

**"INVITATION FOR BUSINESS
PARTNERSHIP WITH
Radio Broadband Service Partners
(RBSP) for provisioning of Bharat
Air Fibre Services"**

Bharat Sanchar Nigam Limited, A government of India Enterprise, having its Registered & Corporate Office at Bharat Sanchar Bhavan, Harish Chandra Mathur Lane, Janpath, New Delhi-110 001 is looking for Radio Broadband Service Partners (RBSP) for providing Broadband/Voice services in unlicensed radio spectrum on revenue share basis in BSNL UP (East) Circle.

The RBSP shall provide Broadband/voice service on last mile access over Radio frequency technology on the unlicensed band wherein RF base station and associated equipments shall be deployed & managed by partner with CAPEX & OPEX on their part on non-exclusive basis.

Any registered/partnership/proprietorship firm/Society including existing Telecom Infrastructure Provider (TIP) having turn over mentioned in eligibility criterion (point No 5 of sample agreement attached herewith) and who wish to operate in UP (East) Circle, are welcome to be part of this venture on revenue share basis.

This proposed partnership between BSNL & Radio Broadband Service Providers (or RBSP) is being targeted towards delivery of BSNL Broadband/Voice Services on last mile access over radio frequency technology to the customers in existing and upcoming residential/commercial complexes and all other parts of rural and urban areas with the help of RBSP on mutually agreed revenue share basis.

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

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

SSA	NAMES/SHRI	Code	Office	FAX	Email	
P/GENERAL MANAGER	ALLAHABAD	K. P. SINGH, GMTD	0532	2624300	2622777	gmtald_upe@bsnl.co.in
	FAIZABAD	PRABHANSH YADAV, PGMTD	05278	228000	227500	gmtdfzb@bsnl.co.in
	GORAKHPUR	BIDYANAND, GMTD	0551	2363600	2360000	pgmtdgkp@gmail.com
	JHANSI	J.L GAUTAM	0510	2450666	2444999	gmt djhansiupe@gmail.com
	KANPUR	MANISH KUMAR	0512	2361414	2311300	gmt dknep@bsnl.co.in
	LUCKNOW	KULDEEP KUMAR SINGH, GM(O)	0522	2200100	2202737	gmo.lucknowtd@gmail.com
	LUCKNOW	NEERAJ VERMA, PGMTD	0522	2620100	2620343	pgmtdlkw_upe@bsnl.co.in
	MIRZAPUR	RAMJI TEWARI, PGMTD	05442	222944	220666	ri.tiwari64166@gmail.com
	VARANASI	K.P. SINGH, PGMTD	0542	2222200	2225572	karuneshpratap@yahoo.com
	AZAMGARH	MOTI LAL, PGMTD	05462	228000	247001	bsnlazamgarh@gmail.com
	BASTI	BIDYANAND, GMTD	05542	283500	283655	gmt d basti@bsnl.co.in
	DEORIA	JAGDISH CHANDRA, GMTD	05568	240400	240600	gmdeoupeast@gmail.com
	FARRUKHABAD	RAMESH PRASAD, PGMTD	05442	222944	220666	gmt d fkb_upe@bsnl.co.in
	LAKHIMPUR	PRAMOD YADAV, GMTD	05872	256600	257766	tdmlakhimpur@gmail.com
	SULTANPUR	R. K. SRIVASTAVA, GMTD	05362	241200	227500	tdmsultanpur@gmail.com
TELECOM DISTRICT MANAGER	BARABANKI	SALIL KUMAR, TDM	05248	224000	224799	tdmbbk123@gmail.com
	BALLIA	R. S. PRAJAPATI, TDM	05498	220282	220687	tdmbli@gmail.com
	BANDA	Y.K SINGH, TDM	05192	221144	221155	tdmbanda1981@gmail.com
	BAHRAICH	RAVI ANAND, TDM	05252	236666	232394	bsnlbahraich@gmail.com
	FATEHPUR	P. C. RAWAT, TDM	05180	228444	228181	tdmftp@gmail.com
	GONDA	A. K. MAURYA, TDM	05262	232222	233333	tdmgda@gmail.com
	GAZIPUR	MANISH SONKAR, TDM	0548	2225888	2225777	tdmgzpsbsnl@gmail.com
	HARDAI	ALOK DIWEDI, TDM	05852	222000	223899	deplg.hdi@gmail.com
	HAMIRPUR	Y.K SINGH, TDM	05282	223800	223888	tdmhamirpurupe@gmail.com
	JAUNPUR	MAHAVEER SINGH, TDM	05452	265955	264243	tdmjnp@gmail.com
	MAU	S.B. YADAV, TDM	0547	2500900	2500666	tdmmau234@gmail.com
	ORAI	JAGESHWAR VERMA, TDM	05162	257303	252344	tdmoriupe@gmail.com
	PRATAPGARH	RAGHVENDRA KUMAR, TDM	05342	224000	222100	tdmptpsbsnl@gmail.com
	RAEBARELLI	S. P. SINGH, TDM	05162	257303	252344	tdmrblupe@gmail.com
	SHAHJAHANPUR	RAMESH CHANDRA SINGH, TDM	05842	229999	220000	tdmsin@gmail.com
SITAPUR	MUKESH KUMAR GUPTA, TDM	05862	244444	244000	tdmbsnlstp@gmail.com	
UNNAO	PRABODH KUMAR SHUKLA, TDM	0515	2824444	2823388	tdmuno1@gmail.com	

