Request for Proposal (RFP) for Selection of Service Partners for Delivery of FTTx Connections under BharatNet in Gujarat

Reference No: GFGNL/GFG/e-file/263/2023/0096/Commercial-Utilization

23rd Sept 2026

Department of Science & Technology
Government of Gujarat

GUJARAT FibreGrid

Gujarat Fibre Grid Network Limited (GFGNL)
A Government of Gujarat Company
Regi. office: Block No: 1, 8th Floor, Udyog Bhavan, Sector-11, Gandhinagar-382010Head office: Block No: 6, 5th Floor, Udyog Bhavan, Sector-11, Gandhinagar-382010

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I. Invitation to Bid

a. Gujarat Fibre Grid Network Limited (GFGNL) is inviting bids from the eligible bidders for "Request for Proposal (RFP) for Selection of Service Partners for Delivery of FTTx Connections under BharatNet in Gujarat (Reference No: GFGNL/GFG/e-file/263/2023/0096/Commercial-Utilization)". GFGNL intends to select the agencies by inviting the proposals through open tender process. Bids complete in all respects should be uploaded on or before the bid due date mentioned in the RFP document.

b. The Bid Security and non-refundable bid processing fees in a separate sealed envelope super scribed with the bid document number to be submitted to GFGNL office before the last date & time of submission of bids as mentioned in the RFP document.

c. Tender documents are available only in electronic format which Bidders can download free of cost from the website https://www.dst.gujarat.gov.in https://bharatnet.gujarat.gov.in www.gfgnl.nprocure.com

d. The bids have been invited through the e-tendering route i.e. the eligibility criteria, technical bid document and financial stages shall be submitted online on the website https://www.gfgnl.nprocure.com

e. Bidders who wish to participate in this bid will have to register online. Bidders who wish to participate in online bids will have to procure Digital Certificate as per Information Technology Act, 2000 using which they can sign their electronic bids.

f. Bidders can procure the same from (n) code solutions – a division of GNFC Ltd., or any other agency licensed by Controller of Certifying Authority, Government of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.

g. In case of any clarifications are required, please email your queries as per the format prescribed in bid2gfgnl@bharatnet.gujarat.gov.in, pmc@bharatnet.gujarat.gov.in , pmc2@bharatnet.gujarat.gov.in pmc3@bharatnet.gujarat.gov.in on or before the date mentioned in the RFP document.

h. Accessibility of Tender Document: The Tender Document to participate in e-Tender shall be available for downloading from https://bharatnet.gujarat.gov.in or https://gfgnl.nprocure.com.

II. Factsheet:

SN	Particular	Details
1	Tender Inviting Agency	Gujarat Fibre Grid Network Limited
2	Tender submission Cost	Bidders shall submit, along with their bid, non-refundable bid processing fee of Rs. 15,000/- +GST 18% Extra (Fifteen Thousands Rupees -- only+ GST 18% extra) in the form of a DD / on any nationalized bank payable in favor of "Gujarat Fibre

S N	Particular	Details
		Grid Network Limited" Name of the Beneficiary: Gujarat Fibre Grid Network Limited Bank Name: State Bank of India Bank Account Number: 36242993620 IFSC Code: SBIN0060228 Branch Name: Udyog Bhavan Branch, Gandhinagar Name of the Beneficiary: Gujarat Fibre Grid Network Limited
3	RFP reference No. and date	GFGNL/GFG/e-file/263/2023/0096/Commercial-Utilization
4	Tender Name/Scope of Work	Request for Proposal (RFP) for Selection of Service Partners for Delivery of FTTx Connections under BharatNet in Gujarat
5	EMD (bid Security / Security deposit)	• Rs. 11 Lakh for Ahmedabad Zone • Rs. 13 Lakh for Surat Zone • Rs. 14 Lakh for Vadodara Zone • Rs. 12 Lakh for Rajkot Zone • Rs. 13 Lakh for Gandhinagar Zone • Rs. 11 Lakh for Bhavnagar Zone Details of the Bank: Name of the Beneficiary: Gujarat Fibre Grid Network Limited Bank Name: State Bank of India Bank Account Number: 36242993620 IFSC Code: SBIN0060228 Branch Name: Udyog Bhavan Branch, Gandhinagar Name of the Beneficiary: Gujarat Fibre Grid Network Limited Note: i) As per the GoG guideline, EMD should be in the form of BG as per the GoG GR No. FD/MSM/e-file/4/2025/2712/D.M.O dated 01-04-2026 or latest regarding the Acceptance of Bank Guarantee as SD and EMD. ii) DD/Payorders are not accepted as EMD. iii) EMD and Bid validity period shall consider as 180 days from last date of bid submission with claim period of over and

SN	Particular	Details
		above 45 days. In case of price validity beyond claim period, bidder need to submit BG with extendable period for price validity including claim period
6	Office issuing RFP	Chief Finance Officer (CFO), Gujarat Fibre Grid Network Limited (GFGNL), Block No: 6, 5th Floor, Udyog Bhavan, Sector-11, Gandhinagar: 382010.
7	Contract Period	5 years from the date of issuance of WO which can be extended further for next 5 Years (3+2 years).
8	Bid validity days	180 days from the last date of submission
9	Issue of Tender	The tender can be downloaded from below websites. https://www.dst.gujarat.gov.in, https://bharatnet.gujarat.gov.in, https://www.gfgnl.nprocure.com
10	Pre-Bid	Pre-bid will be held on 05.10.2026 at 03:00 PM at Gujarat Fibre Grid Network Limited (GFGNL), Block No: 6, 5th Floor, Udyog Bhavan, Sector-11, Gandhinagar: 382010
11	Last date for receiving queries/clarifications	The last date of submission of pre-bid queries shall be 05/10/ 2026 at 11: 55 PM. All the pre-bid queries should be received on or before the prescribed date and time, through only official email id with subject line as: Pre-bid queries < Bidder's name> The queries should be submitted in an .xls Format as per the format prescribed in RFP document.
12	Proposal due date (last date & time of Tender submission)	Tender should be submitted before 15.10.2026 at 04:00 pm. Bidder shall upload their bids on https://www.gfgnl.nprocure.com
13	Date & Time of opening of Tender	Technical Qualification documents will be opened on 15.10.2026 at 05:00 pm in the presence of bidders' representatives. Qualified bidders would be subsequently informed later about the date, time and venue for price bid opening.
14	Submission of Integrity Pact, EMD, RFP Document Fee and Letter of Authorization (POA)	At 06:10 PM (Date of submission of online bid + 4 working Days) for physical copy

S N	Particular	Details
15	Contact persons (for any Clarifications)	General Manager, Commercial, Gujarat Fibre Grid Network Limited (GFGNL), Block No: 6, 5th Floor, Udyog Bhavan, Sector-11, Gandhinagar: 382010
16	Opening of Qualification Bids	To be announced later
17	PBG	• Rs. 42 Lakh for Ahmedabad Zone • Rs. 50 Lakh for Surat Zone • Rs. 55 Lakh for Vadodara Zone • Rs. 48 Lakh for Rajkot Zone • Rs. 53 Lakh for Gandhinagar Zone • Rs. 45 Lakh for Bhavnagar Zone

III. Notice Inviting Proposal and Necessary Instruction

Subject: Request for Proposal (RFP) for Selection of Service Partners for Delivery of FTTx Connections under BharatNet in Gujarat

Applications in prescribed format are invited by Gujarat Fibre Grid Network Limited (GFGNL)from eligible parties for Business Procurement, business implementation, design and implementation of last mile Network, Supply; Configuration and Maintenance of Networking elements & Customer End Equipment for integration work & maintenance thereof on turnkey basis for broadband connections (FTTH) in the rural areas of the state covered under BharatNet project. The ultimate goal is to deliver FTTH connections to rural households using BharatNet network assets and to provide urban like broadband connectivity to rural households while complying the rules set by government.

IV. Clarifications on the RFP

A prospective bidder requiring any clarification on the RFP Document may submit its queries, via email only, to bid2gfgnl@bharatnet.gujarat.gov.in, pmc@bharatnet.gujarat.gov.in, pmc2@bharatnet.gujarat.gov.in & pmc3@bharatnet.gujarat.gov.in on or before the last date of sending queries as mentioned in the RFP document. GFGNL will host a Pre-Bid meeting as mentioned for queries (if any) by prospective bidders. GFGNL encourages prospective bidders to clarify their doubts/seek clarification or additional information necessary for them to submit their bid. The representatives of the bidders may visit the GFGNL office at their own cost for any clarification(s). The queries should necessarily be submitted before bid submission date in the following softcopy format and should be in Microsoft Excel only (.xls or .xlsx formats):

Sr.	RFP Document Clause/ Section No.	Clause Title	Page No.	Content of the RFP Requiring Clarification	Clarification Sought

(No PDF or Scanned images)

Queries submitted post the above-mentioned deadline, or which do not adhere to the above-mentioned format may not be responded to. All the responses to the queries (clarifications / corrigendum) shall be made available on the website mentioned in the necessary instructions and shall not be communicated through print media.

V. Proposal/Bid Submission & Evaluation

a) Proposal preparation:

i. The proposal should be short, concise & include all points indicated in the document.

ii. The Proposal shall be typed or written in indelible ink and should be in English.

iii. Proposal in other language would not be accepted. The pages and volumes of each part of the Proposal shall be clearly numbered. The Proposal shall contain all the information required herein and references of previous submissions shall not be considered

iv. The bidders shall bear all costs associated with the preparation and submission of their proposals.

v. At any time before the submission of Proposals, GFGNL may amend this document by issuing an addendum / cancel the process of procurement, which shall be binding on the bidders.

b) Proposal Submission:

i. Bids (Technical bid & Financial bid) shall be submitted online on https://www.gfgnl.nprocure.com

ii. The participating Bidders in the tender should register themselves on e-procurement portal, if not registered earlier.

iii. The Bidders can login to e-procurement portal in secure mode only by signing through the Digital certificates.

iv. The Bidders should scan and upload the respective documentary evidence as mentioned in Eligibility Criteria.

v. The bidders shall sign on all the statements, documents, certificates uploaded by them, owning responsibility for their correctness/authenticity.

vi. The financial bid details should be quoted in the financial bid format attached with the tender and upload online only.

vii. Bidders are required to upload the scanned copy of Bank Guarantee and Demand draft for EMD and Tender Fee (as mentioned in this RFP) at online bidding portal. Further, original Bank Guarantee and/or Demand Draft for EMD and Tender Fee must be submitted in a sealed envelope mentioning "EMD and Tender fee" to GFGNL office before due Date and Time for Submission of Bids as mentioned in RFP.

c) Proposal Evaluation:

i. The evaluation of the bid will be considered only those bidders who

- have furnished bid fee and security deposit of prescribed amount as per the tender
- meet the eligibility criteria as mentioned in the RFP document and have furnished documentary proof in respect of the same

ii. The bids of the non-conforming bidders to above shall be rejected without evaluation.

iii. The proposal shall be evaluated in three (3) stages. In Stage – 1, EMD & DD shall be verified. Bidders whose EMD & DD are valid will be considered for Stage – 2. In Stage – 2, technical documents will be verified. Only those bidders who will be qualified in Stage – 1& 2 will be eligible for Stage – 3. Those who qualify on all stages will be eligible for financial bid opening.

iv. The evaluation of proposals shall be on the principle of the Highest Bid (H1) based on quoted rates as per the financials submitted as part of the bid.

v. Agency/Bidder is required to furnish the commercial quote as mentioned under financial bid format. Revelation of commercial details elsewhere in the bid documents other than the specified price bid format shall lead to disqualification of the bid.

vi. GFGNL reserves the right to discard bids which are deviating from the specified formats mentioned in the RFP.

VI. Sections Comprising Bids

The proposal shall be submitted online and shall comprise of following sections:

Part – I: Bid Security

a. Bidders are required to upload the scanned copy of Bank Guarantee (Annexure – IV) and/or Demand draft for EMD and Tender Fee (as mentioned in this RFP) at online biddingportal. Further original Bank Guarantee and/or Demand Draft for EMD and Tender Fee must be submitted in a sealed envelope mentioning "EMD and Tender fee" to GFGNL office before due Date and Time for Submission of Bids as mentioned in "Notice Inviting Proposal and Necessary Instruction".

Part – II: Pre-qualification cum Technical Bid: Pre-qualification bid must contain the following information in pdf format.

a. Bid document checklist (Annexure – I)
b. Bid submission Cover Letter (Annexure – II)
c. Bidder's information sheet (Annexure – III)

d. Copy of valid GST registration
e. Copy of valid PAN card
f. Undertaking by the bidder for not being barred by any State/ Central Government/PSU (Annexure – VI)
g. Response to Eligibility criteria: All required documents for compliance as mentioned in
section of "Eligibility Criteria".

Part – III: Financial Bid :

a. Financial Bid (Annexure – VII)

Note: All pages of the bid documents must be signed by the authorized signatory of company.

