

**BHARAT SANCHAR NIGAM LTD.
(A Govt. of India Enterprise)**

EoI Document for Broadband Services on cable TV network

Bharat Sanchar Nigam Ltd. invites Expression of Interest from companies/firms meeting the eligibility criteria as prescribed herein for providing Broadband Services on cable TV network on Pan India or Circle or SSA level of BSNL.

Notice No.

Date of issue:

Interested companies/firms shall express the interest in prescribed application form/ Format & same be sent to the appropriate BSNL authority as mentioned below:

Pan India Level	Circle Level	SSA Level
AGM (BBVAS-CFA), O/o Sr.GM (NWP-CFA) 5th Floor, Bharat Sanchar Bhawan, Janpath, New Delhi-110001	AGM (BBVAS-CFA), O/o CGM of the concerned Circle	AGM (BBVAS-CFA), O/o SSA Head of the concerned SSA

Instructions for Companies/Firms

1.0 Introduction

Bharat Sanchar Nigam Limited (BSNL), a Public Sector Undertaking of Government of India, is the largest Telecom Service Provider in India having countrywide presence with over 120 million customers. It is also the largest ISP and presently offering Broadband Service on wireline, fibre & wireless to its customers. The Broadband service of BSNL is currently operating across the nation except in Delhi and Mumbai.

2.0 Broadband Network Architecture

The broadband network of BSNL (Deployed under the project "National Internet Backbone-II") comprises the managed MPLS backbone and the broadband access. The backbone network carries broadband and narrowband Internet traffic, content based service traffic, Virtual Private Network (VPN) traffic, IP TAX traffic, etc. The two layers of the MPLS backbone are the CORE & the EDGE networks. The CORE Network comprises the routers connected with the high speed STM-16 transmission links whereas the EDGE network comprises the EDGE routers connected to the CORE routers through the Gigabit Ethernet or STM-16 links. This layer aggregates customer traffic, enforces QOS and extends managed access to the customers. This layer provides the customer access through three mechanisms: (a) Dialup, (b) Dedicated access, and (c) broadband access. In addition, there are routers at Mumbai, Chennai, Bangalore, Delhi and Kolkata working as Gateway routers. BSNL also provides Broadband services on Wireless access on Wi-MAX platform as also on 3G.

3.0 Purpose of the EOI

BSNL intends to provide Broadband Services in BSNL's predominantly Technically Non-Feasible (TNF) Areas, defined at Para 7.0 of the EoI document, on chargeable basis, using network of MSO/LCO. This EoI invites offers from MSO/LCO companies/firms who also intend to provide broadband services, to their customers using Hybrid Set Top Box or any other customer premises equipments (CPE) and cable TV network of MSO/LCO and to enter into agreement with BSNL on non-exclusive, revenue sharing basis for offering such service to their customers in BSNL's Technically Non-Feasible (TNF) Areas. Their network should have technology to allow a two way path for uploading & downloading preferably working on a technology called Data Over Cable Service Interface Specifications (DOCSIS) version 2.0 or higher or BB on Ethernet. The selected Company/firm can offer the services in the approved area (Pan India or Circle or SSA level of BSNL) after signing the Service Agreement with appropriate BSNL authority as the case may be which would contain all the terms and conditions entailed in this EoI. The basic objective of this EoI is to allow cable operators who intend to give broadband Services by cable TV provider of MSO/LCO for BSNL. The eligible companies/firms are also required to do marketing, selling and after sale service activities and customer care in coordination with various BSNL circles/SSAs.

4.0 Service details

4.1 Description of the service to be offered

BSNL Broadband services over cable TV network either on TV or PC or Laptop etc.

- 4.2 BSNL will provide connectivity for Broadband services to the eligible company/firm at tier-2 locations. It is responsibility of eligible company/firm to provide all the connectivity and equipments required at their cost beyond Tier-2 of BSNL to provide Broadband services to subscribers.
- 4.3 The connectivity provided at Tier-2 to cable TV operator will ensure that availability of internet is accessed by the individual customers only through PPPoE dialing method from customer end only. All the customers subscribing BB services through cable TV operator shall be BSNL's BB customer only. It means that Cable TV Operator will not be able to access internet on its own.
- 4.4 Customer acquisition may be through franchisee partner (cable TV operator), but Customer acquisition Form (CAF) will be submitted in BSNL, thereafter customer shall be provisioned by BSNL through BSNL CRM.
- 4.5 BSNL shall be responsible for Billing, Invoicing & Revenue collection.
- 4.6 **Target Customers:** - The Target segment for this service is all the existing or new cable TV customers in BSNL's Technically Non-Feasible (TNF) Areas who intend to use broadband on their TV or PC or Laptop etc. or the new customers in BSNL's Technically Non-Feasible (TNF) Areas, who are interested only in Broadband services on PC or Laptop etc. through cable TV network.

