

BHARAT SANCHAR NIGAM LIMITED

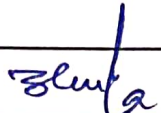
(A Govt. of India Enterprise)

O/o Chief General Manager Telecom, Kolkata Telecom District, Kolkata

EOI No. KOLTD-12/15(11)/4/2025-EB(II) KOL TD

Dated: 13.05.2025

Empanelment of Partners for Internet Lease Line on 5G Network
(5G FWA for Enterprise and other Entity)

Issued by:	
Signature	
Name	Shri Arvind Kumar Shukla
Designation	AGM(EB-I), CTD
Date	13 .05.2025

Cost of Empanelment Document: Rs. 2360/- (Inclusive of GST)

(The demand draft should be from any scheduled bank drawn in favour of "AO/Cash/BSNL, CALCUTTA TELEPHONES" and should be payable at Kolkata.)

EOI may be submitted at following address in working hours
of working days

Address:

Shri Arvind Kumar Shukla, AGM(EB-I),CTD
4th Floor, Telephone Bhawan,
34, BBD Bag, Kolkata-700001
Contact No.: 9433000303
Email ID: aksh@bsnl.co.in



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Subject: Empanelment of Partners for Internet Lease Line on 5G Network (5G FWA for Enterprise and other Entity)

1. Background:

- 1.1 Bharat Sanchar Nigam Limited (BSNL), a wholly owned Public Sector Enterprise of the Govt. of India, is a Telecom Service Provider in India with Pan India presence. BSNL Kolkata Telecom Circle intends to forge partnerships on non-exclusive basis with the entities interested and eligible for 5G FWA for Enterprise and other Entity which is being offered to the enterprise customers.
- 1.2 5G FWA for Enterprise and other Entity is a dedicated and high-speed internet connectivity solution that operates over a 5G wireless network instead of traditional wired infrastructure like fiber or copper. It is commonly used in areas where laying physical cables is challenging or not cost-effective.
- 1.3 Private TSPs/ Operators are selling/ marketing 5G FWA services. BSNL should also enter into this market & provide such services on FWA 5G for Enterprise.
- 1.4 As per BSNL CO Letter No. E-589588/BSNL CO-CA/11/10/2024-CFA-ERP-FICO-Part (1) dated 31.12.2024 method of amortization of spectrum cost has been approved by BSNL. BSNL will be having the required spectrum to use. In this regard Regulation cell has requested to DoT for necessary action vide letter No. BSNL-REGLN/28/1/2023-REFLN/E-345498/1 dated 06 /03/2025. So BSNL should provide 5G FWA for Enterprise and other Entity for one year trial basis to experiment and tap market potential to earn revenue.

1. Objective:

- 1.1. BSNL intends to forge partnerships with the entities interested in providing internet lease lines through FWA CPEs and wireless 5G access technology to Enterprise and other Entities. To further give impetus on setting up 5G FWA for Enterprise and other Entity in the country, BSNL Kolkata Circle has decided to empanel Partners on non-exclusive basis.
- 1.2. 5G FWA for Enterprise and other Entity Service Network is a wireless internet lease line on 5G access technology established within a specified geographical area for enterprise customers.

3. Eligibility criteria for Empanelment of Partners:

- 3.1** The prospective 5G FWA for Enterprise and other Entity Partners shall be a company registered and incorporated in India under Companies Act, 1956/ 2013.
- 3.2** The prospective 5G FWA for Enterprise and other Entity Partners shall have a valid PAN/TAN.
- 3.3** The company should have a minimum annual turnover (audited) **of Rupees Fifty crore (Rs. 50 Crore)** during any one of the last three financial years in one of the following areas or any combination thereof:
 - 3.3.1** Telecom Network Equipment Manufacturing
 - 3.3.2** Telecom Network Installation and Commissioning with performance test POC reports
 - 3.3.3** System Integration for provision of Telecom Services to Enterprise Customers
 - 3.3.4** IT network or services to enterprise customers
- 3.4** In this regard, the applicant must submit a Turnover Certificate issued by a Chartered Accountant (CA), along with the Profit & Loss (P&L) Statement and copies of work orders/purchase orders as supporting documents to verify the turnover for the specified product/service.
- 3.5** The company will have to bring a certificate from the organization with whom the services have been provided by the company in respect to the above orders/purchase orders.
- 3.6** The company will have to bring a certificate from the organization with whom the services have been provided by the company in respect to the above experience.