VII. Naming Convention for files

The bidders need to strictly follow the below mentioned File Nomenclature rules while uploading the documents in the bidding portal. For documents mentioned under Eligibility Criteria, the file naming should be: Eligibility_Criteria_[Document _Name] For example:

- Eligibility_Criteria_ Copy_of_Certification_of_Incorporation
- Eligibility_Criteria_PAN_Card
- Eligibility_Criteria_GST Registration
- Eligibility_Criteria_Financial_Statement_Turnover
- Eligibility_Criteria_Financial_Statement_Networth
- Eligibility_Criteria_Self_Declaration_Blacklisting

For the documents in Annexures, the file naming should be : Anx_[S.no of Annexure]_[Annexure Name]

For example:

- Anx_I_CoverLetter
- Anx_II_Bidder Information Sheet

In case of any large file (exceeding 3MB) which need to be split in two parts or more, the naming should be:

- Anx_I_CoverLetter _Part_1
- Anx_I_CoverLetter _Part_2

For any other file not covered under this, it should be named appropriately as per its contents. Allfiles should be in pdf format and should not be password protected or encrypted. The files should not be zipped. Any other format of the file other than pdf shall not be considered as partof the submitted bid.

1. Introduction

1.1 Geographical Coverage and Scope of work (Phase-II)

a) Gujarat Fibre Grid Network Limited (GFGNL) is an SPV established under aegis of Department of Science & Technology (DST), Government of Gujarat to implement BharatNet Phase II Project. GFGNL is planning to leverage Network infrastructure by offering it to business partners so that telecom services can be provided to end users beyond Gram Panchayat buildings.

b) GFGNL has implemented Bharatnet Phase – II Network in Gujarat in 2 different packages. Package – A has 3 islands in Rest of Gujarat and Package – B has 1 island in Ahmedabad and Saurashtra region. Package – A has 12 districts & Package – B has 10 districts as detailed in table below. Bidders are requested to refer GFGNL's website (https://bharatnet.gujarat.gov.in/scope-of- project) to get the information about package wise no. of blocks & GPs. Bidders are also requested to get technical information about the Network implemented by GFGNL by referring to the RFP (Request for Proposal (RFP) for Selection of Project Implementing Agency for BharatNet Phase-II project in the State of Gujarat under Gujarat Fibre Grid Network Limited (Package A &B)). GFGNL's Network comprises of various technology equipment including GPON, DWDM, Ethernet & RFMS.

Districts Covered in Package - A	Districts Covered in Package – B
Aravalli	Ahmedabad
Banaskantha	Botad
Bharuch (only Ankleshwar block)	Devbhoomi Dwarka
Dahod	Gir Somnath
Dang	Jamnagar
Mahisagar	Junagadh
Narmada	Mehsana (only Kadi block)
Panchmahal	Morbi
Surat	Rajkot
Tapi	Surendranagar
Vadodara (only Padra block)	
Valsad (only Pardi, Valsad, Umbergaon &Dharampur blocks)	

c) GFGNL has leveraged the network infrastructure in terms of dark fiber leasing, FTTH connections to rural households and public institutions, shelter space colocation, urban office connectivity. This has been represented to show the preparedness and acceptance level of GFGNL network alignment with telecom eco system and contribution in digital service extensions to rural areas of the state.

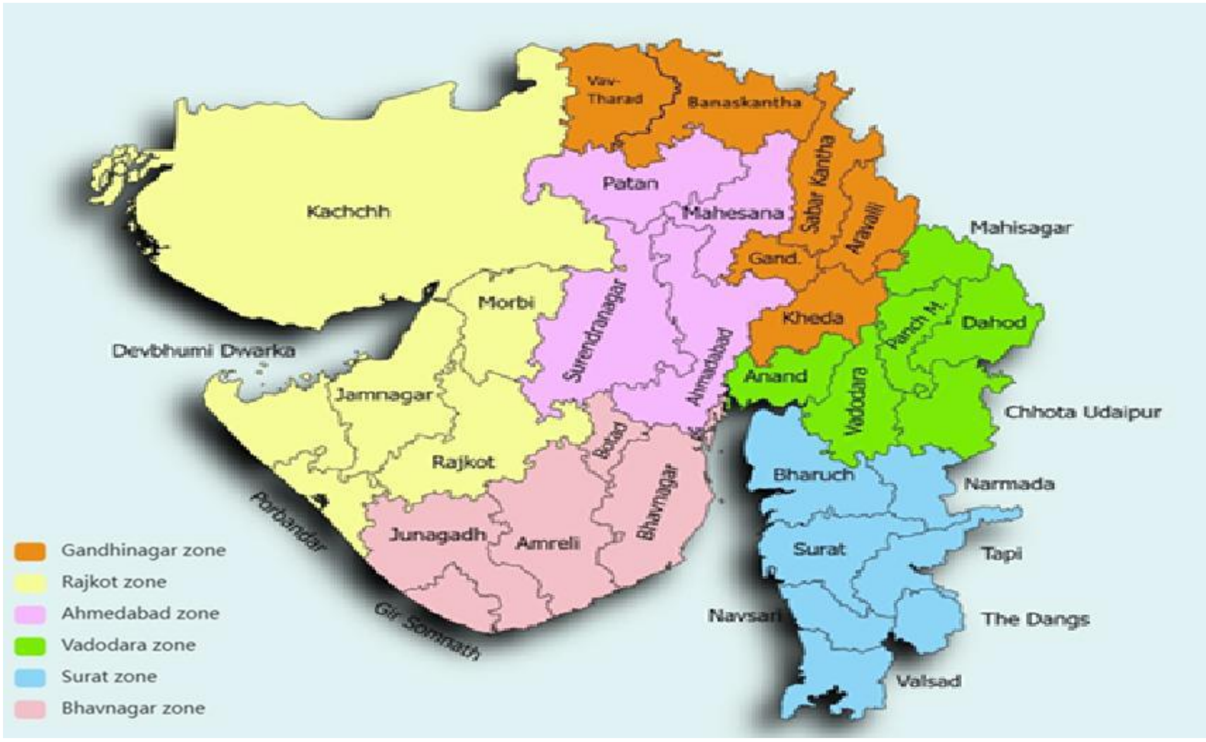
d) GFGNL is now moving towards Amended Bharatnet Program (ABP) (Phase –III). RFP for ABP is available on the GFGNL web portal. Tender No. GFGNL/GFG/e -file/263/2026/0070/Phase-III (ABP) in Gujarat shall be referred.

e) Overview of ABP (BharatNet Phase-III) and proposed geographical division

Under the ABP, BharatNet Phase-I and Phase-II will be integrated. The vision is to bring Phase-I and Phase-II network at par and upgrade the GPON based linear network to IP-MPLS based ring network. For better administration and contiguous geography and integration of Phase-I and Phase-II districts, Gujarat will be distributed in 6 x Zones (Ahmedabad, Gandhinagar, Vadodara, Surat, Bhavnagar and Rajkot). ABP is planned with the vision of 10 years project and maintenance through professional and capable project implementing agency in the state. Below mentioned Map if self-explanatory.

Zone	Districts
Ahmedabad	Ahmedabad
	Mehsana
	Patan
	Surendranagar
Bhavnagar	Bhavnagar
	Botad
	Amreli
	Junagadh
	Gir Somnath
Rajkot	Rajkot
	Morbi
	Kachchh
	Jamnagar
	Porbandar
	Devbhumi dwarka

Zone	Districts
Vadodara	Vadodara
	Anand
	Panchmahal
	Mahisagar
	Dahod
	Chhota Udaipur
Surat	Bharuch
	Narmada
	Surat
	Tapi
	Dang
	Valsad
	Navsari
Gandhinagar	Gandhinagar
	Kheda
	Arvalli
	Sabarkantha
	Banaskantha
	Vav-Tharad



f) The basic objective of this RFP is to enable GFGNL to increase utilization of the BharatNet Network & to enable selected bidder / Service Partner to reach to the rural areas of Gujarat State and to provide Telecom services to the rural citizens. GFGNL as a priority intending to on board Zone wise service partners who can perform Scope of Work as mentioned in clause – 3.1 (Scope of Work (SoW) for the bidder) & ready to share revenue with GFGNL against the BharatNet network asset utilization.

g) The agreement with selected bidder shall be valid for 5 years from the date of agreement sign which can be extended further for another 5 (3+2 years) with mutual consent of GFGNL & selected bidder, the need of the project, the demand for the services and guidelines published time on time by Government.

h) There are ~8000 GP locations covered under BharatNet Phase – II and ~6700 GP locations covered under Bharatnet Phase-I. Overall ~ 14,000 Gram Panchayats will be covered under ABP.

i) Selected bidders will have to provide FTTH connections in the Gram Panchayat areas prioritizing connections to the rural public institutions and rural homes as per the defined scope of work in the RFP.

2. Eligibility Criteria

Bidders qualifying against below mentioned criteria will be eligible to participate in this RFP.

Sr. No.	Criteria	Documents Required
1	The Bidder Should have Class A /Class B ISP license issued from DoT/TRAI as on bid Submission date.	Copy of Class A /Class B ISP Authorization / License issued by DoT/TRAI.
2	The Bidder shall be registered in India under Companies Act 1956 or 2013 as on date bid publications	Certificate of Incorporation
3	The bidder shall have a minimum average annual turnover INR 5 Crores of previous FYs i.e. 2025-26, 2024-25 & 2023-24 to become eligible for bidding in a single Zone. In case, the bidder submits his bid for Y no. of Zones (Y >1), its above minimum average Turn-over requirement will be Rs. 10 Cr for 2 zones and Rs. 15 Cr for more than 2 zones	Copy of the last three years (i.e. 2023-24,2024-25, & 2025-26) audited financial statements /Audited Balance Sheet along with CA Certified Statement.
4	The bidder organization must be profitable from consecutive last 3 years	P&L sheets for the last three years.
5	The Bidder must have minimum 10,000 Active Internet Users on their Own brand name for one Zone, minimum 20,000 users for two zones and minimum 30,000 for more than two zones quoted as on date of bid submission.	Self-certification on bidder's letter head and copy of last 2 quarters report submitted to Licensor (DoT) mentioning below 2 points. · The details of ISP nodes or points of presence with their locations and number of broadband/ leased/ dialup subscriber. · The volume of Internet / Telephony Traffic flowing through bidder's network.
6	In case bidder does not have an office in Gujarat state, bidder shall give an undertaking to open an office in Gujarat within 45 days from the date of award of work order.	Copies of any two i.e. Property Tax/Electricity /Telephone Bill/ GST Registration/ Lease agreement OR Undertaking to open Office in Gujarat, if selected within 45 days.

Sr. No.	Criteria	Documents Required
7	The Bidder should not have been blacklisted / banned / barred / declared ineligible / declared having dissatisfactory performance by any government / quasi-government authority in India for supply of materials/ carrying out Operations and maintenance work of similar nature	An undertaking by an authorized signatory of the company needs to be submitted in this regard
8	The Bidder should have total 40+ technical and sales, marketing, operations team working for bidder directly or indirectly.	Self-certification by the bidder’s HR head on bidder’s letter head

Note: As this is Revenue Sharing Model, All applicable Government laws, licenses, certificates including but not limited to MTCTE, BIS, etc will be in the bidder’s scope.