AGREEMENT WITH RADIO BROADBAND SERVICE PARTNERS (RBSP)

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

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

AND

M/s(hereinafter referred to as “Radio Broadband Service Partner” a company incorporated under the Companies Act 1956, or having its Registered Office -----
-----,
-----, represented by
.....

WHERE AS BSNL is in the business of providing the basic telephone services, Cellular Mobile Telephony Services (CMTS), Internet and Broadband Services and National Long Distance Services (NLDS) etc. in its licensed areas of operation in the geographical territory of India (except Mumbai & New Delhi)

AND

The RBSP/TIP is having an objective of providing Broadband /Voice services on last mile access over Radio Frequency Technology on unlicensed band.

Here Telecom Infrastructure Provider (TIP) Means “A company incorporated Under the company Act 1956, or Proprietorship/ Partnership firms having an objective of providing the Telecom services including existing cable operators, Firms working for OFC laying, Broadband Provisioning & Maintenance and other firms working in telecom field etc.

Whereas BSNL PGMTD/GMTD/TDM has approached
“M/s.....” Offering to provide the BSNL telecom services for the potential customers.

AND

WHEREAS M/s RBSP in the intention that potential Customer shall utilize the offer of BSNL PGMTD/GMTD/TDM based on the terms and conditions contained herein under.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the due observance and performance of all the terms & conditions of this agreement, the BSNL and RBSP / Telecom infrastructure provider agree to sign this agreement on non exclusive and revenue sharing basis to provide the BSNL telecom services.
2. RBSP / Telecom infrastructure provider agrees that the infrastructure provided by BSNL GMTD/TDM/TDE will be utilized for exclusively for BSNL services only.
3. RBSP/ Telecom infrastructure provider shall ensure the execution of services as per this agreement and continuance of the same by the future association / any other outside agency who may continue to maintain the telecom and other services in the residential complex / commercial complex for the entire agreement period.

4. Scope of the work:

- 4.1 To provide Broadband/voice service on last mile access over Radio frequency technology on the unlicensed band wherein RF base station and associated equipments shall be deployed & managed by partner with CAPEX & OPEX on their part on non-exclusive basis.
- 4.2 Partner shall design, build and operate the system to provide High Speed Broadband/voice Services through RF technology at its own cost. The offered FR technology & all equipments shall conform to international standards.
- 4.3 All broadband/voice services over RF unlicensed band shall be sold under the brand name of BSNL.
- 4.4 The areas to be allotted to RBSP shall be clearly defined. The decision of BSNL shall be binding and final in this respect.

5. Eligibility of the Radio Broadband Service Partners:

- i. Any registered/partnership/proprietorship firm/Society including existing Telecom Infra provider, having minimum turnover of Rs 10 Lakhs per year during the last three consecutive years shall be eligible.
- ii. One time Registration charges of Rs 5000/- + GST Extra in circle shall be taken at the time of registration.