5.0 Eligibility Criteria (Commercial)

The following criterion shall be met by the company/firm who intends to participate in this EOI and qualify the following conditions:

- i. The company /partnership firm/proprietorship firm registered as Multi-System Operator (MSO) or Local Cable Operator (LCO) in India. The Companies/firms are required to submit certificates/ documentary proof for the same.

6.0 Instructions to applicants for EOI

- 6.1 An EOI application shall be submitted by the applicant company fulfilling the eligibility criteria in format as specified in Annex-III along with the documents.
- 6.2 Performance Bank Guarantee (PBG) - Performance Bank Guarantee (PBG) of amount equal to 5% of the cumulative Revenue Target as mentioned in clause **7.14** of this EoI is to be provided within 15 days of receipt of communication from BSNL regarding approval of their application. PBG is to be submitted before signing of the agreement for ensuring the satisfactory performance of the agreement.
- 6.3 BSNL reserves the right to reject any or all the applications (expression of interest received) or stop the process of EOI / testing at any stage, at its sole discretion without assigning any reason In case of any dispute relating to this expression of interest / agreement, New Delhi court shall have the exclusive jurisdiction for applicants applying for PAN India. In case of applicants applying at Circle level/SSA Level, their respective Circle HQ/SSA HQ will be the jurisdiction of court for such disputes.
- 6.4 An agreement based on the terms and conditions of the EOI shall be signed with the Company/firm which is approved by the competent authority.
- 6.5 The agreement with the Company/firm shall be on non-exclusive basis. Further, BSNL reserves the right to provide its own broadband on cable TV network services at any time or to enter into Agreement with other Companies/firms/parties for providing similar services in its licensed service area from time to time in future without any restriction of number of Companies/firms/parties.
- 6.6 The period of non-exclusive agreement shall be initially for 26 months (2 months for installation of equipment, integration & testing with BSNL network and 24 months for Broadband on cable TV network service). Afterwards, the same shall be extended further based on the performance of the Company/firm and as per prevailing policy of BSNL at that time.
- 6.7 **Company/Firm shall submit all below mentioned documents along with the application form:**

- 6.7.1 Companies/firms are required to submit certificates/ documentary proof for clause no. 5.0 (i) above.
- 6.7.2 Articles and Memorandum of Association or partnership deed or proprietorship document as the case may be.
- 6.7.3 Business plan for the proposed term of agreement. The Company/firm shall have to give a commitment to generate minimum top line revenue as mentioned in clause **7.14** of this EoI during the first & second year of agreement during the tenure of agreement.
- 6.7.4 A letter of authority from the Company/firm stating that in case of non performance, BSNL can encash the Performance Bank Guarantee of the Company/firm and the Company/firm shall not have any objection.
- 6.7.5 List of Directors including their names(s) and address (es) along with contact telephone numbers, DIN of each director & CIN of the Company/firm.
- 6.7.6 Certified True copy of Board's/ Management's resolution in favour of authorized signatory. It should not have been dated more than two months prior to date of EOI.
- 6.7.7 Specimen signature(s) of authorized signatory duly attested by the Bidder's Bankers.
- 6.7.8 Undertakings, in support of Company/firm not having equity stake and not being a Licensed Telecom Service Provider as required in eligibility conditions.
- 6.7.9 NDU (Non- Disclosure Undertaking), duly notarized on non judicial stamp paper of value Rs.100/- or more (NDU format enclosed).
- 6.7.10 Revenue generation commitment required as per target clause **7.14** of this EOI and an undertaking clearly committing to submit the Performance Bank Guarantee within 15 days of receipt of communication from BSNL regarding approval of their application. PBG is to be submitted before signing of the agreement.

