10 years from the date of signing and is renewable thereafter on similar / mutually agreed terms and conditions and further Builder / RWA / Telecom Infrastructure provider/Franchisee/Retailer/DSA will abide in respect of any modifications in clauses related to agreement from time to time as per BSNL Corporate Office/Circle office U.P East instructions.
- 15.5 **Termination of the agreement:** The agreement shall be terminated by giving a one month’s notice to the FTTH Partner:
 - i. Failure to commission the equipment and /or execution of the work at all by the FTTH Partner 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.
 - v. 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.
- 15.6 **Severability**

TRAI / DoT declare any part of this agreement unenforceable through direction / order / regulation or if terms of license of BSNL are changed through any amendment or order of the Government, the parties will cooperate and take all appropriate steps to amend, modify or alter this agreement.
- 15.7 This agreement shall be binding upon all respective successors of the parties.
- 15.8 That Builder/RWA/TIP/ Franchisee/Retailer/DSA shall provide non-disclosure undertaking.
- 15.9 **Sub-Contract:** Builder/RWA/TIP/Franchisee/Retailer/DSA shall notify BSNL in writing of all subcontracts awarded under these contacts if not already specified during signing of the agreement. Such notification shall not relieve the Builder/RWA/TIP/DSA from any liability or obligation under contract.

16. Compliance of laws:

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

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

17. Indemnification:

Builder / RWA / Telecom Infrastructure provider/Franchisee/Retailer/DSA agrees to protect, defend, indemnify and hold harmless BSNL and its employees, officers, directors, agents or representatives room and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:

- (a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party; “or”
- (b) Any breach of the terms and conditions in this agreement by Builder / RWA / Telecom Infrastructure provider/Franchisee/Retailer/DSA.

18. 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.

19. CONFIDENTIALITY AND NON-DISCLOSURE:

- 19.1 All details, documents, data, applications, software, systems, papers, statements, business/customer information and BSNL’s practices and trade secrets (hereinafter referred to as “Confidential Information”) which may be communicated to the Builder / RWA /TIP /Franchisee/Retailer/DSA and/or its employees shall be treated as absolutely confidential and the Builder / RWA /TIP /Franchisee/Retailer/DSA irrevocably agrees and undertakes and ensures that the Builder / RWA /TIP /Franchisee/Retailer/DSA and all its employees shall keep the same secret and confidential and not disclose the same, in whole or in the part of any person without the prior written permission of BSNL not shall use or allow to be used any information than as may be necessary for the due performance of the Builder / RWA /TIP /Franchisee/Retailer/DSA’s obligation hereunder. The Builder / RWA /TIP /Franchisee/Retailer/DSA hereby specifically agrees to indemnify and keep BSNL indemnified safe and harmless at all times against all

or any consequences arising out of any breach of this undertaking by the Builder / RWA /TIP /Franchisee/Retailer/DSA and/ or its employees and shall immediately, reimburse and pay to BSNL on demand all damages, theft, loss, cost, expenses or any changes that BSNL may suffer, incur or pay in connection therewith.

- 19.2 Take all necessary action to protect the confidential information against misuse, loss, destruction, deletion and/ or alteration.
- 19.3 Not to misuse or permit misuse directly or indirectly, commercially exploit the confidential information for economic or other benefit.
- 19.4 Not to make or retain any copies or record of any confidential information submitted by BSNL other than as may be required for the performance of the Builder / RWA /TIP /Franchisee/Retailer/DSA's obligation under this agreement.
- 19.5 Notify BSNL promptly of any unauthorized or improper use or disclosure of the information.
- 19.6 Return all the information, which is in the custody of the Builder / RWA /TIP /Franchisee/Retailer/DSA at the end of the specific assignment.
- 19.7 The Builder / RWA /TIP /Franchisee/Retailer/DSA hereby unconditionally agrees and undertakes that it shall not and that its personnel shall not disclose or publish the terms and conditions of this agreement or disclose the information submitted by BSNL under this agreement to any third party unless such disclosure is required by

20. ARBITRATION

- 20.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the ----- (**SSA Head**) or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the ----- (**SSA Head**) or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the ----- (**SSA Head**) or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the ----- (**SSA Head**) or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the ----- (**SSA Head**) or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- 20.2 The arbitrator may from time to time with the consent of both the parties enlarge

the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

20.3 The venue of the arbitration proceeding shall be the office of the -----
----- **(SSA Head)** or such other places as the arbitrator may decide.

20.4 If any clarification/addendum/modification in respect of this agreement is received from BSNL Corporate office New Delhi or BSNL Circle office of Uttar Pradesh (East) that will be binding on both parties.

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

For BSNL _____

Witness

For “Builder / RWA /TIP /Franchisee/Retailer/DSA”

Witness