6. Responsibility of Radio Broadband Service Partners

- i. RBSP (Radio Broadband Service Partners) shall be responsible for Supply, Deploy, Own and Operate all the hardware with CAPEX and OPEX on its part including but not limited to
 - a) RF Base Station along with Omni directional/unidirectional antenna (point to Multipoint), UPS, Power Supply, Signal booster, pole/mast, racks, Space, cabling, layer 2 switch, Management Software for checking health of various network element etc.
 - b) Equipment at Customer Premises (RF antenna and WIFI Router etc)
- ii. RBSP shall Build/extend the RF coverage at access location/premises.
- iii. RBSP shall be given space and power for installation of Radio equipment/antenna in BSNL building, roof tops & towers. The space & power as required shall be provided free of cost by BSNL subjected to technical feasibility and availability. However for AC operated equipment, UPS if deem fit will be responsibility of partner.

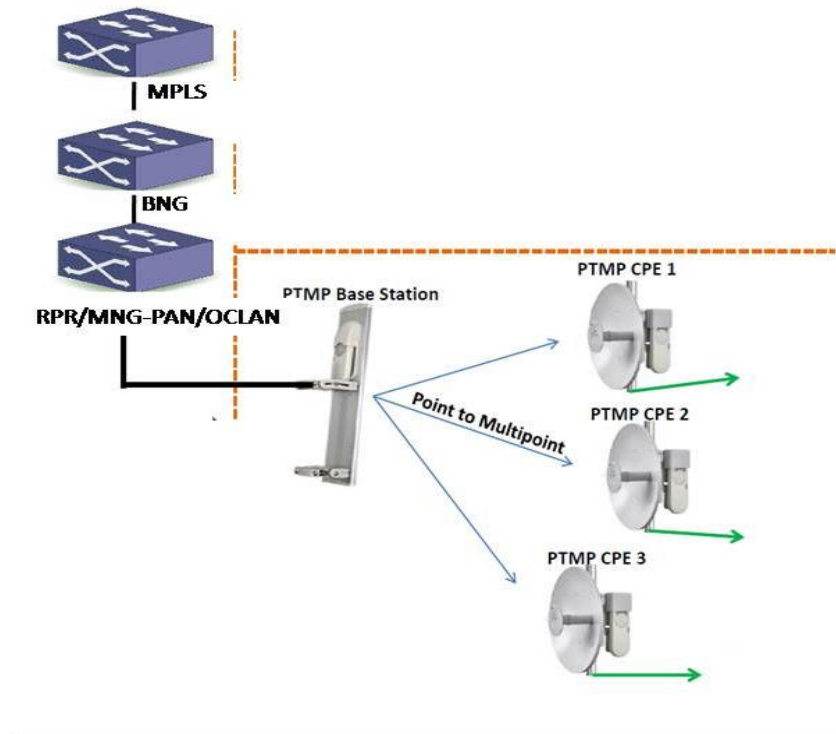
- iv. The RBSP shall setup his office/contact center within three months of registration.
- v. In case RBSP want to deploy RF base station/central equipments at premises other than owned by BSNL, the same shall also be permitted subject to the technical feasibility.
- vi. In case the RF base station is installed outside BSNL locations,, ROW (Right of Way) permissions and related charges, rental of space, Power/Power Back up etc if any for equipment shall be paid by RBSP Partner. RBSP shall be responsible for extending connectivity from nearest BSNL POP to their premises along with arrangement of necessary end equipments and bear expenditure for the same. BSNL shall provide internet/MPLS bandwidth free of cost to RBSP.
- vii. Customer Premises equipment such as RF receiver, RF Modem & other equipments including UPS, Power Supply, Signal booster, pole/mast, racks, Space cabling etc shall be responsibility of RBSP Partner.
- viii. Promotion and Marketing of services. – RBSP Partner shall pro-actively market the Broadband service educating the customer on the usage / benefits of the Service & BSNL tariff plants etc in consultation with BSNL.
- ix. The RBSP Partner shall carry-out formalities for Customer acquisition, assisting customers in filling up of CAF (customer acquisition form), and subscription of BSNL services by residents in a pro-active manner using FMS. The RBSP shall carryout required co-ordination with BSNL commercial / booking offices for completion of commercial formalities.
- x. The compatible customer premises equipment shall be supplied by the RBSP Partner to the customer directly. The cost of the CPE and Post sale obligation in respect of CPE shall rest with Partner.
- xi. However, for CPEs billed through BSNL to Govt. institutions and central/state government PSU, BSNL shall retain 10% as collection margin on the realized amount. BSNL shall pass-on remaining 90% amount to the partner against monthly invoices raised by bidder, after deduction of statutory levies/license fee etc. as applicable.
- xii. The RBSP Partner shall comply with all applicable laws, byelaws, rules, regulations, orders, directions, and notifications etc as per Law of the land and of Government / court / tribunals as may be required from time to time and cooperate with BSNL in meeting the requirement of the Govt.
- xiii. Compliance to all mandatory government of India regulations and security guidelines and providing information to Law Enforcement Agency (LEA)) etc will be responsibility of RBSP for details required by BSNL for ultimate compliance.