3. Scope of Work

3.1 Scope of Work (SoW) for the bidder and General Guidelines related to network assets.

The scope of work for the selected bidder shall include end-to-end responsibility for providing FTTH/FTTX broadband connectivity and associated digital services to customers as per target and timelines defined in the RFP. The Service partner's key responsibilities will encompass, but are not limited to, the following:

i In present scenario GFGNL has GPON network deployed at 8000 GPs. OLT is placed inside the telecom grade shelters deployed by GFGNL. Single OLT connects 20 GPs in average. Selected bidder may install OLT at Shelter locations or Gram Panchayat locations depending on the technical and commercial feasibility of the GFGNL and bidder.

ii In Phase-II OLT locations are connected in fiber ring paths and OLT to GPs are linear with 12F dropping at each GP. State Data center to District head quarter and Taluka Headquarters are connected as per network planning convenience. Selected bidder may utilize the vacant network assets based on technical and commercial feasibility of GFGNL and bidder.

iii Selected bidder will arrange the ILL at preferred locations keeping in mind the existing network capacity and network design of GFGNL. Bidder must arrange the enough capacity of ILL with 20% free capacity at a time.

iv Minimum internet speed to be delivered is 25 Mbps, bidder and citizens may mutually decide the better plans beyond these expectations.

v Selected bidder shall be on board rural households with FTTH connections using BharatNet network assets.

vi Selected bidder shall perform Sales, BharatNet Project promotion, DOT scheme promotion, Govt. scheme promotion, revenue collection, retention, network planning, customer on boarding, deployment of suitable and transparent digital platform to monitor real-time and past data of customer life cycle.

vii Selected bidder shall deploy fiber home connections, retention and service quality assurance as mentioned in SLA details of the RFP.

viii Selected bidder is expected to preferably use the make in India CPEs and other components in the project.

ix Bidder may first evaluate the current network strength and limitations before the submission of bids.

x Selected bidder, GFGNL, DST may review the progress jointly and propose changes in the support beyond this RFP scope of work of bidder and GFGNL. Support may be in terms of administration support, vacant network asset allocation supports due to any bottlenecks found to expedite the delivery of FTTH connections, policy-related support which may not have any financial implications for both of the parties.

xi Based on the guidance and future instructions by GFGNL, Selected bidders shall connect rural public institutions, also bidders shall take over the already connected public institutions which may be around 50,000 in total across the state. Commercials conditions for these connections will be based on the user department, DST, GFGNL, DBN guidelines time on time.

xii Bidder shall be required to promote BharatNet project along with the pasting the BharatNet logo on OLT, CPE and other accessories.

xiii Provisioning of backhaul internet bandwidth required to provide services to the end customers is in the scope of selected bidder. Configuration of bandwidth policy including but not limited to bandwidth upgradation/degradation for each customer & provisioning of online portal (for ex.: MRTG tool) to monitor bandwidth consumption / data traffic for each circuit / customer link are in the scope of selected bidder.

xiv Bidder is responsible for maintaining the transparency of the capital subsidy for the rural FTTH connections, bidder must ensure no duplication claiming for the same FTTH connection from any of the government schemes. Bidder shall provide the system of subsidy management with minimum following functionality.

a) Subsidy Eligibility Validation

System should validate new connections, Rural area eligibility, BharatNet availability, Active data usage, LGD code validation, Connection uniqueness, Customer duplication checks as per following indicative workflow. However, SOP details shall be shared once bidders are onboard with GFGNL.

- Workflow:
  - 1→ Booking
  - 2→ KYC
  - 3 → Coordinates capturing
  - 4→ LGD Validation
  - 5→ Provisioning
  - 6→ Data Usage Verification
  - 7→ Active Connection
  - 8→ Subsidy Eligibility
  - 9→ Net Addition Validation
  - 10→ Auditor Review
  - 11→ Claim Generation
  - 12→ DBN Reporting

b) LGD Based Connection Registry

Uniqueness of each rural home fibre connection shall be identified by LGD code of villages where LGD Master Database, Village Mapping, GP Mapping, Household Registry, Duplicate Detection Engine are to be mapped inside the BSS system.

1. **Net Addition Calculation Engine**
   Following functions are to be performed inside BSS automatically.
- Gross additions of subscribers
- Permanent closures
- Net additions
- Quarter-wise calculations

Formula:
Net Addition= New Active Connections-Permanent Closures

2. **Permanent Closure Validation**

Definition: Subsidy payment shall be made to service partner only for net additions to FTTH connections. Net addition means the number of FTTH connections added after adjusting Home Fibre connections permanently closed. Permanent closed means if customer has not paid monthly subscription charges within prescribed period as per GFGNL guidelines from time to time, which shall be maximum up to 90 days from the date of invoice.

3. **Data Usage Validation**
- Subsidy claims shall be applicable only after commencement of data usage. To ensure the validation system shall have functionality of Actual Usage Detection, First Session Timestamp, Active Usage Verification

c) **Bidder shall provide the system of eliminating the duplicity of subsidy payments with following checks**

Check 1: Household Uniqueness Check
Unique Key:
LGD Code + Address + Aadhaar (masked)+Mobile Number + Discom consumer ID
One active subsidized connection only.

Check 2: ONT/Modem Serial Number Registry
For every subsidy claim:
System shall Capture followings:
- ONT Serial Number, MAC Address, Vendor, Invoice

Rule: Per ONT=One Subsidy, Duplicate ONT automatically rejected.

Check 3: BSNL vs GFGNL Deduplication
Every bidder shall upload and verify FTTH data of BSNL and GFGNL of respective zone.

Validation:

Same House
Same LGD
Same User→ Reject subsidy.

xv Detailed scope of work regarding in terms of end outcome, SLA and customer data format requirement for claiming the BNU Incentive /VGF/Subsidy is mentioned in Annexure agreement.

xvi Selected Bidder shall adhere to data privacy and data protection act.

xvii Selected Bidder will have to comply with all the rules & regulations of DoT / TRAI / GoI / WPC/ SACFA / any other statutory body and Services provided to the customers shall be subject to Indian Telegraph Act 1885 and DoT / TRAI directions including the applicable taxes and fees.

xviii Selected bidder shall ensure not damage any of the GFGNL assets/ resources (active/passive) during the project. In case any damage is done to the existing assets/resources GFGNL will have all the rights to recover from the payables/SD/PBG of the selected bidder.

xix The selected bidder shall carry out repairs in such cases for restoration of the damaged cable/utilities free of charge. The cost of the jointing kit shall also be borne by the bidder. If bidder fails to repair the damage, the cost of repair (including cost of labor + Jointing kit and other materials) shall be recovered from the bidder.

xx Selected Bidder will be free to sale its product available in its Product portfolio within the permissibility of the valid Telecom license available with the bidder & guidelines issued by DoT / TRAI. The rates must be within the upper limit as prescribed by DoT/TRAI. Selected bidder will have to offer basic Nargik Suvidha Plans of Rs. 199 /Per month (W/O Taxes) for 25 Mbps speed with unlimited downloading. Any better plans with more benefits to citizens are allowed to sale. Bidder will be solely responsible for all commercial functions of bill issue to & payment collection from the customer for the services provided to the customers.

xxi Maintenance of last mile deployed network will be scope of bidder up to satisfaction level of customer.

xxii Quarterly revenue generation statement submission with a number of customer connectivity needs to be published by the selected bidder within 15 days of the new quarter and within next 15 days (from the date of invoice generation) deposition of revenue sharing portion to GFGNL account through digital transaction only.

xxiii Selected bidder shall deploy reliable software to monitor customer base, revenue stream (reliable monitoring and additional comment), and GFGNL revenue share. Access of software to be supplied to GFGNL officials. Successful bidder's BSS is to be integrated with GFGNL's ERP through APIs, After execution of ABP, bidder shall integrate into S-NOC BSS through API and shall provide support to integrate with C-NOC for exchanging details like customer database with name, location details, address, data package, paid amount, overdue amount, GFGNL's share etc. Selected bidder shall provide support on this to GFGNL with providing all necessary resources. The Bidder shall deploy and maintain a reliable Business Support System (BSS) capable of monitoring subscriber lifecycle, revenue streams, billing, collections, subsidy-linked data and revenue sharing obligations. Read-only access to relevant dashboards and reports shall be provided to authorized GFGNL users.

1. Selected Bidder shall provide the Citizen demand generation portal which should be integrated with central demand generation portal of DBN BharatNet high-speed broadband (FTTH) — Digital Bharat Nidhi.

2. Selected Bidder shall cover following functionality into the portal like Village wise demand registration, Geo-tagging, Demand Approval Workflow, Demand-to-Provisioning Conversion, Public Dashboard, Chatbot functionality.

3. Bidder should also provide the Customer self-care portal/mobile app which shall cover following functionality.

a. Selected bidder shall provide Single window interface including mobile app for booking, payments, provisioning and complaints, New FTTH Booking, KYC Upload, Online Payment, Plan Change, Complaint Registration and tracking, Bill Download, Usage Check

xxiv Selected Bidder must maintain all KYC documents, especially Adhar cards and recent (maximum last two months) electricity bill of registered customers. Electricity bill consumer number is mandated to get the benefits of BNU –VGF- Subsidy.

xxv Selected Bidder is responsible for shifting of connection after GP in ring topology under execution of ABP. In order to fast track and roll out of rural home fibre connections, Selected bidder shall start to provide the connections in GPs/Villages from Phase-I & Phase-II network in parallel with the constructions of Amended BharatNet Program. These connections (including other FTTH connections also which are running using BharatNet) shall be shifted to constructed/upgraded GPs in ring topology as and when constructions of such GPs in ring topology are completed.

xxvi For Last Mile Connectivity, the service partner shall adhere to provisions of Department for Promotion of Industry and Industrial Trade (DPIIT)'s Public Procurement (Preference to Make in India) Order, 2017 as amended to promote Indian vendors indigenously designed/ developed and manufactured products meeting local content criteria to the extent possible.

xxvii The Selected Bidders shall undertake the required activities and make necessary arrangements based on, but not limited to, the following broad principles:

i Service partners shall be given a one-time financial incentive for activating new home fibre connections.

ii Service partners could involve village level entrepreneurs, Internet Service Providers, Self Help Group (SHG), etc for FTTH roll out.

iii Service partners will be involved for public awareness and marketing of rural fibre connections also.

iv Service partners should set up a Portal for the management of connections, incentive claims, etc.

v Service partners should arrange the Lastmile connectivity including OFC, OLT, ONT etc. Service provisioning and O&M of FTTH/FTTx connections.

3.2 Scope of Work (SoW) for GFGNL

The General Scope of Work is given below.

a) GFGNL has already lit up ~ 8000 GPs and maintaining the GP uptime > 95%, GFGNL will leverage and maintain the BharatNet Phase-II network infrastructure. Subsequently, GFGNL will provide the network uptime at GP with >98.5% availability after rollout of Amended BharatNet Program (ABP).
b) GFGNL will provide the dark fiber assets as per the requirement by selected bidder and field feasibility from the district head quarter/Block/Sub-block to Gram Panchayats up to 02 dark fiber cores to start the roll out of the services.
c) GFGNL and bidder will jointly evaluate the FTTH progress and additional network resource allocation for maximizing the FTTH delivery if any bottleneck is found in terms of network capacity.
d) Under ABP bidder will be responsible for FTTH roll out across all the allotted districts in Zone.
e) GFGNL will allow for the installation of equipment up to 4U rack space units at shelter locations. GFGNL shelters are equipped with DC power backups, so DC equipment installation is required. DG set is not available at shelter location.
f) GFGNL may provide P2P bandwidth for limited usage and limited network components in the larger interest of the project. GFGNL NOC will evaluate the P2P bandwidth feasibility on the time of requirement.
g) GFGNL will accept the quarterly invoices for the BNU/VGF subsidy claims for the eligible rural fiber home connections.
h) GFGNL and BSNL shall jointly provide support to provide FTTx connection in BharatNet PH-I districts as of now.
i) Once ABP roll out start GFGNL will provide the rights to utilize assets deployed under Amended BharatNet Program (Phase-III).
j) If there is any bottleneck in GFGNL network, GFGNL will review and plan for network upgradation based on the viability and usability of the project.
k) GFGNL will arrange Mini-OLT at GP after Amended BharatNet Program (ABP) including backhaul up to block.

3.3 Revenue sharing, payment to GFGNL and other conditions

a) The selected bidder shall share 15% of the realized revenue, on a quarterly basis, with GFGNL from all subscriber plans offered, including broadband services and Value-Added Services (VAS) such as Wi-Fi, OTT, IPTV, and similar services. Out of the aforesaid revenue share, 5% shall be payable towards Digital Bharat Nidhi (DBN) as a fixed component.

b) Selected bidder will have to pay the 15 % of recurring charges earned by them by selling the Telecom services to end customers every quarter within 15 days of invoice generation by GFGNL / DBN/CCA/IE.

c) GFGNL /DBN/CCA/IE may demand copies of the monthly bills raised by the selected bidder for their end customer to verify the revenue share amount calculated by the bidder. Selected bidder will have to comply to this requirement as & when required.

d) The Independent Engineer (IE) shall validate the number of active FTTx connections and verify the eligibility of Service Partners (BNUs) through digital verification mechanisms. The IE shall also verify supporting invoices and conduct sample-based field inspections to confirm the authenticity and eligibility of the reported connections.

Particular	Revenue Share
Total revenue share payable to GFGNL by bidder (A=B+C)	15%
Revenue Share earmarked for DBN (B)	5%
Balance share retained by GFGNL (C)	10%
Frequency of payment	Quarterly
Basis of calculation	Realized Revenue
Mode of Payment	Digital Only

e) Subsidy disbursement:
Each successful bidder shall get subsidy disbursement after calculation of net addition of subscriber on quarterly basis as per table below.

Particular	Subsidy disbursement
1st quarter after customer acquisition and active subscriber	60%
2nd quarter of active subscriber	10%
3rd quarter of active subscriber	10%
4th quarter of active subscriber	10%
5th quarter of active subscriber	10%

Illustration:

- Total Subscribers Acquired in Q1 = **100**
- Subsidy per Active Subscriber for population of >3000 = **₹8,900**
- Total Eligible Subsidy Pool = **100 × ₹8,900 = ₹8,90,000**
- 60% subsidy to release upon activation and validation.
- Remaining 40% to release in four quarterly installments of 10% each.
- 10 subscribers become inactive before Q2.
- Additional 5 subscribers become inactive before Q5.