7.0 Terms and Conditions

The interested company/firm can submit their application for offering 'Broadband Services on cable TV network' services either on Pan India or Circle or SSA level of BSNL. The area of service of 'Broadband Services on cable TV network' will be in the BSNL's predominantly Technically Non-Feasible (TNF) Areas only. BSNL's Technically Non-Feasible (TNF) Areas means the areas where BSNL is not able to provide Landline/Broadband connections due to lack of Cable/OFC in that area. The decision of the Local BSNL Authority (SSA head of the concerned SSA) will be final in this regard.

- 7.1** The agreement with the eligible Company/firm shall be signed for 26 months (out of which 2 months may be for installation, integration of the equipment/ system with BSNL network).
- 7.2** Renewal or extension of the agreement shall be based on the performance of the Company/firm and as per prevailing policy of BSNL at that time. Main criteria of performance will be meeting the revenue target.
- 7.3** In normal course, the Company/firm will apply one month in advance, before expiry of agreement, to BSNL for renewal of his agreement. BSNL will permit him in time for renewal of PBG. In case there is delay in renewal due to unavoidable circumstances, the services will not be disrupted.
- 7.3 (a) If there is any reason which justifies discontinuance of services, the same will be intimated to the Company/firm three month in advance. Similarly, the Company/firm is also bound to intimate three months in advance for discontinue the services due to unavoidable reasons.

7.4 (a) Revenue share:

The revenue share between BSNL and the company/firm for Broadband services will be in the ratio of **65% (for BSNL) and 35% (for company)**.

- (b) The other statutory levies or taxes, license fees as applicable from time to time or as amended by DoT (Department of Telecommunication) from time to time, for the services, shall be deducted from the total revenue generated out of service revenues. The balance amount i.e. after deducting all duties/ taxes/ fees etc, will be shared in the ratio between BSNL & selected Company indicated above. It may be noted that statutory levies or taxes/ license fee to be deducted from the total revenue may vary depending on the licensor's requirements.

7.5 Revenue collection:

- 7.5.1 For Post paid services: The payment of company's/firm's revenue share will be done based on the monthly realized amount. The payment, normally, will be done within two months after the receipt of the bill. Reconciliation will be done in the subsequent month and any pending payment would be adjusted in that month. BSNL reserves the right to modify the

procedure for making payments to company as per its requirements.

7.6 Co-location facility in BSNL premises may be extended to Company/firm on demand subject to feasibility & payment of requisite Infrastructure charges as per the policy of BSNL applicable at that time. The word Infrastructure means electricity/space/air-conditioning. Current infrastructure charges per annum per site deployment for following power limits are as follows (which may get amended subsequently):

S. No.	Power (load)	Rate per annum per site
1.	Up to 1 KW	2 Lakhs
2.	More than 1 KW to 2KW	3.5 Lakhs
3.	More than 2 KW to 5KW	6.5 Lakhs

Note- The power requirement beyond 5KW and higher may be dealt with on case to case basis, however, the thumb rule shall be to take power consumption charges at the highest slab@ Rs. 10 per unit and add 25% of the amount so calculated.

7.7 The Company/firm shall need to provide the "BB on cable TV network" service's Network Architecture with diagram which shall be scrutinized by competent BSNL Technical Team. It shall also submit detailed integration requirement document with BSNL system.

7.8 Company/firm shall be totally bound and obliged to comply with all applicable norms and directions of Telecom Commercial Communications Customers Preference Regulations (TCCCPR) issued from time to time by the Regulator (TRAI) or the Licensor (DOT) or Govt. of India.

7.9 The Company/firm shall ensure that the Services conforms to the applicable Indian laws, IT Act 2008 and its amendment issued from time to time by Govt. THE COMPANY shall monitor the content on network on a regular basis to ensure that the same is not obscene or offending to the laws of the land, community or sect or violating any copy/ intellectual property of any third party.

7.10 The Company/firm shall adhere to SLA, which BSNL has offered to its customers, if any.

7.11 The Company/firm shall also conduct product training for BSNL Officers to make them conversant about their product capabilities vis-à-vis customer requirement, if any.

7.12 Delivery of Service: The Company/firm shall ensure provisioning of commercial services in the agreed service area within 60 days of provision of requisite connectivity by BSNL. In case of failure to start the service in the specified time period a penalty of Rs.2000/- per day of delay shall be applicable subject to a maximum of Rs. 2 Lakhs.

Area of service: -

The interested company/firm can offer 'Broadband Services on cable TV network' services either on Pan India or Circle or SSA level of BSNL. Accordingly, the application should be sent to the appropriate BSNL authority as mention below. The agreement will be signed at Pan India or Circle or SSA level of BSNL as the case may be.