7. Responsibility of BSNL:

- i. BSNL shall provide central Billing & Authentication Platform {AAA server, Subscriber profile repository (LDAP of RDBMS, Policy Manager (SSSC) & Charging Gateway}. Each Subscriber would be authenticated by AAA server of BSNL.
- ii. RF base equipment (Managed LAN Switch /Server etc) of RBSP Partner shall be integrated with the SSSC of BSNL. BSNL shall facilitate the process.
- iii. RBSP shall be given space and power for installation of Radio equipment/antenna in BSNL buildings, roof tops & towers. The space & power as required shall be provided free of cost by BSNL subject to technical feasibility and availability.
- iv. Each Subscriber would be created in the BSNL Centralized Billing and Authentication System and Subscriber details would be available at the central AAA server, SSSC where RBSP base station equipment has been integrated.
- v. BSNL shall provide central Billing & Authentication Platform. Subscriber will be owned by BSNL. BSNL shall Maintain CAF of the customers.
- vi. BSNL shall provide the Call Centre Support.
- vii. To maintain the customer records as required by Licensor, Regulator and Law enforcing agencies.

- viii. To operate & maintain telecom equipments/network owned by BSNL.
- ix. Post sale obligation in respect of any device (Wi-Fi Router, Home Gateway, USB Wi-Fi adapter etc.) sold to customer directly by either party (i.e. BSNL or Bidder) shall rest with either party (who sold the device to the partner).

8. Typical Radio Modem Implementation shall be as per below architecture diagram –



9. Payment terms

- i. One time installation charges as per tariff plan shall be kept by BSNL.
- ii. BSNL shall not pay any amount, out of security deposit collected by BSNL from Bharat Air Fiber customers.
- iii. The payment to the partner shall be made online through Prepaid Wallet similar to FTTH wallet. Bill shall be collected using this wallet given by BSNL. Due amount payment settlements shall be done on monthly basis based on the bill collections done by partner and payments made by customer in BSNL customer Service Center.
- iv. RBSP need to mandatorily use Wallet for collection of bills issued by BSNL from customers and Franchisee Management System.
- v. RBSP shall receive upto 90% revenue share in the wallet in the form of “On The Fly” (OTF) commission after deduction of 5% TDS margin after payment of bill by the customer. RBSP to submit invoice for 100% amount including GST. The 10% withheld amount shall be settled after confirmation of satisfactory SLA by SSA, The amount settled through the invoice shall be credited into the wallet after adjusting OTF already given SLA & penalties.
- vi. BSNL shall impart necessary training to the Partners for integration with the Network and on marketing strategies and use of Franchisee Management System/pre pre Paid Wallet system etc.

- vii. Rebates and compensation given by courts/TRAI/any regulator body to the customers, due to service deficiency, if any, shall be deducted from the due payment to the channel partner.
- viii. Any discrepancy found in the payment settlement shall be mutually discussed and resolved. Balance of payments arising due to any reason shall be adjusted in future. In case of bill cancellation (due to wrong billing etc.) later, any excess payment made paid to RBSP shall be adjusted accordingly on quarterly basis.
- ix. Following SLA's for failure/disruption of the services are to be met by the partner.