Quarter	**Active Subscribers**	**Disbursement %**	**Subsidy Released (₹)**
Q1 (Acquisition & Activation)	100	60%	5,34,000
Q2	90	10%	80,100

Q3	90	10%	80,100
Q4	90	10%	80,100
Q5	85	10%	75,650
Total Subsidy Released			**8,49,950**

4. Implementation Timeline and Penalty

4.1 Zone wise target and Penalty

a) Successful bidders of each zone shall be given following targets.
b) Selected service partners should achieve the Zone wise and Year wise targets with indicative population category as defined in table 4.1 below.
c) Each successful bidder shall be evaluated on this target at the end of every year,
d) For penalty for delay in FTTH/FTTX connections GFGNL will take suitable & reasonable decision as decided by competent authorities.
e) In case the bidder, not achieving annual target, GFGNL will take suitable and reasonable decisions after reviewing performance and take appropriate action as decided by GFGNL.
f) In the event that the H1 bidder fails to achieve the prescribed targets as well as maintenance of existing FTTH connections, such failure shall be treated as non-performance under the terms of the contract, and GFGNL reserves the right to forfeit the Performance Bank Guarantee (PBG). Thereafter, GFGNL may reassign the scope of work & existing connections to the next successful bidder in any zone, subject to the bidder meeting the requisite eligibility and performance criteria. The H2 bidder shall first be provided with an opportunity to match the discount/rate quoted by the H1 bidder. Upon acceptance of the same, the work shall be awarded to the H2 bidder. In the event the H2 bidder declines or fails to accept the H1 rate, the aforesaid process shall be repeated sequentially with the next highest-ranked qualified bidder(s) until a bidder agrees to match the H1 rate, up to and including the last qualified bidder (Hn).

Table 4.1:

Zone with Population	Count of GP	Yearly Target of Connection					
		1st Year	2nd Year	3rd Year	4th Year	5th Year	Total
Ahmedabad	**2,115**	**8,623**	**13,077**	**16,267**	**23,253**	**21,140**	**82,361**
1. <1000	409	122	122	423	300	612	1579
2. 1000 to <2000	746	713	1023	2898	3611	8074	16318
3. 2000 to <3000	424	1117	1823	2809	5503	4863	16116
4. >=3000	536	6671	10109	10138	13839	7592	48348
Bhavnagar	**2,271**	**7,851**	**11,874**	**15,411**	**21,891**	**21,416**	**78,444**
1. <1000	534	160	160	552	392	799	2062
2. 1000 to <2000	862	824	1182	3348	4172	9329	18855
3. 2000 to <3000	410	1080	1763	2716	5322	4702	15583
4. >=3000	465	5787	8770	8795	12006	6587	41944
Gandhinagar	**2,656**	**12,728**	**19,308**	**22,885**	**32,571**	**27,003**	**1,14,496**

1. <1000	524	157	157	541	385	784	2023
2. 1000 to <2000	772	738	1058	2999	3737	8355	16886
3. 2000 to <3000	519	1367	2232	3439	6736	5952	19726
4. >=3000	841	10467	15861	15906	21714	11913	75860
Rajkot	**2,404**	**7,215**	**10,857**	**14,344**	**20,072**	**20,059**	**72,547**
1. <1000	815	244	244	842	598	1219	3147
2. 1000 to <2000	807	771	1106	3135	3906	8734	17652
3. 2000 to <3000	360	948	1548	2385	4673	4129	13683
4. >=3000	422	5252	7959	7982	10896	5978	38065
Surat	**2,523**	**8,211**	**12,381**	**16,083**	**22,610**	**22,075**	**81,360**
1. <1000	764	228	228	789	561	1142	2950
2. 1000 to <2000	869	830	1191	3376	4206	9405	19008
3. 2000 to <3000	400	1054	1720	2650	5192	4587	15203
4. >=3000	490	6098	9241	9268	12651	6941	44199
Vadodara	**2,768**	**13,472**	**20,403**	**23,910**	**33,702**	**27,406**	**1,18,892**
1. <1000	632	189	189	653	464	945	2440
2. 1000 to <2000	758	724	1039	2944	3669	8204	16580
3. 2000 to <3000	468	1233	2013	3101	6074	5367	17788
4. >=3000	910	11325	17162	17212	23495	12890	82084
Grand Total	**14,737**	**58,100**	**87,900**	**1,08,900**	**1,54,100**	**1,39,100**	**5,48,100**

4.2 Lease line Penalty

1. SLA on ILL (Internet Lease Line) by SERVICE PARTNER:
   Successful bidder is bound with overall SLA of 99% uptime with penalty provisions for ILL is to be provided at block level.

S. No.	Overall ILL Availability% (Average uptime of ILL at all Blocks)	Quarterly per FTTH Penalty on total working connections at the end of the quarter
1	>=99%	Nil
2	Below 99% up to 95%	Rs. 50
3	Below 95 up to 90%	Rs. 100
4	Below 90% up to 80%	Rs. 150
5	Below 80%	Rs. 200

4.3 SLA for congestion of ILL Bandwidth

If bandwidth utilization of any ILL link at all Blocks exceeds 80% during peak hours (TCBH), then network is considered to have congestion. For this, additional provisioning of bandwidth by Successful bidder on immediate basis, but not later than one month, is mandated.

4.4 SLA on Service levels

a. Selected Bidder shall publish a list of GPs/villages to be covered in a given year in its BharatNet portal. Selected Bidder shall launch Home Fibre Connectivity in all such GPs/Villages, which have minimum demand for five (5) Home Fibre Connections. Selected Bidder shall be responsible for providing connection within 30 days from the date of such minimum demand.

b. Non-delivery/ non-provision of Home Fibre connections in 30 (thirty) days period shall attract penalty at Rs.100 per connection/month subject to maximum of Rs.1,000, with effect from the date on which minimum demand for five (5) Home Fibre connections are received.

4.5 SLA on Selected Bidder connections performance:

a. Selected Bidders shall arrange to provide Internet leased line (ILL) to all Blocks with sufficient bandwidth to ensure minimum 25 Mbps download speed to every home and institutional fibre subscriber.

b. Selected Bidder shall arrange to maintain the services as per quality standards set by TRAI. On non- adherence to the quality, the penalties shall be levied as per TRAI's norms, and refunds, if any, shall be issued to the customers.

5. Selection criteria & Financial bid

a. GFGNL intends to empanel six (6) preferred Service Partners, with one (1) Service Partner to be selected for each designated Zone.

b. H1 (Highest Discount Offered) bidder of particular Zone will be the selected bidder.

c. In case of Participation by Six qualified bidders / each bidder will be allotted single Zone. Performance evaluation will be done time on time.

d. Bidder will have to quote the % discount in the estimated cost per connections in accordance to the population data. Overall intention is to evaluate the subsidy support required by bidder for each rural fiber home connection.

e. Bidders will have to quote the % discount based on their market assessment & judgment about the likely business opportunity. No relaxation will be granted after allocation of work.

f. In case of a tie of H1 value among more than one bidder in a Zone, all these qualified bidders will be invited for RA (Reverse Auction).

g. If H1 bidder fails to achieve the targets given in Section 4 of the RFP. it will be considered as a non-performance of the bidder and GFGNL will have the rights to give the scope of the selected bidder to a next successful bidder of any zone meeting the expected criteria. H2 bidder will be given a chance to match H1 rate and if bidder agrees, work will be awarded to the H2 bidder. In case of failure of H2 bidder, the same process will continue till Hn bidder (where Hn is the last qualified bidder).

h. GFGNL reserves the right to allot maximum three (3) zones to the single bidder if bidder is found as a H1 for more than three (3) zones. For left over zones in above condition, GFGNL will invite H2 bidder of particular zone to award on matching the H1 rates/discounts. Similarly, applicable for H3, H4,…Hn bidders.

5.1 Financial bid

The Financial Bid for each Zone shall be submitted as per the details provided below, indicating the subsidy applicable for Rural Fiber-to-the-Home (FTTH) connections and discount offered by the bidders.

Table 5.1.1 - Ahmedabad Zone:

Upper Limit of Subsidy (In INR) per Rural FTTH Connection = (Y)	Common Discount Offered (In %) on the Subsidy amount specified in (Y) = (Z)
— Rs. 8,900 for ≥3000 Population category, — Rs. 10,500 for 2000 to <3000 Population category, — Rs. 11,500 for 1000 to <2000 Population category, — Rs. 12,900 for <1000 Population category	

Table 5.1.2 - Surat Zone:

Upper Limit of Subsidy (In INR) per Rural FTTH Connection = (Y)	Common Discount Offered (In %) on the Subsidy amount specified in (Y) = (Z)
— Rs. 8,900 for ≥3000 Population category, — Rs. 10,500 for 2000 to <3000 Population category, — Rs. 11,500 for 1000 to <2000 Population category, — Rs. 12,900 for <1000 Population category	

Table 5.1.3- Vadodara Zone:

Upper Limit of Subsidy (In INR) per Rural FTTH Connection = (Y)	Common Discount Offered (In %) on the Subsidy amount specified in (Y) = (Z)
— Rs. 8,900 for ≥3000 Population category, — Rs. 10,500 for 2000 to <3000 Population category, — Rs. 11,500 for 1000 to <2000 Population category, — Rs. 12,900 for <1000 Population category	

Table 5.1.4 - Rajkot Zone:

Upper Limit of Subsidy (In INR) per Rural FTTH Connection = (Y)	Common Discount Offered (In %) on the Subsidy amount specified in (Y) = (Z)
— Rs. 8,900 for ≥3000 Population category, — Rs. 10,500 for 2000 to <3000 Population category, — Rs. 11,500 for 1000 to <2000 Population category, — Rs. 12,900 for <1000 Population category	

Table 5.1.5- Gandhinagar Zone:

Upper Limit of Subsidy (In INR) per Rural FTTH Connection = (Y)	Common Discount Offered (In %) on the Subsidy amount specified in (Y) = (Z)
— Rs. 8,900 for ≥3000 Population category, — Rs. 10,500 for 2000 to <3000 Population category, — Rs. 11,500 for 1000 to <2000 Population category, — Rs. 12,900 for <1000 Population category	

Table 5.1.6- Bhavnagar Zone:

Upper Limit of Subsidy (In INR) per Rural FTTH Connection = (Y)	Common Discount Offered (In %) on the Subsidy amount specified in (Y) = (Z)
— Rs. 8,900 for ≥3000 Population category, — Rs. 10,500 for 2000 to <3000 Population category, — Rs. 11,500 for 1000 to <2000 Population category, — Rs. 12,900 for <1000 Population category	

Note: -

1. The bidder shall quote the percentage discount in Column Z. The discount shall be offered on the proposed Government subsidy indicated in Column Y and shall be specified up to a maximum of two decimal places only.

2. The bidder offering the highest discount (H1) shall be selected and awarded the respective Zone for delivery of FTTH connections under the Amended BharatNet Program (ABP).

3. In the event of a tie between bidders in any Zone, the tied bidders shall be invited to participate in a Reverse Auction (RA) to determine the successful bidder.

4. The subsidy rates specified herein are inclusive of GST and all other applicable taxes, duties, and levies.

5. At present, three agencies are operational and providing FTTx connections across various districts of Gujarat.

5.2 Performance incentive

Performance incentives shall be provided for the allotted rural fibre connection @ ₹ 1,000 per active connection. However, this shall be provided in phases as per the table given below:

Year-wise breakup	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Incentive Breakup (In ₹)	300	100	200	200	200	1000

6. General Terms and Conditions

6.1 Agreement

a) The selected bidders have to sign an agreement with GFGNL as per the format specified in the Annexure C.

b) Duration of Agreement: This agreement shall be valid for a period as mentioned in Sr. No. – 1.5 of clause – 1 (Introduction) above. If at any stage during the tenure of this agreement, it comes to the notice of GFGNL, directly or through some other complaint, that the Business Partner had misrepresented the facts or submitted any false information or hidden any information which could have affected the signing of this agreement with the Business Partner, this agreement shall stand terminated immediately under intimation to the Business Partner.

c) Restrictions on Transfer of agreement: The Business Partner shall not assign or transfer its right in any manner whatsoever under this agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the agreement to any third party either in whole or in any part i.e. no sub-contracting/ partnership/ third party interest shall be created. In case of working connections under BNU name at the time of termination, end of contract agreement, GFGNL and bidder will make an alternative arrangement to keep continuing the active connections.

d) Liability: Except as provided in this Agreement, hereinabove, neither party shall be liable to other party or any other party by virtue of termination of this Agreement for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leases, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of this Agreement.

e) The Selected Bidder shall sign a contract with GFGNL within 7 working days of receipt of pre-forma contract from GFGNL; failing which their EMD and/or performance bank guarantee (PBG) shall be forfeited and GFGNL's decision to scrap the tender or negotiate with the second bidder (as per the final ranking) shall be binding on the first bidder.

f) In case of any revision in capital / VGF / subsidy scheme for rural fiber home connections in future, the selected bidder will be given a preference based on the performance of the bidder in complying to the SoW of this RFP.