Pan India Level	Circle Level	SSA Level
AGM (BBVAS-CFA), O/o Sr.GM (NWP-CFA) 5 th Floor, Bharat Sanchar Bhawan, Janpath, New Delhi-110001	AGM (BBVAS-CFA)*, O/o CGM of the concerned Circle	AGM (BBVAS-CFA)*, O/o SSA Head of the concerned SSA

**Note 1: Or the officer authorized to do this work.*

Note 2: For cases of SSA Level & Circle Level, the approving authority will be CGM of the concerned circle.

7.13 Marketing of Services:

- i. All Marketing, advertising, sales and promotion of agreed services shall be undertaken by the Company at its own cost.
- ii. The Company/firm may get pamphlets or brochures designed, approved, printed at their cost and deliver to the in-charge (Sales & Marketing) office in the Circle/SSA or any other

predefined single point of delivery in the Circle/SSA. BSNL shall facilitate distribution of these pamphlets/ brochures through its Franchisees, telephone bills & Points of Sales (POS) to those customers who shall be visiting POS.

- iii. Call Centre/helpdesk will need to be established by the Company/firm at their own cost, both for tele-calling, subscriber verification & also customer support. For the purpose of customer query & customer care a toll free number would be advertised by the Company. Toll free number will be provided by BSNL on commercial basis on request of company/firm wherever available. Use of single toll free number will also be permitted to be used for multiple SSAs/Circles. This toll-free number shall only be utilized for promoting the BB on cable TV network service being provided under agreement with BSNL only. If any misuse of the facility is detected at any stage, the free service shall be withdrawn.
- iv. For the customer service, the Company/firm shall provide to BSNL 7 days a week helpdesk, either web based or call center. The booking of complaint to the Company/firm can be made by customer, BSNL / Call Center/ Node. For emergency case specifically for situation where critical node is down, the Company/firm shall ensure that the complaint is attended within 12 hours.
- v. The Company/firm shall also conduct promotional events for generating business / creating awareness about BSNL products and services.
- vi. SMS, e-mail based marketing, marketing through print media & electronic media will be done by the Company/firm.
- vii. BSNL may market the "Broadband services on cable TV network" if workable either as service or as part of bouquet of services offered by BSNL.

7.14 TARGETS: -

- i. Following rollout schedule will be applicable for the duration of the agreement:

Sl. No.	Service Area	Revenue During 1 st year	Revenue during 2 nd year
1.	All India Level	1 Crore	2 Crore
2.	Circle Level	20 Lakhs	40 Lakhs
3.	SSA Level	5 Lakhs	10 Lakhs

(* - 1st year will start on completion of 2 months of implementation period after the date of signing of the agreement)

- ii. If the Company/firm fails to achieve the yearly Revenue target mentioned in clause No. 7.14, it will attract a penalty equal to 50% of the PBG amount, which will be paid by the company within 30 days of such demand being raised by BSNL, failing which full PBG will be forfeited. After PBG forfeiture existing agreement shall be terminated.

7.15 Dispute Settlement

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

- entitled to proceed from the stage at which it was left out by his predecessors.
- iii. 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.
 - iv. The venue of the arbitration proceeding shall be the office of the CMD, BSNL, New Delhi or office of the arbitrator at New Delhi. The EOI shall be governed by and constructed in accordance with the laws of India and the jurisdiction of Court at New Delhi, India.

7.16 Security and Lawful Interception for Broadband:

- a. The port binding and authentication of the Broadband customers of the proposed Broadband services on cable TV network will be done from NOC of BSNL at Bangalore.
- b. BSNL shall have the right to direct, to warn, to penalize the Company/firm under any directions of DOT or even terminate the Agreement after considering any report of conduct or antecedents detrimental to the security of the nation. The decision of BSNL in this regard in accordance with such DOT directions shall be final and binding and in any case the Company/firm shall bear all liabilities in the matter and keep BSNL informed for all claims, cost, charges or damages in this respect.
- c. The Company/firm shall provide all possible support to BSNL in case law enforcement agencies approach BSNL for any investigation & monitoring purposes involving traffic passing through the servers installed by the Company.
- d. The Company/firm will also be duty bound to follow the TCCCP & other regulations issued by TRAI/DOT. Any violations thereof may lead to cancellation of the agreement.
- e. The PBG submitted at the time of signing of the agreement having validity of 36 months for ensuring the satisfactory performance of the agreement. The Company/firm shall extend the validity of same for further extension of agreement if any, or otherwise till all the dues of BSNL by virtue of this agreement have been fully paid & its claim satisfied & discharged.