Name of Parameter	Benchmarks	Averaged over a period	Penalty in case of non-adherence of benchmark
RF base station down time	Less than 8 hour on a cumulative basis in a calendar month	Per month	Rs.100/- per hour per AP

- x. The above penalties shall be applicable if the failure/disruption is due to the fault on part of the RBSP. RBSP shall not be penalized if the failure is due to fault on account of BSNL part.
- xi. In case of not meeting the SLA, penalty shall be applied and upper limit of penalty should be 10% of BWSP's monthly payment

10. Amount permissible to the BWSP partner:

10.1 RBSP shall be paid fixed amount for providing service under various plans as below:

S.N.	Tariff Plan with FMC (Excluding GST)	% Revenue Share to Channel Partner in 1st Year	%Revenue Share to Channel Partner in 2nd Year and thereafter
1	Rs.450/- to less than Rs.700	40%	35%
2	Rs. 700/- and Above		30%

- 10.2 There will be no additional revenue incentive for rural area.
- 10.3 The Maximum Revenue Share to the RBSP Channel Partner Per month per Customer is Capped at Rs.1000/- (which means for all plans higher than Rs. 2500/- (in 1st year) and Rs. 3300/- (from 2nd year and onwards), the revenue share to the partner will be maximum Rs. 1000/- only).
- 10.4 The fixed amount per connection shall be payable on the realized revenue (Including Fixed Monthly charges and usage)
- 10.5 Year 1 shall start from the day of signing of the agreement.

11. Duration of the contract period

- 11.1 Duration of Contract shall be 3 years from the date of award of work. After 1 year, the contract can be extended for 2 years on satisfactory service to customer
- 11.2 Renewal of extension of the agreement after 3 years period will be based on the performance of the RBSP and mutually negotiated terms & conditions for another 3 years (including commercial).
- 11.3 There shall be a lock in period of minimum 3 years for the bidder in order to ensure

maintenance unless BSNL terminates the contract, the bidder is bound to provide services for 3 years. The exit during lock in period shall carry penalty in terms of surrender of all the equipment to the BSNL at no cost.

12. Delivery of service

- 12.1 The RBSP shall launch the services & get functionally tested first RF location for functional acceptance by BSNL and declare "Launch of Services" within 3 months from the date of agreement with the RBSP.
- 12.2 The RBSP equipment shall be declared commissioned after Acceptance Testing by BSNL.

13. Bill issue & collection:

- a. BSNL shall be solely responsible for all commercial functions of bill issue and its collection for the telecom services provided to customers under this agreement. The services shall be billed as part of telecom services provided by BSNL. The bills will be raised and collected by BSNL from the subscribers.
- b. RBSP / Telecom infrastructure provider shall not charge any money from the customers. No additional services other than those contained within the scope of this agreement shall be provided to the customers of BSNL either free or for a cost without the written approval of BSNL.
- c. All deposits levied, including security deposits collected on account of CPE /STB /ONT provided by BSNL / registration amounts as decided by BSNL, shall be billed and collected by BSNL and no revenue share shall be payable to RBSP / Telecom infrastructure provider from such receipts.
- d. The terms and conditions of payments by customers shall be governed by BSNL's rules from time to time. The disconnection and resolution practice from payment defaulters shall be enforced.

14. Revenue share payment process:

- a. Revenue sharing shall be from fixed monthly rental only on revenue realized basis. (No usage charges shall be shared), **the revenue Share shall be applicable on the Overall Realized Revenue (i.e. including rental / FMC and Usage).**
- b. All the customers falling under the purview of this agreement shall be identified separately and the revenue share may be paid to the RBSP as per the terms & conditions of this agreement for such customers.
- c. The payment of revenue share to the RBSP will be made by BSNL by 28th of the following month in which the revenue is realized.
- d. The payment of revenue share shall be made to the RBSP after the deduction of applicable statutory levies which includes license fees payable by BSNL and / or taxes applicable from time to time, from the revenues accrued on account of provision of telecom services under the agreement. All such taxes / levies shall be a pass-through item and shall be billed to and collected from the customers and paid to the respective statutory bodies by BSNL, except such cases where liabilities arise on account of claims raised by concerned authorities in a post-facto manner, wherein such liability shall be shared in the same ratio as the revenue share for the respective services.
- e. Any discrepancy found would be mutually discussed and resolved. Balance of payments arising due to any reason shall be adjusted in future payments by BSNL.

15. General Conditions:

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

- b. This agreement is a confidential document. The RBSP shall not divulge any part of the agreement either through oral or written communication or through any other mode to any third party.
- c. This agreement shall not be amended or modified or altered or changed in any way except in writing and duly executed by the authorized representatives of each party.