6.2 Suspension, Revocation or Termination of agreement:

a) GFGNL reserves the right to suspend the operation of this agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities in compliance with license/ authorization norms. In such a situation, GFGNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action.

b) GFGNL may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of Three months issued to the business partner at its registered office, terminate / or suspend this agreement under any of the following circumstances:

c) The business partner failing to perform any obligation(s) under the agreement. In this case of breach of agreement, GFGNL may issue second reminder notice after 1 month of issuing 1st notice to business partner clearly specifying the time period by which agreement will be terminated in case no remedial action is taken by business partner. This shall be treated as material breach liable for termination at risk and consequent of business partner and Performance Bank Guarantee shall be forfeited, without any further notice.

d) The business partner failing to rectify, within the time prescribed, any defect as may be pointed out by GFGNL. This shall be treated as material breach liable for termination at risk and consequent of business partner and Performance Bank Guarantee shall be forfeited, without any further notice.

e) If the business partner is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to GFGNL in writing. In that case, the written notice period can be modified by GFGNL as deemed fit under the circumstances. GFGNL may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as it feels fit under the circumstances.

f) It shall be the responsibility of the business partner to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of business partner and Performance Bank Guarantee shall be forfeited, without any further notice.

g) Breach of non-fulfillment of Agreement conditions may come to the notice of GFGNL through complaints or as a result of the regular monitoring. Wherever considered appropriate GFGNL may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the business partner or not? The business partner shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry.

h) Business Partner may terminate the agreement, by giving written notice of at least 6 (Six) months to GFGNL in advance. The effective date of surrender of agreement will be 6 (Six) months counted from the date of receipt of such notice by GFGNL or the authority that signed the agreement on behalf of GFGNL.

i) Selected bidder to ensure smooth migration of the active connections to the other Service Partner selected in neighbor zone and any suitable and available Service Partner.

j) Considering the capital subsidy / VGF support by government, it is bidder's responsibility to avoid duplicate subsidy claim for such purposes from any of the govt. scheme. Eligible connections will be as per the agreement T&Cs.

k) Termination for Convenience: The Tenderer, may, by prior written notice sent to the business partner at least 3 (Three) months in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Tenderer's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

l) Actions pursuant to Termination of Agreement:

I. Not with standing any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement.
II. Neither Party shall represent the Other Party in any of its dealings.
III. Neither Party shall intentionally nor otherwise commit any act(s) as would keep a third party to believe that the other Party is still the former Party's Service Partner, as the case may be.

IV. Each party shall stop using the other Party's name, trademark, etc., in any audio or visual form.

V. The expiration or termination of the Agreement for any reason whatsoever shall not affect any obligation of either Party having accrued under the Agreement prior to the expiration or termination of the Agreement and such expiration or termination shall be without prejudice to any liabilities of either Party to the other Party existing at the date of expiration or termination of the Agreement.

m) Consequences of Termination:

I. In the event of termination of this contract due to any cause whatsoever, the contract with stand

II. cancelled effective from the date of termination of this contract.

III. Where the termination of the Contract is prior to its stipulated term on account of a default / material breach on the part of the selected bidder, nothing herein shall restrict the right of the Tenderer to invoke the Performance Bank Guarantee furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Tenderer under law.

6.3 Performance Bank Guarantee

a) The successful bidder who is awarded the Work Order shall be required to deposit a Performance bank guarantee (refer to annexure V) of amount per Zone (Mentioned in ii. Fact sheet) in the form of unconditional Bank Guarantee from any scheduled bank in favor of “Gujarat Fibre Grid Network Limited, Gandhinagar (from all Nationalized banks including the Public sector banks - IDBI Ltd. Or Private sector banks - AXIS Bank, ICICI Bank and HDFC Bank) within 7 days of award of work, covering the period of contract and 180 days beyond the contract period. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly extended/renewed by the successful agency/bidder. All incidental charges whatsoever such as premium, commission etc. with respect to the Bank Guarantee shall be borne by the successful bidder. Non-deposit of PBG within the stipulated time shall render the award of work invalid at the discretion of GFGNL. PBG must be valid up for > 180 days beyond agreement validity.

6.4 Earnest Money Deposit (EMD)

a) The EMD of unsuccessful bidders will be returned by the GFGNL, without any interest, as promptly as possible on signing of contract with the selected bidder or when GFGNL cancels the bidding process.
b) The Selected Bidder’s EMD will be returned, without any interest, upon the Selected Bidder signing the Agreement and furnishing the performance guarantee in accordance with the provision thereof.
c) The decision of GFGNL regarding forfeiture of the EMD and rejection of bid shall be final and shall not be called upon question under any circumstances.
d) The EMD may be forfeited:
    - i If a bidder withdraws their bid or decreases their quoted prices / % during the period of bid validity or its extended period, if any; or
    - ii In the case of a successful bidder, if the bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time.
    - iii During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
    - iv During the bid process, if any information found wrong/manipulated/hidden in the bid.

6.5 Terms and Conditions of Bidders

Printed terms and conditions of the Bidders shall not be considered as forming part of their Bids.

6.6 Revelation of Prices

Prices in any form or by any reason before opening the Financial Bid should not be revealed, failing which the offer shall be liable to be rejected.

6.7 Tenderer's Right to Vary Scope of Contract

a) Selected bidder(s) will have to accept above mentioned addition in the scope.

b) The Tenderer reserves the right at any time, by a written order given to the selected bidder(s), to descope any district from the scope of selected bidder(s) if bidder can't complete the task of successful implementation & testing of the connectivity at all the Government department's offices / locations / schools/ rural homes within stipulated timeframe. Tenderer will issue at least 2 notices to selected bidder(s) before issuing written order giving sufficient chance to bidder to give reasonable justification of delay in implementation. If bidder can't provide reasonable justification even after receipt of 2 notices from GFGNL & GFGNL issues written order to descope any district, than any type of payment (for revenue sharing) made by bidder to GFGNL for the subject district will not be returned by GFGNL to bidder.

6.8 Confidentiality

a) The Selected Bidder shall not use Confidential Information, the name or the logo of the Tenderer except for the purposes of providing the Service as specified under this RFP;

b) The Selected Bidder shall not, either during the term or 6 months after expiration of this Contract, disclose any proprietary or confidential information relating to the Services, Contract or the network architecture, Tenderer's business plan or operations without the prior written consent of the Tenderer.

c) The Selected Bidder may only disclose Confidential Information in the following circumstances to a member of the Selected Bidder 's Team ("Authorized Person") with the prior written consent of the Tenderer if:

    i the Authorized Person needs the Confidential Information for the performance of obligations under this contract;

    ii the Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract

d) The Selected Bidder shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidential agreement with the members of the subcontractors and other Service Partner's team members to the satisfaction of the Tenderer.

e) The Selected Bidder shall be responsible for any breach of the confidentiality clause by its antecedents or delegates or its subcontractors.

f) The Selected Bidder shall notify the Tenderer promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of the Tenderer.

g) The Tenderer reserves the right to adopt legal proceedings, civil or criminal, against the Selected Bidder in relation to a dispute arising out of breach of obligation by the Selected Bidder under this clause.

6.9 Severance

In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full forceand effect.

6.10 Compliance of laws

a) Selected Bidder shall perform their duties in strict compliance with all applicable laws in India along with rules & regulations of the duly constituted Government authorities in India and shall obtain all licenses and necessary approvals, if any, required by laws in India in connection with the services to be rendered hereunder.
b) Services provided to the customers shall be subject to Indian Telegraph Act 1885 and DoT / TRAI directions.
c) Selected Bidder shall be responsible for monitoring of data traffic from their customers w.r.to unlawful activities.
d) Selected Bidder shall be responsible to set up all required Networking equipment for lawful interception (LI) and provide all the required logs necessary for lawfulinterception (LI) to any of the law enforcement agencies as and when required.

6.11 Indemnity

The Selected Bidder shall indemnify and defend GFGNL and its representatives & employees and hold GFGNL, its representatives, employees harmless from:

a) Damages and losses caused by its negligent or intentional act or omission or any damages and losses caused by the negligent act of any third party or sub- contractor or agency engaged by the Selected Bidder;
b) Damages and losses resulting from the non-compliance with the established obligations; Third Party claim against GFGNL or its nominated agency that any Deliverables/Services/Equipment provided by the Selected Bidder infringes a copyright, trade secret, patents or other intellectual property rights of any third party in which case the Selected Bidder shall defend such claim at its expense and shall pay any costs or damages that may be finally awarded against GFGNL or its nominated agency.
c) Any environmental damages caused by Selected Bidder and/or its representatives or employees or employees of any third party or sub-contractor or agency engaged by the Selected Bidder.
d) Breach (either directly by Selected Bidder or through its representatives and/or employees) of any representation and guarantee declared herein by Selected Bidder;
e) Any and all claims, actions, suits, proceedings, taxes, duties, levies, costs, expenses, damages and liabilities, including attorneys' fees, arising out of, connected with, or resulting from or arising in connections with the services provided due to neglect, omission or intentional act.

6.12 Arbitration

Except otherwise provided in this RFP in the event of any question or interpretation of any clause, dispute or difference or to any other claim, right, matter or thing whatsoeverin any way arising out or relating to this RFP whether arose during the progress of the work or after the cancellation, termination, completion or abandonment thereof, shall be settled by the parties amicably through negotiation within a period of 30 days of the notice by other party, failing which, the dispute shall be referred to a three member committee appointed by the BOD (Board of Directors), GFGNL. The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification of re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings. In case of dispute not getting resolved by the aforementioned three-member committee, the Chief Secretary of Government of Gujarat shall appoint an arbitrator. The arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and shall give reasons for the award. The fee payable to arbitrator shall be paid equally by both the parties.

6.13 Clarification

a) When deemed necessary, during the tendering process, the Tenderer may seek clarifications whenever, wherever required during the bid evaluation process on any aspect from any or all the Bidders. However, that would not entitle the Bidder to change or cause any change in the substance of the tender submitted or price quoted.
b) Tenderer reserves the right to seek clarifications on the already submitted documents.

6.14 Rejection Criteria

Besides other terms & conditions highlighted in the RFP, bids may be rejected under following circumstances:

a) General Rejection Criteria
    i Bids submitted without or improper Tender fee and EMD.
    ii Bids received through Telegraphic / Fax / E-Mail / Hard copies except, wherever required.
    iii Bids which do not conform to unconditional validity of the bids as prescribed in the RFP.
    iv If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the bid evaluation process or during Contract period after selection of the bidder.
    v Any effort on the part of a Bidder to influence the Tenderer's bid evaluation, bid comparison or contract award decisions.
    vi Bids received by the Tenderer after the last date & time for receipt of bids prescribed bythe Tenderer in RFP.
    vii Bids without Power of Attorney and any other document consisting of adequate proofof the ability of the authorized signatory to bind the Bidder.
b) Technical Rejection Criteria
    I. Technical Bid containing financial details.
    II. Revelation of Prices in any form or by any reason before opening of the Financial Bids.

III. Failure to furnish all information mentioned in the RFP or submission of a bid not substantially responsive to the RFP in every respect.

c) Bidders not quoting for the complete scope of work as indicated in the RFP, addendum (if any) and any subsequent information given to the Bidder.

d) Bidders not complying with the material, specifications and General Conditions of the Contract as stated in the RFP.

e) The Bidder not conforming to unconditional acceptance of all the terms and conditions set out in the RFP (and subsequent clarification/corrigendum, if any) document.

   i. If the bid does not conform to the timelines indicated in the RFP.

f) Financial Rejection Criteria

   I. Incomplete Financial Bid

   II. Financial Bids that do not conform to the RFPs' financial bid format.

   III. If there is an arithmetic discrepancy in the financial bid calculations, the Tenderer shall rectify the same. If the Bidder does not accept the correction of the errors, it may be rejected.

6.15 Taxes

Taxes shall be paid extra on actual by Selected Bidder, as applicable while making all types of payment to GFGNL. The taxes prevailing at the time of raising the invoice shall be paid.

6.16 Time is of Essence

Time shall be of the essence in respect of any date or period specified in this RFP or any notice, demand or other communication served under or pursuant to any provision of this RFP and in particular in respect of the completion of the delivery of services to Government offices / locations / Government schools by the Selected Bidder by the completion date.

6.17 Publicity

The Selected Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Tenderer first gives the Selected Bidder its written consent.

6.18 Force Majeure

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Tenderer as to whether the deliveries have been soresumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

6.19 Consequences of Termination

1. In the event of termination of this contract due to any cause whatsoever, the contract with stand cancelled effective from the date of termination of this contract.
2. Where the termination of the Contract is prior to its stipulated term on account of a default / material breach on the part of the selected bidder, nothing herein shall restrict the right of the Tenderer to invoke the Performance Bank Guarantee furnished he reunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies tha t may be available to the Tenderer under law.