7.17 Quality of Service

- a. TRAI and DOT may specify QoS parameters from time to time and the same shall be adhered to by both parties. Both BSNL and vendor agree that they shall use reasonable efforts to meet such QoS requirements set forth by TRAI/ DOT/Govt. etc.
- b. The Company/firm shall operate and maintain its setup including the Application Servers conforming to Quality of Service standards, to be mutually agreed upon. The initial set up shall be capable to handle at least 2,000 customers with concurrency of 500 customers. The selected Company/firm shall upgrade the set up within one month of reaching 70% of the capacity.
- c. The Company/firm shall be responsible for:
 - I) Maintaining the performance and quality of service standards.
 - II) Ensuring an overall system uptime to be more than 99 % on monthly basis.
 - III) Maintaining the MTTR (Mean Time To Restore) within the specified limits of the quality of service as given below in respect of normal failures excluding catastrophes:
 - a) 90% of faults reported on monthly basis by customers should be rectified within 3 hours and 99% within 8 hours.
 - b) The Company shall keep a record of number of faults and rectification reports in respect of the service, which shall be produced before BSNL as and when and in whatever form desired.
 - iv) Rectification of fault within three hours in case of fault(s) at the Company/firm's end resulting in non-availability of the services.
 - v) The Company/firm shall be responsive to the complaints lodged by BSNL. The Company/firm shall rectify the anomalies within the specified MTTR and maintain the history sheets for each installation, statistics and analysis on the overall maintenance status & the same shall be made available to BSNL at prescribed intervals in prescribed format/ pro-forma.
 - vi) In case of non-availability of the Services/ service getting affected partially/ fully due to reasons pertaining to the Company for more than three hours, the Company/firm shall be penalized as per calculation given below:

- ✓ Average monthly (averaged on last two billing cycle basis) revenue generated on account of services covered under the agreement in the concerned Circle = Rs A
- ✓ Number of hours for which the service remained un-available/ affected = D
- ✓ Compensation = $[A/(24*30)]D$
The amount so calculated shall be deducted from the revenue share of the corresponding billing cycle.

7.18 TECHNICAL CONDITIONS

7.18.1. Cable TV network

- 1.1 The equipment/servers of the Company/firm should be capable of providing Broadband services on cable TV network or otherwise as mentioned in the Para 4 of this EoI.
- 1.2 In the process of operating the Broadband services on cable TV network or otherwise, THE Company/firm shall be responsible for
 - (i) Installation of the equipment;
 - (ii) Proper upkeep and maintenance of the equipment; and
 - (iii) Maintaining the agreed Quality of Service;

1.3 Special Technical Conditions:

- In addition to the general and financial requirements specified above, the Company/firm should also fulfil the special eligibility criteria given below. The indicative list of equipment expected to be deployed by the vendor are as follows:
- Company/firm shall have Hybrid Set Top Box or any other customer premises equipments (CPE) which can provide Internet/Broadband services in addition to Cable TV services.
- Hybrid STB / CPE is facilitated to upgrade automatically for new software version through OTA (Over the Air) hence there is no additional cost required to upgrade software.
- By using Hybrid STB/CPE customer can use his Regular TV as a Smart TV & PC/laptop.
- Company shall undertake after sales service /replacement of Hybrid STBs/CPE supplied by it.

1.6 INTEGRATION WITH OTHER COMPONENTS:

The Company/firm shall integrate Broadband components with BNGs/BBRAS, RPR, STBs.

7.18.2. Engineering Details

THE Company/firm shall furnish to BSNL or its authorized representative(s), in such manner and at such times as may be required by BSNL complete technical details with all calculations for engineering, planning and dimensioning of the system/network, concerned relevant literature, drawings, installation materials etc regarding the network.

7.18.3. Interconnection with network of BSNL

The concerned NOC In-charge of Data Network Circle of BSNL shall be responsible for evaluation of the Broadband services on cable TV network services before commercial launch and for continuous monitoring of the Broadband services on cable TV network services and the response time etc., thereafter.