16. Termination Of the agreement:

This agreement shall be terminated by giving a one months notice to the RBSP in case of

- i. Failure to Commission the equipment and /or execution of the work at all by the RBSP within 3 months from signing of agreement.
 - ii. Failure to perform any other obligations (S) under the Contract; and
 - iii. Equipment does not perform satisfactory in the field in accordance with the specifications.
 - iv. Failure to meet the SLAs parameters continuously for 3 months.
 - v. The agreement may also be terminated by mutual, written consent of the both parties by giving 3 months notice. On termination of agreement the customers shall continue to use the Telecom Services of BSNL, through commissioned equipment under the contract.
17. Leased line/MPLS VPN shall not be provided under this agreement. Instructions in this regard shall be issued separately.
18. Other terms and conditions of agreement shall be same as for FTTH Partners circulated by BSNL CO Vide letter no. 64-253/2017/NWQP-BB/FTTH dated 24.09.2018.

19. Severability

Should TRAI / DOT declare any part of this agreement unenforceable through direction/ order / regulation or if terms of license of BSNL are changed through any amendment or order of the Government, the parties will cooperate and take all appropriate steps to amend, modify or alter this agreement.

17. Compliance of Laws:

- 17.1 BSNL and RBSP shall perform their duties in strict compliance with all applicable laws in India along with rules and regulations of the duty constituted Govt. authorities in India and shall obtain all licenses, restrictions or other approval , if any, required by laws in India in connection with the services to be rendered hereunder.
- 17.2 Further, service provided to the customers shall be subject to Indian Telegraph Act 1885, TRAI directions and tariff circulars issued by BSNL Corporate Office.

18. Indemnification:

RBSP agrees to protect, defend, indemnify and hold harmless BSNL and its employees, officers, directors, agents or representatives room and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:

- (a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party; “or”
- (b) Any breach of the terms and conditions in this agreement by the RBSP;

19. Relationship:

Each party understands that it is an independently owned business entity and this agreement does not make it, its employees, associates or agents as employees, agents or legal representatives of the other party for any purpose whatsoever. Neither party has express or implied right or authority to assume or to undertake any obligation in respect of or on behalf of or in the name of the other party or to bind the other party in any manner. In case, any party, its employees, associates or agents hold out as employees, agents, or legal representatives of the other party, the former party shall forthwith upon demand make good any / all loss, cost, damage including consequential loss, suffered by the other party on this account.

20. CONFIDENTIALITY AND NON-DISCLOSURE:

- 20.1 All details, documents, data, applications, software, systems, papers, statements, business/customer information and BSNL's practices and trade secrets (hereinafter referred to as “Confidential Information”) which may be communicated to the RBSP and/or its employees shall be treated as absolutely confidential and the RBSP irrevocably agrees and undertakes and ensures that the RBSP and all its employees shall keep the same secret and confidential and not disclose the same, in whole or in the part of any person without the prior written permission of BSNL not shall use or allow to be used any information than as may be necessary for the due performance of the RBSP's obligation hereunder. The RBSP hereby specifically agrees to indemnify and keep BSNL indemnified safe and harmless at all times against all or any consequences arising out of any breach of this undertaking by the RBSP and/ or its employees and shall immediately, reimburse and pay to BSNL on demand all damages, theft, loss, cost, expenses or any changes that BSNL may suffer, incur or pay in connection therewith.
- 20.2 Take all necessary action to protect the confidential information against misuse, loss, destruction, deletion and/ or alteration.
- 20.3 Not to misuse or permit misuse directly or indirectly, commercially exploit the confidential information for economic or other benefit.
- 20.4 Not to make or retain any copies or record of any confidential information submitted by BSNL other than as may be required for the performance of the RBSP's obligation under this agreement.
- 20.5 Notify BSNL promptly of any unauthorized or improper use or disclosure of the information.
- 20.6 Return all the information, which is in the custody of the RBSP at the end of the specific assignment.
- 20.7 The RBSP hereby unconditionally agrees and undertakes that it shall not and that its personnel shall not disclose or publish the terms and conditions of this agreement or disclose the information submitted by BSNL under this agreement to any third party unless such disclosure is required by

21. ARBITRATION”

21.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CGM, UPE, BSNL or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CGM, UPE, BSNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CGM, UPE or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CGM, UPE or the said officer.

The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996 and subsequent Amendments/modifications. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CGM, UPE, BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

21.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

21.3 The venue of the arbitration proceeding shall be the office of the CGM, UPE, BSNL or such other places as the arbitrator may decide.

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

For BSNL _____

Witness -----

For “ RBSP/TIP -----

Witness -----