6.20 Exit Management

1. This Schedule sets out the provisions, which will apply on expiry or termination of the Contract Period and/ or earlier termination of the bidder and/ or the SLA for any reasons whatsoever.
2. In the case of termination of the Project implementation and/or SLA due to illegality, the parties shall agree at that time whether, and if so during what period, the provisions of this schedule shall apply.
3. The parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
4. The Exit Management Period starts, in case of expiry of Contract, 3 months before the Contract comes to an end or in case of earlier termination of Contract, on the date of service of ter mination orders to the Service Partner.
5. The Exit Management Period ends on the date agreed upon by the tenderer or six months after the beginning of the Exit Management Period, whichever is e arlier.
6. During the Exit Management Period, the Service Partner shall use its best efforts to deliver the Services. Payments during the Exit Management Period shall be made in accordance wit h the Terms of Payment Schedule.
7. An Exit Management plan shall be furnished by selected bidder in writing to the Tenderer within 60 days on completion of the contract period or termination of the contract for default of the bidder, which shall deal with at least the following aspects of exit management in relation to the contract as a whole.
    1. Exit Management plan in case of normal termination of Contract period

2. Exit Management plan in case of any eventuality due to which Project is terminated before the contract period.
3. Exit Management plan in case of termination of the business service partner.
    1. The selected Service Partner will be required to provide necessary handholding and transition support to the tenderer's staff or its nominated Bidder or replacement Service Partner. The handholding support will include but not be limited to, conducting detailed walkthrough and demonstrations for handing over all relevant documentation, addressing the queries/clarifications of the new Bidder with respect to the working / performance levels of the infrastructure, conducting training sessions etc.

The Service Partner shall permit the tenderer and/or any replacement Service Partner to have reasonable access to its employees and facilities as reasonably required by the tenderer to understand the methods of delivery of the Services employed by the Service
Partner and to assist appropriate knowledge transfer.

6.21 Amendment of RFP Document

At any time before the deadline for submission of this bids, GFGNL, may, for any reason, whether at its own initiative or in response to a clarification requested by BIDDERs, modify the RFP Document by an amendment, which will form the part of the original RFP document and shall override any contradicting effects in the original RFP document. In order to afford agencies reasonable time in which to take the amendment into account in preparing their concept note, GFGNL may, at its discretion, extend the last date for the receipt of application. The BIDDER is advised to visit the website https://bharatnet.gujarat.gov.in/tenders on regular basis for checking necessary updates. GFGNL also reserves the rights to amend the dates mentioned in this RFP.

6.22 GFGNL's rights to terminate the RFP Process

GFGNL may terminate the RFP process at any time and without assigning any reason. GFGNL makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by GFGNL.

6.23 Right to Accept or Reject any applications

GFGNL reserves the right to accept or reject any application and the process. And also has rights to reject all applications at any time prior to award of contract, without thereby incurring any liability to the affected BIDDERs or their agencies or any obligation to inform the affected BIDDERs or their agencies of the ground for GFGNL's action.

6.24 Sealing, Marking and Submission of RFP

1. The Response to this RFP document should be submitted online and Postal Speed Post or Courier or in person, so as to reach on or before due date mentioned in factsheet. GFGNL won't be responsible for any postal delays.
2. The RFP application including supporting documents shall be signed by bidders authorized

persons at each page. All the alterations, omissions, additions, or any other amendments made to the response shall be initialed by the Authorized Signatory of the BIDDER.

3. The Application shall include the following valid documents and necessary supporting Documents:
4. Cover Letter
5. Details of Partners
6. Service Provided by the BIDDER through Concept Note /presentation
7. Other documents requested as per Eligibility Criteria
8. Financial / commercial details
9. If the envelops are not sealed and marked as instructed above, GFGNL assumes no responsibility for the misplacement or premature opening of the contents of the application and consequent losses, if any suffered by the BIDDER.
10. The Bidder has to enclose in an envelope marked "RFP for Selection Of Business Service Partner for FTTH/FTTX broadband connections along with Value Added Services using Bharat Net Phase II." Along with the hardcopies, a soft copy in PDF format shall also be submitted on e-mail and also uploaded on nProcure portal online.
11. In the event of any discrepancy between the hard copy submitted and soft copy submitted on "e-mail" and soft copy uploaded on portal, the Soft copy submitted on portal "nProcure" shall prevail.
12. The Application must be direct, concise, and complete. GFGNL will evaluate Agencies proposal based on its clarity and completeness of its response to the requirements of the project as outlined in this RFP. The GFGNL competent authority reserves the right to accept or reject any or all the applications without assigning any reason.

6.25 Language of RFP

The responses prepared by the bidder and all correspondence and documents relating to the response to the RFP exchanged by the bidder and GFGNL, shall be written in English language. Any printed literature furnished by the bidder in another language shall be accompanied by an English translation, in which case, for purposes of interpretation of the response, the English translation shall govern. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.

6.26 Publicity

1. The Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Tenderer first gives the Selected Bidder its written consent.

7. Annexures and Formats

Annexure – I: Bid Document checklist

#	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
Qualification Criteria			
1.	Demand Draft as bid processing fee		
2.	EMD as Bid Security (BG as per Annexure V)		
Technical Qualification			
3.	Cover Letter (Annexure I)		
4.	Bidder's information sheet (Annexure II)		
5.	Enclose copy of Certificate of Incorporation/ Registration Certificate of the firm		
6.	Copy of Certificate from the Statutory auditor/CA clearlyspecifying the annual turnover for the specified years. (2023-24,2024-25, & 2025-26).		
7.	Copy of Class A /B ISP License /Authorization issued by DoT/TRAI.		
9.	Minimum connections required proofs for eligibility		
10.	Copy of last 2 quarters report & 3 year's old report submitted to Licensor (DoT)		
11.	Copy of proof of office address		
12.	Acknowledgement/ Copies of Income tax refund (ITR) filedfor last three financial years i.e. 2023-24,2024-25, & 2025-26		
13.	Copy of valid GST registration		
14.	Copy of valid PAN card		
15.	Undertaking by the bidder for not being barred by any State/ Central Government/PSU		
16.	Self-certification by the bidder's HR head on bidder's letter head mentioning no. of employees		
17.	Self-certification on bidder's letter head mentioning compliance to Eligibility criteria		

#	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
Financial Proposal			
18.	Financial bid		

Annexure – II : Cover Letter

(To be Signed and submitted by the agency on their letter head

To,
Chief Finance Officer (CFO)
Gujarat Fibre Grid Network Limited
(GFGNL), Block No: 6, 5th Floor,
Udyog Bhavan,
Sector-11, Gandhinagar -382010

Sir,

I have carefully gone through the Terms & Conditions contained in "Request for Proposal (RFP) for Selection of Service Partners for Delivery of FTTx Connections under BharatNet in Gujarat (Reference No: GFGNL/GFG/e-file/263/2023/0096/Commercial-Utilization)" and declare that all the provisions mentioned in the RFP document are acceptable to my Company.

I/We agree for unconditional acceptance of all the terms and conditions set out in the RFP (and subsequent clarification/corrigendum, if any) document. I/we agree that you are not bound to accept any RFP response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products / services specified in the RFP response.

I/We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours Truly,
Name:_________________________
Designation:_____________________
Company:_______________________
Address: _________________
Seal:

Annexure – III : Bidder Information Sheet

(To be Signed and submitted by the agency on their letter head)

Sr No	Particulars to be provided	Responding Firm's / Company Details to be provided	
Basic details			
1.	Name of the Bidder		
2.	Correspondence details of the Bidder:	Corporate Office	Local Office
3.	Telephone No & Email Address		
4.	Contact person details (Name, Designation Contact number etc.), to whom all references shall be made regarding this RFP		
5.	Details of ownership (Name and Address of the Board of Director, Partners etc.)		
6.	Name of the authorized Signatory who is authorized to sign all the relevant documents		
7.	Address of office in Ahmedabad/ Gandhinagar (if any)		
Details for registration under Companies Act, 1956			
8.	Registration Number of the Bidder in case of company/LLP		
9.	Place of registration		
10.	Date of registration		
11.	Product/service for which firm is registered		
12.	Validity Period, if applicable		
Details for registration with appropriate authorities			
13.	GST registration details (Registration number and details)		
14.	PAN No		

Authorized Signatory Seal of the Company

Name & Designation Date

Annexure – IV : Format for Bank Guarantee for Earnest Money Deposit (EMD)
(To be typed on non-judicial stamp paper of Rs. 300)

To Dated:
…………………….
…………………….
…………………..
……………………..

Whereas_________________________________(here in after called "the Bidder") has submitted its bid dated_____________in response to the "Request for Proposal (RFP) for Selection of Service Partners for Delivery of FTTx Connections under BharatNet in Gujarat KNOW ALL MEN by these presents that WE ____ having our registered office at ____(hereinafter called"the Bank") are bound unto the______________, Gujarat Fibre Grid Network Limited in the sum of_____________for which payment well and truly to be made Gujarat Fibre Grid Network Limited , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this________day of____________2026.

THE CONDITIONS of this obligation are:
The EMD may be forfeited, In case of a Bidder if:
1) The bidder withdraws its bid during the period of bid validity.
a. The Bidder does not respond to requests for clarification of their Bid.
b. The Bidder fails to co-operate in the Bid evaluation process.
c. The bidder, fails to furnish Performance Bank Guarantee in time.
2) The bidder fails to Sign the contract in accordance with this RFP
3) The bidder is found to be involved in fraudulent and corrupt practices

We undertake to pay to the GFGNL up to the above amount upon receipt of its first written demand, without GFGNL having to substantiate its demand, provided that in its demand GFGNL will specify that the amount claimed by it is due to it owing to the occurrence of any of the above-mentioned conditions, specifying the occurred condition or conditions.
This guarantee will remain valid up to 180 days from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the GFGNL and further agrees that the guarantee herein contained shall continue to be enforceable till the GFGNL discharges this guarantee

The Bank shall not be released of its obligations under these presents by any exercise by the GFGNL of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the GFGNL or any other indulgence shown by the GFGNL or by any other matter or things.

The Bank also agree that the GFGNL at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the BIDDER and not withstanding any security or other guarantee that the GFGNL may have in relation to the BIDDER's liabilities.

Dated at______________on this_________day of

_____________________2026. Signed and delivered by

____

For & on Behalf of
Name of the Bank &
Branch & Its official
Address with seal

Approved Bank: Guarantee issued by following banks will be accepted as SD or EMD on permanent basis

1. All Nationalized banks including the Public sector banks - IDBI Ltd.
2. Private sector banks - AXIS Bank, ICICI Bank and HDFC Bank

Annexure – V : Format for Bank Guarantee for Performance Bank Guarantee (PBG)
(To be typed on non-judicial stamp paper of Rs. 300)

In consideration of the ____________________ having agreed to exempt __________________(hereinafter called 'the said agency') from the demand under the terms
& conditions of an agreement/ Advance Work Order No___________dated ___________ made between___________________and_________________for the "Request for Proposal (RFP) for Selection of Service Partners for Delivery of FTTx Connections under BharatNet in Gujarat (Reference No: GFGNL/GFG/e-file/263/2023/0096/Commercial-Utilization)" (hereinafter called "the said Contract"), of security deposit for the due fulfilment by the said agency of the terms &conditions contained inthe said Contract, on production of the bank guarantee for
_________________________________we, (name of the bank) _______________________ (hereinafter refer to as "the bank") at the request of ________________________________ (agency) do hereby undertake to pay to the State/SIA an amount not exceeding________________against any loss or damage caused to or suffered or would be caused to or suffered by GFGNL by reason of any breach by the said agency of any of the terms &conditions contained in the said Contract.

We (name of the bank)_________________do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the State/SIAby reason of breach by the said agency' of any of the terms &conditions contained in the said Contract or by reason of the agency' failure to perform the said Contract. 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 State/SIA 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_____________________.

We undertake to pay to the GFGNL any money so demanded notwithstanding any dispute or disputes raised by the agency 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 agency shall have no claim against us for making such payment.

We (name of the bank)_____________________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 Contract and that it shall continue to be enforceable till all the dues of the State/SIA under or by virtue of the said Contract have been fully paid and its claims satisfiedor discharged or till GFGNL certifies that the terms &conditions of the said Contract have been fully or properly carried out by the said agency and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before (expirydate of PBG) ______(as specified in Work Order) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

We (name of the bank)______________________further agree with the GFGNL that the State/SIA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms &conditions of the said Contractor to extend time of performance by the said agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the GFGNL against the said agency and to forbearor enforce any of the terms & conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said agency or for any forbearance, act or omission on the part of the GFGNL or any indulgence by the GFGNL to the said agency 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.

This guarantee shall not be discharged due to the change in the constitution of the Bank or the agency.