8.0 Protection of Network

- 8.1 Each party shall use its best endeavor and in good faith to ensure that it does not do or permit to be done or omit or permit the omission of any matter in relation to its network, which shall cause damage to the other party's network or result in the interference with the operation of the other party's network. The Company/firm is obliged to provide without delay the tracing facility to trace the origin of content/ data transported through its equipment & Network. Any damages arising out of default on the part of the Company/firm in this regard shall be sole liability of the Company/firm.
- 8.2 Each party is to co-operate with the other party & adopt reasonable precautions in accordance with the usual procedure, to prevent act of sabotage to the network interconnected with it or to prevent fraudulent use of the same.
- 8.3 At all times, the Company/firm shall make all reasonable efforts to safeguard the Broadband infrastructure of BSNL from being abused or spammed by any third party.
- 8.4. BSNL shall use commercially reasonable efforts to provide the Broadband services on cable TV network under the Agreement during all days without any interruption in accordance with industry standards, except where such interruption arises out of, results from, or is related to an event of Force Majeure or other cause or circumstances beyond the reasonable control of

BSNL.

- 8.5. BSNL shall be responsible for transmission of service through its Broadband infrastructure. However, BSNL may suspend the transmission in whole or in part at any time without notice if:
- a. BSNL reasonably considers it necessary to safeguard provision of content Broadband services on cable TV network services on Broadband infrastructure or the integrity of the Network or the mentioned network Elements, or
 - b. The Broadband Network fails or require modification or maintenance; or
 - c. If there has been unauthorized, unlawful or fraudulent use of the transmission or any transmission is causing or may potentially cause damage or interference to the BSNL Broadband Network.
 - d. It is necessary to comply with a mandatory direction or request of the Department of Telecommunications or other Competent authority, or
 - e. BSNL receives complaint from its customers for reasons related but not to limited to omission, errors or incorrect data, use of obscenity in the Broadband services on cable TV network services provided by the Company/firm under this Agreement. In such an event, the Broadband services on cable TV network services shall remain suspended till the matter is resolved to the satisfaction of all parties concerned.

9.0 Submission of application:

- 9.1 The application for Expression of Interest in format as specified in Annex-V along with all required documents must be submitted in envelope, superscribed "Expression of Interest for "Broadband services on cable TV network" and addressed to the contact person indicated in this EOI. The envelope shall indicate the name and address of the Company/firm.
- 9.2 Application giving the details is to be made on the Company/firm's letter head. A copy of this EOI duly signed in on all pages meaning by acceptance of all clauses be submitted along with application form.
- 9.3 All costs & expenses associated with submission of application shall be borne by the Company/firm submitting the application and BSNL shall have no liability in any manner in this regard.
- 9.4 BSNL reserves the right to reject the request without assigning any reasons.

Note: This policy is open ended and any Company/firm which is interested and meets the eligibility conditions may submit its proposal on any working day. BSNL would however reserve the right of periodic review of the entire policy or any elements thereof based on its business needs.

ANNEXURE - I

FORMAT OF THE NON-DISCLOSURE UNDERTAKING

(To be submitted duly notarized on non-judicial stamp paper of value Rs.100/- or above)

M/s _____, a company registered under Companies Act 1956, having its registered office at _____ acting through Shri _____, the authorized signatory (which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) hereby declare and undertake that we shall not divulge any part of this agreement either through oral or written communication or through any mode to anyone.

We further undertake and declare that we shall be responsible for safe custody of the papers/documents including the Agreement proposed to be entered into between M/s BHARAT SANCHAR NIGAM LIMITED and ourselves. We shall ensure all necessary steps to safeguard the privacy and confidentiality of the Agreement and shall use our best endeavours to secure that no person acting on our behalf or ourselves divulge or disclose or use any part of the Agreement without the written consent of M/s BHARAT SANCHAR NIGAM LIMITED.

We further declare and undertake that if we declare not to sign the above Agreement with M/s BHARAT SANCHAR NIGAM LIMITED, we shall return back the copy of the Agreement (in original) back to designated official acting on behalf of M/s BHARAT SANCHAR NIGAM LIMITED within one month without preserving any copy of the same, in any form, whatsoever.

We further declare and undertake to indemnify M/s BHARAT SANCHAR NIGAM LIMITED for any loss or damage(s) caused to it by virtue of any default from our side in compliance to the aforesaid conditions.