4 List of documents to be submitted as part of the proposal:

- 4.1** The 5G FWA for Enterprise and other Entity Partners may submit the Expressions of Interest (Eoi) to the respective BSNL Enterprise 'Gold' Circles and 'Platinum' Units for empanelment.
- 4.2** Copy of the Certificate of Incorporation, Article of Association & Memorandum of Association.
- 4.3** List of Directors including their names(s) and address (es) along with contact telephone numbers, DIN of each director & CIN of the company.
- 4.4** Certified True copy of Board's/Management's resolution in favor of authorized signatory.
- 4.5** Specimen signature of the authorized official duly attested by Company's/authorized signatory's Banker.
- 4.6** Latest audited Annual Report of the company along with P&L Statement, in case published copy is not available then copy of the same duly certified by the Company

Secretary/Director/Managing Director of the company.

- 4.7 Turnover certificate from the company's Auditors/ CA mentioning the field of turn over as required under the eligibility conditions.
- 4.8 Non-refundable EOI Document Cost in the form of DD in the name of AO (Cash) of the concerned circle, required as per eligibility conditions.
- 4.9 Non-Disclosure Undertaking (NDU), duly notarized on non-judicial stamp-paper of Rs.50/-
- 4.10 Contact details i.e. Name, mail id, phone no., mobile no., fax no. of a responsible person for liaising in this matter.
- 4.11 Draft agreement, containing the complete commercial, financial and technical conditions to be signed for 5G FWA for Enterprise and other Entity Partner shall be forwarded by the concerned circle to the eligible companies only after evaluating the proposal containing the above documents in full.
- 4.12 Guidelines on Public Procurement (Preference to Make in India), Order 2017 with latest revision vide No. P-405021/2/2017-PP (BE-II) dated 16/09/2020 and applicable subsequent revisions from time to time shall be applicable.

5. Scope of Work:

- 5.1 5G FWA for Enterprise and other Entity Partner should have capability to provide end to end solutions to Enterprise Customer requiring it to be set at its premises. 5G FWA for Enterprise and other Entity Partner can have such capabilities on its own or through its partners, for which 5G FWA for Enterprise and other Entity Partner shall be wholly responsible.
- 5.2 Partner needs to plan (coverage and capacity), deploy and maintain the access network and CPEs in customer premises to ensure desired QoS to end customers and maintain the network SLA. Customer traffic profile, bandwidth requirement and activity factor to be estimated by partner in specific locations and capacity to be planned in nodes accordingly.
- 5.3 5G FWA for Enterprise and other Entity Partner should be able to design 5G FWA for Enterprise and other Entity network as per the terms in this policy. BSNL will empanel better partners for providing high speed ILL on 5G local access connectivity. The partner will be providing customer access network on 5G technology from customer premises to nearest BSNL/ Non BSNL POP. Partner will design, supply deploy and maintain QoS SLA of 5G Radio access network which will includes network elements like CORE AMF,SMF/UPF with PCF,AUSF,UDM, UDR,CHF(Physical or virtual on cloud), NRF, NEF, NSSF,Radio access nodes gNode B (BBU and RRH/MMUs), FWA-CPEs , connectors, CPRI cables ,antennas/AAUs etc. BSNL will provide space power, infra, backhaul connectivity, 5G spectrum etc wherever technically feasible.
- 5.4 Partner need to plan the network considering BSNL infrastructure /tower locations and fiber backhaul POP sites. Core network to be planned in BSNL exchange

location where ILL bandwidth will be provided by bsnl. Sites planned beyond BSNL tower locations, partner needs to develop all Infra or rent IP sites and provide backhaul on alternate media