We (name of the bank)__________________lastly undertake not to revoke this guaranteeduring its currency except with the previous consent of the GFGNL in writing.

Place: ……………………………
Date: ………………………….. (Signature of the Bank Officer)Rubber stamp of the bank:
Authorized Power of Attorney Number: ……………………
Name of the Bank officer: ………………………...……..
Designation: …………………………………………..….
Complete Postal address of Bank: ………………………..
Telephone Numbers ………………………………………..
Fax numbers…………………………………………………

Approved Bank: Guarantee issued by following banks will be accepted as SD or EMD on permanent basis

1. All Nationalized banks including the Public sector banks - IDBI Ltd.
2. Private sector banks - AXIS Bank, ICICI Bank and HDFC Bank

Annexure – VI : Self-declaration / Undertaking of not being barred by any State / Central Government / PSU

(To be submitted by agency on their letterheads)To,
Chief Finance Officer (CFO)
Gujarat Fibre Grid Network Limited
(GFGNL), Block No: 6, 5th Floor,
Udyog Bhavan,
Sector-11, Gandhinagar -382010

Sir,
In response to the "Request for Proposal (RFP) for Selection of Service Partners for Delivery of FTTx Connections under BharatNet in Gujarat (Reference No: GFGNL/GFG/e-file/263/2023/0096/Commercial-Utilization)" as an Owner / Partner / Director of ____________________, I/We hereby declare that presently our Company / Firm ____________have not been barred from participating in any tender / providing services / procurement process or supply of materials by an organization by any department / office /PSU / board or corporation of either Government of India or any state government.

I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours Truly,
Name:_________________________
Designation:____________________
Company:______________________
Address: _________________
Seal:

Annexure – VII: Financial Bid Format

As per section - 5 (Selection criteria & Financial bid).

Annexure – VIII : Bank Details For EMD (in the form of bid Security / Security deposit)

RTGS / NEFT / IFT - Electronic Fund Transfer Mandate Form (Mandate for receiving payments through RTGS / NEFT)		
1	Vendor Name	Gujarat Fibre Grid Network Limited (GFGNL)
2	Vendor Code	
3	Permanent Account Number (PAN)	AAGCG6369R
4	Particulars of Bank Account	
	A. Name of the Bank	State Bank of India
	B. Name of the Branch	Udyog Bhavan Branch, Gandhinagar
	C. Branch Code	60228
	D. Address	Block No. 13, Sector No. 11, Udyog Bhavan, Gandhinagar, 382017, Gujarat, India
	E. City Name	Gandhinagar-382017
	F. Telephone No	79 23224868
	G. RTGS / NEFT IFSC Code	SBIN0060228
	H. 9-digit MICR code appearing on the cheque book	380002128
	I. Type of Account	Current
	J. Account No.	36242993620
5	Vendor's e-mail id	cfo@bharatnet.gujarat.gov.in
6	VAT No. & Service Tax No.	-
7	GST No Detail	24AAGCG6369R1ZT
8	TAN No	AHMG06768G

(Please enclosed a copy of canceled cheque to enable us to verify the Bank details mentioned above.)

We hereby declare that the particulars given above are correct and complete. If transaction is delayed or lost because of incomplete or incorrect information, we would hold the company responsible.

Annexure – IX: Integrity Pact

(To be typed preferably on letterhead of the company)

FORMAT OF INTEGRITY PACT

INTEGRITY PACT

Between

Gujarat Fibre Grid Network Limited (GFGNL) / hereinafter referred to as “The Principal”

and

………………………………..hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for --. The Principal values full compliance with all relevant laws, rules and regulations, and economic use of resources, and of fairness and transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

(a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which he/she is not legally entitled to.

(b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

(1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti- corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically and commit any offence under Indian Penal code (IPC)/Prevention of Corruption (PC) Act.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidders/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

(e) The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other in connection with the award of the contract.

(f) Bidder(s)/Contractor(s) who have signed **the Integrity Pact** shall not approach the Courts while representing the matter to **Independent External Monitors (IEMs)** and shall wait for their decision in the matter.

(g) To disclose and transgression with any other company that may impinge on the anti corruption principle.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before contract award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the defined procedure in GFGNL Procurement Manual, **which is in-force on the date of Publication of tender.**

Section 4 – Compensation for Damages

(i) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

(ii) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to liquidated damages (LD) of the contract value or the amount equivalent to **Security Deposit/Performance Bank Guarantee (PBG)** in addition to any other penalties/ recoveries as per terms and conditions of the tender.

Section 5 – Previous transgression

(i) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedure.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

(i) The principal will enter into agreements with identical conditions as this one with all Bidders/Contractors.
(ii) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors, a commitment in conformity with this Integrity Pact.

(iii) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to Chief Vigilance Officer.

Section 8 – External Independent Monitor/Monitors

1. Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access in all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the GFGNL.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest,

unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

Notwithstanding anything contained in this Section, the Bidder(s)/Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s)/Contractor(s) shall not be required to provide any data relating to its other customers, or any personnel or employee related data.

4. The Monitor is under contractual obligation to treat the information and documents of the Bidders/Contractor(s) /Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on "Non-Disclosures of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the Independent External Monitor (IEM) shall inform GFGNL Official and recuse himself/herself from that case.

5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 4 to 6 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

8. If the Monitor has reported to the GFGNL Official, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and GFGNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by GFGNL official.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Ahmedabad/Gandhinagar. The arbitration clause provided in the tender document / contract shall not be applicable for any issue /dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership, this agreement must be, signed by all partners.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs. For the Principal For the Bidder/Contractor

Place……………………
Witness 1 : ………………………………
Date ……………………
Witness 2 : ………………………………

Annexure – X : Power of Attorney (POA)

Format for Power of Attorney

(To be provided in original on stamp paper of value required under law duly Signed by 'bidder'**)** Dated:

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, We .... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms (name), ... son/daughter/ wife of…………………………… and presently residing at................................., who is presently employed with us and holding the position of………………………….. , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the…………………………… Project proposed or being developed by GFGNL including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to GFGNL, representing us in all matters before GFGNL, signing and execution of all contracts, undertakings consequent to acceptance of our bid, and generally dealing with GFGNL in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the contract with GFGNL.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

In witness whereof we, ... , the above named principal have executed this power of attorney on this ....day Of …………. 20…..

For ....

(Signature,name,designation and address)

To be submitted in original by the Bidders before within 7 days of Bid Due Date.

Witnesses:

1.

2.

Accepted

.... (Signature)

(Name, Title and Address of the Attorney) (Notarized)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Annexure – XI : Model Agreement

Model Agreement for

Bharatnet Udyami (BNU) Scheme

Subsidy for Eligible Rural Home Fibre connections

Issued by:-

Gujarat Fibre Grid Network Limited (GFGNL)

Department of Science and Technology (DST), Govt. of Gujarat

Resolution No. ___/__/____/______/ (___)/__

Sachivalaya, Gandhinagar

Sept, 2026

Preamble

The BharatNet project was launched with the aim of digitally empowering rural India by establishing a national network infrastructure to offer affordable broadband services to citizens and government institutions in rural and remote areas, thereby fostering human development, enhancing economic growth, and improving the quality of life in rural India.

The Gujarat Government has established the Gujarat Fibre Grid Network Limited (GFGNL) as a Special Purpose Vehicle (SPV) to execute Phase-II of the BharatNet Project in Gujarat. GFGNL possesses significant optical fiber resources and aims to provide services such as broadband and value-added services (VAS) such as Wi-Fi/OTT/IPTV etc.to rural households and rural institutions, thereby enhancing broadband penetration in rural areas.

Whereas, GFGNL recognizes the critical need to enhance broadband connectivity in rural areas of Gujarat to foster socio-economic development, parity and bridge the urban rural digital divide;

Whereas, Digital Bharat Nidhi has initiated the subsidy Scheme to facilitate the deployment of fiber-optic infrastructure for providing broadband connectivity to rural regions across the nation using Bharatnet network under ABP.

Whereas, GFGNL, being at the forefront of implementing broadband initiatives in Gujarat, acknowledges the potential of leveraging the Bharatnet Udyami Scheme to accelerate last-mile connectivity through FTTH connections to rural public institutions and rural homes.

Whereas, GFGNL aims to collaborate with selected business partners to deploy and maintain FTTH connectivity in rural areas utilizing Bharatnet network assets, thereby ensuring the delivery of FTTH services to rural households and institutions.

A. Operative Period:

Valid up to the contract period mentioned in RFP or within outer limit of 5,48,000 FTTH connection within five year and scaling an additional connections post approval from ADMIN , DBN.

B. Nodal Agency

GFGNL will serve as the Nodal Agency responsible for implementing this resolution throughout the state of Gujarat in collaboration with eligible and selected Business Partner for FTTH or any agency selected through nomination by competent authorities of Government.

C. Qualifying entities for availing benefits under BNU

All the eligible entities selected through the "Request for Proposal (RFP) reference no GFGNL/GFG/e-file/263/2023/0096/Commercial-Utilization dated 31st Aug 2026 for Selection of Business Partner for FTTH broadband connections using Bharatnet Network"

D. Genesis of engagement in between GFGNL and FTTx Business Partners

GFGNL has selected FTTH business partner through a transparent and competitive process for deployment and maintenance of FTTH connectivity in rural areas based on financial bid of RFP.

E. Broad roles and responsibilities of GFGNL and Partner under BNU Scheme

GFGNL

1. GFGNL will disburse one-time connectivity, customer premises equipment and last mile setup charges as provisioned in the BNU scheme to the FTTH business partners for connecting rural households and institutions.
2. The disbursement of one-time charges shall be made as per the rates discovered through bid or approved by DBN, as amended from time to time and subject to digital verification of completed installations.

F. Applicable subsidy and retention incentives for eligible rural fiber home connections under BNU Scheme

1. Gujarat Fibre Grid Network Limited (GFGNL) will provide a Financial Incentive as mentioned in table below / per connection to Business Partners. GFGNL will disburse the BNU funds (Financial Incentive) in lots of minimum 1000 connections to Business Partners based on specified

milestones, as detailed in the table below (With GST) , or one invoice per quarter for all eligible connections. As per Financial Bid discovery / Per Zone

2. Performance incentives shall be provided for the allotted rural fibre connection (after reducing the connections already provided by BSNL and GFGNL) @ ₹ 1,000 per active connection to SERVICE PARTNER. However, this shall be provided in phases as per the table given below:

Year-wise breakup	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Incentive Breakup (In ₹)	300.00	100.00	200.00	200.00	200.00	1000.00

3. The Business Partner is strictly prohibited from charging any one-time charges (OTC) from the end customer claiming under BNU benefits
4. FTTH business partners shall submit invoices along with relevant documentation to GFGNL for payment processing from CCA/DBN.

G. Review and Reporting

1. The GFGNL shall oversee the implementation of the Bharatnet Udyami Scheme in coordination with relevant departments and stakeholders.
2. FTTH partner shall provide monthly updates and reports on the progress, new customer count, customer retention, average grievance attending time and resolution time, tickets and impact of the scheme to the GFGNL.

All other general terms and conditions including scope of the work, governance, engagement rules, dispute resolution, and other conditions set-forth in this RFP and Bharatnet utilization agreements, addendums with GFGNL , DBN guidelines are implied and integral to this BNU terms unless otherwise explicitly specified.

Sub. : Offer of BharatNet Udhyami (BNU) Scheme by GFGNL and acceptance by FTTH Business Partner

Ref. :

1. Resolution no.   dated   /Sept /2026
2. RFP for selection of business partner for FTTx

Legal binding document for availing BNU Scheme benefits of the RFP for FTTH Business Partner

First Party (Nodal agency for implementing BNU scheme) : GFGNL	Second Party (Eligible FTTH business partner) : Qualified bidder (Service Partner)
First party agrees to offer BNU scheme to FTTH business partner as per the terms stipulated in the agreement...... dated........ in between GFGNL and second party	Second party agrees to accept BNU scheme as offered by the first party as per the terms stipulated in the agreement...... dated........ and in addendum to the base engagement agreement in between GFGNL and second party
Authorized signatory for GFGNL	Authorized signatory for Second party (Service Partner)
Witness	Witness

Policy, Guidelines providing rural home fiber connections under BNU Scheme

Guidelines, timelines and other details for providing FTTH connections

A) Subsidy supports for providing rural fiber connections under ABP shall be limited to the 5,48,137 allotted connections to the state. The T0 for the 5,48,137 number of FTTH connections is date of agreement , any connections served after________________will be incentivized with new subsidy for rural fiber connections.

B) No subsidy of any nature whatsoever shall be admissible for any rural home fibre connections beyond the aforesaid number, unless otherwise approved by the Administrator.

C) The allotted rural home fibre connections shall be distributed across the State with priority to cover Government institutions including Schools, Primary Health Centers, Anganwadis, Panchayat offices and rural homes etc., using the BNU model over the next five years.

D) Overall Timelines for providing the said FTTH connections is tabulated as below

Table 1: Timelines for providing allotted rural fiber home connections (Covering all the GPs)

		Estimated connections (in thousand)				
Population Range	Year 1	Year 2	Year 3	Year 4	Year 5	Total
	58.1	87.9	108.9	154.1	139.1	548.1
≥3000	45.6	69.1	69.3	94.6	51.9	330.5
2000 to <3000	6.8	11.1	17.1	33.5	29.6	98.1
1000 to <2000	4.6	6.6	18.7	23.3	52.1	105.3
<1000	1.1	1.1	3.8	2.7	5.5	14.2

E) Duplication of subsidy for same rural home connection through any other govt. scheme is not allowed. Consumer number of home power connections is mandatory to eligible for subsidy. One time cost from rural fiber homes shall not be taken in any of the form. For the recurring charges SERVICE PARTNER and user are free to do arrangement of pre-paid or postpaid plans. The commercial plan must be within the limit of regulatory compliance.

F) GFGNL shall provide subsidy to SERVICE PARTNERs for FTTH roll out distributed across the state with priority to cover Government institutions including schools, Primary Health Centers, Anganwadis, Panchayat offices , rural homes etc., using the BNU model over the next five years. The subsidy for delivery of fibre connections shall be as follows:

Table 2: Subsidy for Home Fibre connections

Population Range	Subsidy (in ₹ per Connection)
≥3000	As per quote
2000 to <3000	As per quote
1000 to <2000	As per quote
<1000	As per quote

a. All villages under Amended Bharatnet Program shall be categorized by SERVICE PARTNER , based on the population range, as per the census data of the year 2011 projected till 2024 based on rural projected decadal growth till 2024 as per Population projections for India and states 2011- 2036 - National Population Commission. As and when, the latest Census data is available, the same may be used by SERVICE PARTNER. If any major deviations are found regarding the population of a village, the same may be reviewed by the steering committee on prospective basis.

b. In order to fast track, roll out of rural home fibre connections, GFGNL shall start to provide the connections in GPs/Villages from Phase-I & Phase-II network in parallel with the constructions of Amended BharatNet Program. These connections (including other FTTH connections also which are running using BharatNet) shall be shifted to constructed/upgraded GPs in ring topology as and when constructions of such GPs in ring topology is completed.

c. For Last Mile Connectivity, the SERVICE PARTNER shall adhere to provisions of Department for Promotion of Industry and Industrial Trade (DPIIT)'s Public Procurement (Preference to Make in India) Order, 2017 as amended to promote Indian vendors indigenously designed/ developed and manufactured products meeting local content criteria to the extent possible.

    vi SERVICE PARTNERs shall be given a one-time financial incentive for activating new home fibre connections.

    vii SERVICE PARTNER could involve village level entrepreneur, Internet Service Providers, Self Help Group (SHG), etc for FTTH roll out.

    viii SERVICE PARTNERs will be involved for public awareness and marketing of rural fibre connections also.

    ix SERVICE PARTNERs shall setup a Portal for the management of connections, incentive claims, etc.

d. SERVICE PARTNERs, who would provide BharatNet services, are free to devise suitable home fibre connection tariffs for post-paid and pre-paid. Over the Top (OTT) contents, as per their local popularity, shall be offered on a best effort basis.

e. SERVICE PARTNER shall ensure that sufficient bandwidth shall be available at all the blocks in the states so that minimum 25 Mbps download speed can be delivered every home fibre subscriber. However, SERVICE PARTNER shall ensure that wherever the customer demands for higher bandwidth, the same shall be provided to customer at applicable rate.

f. SERVICE PARTNER shall arrange to integrate their Operation Support System (OSS), Business Support System (BSS) with the BharatNet's Centralized Network Operations Centre (C-NOC) and shall share the data as prescribed by the DBN for monitoring of rural home fibre connections.
g. SERVICE PARTNER shall ensure to provide rural home fibre connections in those GPs/villages only, where BharatNet network is available.
h. Uniqueness of each rural home fibre connections shall be identified by SERVICE PARTNER based on LGD code of villages also.
i. SERVICE PARTNER shall communicate to the customer that FTTH connection is being provided with financial support from Digital Bharat Nidhi under DoT, Govt. of India in each monthly bill of the customer.

G) Branding & Publicity

There should be Unique Identity for rural fibre home connections using BharatNet Udyami model since the program caters to the pan India developmental requirements and is aimed at achieving digital inclusivity across the country. It is thus important that the program maintains uniformity in its core features throughout its implementation process. Therefore SERVICE PARTNER shall do the following for Branding, Publicity and Awareness of the program:

i The program name/tagline/logo shall be used by SERVICE PARTNER in their communications/campaign and equipment installed at every Node (Block/GP) including ONT//Customer premises equipment devices provided for rural connections.
ii SERVICE PARTNERs shall do the publicity and awareness campaign of the program. SERVICE PARTNERs may also be involved for village level campaign.
iii A Citizen Centric Portal/Dashboard shall be created by SERVICE PARTNER for disseminating all information about the program. This portal should also be used for registering demand of the rural fibre connections in a Village/GP.
iv SERVICE PARTNER shall arrange to provide single window interface (including APP) to customers for all pre-as well as post connection activities such as booking, collection of tariff charges, provisioning, handling the complaint etc.
v SERVICE PARTNER shall arrange to give wide publicity to the scheme by way of appropriate marketing tools such as media advertisements, road-shows, banners, display boards, etc.
vi SERVICE PARTNER shall arrange to give wide publicity to the present scheme and place detailed information about the scheme in the public domain including its website.

H) SLA Monitoring: The SLA and related penalties regarding rural home fiber connections is enclosed as Annexure-II.

I) Financial Conditions

a. Subsidy Management: Subsidy per home fibre connection comprises:
    i Capital Incentives (including OFC, Customer Premises Equipment, all other accessories etc.).
    ii Support towards provision of Internet Lease Line (ILL).
    iii One-time Capital Incentive to be paid on provision of home fibre connection and ILL subsidy to be distributed over five years.
b. Full subsidy shall be disbursed on the provision of rural home fibre connection and disbursement shall be on the basis of net rural home fibre connections at last day of every quarter.
c. Any connection working with unique customer (in the same name and same address), which has completed period of 2.5 years and gets disconnected thereafter, shall not be counted for the purpose of netting.
d. A review will be carried out by the Steering Committee on completion of 12 months of the scheme, to review the subsidy support, netting effect, performance incentives, SLA, target & its achievements, etc. for modifications required, if any, including for any unfunded costs including sunk costs.
e. The payment is in the form of subsidy and may attract any applicable taxes as per Govt. rules.
f. Subsidy payment shall be made to SERVICE PARTNER only for net additions to FTTH connections. Net addition means the number of FTTH connections added after adjusting of Home Fibre connections permanently closed. Permanent closed means if customer has not paid monthly subscription charges within prescribed period as per GFGNL guidelines from time to time, which shall be maximum up to 90 days from the date of invoice.
g. Subsidy claims shall be applicable for those FTTH connections having commencement of data usage.
h. SERVICE PARTNER shall comply with the following conditions. In case of violation, penalty/deterrent, as decided by Administrator, shall be levied on SERVICE PARTNER:
    i No duplication in subsidy support through any other projects of Central or State Governments or any other sources for providing rural home fibre connections.
    ii Subsidy shall be given only for new connections and no funding is allowed for already working connections.
    iii No installations charges (including OFC, Customer Premises Equipment, all other accessories, etc.) are to be taken from the customer.
i. SERVICE PARTNER shall arrange to make a portal for registration of demand by the villagers and showing total demand registered till date. Demand registered on the portal shall be visible to general public.
j. SERVICE PARTNER shall ensure that ILL subsidy should entirely be passed on to the end customers, so that an affordable and subsidized tariff/ plan shall be available to the rural customers. SERVICE PARTNER shall submit a self-certification to this effect on quarterly basis.
k. SERVICE PARTNER is bound by overall SLA of 99% uptime with penalty provisions for ILL is to be provided at block level by SERVICE PARTNER.

l. SERVICE PARTNER to ensure that no duplicate Capex subsidy shall be paid for the same modem.

m. Performance incentive: Performance incentives shall be provided for the allotted rural fibre connection (after reducing the connections already provided by BSNL and GFGNL through other RSP under VGF scheme) @ ₹ 1,000 per active connection to SERVICE PARTNER. However, this shall be provided in phases as per the table given below:

Year-wise breakup	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Incentive Breakup (In ₹)	300.00	100.00	200.00	200.00	200.00	1000.00

n. Schedule for Disbursement of subsidy:

i Release of subsidy support shall be contingent upon physical progress.

ii SERVICE PARTNER shall submit single claim to GFGNL and then to CCA for each quarter along with supporting documents within 30 days of the end of quarter as per the format prescribed by DBN/CCA/GFGNL subsequently. Subsequent to the submission of claim by SERVICE PARTNER/GFGNL, CCA shall ensure settlement of claims on quarterly/Monthly basis as the case may be, based on claim statement, along with supporting documents. The detailed documents required shall be shared by DBN along with the formats.

iii The subsidy shall be paid after making adjustment, if any, for the previous payments/installment (s).

iv Final adjustment, if any, in respect of excess or shortage in the disbursed amount shall be made, based on the statements duly certified by Auditors of the SERVICE PARTNER. Auditor report is mandatory for final settlement of account.

v The claims of SERVICE PARTNER shall be considered to be settled only after adjustment & recovery of any outstanding dues, etc. as per the Agreement or recovery of inadmissible/excess funding as ascertained on the basis of scrutiny conducted by the Administrator or its authorized representatives to authenticate the claims during the Agreement period.

o. Release of Funds: Disbursement of claims shall be by electronic transfer of fund.

p. Annual Audit: The aforesaid requisition of fund by SERVICE PARTNER for each financial year shall be required to be audited by the auditors of SERVICE PARTNER appointed under Section 225/Section 619 of the Companies Act, 1956. The report of the Auditors should be in the prescribed format to be filed with the Administrator within 7 (seven) calendar days of the date of signing the audit report but not later than 30 September of the following year.

q. No interest shall be payable for any short/late payment made to SERVICE PARTNER by the GFGNL.

r. All the relevant records of SERVICE PARTNER shall be subject to such scrutiny as may be prescribed by the Administrator so as to facilitate independent verification of the funds released for the Amended BharatNet Program.

s. In order to ensure proper utilization of funds released and verification thereof, the Administrator (DBN) Or GFGNL can modify, alter or substitute and amend, if deemed necessary, whatever is stated herein.

t. Bharatnet Logo mentioned below. To be pasted on all the last mile devices supplied at Gram Panchayat and rural homes. SERVICE PARTNER shall market the connection and educate the rural citizens regarding the FTTH program runs by Department of Telecom , DBN and GFGNL.

Annexure-I

Program name/tagline and logo to be published on CPE and all relevant platforms

BHARATNET

समृद्ध ग्राम, समर्थ भारत

Annexure-II

1. SLA on ILL by SERVICE PARTNER:
   SERVICE PARTNER is bound with overall SLA of 99% uptime with penalty provisions for ILL is to be provided at block level.

S. No.	Overall ILL Availability% (Average uptime of ILL at all Blocks)	Quarterly per FTTH Penalty on total working connections at the end of the quarter
1	>=99%	Nil
2	Below 99% up to 95%	Rs. 50
3	Below 95 up to 90%	Rs. 100
4	Below 90% up to 80%	Rs. 150
5	Below 80%	Rs. 200

2. SLA for congestion of ILL Bandwidth:

   If bandwidth utilization of any ILL link at all Blocks exceeds 80% during peak hours (TCBH), then network is considered to have congestion. For this, additional provisioning of bandwidth by SERVICE PARTNER on immediate basis, but not later than one month, is mandated.

3. SLA on SERVICE PARTNER Model:

3.1. SLA on Service levels:

a. SERVICE PARTNER shall publish a list of GPs/villages to be covered in a given year in its BharatNet portal. SERVICE PARTNER shall launch Home Fibre Connectivity in all such GPs/Villages, which have minimum demand for five (5) Home Fibre Connections. SERVICE PARTNER shall be responsible for providing connection within 30 days from the date of such minimum demand.

b. Non-delivery/ non-provision of Home Fibre connections in 30 (thirty) days period shall attract penalty @ Rs.100 per connection/month subject to maximum of Rs.1,000, with effect from the date on which minimum demand for five (5) Home Fibre connections are received.

3.2. SLA on SERVICE PARTNER connections performance:

a. SERVICE PARTNER shall arrange to provide Internet leased line (ILL) to all Blocks with sufficient bandwidth to ensure minimum 25 Mbps download speed to every home and institutional fibre subscriber.

b. SERVICE PARTNER shall arrange to maintain the services as per quality standards set by TRAI. On non- adherence to the quality, the penalties shall be levied as per TRAI's norms, and refunds, if any, shall be issued to the customers.