Signed on behalf of M/s _____ by Shri _____ (Name and Designation) authorized signatory.

ANNEXURE - II

UNDERTAKING

We, M/s _____, a company registered under Companies Act 1956, having registered office at _____ do hereby undertake and declare that we do not have an equity stake in & of any

- Basic Services
- Cellular Services
- Internet Services
- Unified Access Services
- National Long Distance Services
- International Long Distance Services operating company (ies) in India.

Signed on behalf of M/s _____ by Shri _____ (Name & Designation) authorized signatory (with company stamp).

ANNEXURE - III

UNDERTAKING

We, M/s _____, a company registered under Companies Act 1956, having registered office at _____ do hereby undertake and declare that we are not a licensed service provider to provide Basic services/Cellular services/Internet services/Unified Access services/ NLD/ILD services anywhere in India.

Signed on behalf of M/s _____ by Shri _____ (Name & Designation) authorized signatory (with company stamp).

ANNEXURE - IV

Proforma for Performance Bank Guarantee for the Company

1. In consideration of the CMD BSNL (hereinafter called 'BSNL') having agreed to exempt M/s _____ (hereinafter called 'the said Broadband services on cable TV network Company') from the demand under the terms and conditions of an Letter of Intent Reference No. _____ dated _____ made between Bharat Sanchar Nigam Ltd. and _____ for the provision of 'Broadband services on cable TV network' service (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said 'Broadband services on cable TV network' Company of the terms and conditions contained in the said Agreement, on production of the bank guarantee for Rs.15,00,000/- we, _____ Bank Limited (hereinafter refer to as "the bank") at the request of M/s _____ ('Broadband services on cable TV network' Company do hereby undertake to pay to the BSNL an amount not exceeding Rs. 15,00,000/- against any breach of terms & conditions of the agreement or failure of rollout of 'Broadband services on cable TV network' services under the agreement or failure to renew the PBG as required by BSNL or any loss or damage caused to or suffered or would be caused to or suffered by BSNL by reason of any breach by the said 'Broadband services on cable TV network' Company of any of the terms and conditions contained in the said Agreement.
2. We _____ Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from BSNL by reason of breach by the said 'Broadband services on cable TV network' Company of any of the terms or conditions contained in the said Agreement or by reason of the contractors failure to perform the said Agreement or rollout of 'Broadband services on cable TV network' service by 'Broadband services on cable TV network' Company under agreement or loss suffered by BSNL by such breach by the 'Broadband services on cable TV network' Company. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. 15,00,000/-.
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the 'Broadband services on cable TV network' Company in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the 'Broadband services on cable TV network' Company shall have no claim against us for making such payment.
4. We _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said 'Broadband services on cable TV network' Company and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of 26 months from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.
5. We _____ further agree with BSNL that BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said 'Broadband services on cable TV network' Company from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said 'Broadband services on cable TV network' Company and do forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said 'Broadband services on cable TV network' Company or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said 'Broadband services on cable TV network' Company or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee shall not be discharged due to the change in the constitution of the bank or the 'Broadband services on cable TV network' Company.
7. We _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

Dated the _____ day of _____

For _____
(Indicate the name of the bank)

ANNEXURE –V

Expression of Interest for Broadband Services on cable TV network

Notice No. 15-3/2013-BBVAS/IT-CFA

Date of issue: 21/02/2013

Letter of Application (on Company's letter head)

(To be submitted with EOI Application by Applicant (Lead Company in the case of Consortium))

DM (BBVAS), O/o Sr.GM (NWP-CFA)
7th Floor, Bharat Sanchar Bhawan, Janpath, New Delhi-110001
(Or to the officer concerned at Circle/SSA level, as the case may be)

Sub: - Submission of Expression of Interest (Eoi) for Broadband Services on cable TV network

Sir,

With reference to the above invitation for Expression of Interest (Eoi), we have examined and understood the instructions, terms and conditions provided in Eoi. We hereby enclose our Application in the prescribed format as mentioned in Eoi along with along with all required documents.

We confirm that we agree with the instructions, terms and conditions provided in the Eoi. The undersigned declares that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

We also understand that BSNL is not bound to accept the offer either in part or in full. If BSNL rejects the offer in full or in part, it may do so without assigning any reasons thereof.

Yours faithfully,

Authorized Signatory (of Lead Member in case of Consortium)

(Name & Designation, seal of the firm)

Date:

Place: