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**भारत संचार निगम लिमिटेड**  
(भारत सरकार का उपक्रम)  
**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)

ASCO-18/16(12)/39/2024-PLANNING JKT /01

Date: 28-06-2024

**EOI/  
Document  
for  
EMPANELMENT OF FTTH INFRASTRUCTURE PROVIDER (FIP) FOR PROVIDING  
FIBRE TO THE HOME (FTTH) SERVICES FOR HIGH SPEED INTERNET SERVICES IN  
THE STATE OF ASSAM**

Sl. No.	Critical Dates	Dates
1	EOI Submission start Date	28.06.2024
2	EOI Submission End Date	28.07.2024, 1.30 pm
3	EOI Opening date	28.07.2024, 3 pm

O/o the CGM, Assam  
BSNL Bhawan, 3<sup>rd</sup> Floor  
Panbazar, Guwahati-781001.  
Mail id [\\_agmcfaassam20@gmail.com](mailto:agmcfaassam20@gmail.com)  
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(भारत सरकार का उपक्रम)  
**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)

**NOTICE INVITING EOI FOR FTTH SERVICE IN ASSAM**

Sealed EOIs are invited by the Chief General Manager, BSNL, Assam, from eligible bidders for “Empanelment of FTTH Infrastructure Provider (FIP) for providing Fibre to the Home (FTTH) services for high speed internet services in Assam”.

1	Name of EOI	<b>Empanelment of FTTH Infrastructure Provider (FIP) for Providing Fibre to the Home(FTTH) services for high speed internet services in Assam</b>
2	EOI Submission start Date	28.06.2024
3	EOI Submission End Date	28.07.2024, 1.30 pm
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The EOI document may be downloaded from [www.assam.bsnl.co.in](http://www.assam.bsnl.co.in) and submitted to AGM (CFA-1), O/o the CGM, BSNL, Guwahati, Assam.

*RR Singh*

AGM (CFA-1)  
O/o the CGM, BSNL, Guwahati, Assam  
Email: [agmcfaassam20@gmail.com](mailto:agmcfaassam20@gmail.com)

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## **SECTION-I**

BSNL is providing unique opportunity through this Expression of Interest (EOI) to Builders, Resident Welfare Associations (RWAs), Telecom Infrastructure Providers (TIPs), FIP (FTTH Service Provider), Hotel owners, Hospitals, Trusts, Franchisees, DSA, System Integrators, DIDs Franchisees of BSNL, any Registered Company or Society, unemployed Engineer Graduates, Local Cable TV network Companies/ Firms (**herein after referred to as FTTH Infrastructure Providers or FIP in short**) for providing BSNL FTTH services in the existing and upcoming residential/commercial complexes on revenue sharing basis. The scheme is applicable for entire area of Assam Circle.

### **1. Terms and Conditions:**

- 1.1 Agreement under the above subject shall be applicable for FTTH services.
- 1.2 Revenue sharing shall be from the overall realized revenue (i.e. including rental/FMC (Fixed Monthly Charge) and usage, excluding Taxes).The detail revenue share model is given in subsequent paras.
- 1.3 All commercial documents viz. CAF etc. shall be collected by TIP and forwarded to BSNL, and all such customers shall be BSNL customers.
- 1.4 The FIP would be finalized Business Area wise and there is no limitation of number of FIP in a Business Area. The applicant may apply for any number of districts.
- 1.5 EOI will be valid for 180 days from date of last date of submission.
- 1.6 Documents required to be submitted:
  - i. Documentary proof to establish that the applicant is a Builder, Resident Welfare Association (RWA), Telecom Infrastructure Provider(TIP),FIP (FTTH Service Provider), Hotel owner, Hospital, Trust, Franchisee, DSA, System Integrator, DIDs Franchisee of BSNL, any Registered firm or Company or Society, unemployed Engineer Graduate, Local Cable TV network Company/ Firm.
  - ii. PAN Card
  - iii. Aadhaar Card

### **2. Eligibility Criteria:**

Builders, Resident Welfare Associations (RWAs), Telecom Infrastructure Providers (TIPs), FTTH Infrastructure Provider(FIP), Hotel owners, Hospitals, Trusts, Franchisees, DSA, System Integrators, DIDs Franchisees of BSNL, any Registered Company or Society, unemployed Engineer Graduates, Local Cable TV network Companies/ Firms, any registered firm are eligible to participate in the EOI.