- 5.5** Partner will do the sales & marketing activities for 5G FWA for Enterprise and other Entity point to point Wireless Internet Lease Line on 5G. However, BSNL reserves the right to supplement marketing efforts whenever possible to enhance revenue for the 5G services. The service will be booked after obtaining necessary CAF/ document as per existing DOT guideline and customer will be created in the BSNL system only & BSNL will raise bills to the Enterprise customers. The service will be only sold under BSNL brand name.
- 5.6** After payment of bill by Enterprise Customer to BSNL, the revenue share on realized amount will be paid to the partner after deducting necessary Govt. dues, statutory charges etc.
- 5.7** 5G FWA for Enterprise and other Entity Partner should have the capability to manufacture the telecom network equipment required to set up 5G FWA for Enterprise and other Entity or should have a sourcing agreement with the original OEM(s).
- 5.8** 5G FWA for Enterprise and other Entity Partner should have the capability to supply the devices to customer as per requirement of the customer.
- 5.9** 5G FWA for Enterprise and other Entity Partner will deploy application server/ technology/ software for integration of device with the application(s) of the customer. 5G FWA for Enterprise and other Entity Partner will ensure that all MIS and other reports, as required by Customer, BSNL and DoT/ TRAI are made available.
- 5.10** Partner shall conduct Infrastructure VAPT (Vulnerability Assessment and Penetration Testing), and get approval from designated BSNL personnel, before any active component is deployed in active use.
- 5.11** Partner shall provide integration with existing LIS (Lawful Interception system), IP Logger, LBS (Location based system), and other required systems to support regulatory requirements.
- 5.12** Partner shall be responsible for integration of independent Core with existing BSNL Billing and IN System and Core capability should be scalable.
- 5.13** Partner shall provide capacity and coverage management till 1KM including expansion of coverage/ capacity through deploying more network elements/nodes and maintain network SLA and QoS as per TRAI benchmark and agreed SLA thresholds.
- 5.14** Partner shall be responsible for installation of CPE devices at customer premises, regular maintenance, and complaints handling. The cost of device(s) deployed at customer premises are recommended to be borne by the customer.
- 5.15** Partner shall provide 5G SA network deployment plan along with Solution document, space requirement, power requirement, air-conditioning requirement etc. in advance

to BSNL.

- 5.16** Partner will be responsible for implementation and integration of Network Operation Centre (NOC) for respective 5G network elements including RAN nodes, along with IT & Security Hardware & Software Infrastructure, including but not limited to Compute (Server), Storage, Network (Switch, vRouter), Security (NGFW with IPS), Firewall, Harden OS, Virtualization and Containerization Orchestration Platform along with UPS and Air conditioners in Smart RACK.
- 5.17** Partner shall ensure that NOC has end-to-end network management capabilities. This includes but not limited to, capability for network surveillance, fault management, incident handling, CPE performance statistics improvement, RCA capability, Tools for end user experience monitoring, configuration management and provisioning, zero touch network integration, trouble ticket management, deployment acceptance testing, and program management.
- 5.18** Besides network operation and maintenance, partner shall support resolution of technical issues, addressing network incidents, configuration, provisioning, and resolving subscriber complaints within the TAT defined by BSNL. 5G network performance to be maintained as per industry standard and network performance SLA defined by BSNL
- 5.19** BSNL shall be given direct access to system for getting required reports in terms of all network metrics and performing various checks on the system.
- 5.20** 5G RAN Node should be capable of multi user beam forming to cater higher traffic demand

6 Model:

The entities empanelled under this policy guidelines by various BSNL's Circles are known as 5G FWA for Enterprise and other Entity Partner. It is a revenue share model on non-exclusive basis for PAN INDIA 5G FWA for Enterprise and other Entity Service wherein the partner will provide 5G RAN, EDGE CORE, RADIO access nodes (BBU & RRH /MMUs) antenna and cables etc whereas BSNL will provide infra, power supply, backhaul internet connectivity and 5G spectrum at its existing premises like Telephone Exchange, BTS site etc. The billing to the Enterprise Customers will be done by BSNL and revenue will be shared between BSNL & partner.

7 BSNL Roles and Responsibility:

- 7.1** Once empanelled by any circle, the 5G FWA for Enterprise and other Entity Partner will be authorized to provide services in the respective circle.
- 7.2** Radio planning in the LSA/ Cluster will be done by BSNL keeping in view the Enterprise business opportunity in the circle.
- 7.3** BSNL need to assure that the 5G FWA for Enterprise and other Entity Partner shall comply with all applicable norms and directions issued from time to time by the

Regulator (TRAI) or the Licensor (DOT) or Govt of India.

7.4 BSNL will provide space power, infra BSNL tower and space, backhaul IP connectivity, spectrum and ILL bandwidth etc wherever technically feasible and available. Additional tower locations partner will have to build or rent IP towers with power backup and deploy backhaul through alternate media from nearby BSNL fiber POP locations.

7.5 BSNL will raise bills to the Enterprise customers and the service will be only sold under BSNL brand name.

7.6 Revenue from 5G FWA will be booked on 50:50 basis for both Enterprise and CM vertical Heads.

8 Partners Roles and Responsibility:

5G FWA for Enterprise and other Entity Partner should be able to design 5G FWA for Enterprise and other Entity network as per the terms in this policy. The partner will be providing customer access network on 5G technology from customer premises to nearest BSNL/ Non BSNL POP. Partner will design, supply deploy and monitor 5G Radio access equipment which will includes Edge CORE Physical or Virtual, gNode B, FWA, connectors, CPRI cables etc and Partners Roles and Responsibilities areas under:

- 8.1** Deployment, operation, and maintenance of the Edge CORE, 5G RAN, including installation of radio base stations (gNBs), antennas, and associated hardware.
- 8.2** Ensure network coverage and capacity to meet enterprise customer demands.
- 8.3** Perform regular upgrades and optimization of the RAN infrastructure to ensure compliance with the latest technological standards.
- 8.4** Supply and deploy the required Customer Premises Equipment (CPE).
- 8.5** Perform the installation, configuration, and commissioning of the CPE at the customer premises.
- 8.6** Ensure that the equipment complies with BSNL's standards for interoperability, security, and quality.
- 8.7** Proactively monitor and address any security vulnerabilities to safeguard against cyber threats.
- 8.8** Work closely with BSNL to understand enterprise customers' requirements and tailor solutions to meet their specific needs.
- 8.9** Provide on-site support during service commissioning and address customer queries in coordination with BSNL.
- 8.10** Optimize the network to achieve maximum coverage, throughput, and service reliability in alignment with BSNL's enterprise customer requirements.
- 8.11** Provide end-to-end technical support to ensure uninterrupted service delivery.
- 8.12** Actively promote and market 5G FWA for Enterprise and other Entity services in the

designated regions to enterprise customers.

8.13 Sign a Non-Disclosure Undertaking (NDU) to ensure the confidentiality of customer data and BSNL's proprietary information.

8.14 Comply with all applicable norms and directions issued by regulatory authorities such as the DoT and TRAI.

9 Directions/Guidelines from Licensor/regulator or Any Govt. statutory body:

9.1 In accordance with DOT guidelines, any directions of DOT there under, BSNL shall have the right to direct, to warn, to penalize the company or terminate the Agreement after considering any report of conduct or antecedents detrimental to the security of the nation. The decision of BSNL in this regard in accordance with such DOT directions shall be final and binding and in any case the company shall bear all liabilities in the matter and keep BSNL informed for all claims, cost, charges or damages in this respect.

9.2 In accordance of DOT guidelines the company shall have provision for lawful interception for VAS which are being provided to BSNL subscribers using data. Further, any new Value Added Services should be added/ commissioned in the network only after having confirmed the provisioning of appropriate monitoring facilities for the same.

9.3 BSNL shall be solely responsible for all commercial functions of bill issue and its collection for the telecom services provided to customers under this Policy. The services shall be billed as part of telecom services provided by BSNL. The bills will be raised and collected by BSNL from the subscribers.

10 Commercial Terms & Conditions:

10.1. The period of non-exclusive agreement shall be 60 months, which can be further extended as per the requirements of BSNL and Partner.

10.2. The invoicing to the customer will be done by BSNL as per 5G FWA for Enterprise and other Entity Services Plans offered. The revenue generated will be distributed between BSNL and 5G FWA for Enterprise and other Entity Partner in the following manner. However, the revenue share payable to the partner on realized amount after deducting applicable govt. levy and statutory charges:

S.No.	Monthly Revenue (In Rs.)	Revenue Share
1.	<35 Lacks	Partner: BSNL = 70:30
2.	35-50 Lacks	Partner: BSNL = 60:40
3.	>50 Lacks	Partner: BSNL = 50:50
4.	>1 Cr	Partner: BSNL= 30:70

10.3. BSNL may introduce special tariff plan etc. in consultation with Partner and offer to customer.

- 10.4. BSNL reserves the right to vary the revenue share depending on many factors such as, quantum of spectrum and band, commercial activities, geographical area, potential business activities and other commercial and/or administrative reasons.

11 Performance Bank Guarantee (PBG):

- 11.1 In case of requirement of submission of the Performance Bank Guarantee to the Enterprise customer, 5G FWA for Enterprise and other Entity Partner will be asked to submit the same to BSNL as a back to back arrangement.
- 11.2 5G FWA for Enterprise and other Entity Partner will submit Bank Guarantee of Rs 15 Lakh to BSNL at the time of signing of agreement. The 5G FWA for Enterprise and other Entity Partner will be jointly and severally responsible for all the activities as defined under agreement. PBG shall be valid for the agreement period + 6 months from the date of signing of agreement. BSNL shall reserve the right to encash the PBG in case 5G FWA for Enterprise and other Entity Partner in case of breach of terms and conditions of the agreement.

12 Allocation of Spectrum for 5G FWA for Enterprise and other Entity:

- 12.1 The access spectrum allocated to BSNL for IMT Services will be used for establishing 5G FWA for Enterprise and other Entity.
- 12.2 The spectrum band to be allocated for 5G FWA for Enterprise and other Entity will be decided considering the following criteria:
- 12.3 The access spectrum band allocated to BSNL in given LSA.
- 12.4 BSNL existing RAN and plans for the launch of 5G FWA for Enterprise and other Entity in that particular geographical area.
- 12.5 For conducting POC, BSNL may also request DoT for allocation of test spectrum
- 12.6 The quantum of the spectrum to be allocated will be considered based on the requirements of the 5G FWA for Enterprise and other Entity.
- 12.7 While selecting the band and the quantum of the spectrum, the continuity of the exiting BSNL public services and the plans to launch public services will be given priority.

13 Sovereignty & Indemnification

In cases where the 5G FWA partner is found violating the extant, policies /rules/guidelines, EB policies or security directions of DoT, MIB, TRAI or any other Government/regulatory body, BSNL reserves the right to take appropriate civil/criminal remedy/action including termination of the agreement along with the forfeiture of BG.

14 Confidentiality:

Empanelment partner will maintain confidentiality and in no case any information be circulated in public which may lead to affect BSNL brands name or Business.

15 LEGAL AND OPERATIONAL ASPECTS

- a) The jurisdiction for the specific project will be the territorial Circle where the empanelment is made.

- b) The 5G FWA Partner will ensure compliance with all applicable laws, including employment laws for its staff, and indemnify BSNL against any related liabilities.
- c) The 5G FWA Partner is responsible for ensuring the safety, security, and compliance of all operations related to service.
- d) The 5G FWA Partner will not share customer data with any other entity.
- e) The 5G FWA Partner will use legal licensed software/website to do digital marketing.
- f) BSNL reserves the right to create new categories of 5G FWA Partners, empanel additional partners.
- g) In cases where customer requirements demand more stringent measures, BSNL may override standard terms and conditions.
- h) The 5G FWA Partner must resolve any customer grievances in a timely and amicable manner.

16 Force- Majeure:

If at any time, during the continuance, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the 5G FWA PARTNER, fire, floods, natural calamities or any act of God (hereinafter referred to as event), provided notice of happenings of any such event is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the agreement, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided Service under the agreement shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. The decision of BSNL as to whether the service may be resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive. However, the Force-majeure events noted above will not in any way cause extension in the period of the agreement.

17 COURT JURISDICTION

- Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at the place from where the EOI has been issued.
- Where a contractor has not agreed to arbitration, the dispute/claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under. "This Contract/ PO is subject to jurisdiction of Court at Kolkata only".

18 **Submission of application for empanelment and business proposals**

All applications for empanelment and business proposals will be submitted to respective Circle during the working hours, only as detailed below.

Designation of the officer: AGM(EB-I)

Shri Arvind Kumar Shukla, AGM(EB-I),CTD

4th Floor, Telephone Bhawan,

34, BBD Bag, Kolkata-700001

Contact No.: 9433000303

Email ID: aksh@bsnl.co.in

For any query/ clarification applicant may contact to as above.

Annexure-A
Applicant's Profile
(To be filled in and submitted by the Applicant)

A) Applicant's Profile

1. Name of the Individual/ Firm:
2. Present Correspondence Address:.....
3. Telephone No.....Mobile No.....Fax No.....
Address of Place of work.....
.....Telephone No.....Mobile No.....Fax No.....
4. State the Type of Firm: Sole proprietor-ship/ Partnership firm / Private Limited Company / Public Limited Company: (Tick the correct choice)
5. GST No of company/ Firm :
6. Name of the Sole Proprietor/ Partners/ Director(s) of Pvt. Ltd Co .:

S. No	Name of Proprietor/ Partners/ Directors	Designation	PAN	DIN (Applicable for Directors)	Mobile No.

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ Private Ltd Company):

Place.....

Signature of Applicant

Date

Name of Applicant

Annexure-B
Undertaking and Declaration

EOI NO.: KOLTD-12/15(11)/4/2025-EB(II) KOL TD
For understanding the terms & condition of EOI & Scope of work

Dated: .05.2025

a) Certified that:

1. I/ We have read, understood and agree with all the terms and conditions, specifications and agreement included in the EoI.
2. If I/ We fail to enter into the agreement & fail to deliver the business, the Performance Bank Guarantee deposited by us will stand forfeited to the BSNL.

b) The Applicant hereby covenants and declares that:

1. All the information, documents, photo copies of the documents/ certificates enclosed along with the EoI offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to terminate the agreement for empanelment of the Service providers and forfeit the PBG / Bill amount pending with BSNL. In addition, BSNL may debar the applicant from participation in its future EoI/ tenders.

Date:.....

Place:

Signature of Applicant.....

Name of Applicant

Along with date & Seal

Annexure-C
PROFORMA FOR PBG

To

The CGMT,
Kolkata Telecom Circle,
Kolkata.

In consideration of the BSNL having agreed to sign an agreement with M/s (hereinafter called '**5G FWA Partner** ') to provide Internet Lease Line on 5G Wireless Network as per the agreement No.(hereinafter called 'the said agreement') on the terms and conditions contained in the said agreement, which inter-alia provides for production of a Bank Guarantee to the extent of Rs.....(In words) for the service by way of security for the due observance and performance of the terms and conditions of the said agreement.

We (Indicate the name and address and other particulars of the Bank) (hereinafter referred to as 'the Bank') at the request of **5G FWA Partner** hereby irrevocably and unconditionally guarantee to BSNL that **5G FWA Partner** shall render all necessary and efficient services which may be required to be rendered by **5G FWA Partner** in connection with and/or for the performance of the said **5G FWA Partner** and further guarantees that the service which shall be provided by **5G FWA Partner** under the said agreement, shall be actually performed in accordance with terms & conditions of **5G FWA Partner** to the satisfaction of the BSNL.

2. We, the Bank, hereby undertake to pay BSNL an amount not exceeding Rs. (Rs. only) against any loss or damage caused to or suffered or would be caused to or suffered by BSNL by reason of any breach by the said **5G FWA Partner** of any of the terms and conditions contained in the said agreement including failure to extend the validity of this guarantee or to give a fresh guarantee in lieu of the existing one.
3. We, the Bank hereby, in pursuance of the terms of the said agreement, absolutely, irrevocably and unconditionally guarantee as primary obligor and not merely as surety the payment of an amount of Rs.____ (Rupees ____Only) to the BSNL to secure due and faithful performance by **5G FWA Partner** of all his/their obligations under the said agreement.
4. We, the Bank hereby also undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the BSNL by reason of breach by the said **5G FWA Partner** of any of the terms or conditions contained in the said agreement or by reason of **5G FWA Partner's** failure to perform any of it's obligations under the said agreement."
5. We, the Bank, hereby agree that the decision of the BSNL as to whether **5G FWA Partner** has failed to or neglected to perform or discharge his duties and obligations as aforesaid and/or whether the service is free from deficiencies and defects and is in accordance with or not of the terms & conditions of the said agreement and as to the amount payable to the BSNL by the Bank hereunder shall be final and binding on the Bank.

WE, THE BANK, DO HEREBY DECLARE AND AGREE that:

- (a) the Guarantee herein contained shall remain in full force and effect for a period of one and

half years from the date hereof and that it shall continue to be enforceable till all the dues of the BSNL and by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL satisfies that the terms and conditions of the said agreement have been fully and properly carried out by the said **5G FWA Partner** and accordingly discharged this guarantee.

- (b) The BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance of any obligations by the said **5G FWA Partner** from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said **5G FWA Partner** and to forbear or to enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation or extension being granted to the said **5G FWA Partner** or forbearance act or omission on the part of the BSNL or any indulgence by the BSNL to the said **5G FWA Partner** or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
 - (c) Any claim which we have against **5G FWA Partner** shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of the BSNL exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of us hereunder remains owing and outstanding.
 - (d) This Guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by **5G FWA Partner**.
 - (e) We the BANK undertake not to revoke this Guarantee during its currency except with the previous consent of the BSNL in writing.
6. Notwithstanding anything contained above, our liability, under the Guarantee shall be restricted to Rs. and our Guarantee shall remain in force until **years and Six months** from the date hereof. Unless a demand or claim under this Guarantee is made on us in writing within this date i.e. all your rights under the Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

DateDay..... For (Name of Bank)

In the presence of Witnesses:

Signature

Name

Occupation

Address

Place

DATE

Signature

Name

Occupation

Address

Place

DATE