### **3. BSNL Role and Responsibilities:**

Build/extend OFC network/alternate media for backhaul connectivity upto the nearest BSNL POP based on techno-commercial viability.

### **4. FIP Responsibilities**

4.1 To provide all FTTH equipment and cable like AOFC/OFC, OLTE, ONT, Splitter, etc. from BSNL POP to customer premises.

4.2 The compatible ONT shall be supplied by FIP to the customers directly and cost towards this shall not be considered for revenue share purpose. Any further post sale obligation in respect of ONT shall rest with FIP and not with BSNL. BSNL shall extend the bandwidth connectivity upto OLTE free of cost subject to techno-commercial viability. Hence, OLTE shall be installed by FIP with mutual consultation with BSNL.

FIP shall follow all the guidelines/rules/regulations of Govt. of India/DoT including TRAI parameters.

4.4 To do the wiring of cable inside the building up to one point inside the flat/shop/office and laying of connecting cable network in whole premises/complex connecting various buildings/towers for the telecom network point (Telecom Control room).

4.5 To maintain the OFC laid by the FIP

4.6 To provide the maintenance support to Telecom equipment supplied/installed by the FIP.

**5. Bill issue and collection:**

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

5.2 FIP shall not charge any money from the customers for BSNL services.

5.3 The terms and conditions of payments by customers shall be governed by BSNL's rules from time to time. The disconnections and dispute resolution rules/procedure practices from payment defaulters shall be enforced.

**6. Revenue share, payment and process:**

6.1 Revenue sharing and other payments will be chargeable on realized amount done by BSNL from its subscribers/Customers after deduction of applicable statutory levies.

6.2 All the customers falling under the purview of this agreement shall be identified separately and the revenue share may be paid to the FIP as per the terms and conditions of this agreement for such customers

6.3 The payment of revenue share to the FIP will be made by BSNL in the next month after actual receipt of the amount from the customers.

6.4 The payment of revenue share shall be made to the FIP on realized amount 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 realized on account of provision of FTTH 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 liabilities shall be shared in the same ratio as the revenue share for the respective services.

6.5 Any discrepancies found in payment of revenue share would be mutually discussed and resolved. Balance of payment arising due to any reason shall be adjusted in future payments by BSNL.

6.6 The sharable revenue is net of all statutory taxes & levies like license fee, GST, etc.

**7. Revenue Share /Tariff:**

7.1 Revenue sharing shall be as per Corporate Office letter no.64-253/2013- BB dated 14/2/2017 and any changes thereof :

The revenue share model will be as follows:  Business Model	Case I		Case II		Case III		Case IV	
	No existing telecom Infrastructure*		OFC Infrastructure available (laid by Builder/RWA/TIPO but not yet in use*		Full Telecom Infrastructure available and services already offered by different TSPs (Its M/s Radius like situation)*		Builders/RWAs/TIPs responsible for supply, Deploy, Own, Operate & Maintain the OLTEs, ONTs and all the Telecom Network infrastructure beyond OLTEs up to customer premises **	
Revenue share percentage	BSNL (Minimum)	Builders/R WAs/TIPs (Maximum)	BSNL (Minimum)	Builders/R WAs/TIPs (Maximum)	BSNL (Minimum)	Builders/R WAs/TIPs (Maximum)	BSNL (Minimum)	Builders/R WAs/TIPs (Maximum)
	92	8	80	20	75	25	50	50
<p>* Note: The revenue share as communicated above is applicable on the overall realized revenue (i.e. including rental/FMC &amp; Usage).</p> <p>** Note: The revenue share as communicated above is applicable on the overall realized revenue (i.e. including FMC &amp; Usage).</p> <p>OFC and other miscellaneous store shall be provided by BSNL in case I but laid by TIP inside complex to the customer interface.</p>								

7.2 For Bharatnet Revenue sharing shall be as per Corporate Office letter no.BSNL CO-NPBB/11(13)/2/2020 – NWP-BB-BSNL\_CO dated 27-04-2022 and any changes thereof.

Bharatnet Model	Revenue Share % (BSNL Partner)	Free of cost facility to partner as incentive for encouraging partner to provide service in Rural areas/rural exchange sites.	
		Spare dark Fiber to Partner up-to	Space and other facility for housing partner equipment in BSNL premises at GP location
CASE IIIA Bharat Net Rural	70:30	Partner splitter at rural site/exchange/Block HQ OLT premises/BSNL Exchange of BTS site.	As BSNL does not have any premises in the GP, hence not applicable. However if BSNL exchange or BTS premises in the GP is utilized , no charges for infra or electricity are to be levied.
CASE-IV Bharat Net Rural	50:50	Partner OLT (Cascaded OLT)/Block Hq OLT premises/BSNL Exchange or BTS	As BSNL does not have any premises in the GP, hence not applicable. Partner to install the OLT in GP by making its own arrangement. However if BSNL exchange in the GP is utilized, no charges for infra or electricity are to be levied.

7.3 All commercial works like customer agreement format shall be undertaken by BSNL and all customers shall be BSNL customers.

7.4 BSNL shall collect dues payable to it by the individual residents/Commercial complex occupants of buildings.

7.5 Shareable Revenue is net of all statutory Taxes & levies like License Fee, Service Tax etc.

**8. Infrastructure Charges :** Infrastructure charges shall be as per BSNL Corporate Office letter no. No: BSNLCO-NPBB/11(11)/2/2022-NWP-BB dated 29.01.2024 and any changes thereof . The Following charges shall be applicable as per new policy w.e.f 01-04-2024 4.

(i) Annual charges (payable in advance) for housing partner OLT at BSNL i. Rs 10,000/- (applicable GST extra) per OLTE per location in urban with 10% annual increment from 3rd years onwards.

(ii) Rs 5,000/-(applicable GST extra) per OLTE per location in rural areas with 10% annual increment from 3rd years onwards.

(iii) One time charges for connectivity, buildup and other equipment access charges (Non-refundable) of amount Rs 5,000 and Rs 2500/- plus applicable GST for urban and rural respectively, shall be deposited by partner in advance for new OLTs being installed in network.

The infra charges for partner OLT housing.at IP sites shall be as per the rates decided and agreed in agreement by the infra provider with BSNL. Partner shall deposit the amount in advance with 20% additional charges on rates agreed with infra provider as administrative and other charges.

**9. Period of agreement:** The agreement shall be valid for the period of 3 years from the date of signing and will be renewable thereafter on same/mutually agreed terms and conditions and duration.

**10. Termination of the Agreement:** The agreement may be terminated only by the mutually, written consent of the parties giving 60days' notice. Termination of the agreement shall be without prejudice to the accrued rights and liabilities of the parties on the date of termination. In case of non-performance by FIP, the agreement may be terminated by giving one month notice.

**11. 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.

**12. Compliance of laws**

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

### 13. Indemnification:

The parties agree to protect, defend, indemnify and hold harmless each other and their employees, officers, directors agents or representatives from and against any and all liabilities, damages, fines, penalties and cost (including legal costs and disbursements) arising from or relating to:

(a) Any breach of any statute, regulation, direction, orders or standards from any government body, agency, telecommunications operator or regulator applicable to such party; “or”

(b) Any breach of the terms and conditions in this agreement by the other party.

### 14. Relationship

Each party understand 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 representative 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 employee, agents, or legal representative 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.

### 15. ARBITRATION

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 **Chief General Manager, BSNL, Assam** or if this 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 **Chief General Manager, BSNL, Assam** the or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the **Chief General Manager, BSNL, Assam** or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the **Chief General Manager, BSNL, Assam** or the said officer. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or BSNL employee that he has to deal/dealt with the matter to which the agreement relates or that in the course of his duties as a Govt. Servant or BSNL employee he has expressed his views on all or any of the matters in dispute. The awards 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 **Chief General Manager, BSNL, Assam** 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 predecessor.

The arbitrator may from time to time with the consent of both parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration 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.

The venue of the arbitration proceeding shall be the office of the **Chief General Manager, BSNL, Assam** or such other places in Assam as the arbitrator may decide.

## SECTION-II

### Information and documents to be furnished by FIP applicants

#### 1. General information about FIP:

1. Name of Firm/Applicant	
2. Address	
3. EmailID	
4. Mobile Number	
5. PAN No	
6. Aadhaar Card No.	
7. Name of District where applicant is interested for providing FTTH service. (Any number of districts)	1. _____
	2. _____
	3. _____
	4. _____
	5. _____
	6. _____

#### 2. Documents required to be submitted:

- a) Documentary proof to establish that the applicants is a Builders, Resident Welfare Associations (RWAs), Telecom Infrastructure Providers (TIPs), FIP (FTTH Service Provider), Hotel owners, Hospitals, Trusts, Franchisees, DSA, System Integrators, DIDs Franchisees of BSNL, any Registered Company or Firm or Society, unemployed Engineer Graduates, Local Cable TV network Companies/ Firms.
- b) PAN Card
- c) Aadhaar Card

**SECTION-III  
FORMAT FOR AGREEMENT**

This agreement entered in to on this day of \_\_\_\_\_ 2024 by and between **BHARAT SANCHAR NIGAM LIMITED** (hereinafter referred to as “**BSNL**”), a company incorporated under the Companies Act 1956, having its registered Office and Corporate Office at Bharat Sanchar Bhawan, , New Delhi- 110001, represented by \_\_\_\_\_, on behalf of **Chief General Manager, BSNL, Assam-781001**.

And \_\_\_\_\_ (hereinafter referred to as FTTH Infrastructure Provider; or “FIP”), having its registered office at

\_\_\_\_\_ (herein after referred to as “FIP”), represented by Shri \_\_\_\_\_

WHEREAS BSNL is in the business of providing Basic Telephony services, Cellular Mobile Telephony Services (CMTS), Internet & Broadband services and National Long Distance Services (NLDS) in its licensed areas of operation in geographical territory of India.

AND \_\_\_\_\_ is engaged in providing \_\_\_\_\_

WHEREAS BSNL, has invited EOI for Empanelment of FTTH Infrastructure Provider (FIP) for providing Fibre to the Home (FTTH) services for high speed internet services in Assam vide EOI no. \_\_\_\_\_ Dated \_\_\_\_\_

AND WHEREAS, FIP has participated in the EOI and found eligible for empanelment as FTTH Infrastructure Provider (FIP) for providing Fibre to the Home (FTTH) services for high speed internet services in Assam.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In consideration of the due observance and performance of all the terms and conditions of this agreement, the BSNL and FIP agree to sign this agreement on non-exclusive and revenue sharing basis to provide the BSNL FTTH services in Assam.
2. **BSNL Role and Responsibilities:-**  
Build/extend OFC network/ alternate media for backhaul connectivity upto the nearest BSNL POP based on techno-commercial viability.
3. **FIP Responsibilities:-**
  - a. To provide all FTTH equipment and cable like AOFC/OFC, OLTE, ONT, Splitter, etc. from BSNL POP to customer premises.

b. The compatible ONT shall be supplied by FIP to the customers directly and cost towards this shall not be considered for revenue share purpose. Any further post sale obligation in respect of ONT shall rest with FIP and not with BSNL. BSNL shall extend the bandwidth connectivity upto OLTE free of cost subject to techno- commercial viability. Hence, OLTE shall be installed by FIP with mutual consultation with BSNL.

c. FIP shall follow all the guidelines/rules/regulation of Govt. of India/DoT including TRAI parameters.

d. To do the wiring of cable inside the building up to one point inside the flat/shop/office and laying of connecting cable network in whole premises/complex connecting various buildings/towers for the telecom network point (Telecom Control room).

e. To maintain the OFC laid by the FIP

f. To provide the maintenance support to Telecom equipment supplied/installed by the FIP.

#### **4. Bill issue and collection:-**

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

b. FIP shall not charge any money from the customers for BSNL services.

c. The terms and conditions of payments by customers shall be governed by BSNL's rules from time to time. The disconnections and dispute resolution rules/procedure practices from payment defaulters shall be enforced.

#### **5. Revenue share, payment and process:-**

Revenue sharing and other payments will be chargeable on realized amount done by BSNL from its subscribers/Customers after deduction of applicable statutory levies.

All the customers falling under the purview of this agreement shall be identified separately and the revenue share may be paid to the FIP as per the terms and conditions of this agreement for such customers

The payment of revenue share to the FIP will be made by BSNL in the next month after actual receipt of the amount from the customers.

The payment of revenue share shall be made to the FIP on realized amount 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 realized on account of provision of FTTH 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 liabilities shall be shared in the same ratio as the revenue share for the respective services.

Any discrepancies found in payment of revenue share would be mutually discussed and resolved. Balance of payment arising due to any reason shall be adjusted in future payments by BSNL.

The sharable revenue is net of all statutory taxes & levies like license fee, GST, etc.

## 6. Revenue Share /Tariff:

6.1 Revenue sharing shall be as per Corporate Office letter no.64-253/2013- BB dated 14/2/2017 and any changes thereof :

The revenue share model will be as follows:  Business Model	Case I		Case II		Case III		Case IV	
	No existing telecom Infrastructure *		OFC Infrastructure available (laid by Builder/RWA/TIPO but not yet in use*		Full Telecom Infrastructure available and services already offered by different TSPs (Its M/s Radius like situation)*		Builders/RWAs/TIPs responsible for supply, Deploy, Own, Operate & Maintain the OLTEs, ONTs and all the Telecom Network infrastructure beyond OLTEs up to customer premises **	
Revenue share percentage	BSNL (Minimum)	Builders/RWAs/TIPs (Maximum)	BSNL (Minimum)	Builders/RWAs/TIPs (Maximum)	BSNL (Minimum)	Builders/RWAs/TIPs (Maximum)	BSNL (Minimum)	Builders/RWAs/TIPs (Maximum)
	92	8	80	20	75	25	50	50
<p>* Note: The revenue share as communicated above is applicable on the overall realized revenue (i.e. including rental/FMC &amp; Usage).</p> <p>** Note: The revenue share as communicated above is applicable on the overall realized revenue (i.e. including FMC &amp; Usage).</p> <p>OFC and other miscellaneous store shall be provided by BSNL in case I but laid by TIP inside complex to the customer interface.</p>								

6.2 For Bharatnet Revenue sharing shall be as per Corporate Office letter no.BSNL CO-PBB/11 (13)/2/2020 –NWP-BB-BSNL\_CO dated 27-04-2022 and any changes thereof.

Bharatnet Model	Revenue Share %(BSNL Partner)	Free of cost facility to partner as incentive for encouraging partner to provide service in Rural areas/rural exchange sites.	
		Spare dark Fiber to Partner up-to	Space and other facility for housing partner equipment in BSNL premises at GP location
CASE IIIA Bharat Net Rural	70:30	Partner splitter at rural site/exchange/ Block HQ OLT premises/BSNL Exchange of BTS site.	As BSNL does not have any premises in the GP, hence not applicable. However if BSNL exchange or BTS premises in the GP is utilized , no charges for infra or electricity are to be levied.
CASE-IV Bharat Net Rural	50:50	Partner OLT (Cascaded OLT)/Block Hq OLT premises/BSNL Exchange or BTS	As BSNL does not have any premises in the GP, hence not applicable. Partner to install the OLT in GP by making its own arrangement. However if BSNL exchange in the GP is utilized, no charges for infra or electricity are to be levied.

6.3 All commercial works like customer agreement format shall be under taken by BSNL and all customers shall be BSNL customers.

6.4 BSNL shall collect dues payable to it by the individual residents/ Commercial complex occupants of buildings.

6.5 All charges/ revenue share/ commercials under this agreement are exclusive of taxes. Taxes will be charges extra as applicable.

## 7. Area of Operation (Name of District)(Any number of district)

a.
b.
c.
d.
e.
f.

**8. Period of agreement:** The agreement shall be valid for the period of 3 years from the date of signing and will be renewable thereafter on same/mutually agreed terms and conditions and duration.

**9. Termination of the Agreement:-**

The agreement may be terminated only by the mutually, written consent of the parties giving 60 days' notice. Termination of the agreement shall be without prejudice to the accrued rights and liabilities of the parties on the date of termination. In case of non-performance by FIP, the agreement may be terminated by giving one month notice.

**10. 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.

**11. Compliance of laws:-**

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

**12. Indemnification:-**

The parties agree to protect, defend, indemnify and hold harmless each other and their employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and cost (including legal costs and disbursements) arising from or relating to:

(a) Any breach of any statute, regulation, direction, orders or standards from any government body, agency, telecommunications operator or regulator applicable to such party; "or"

(b) Any breach of the terms and conditions in this agreement by the other party.

**13. Relationship:-**

Each party understand 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 representative 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 employee, agents, or legal representative 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.

**14. ARBITRATION**

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 **Chief General Manager, BSNL, Assam** or if this 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 **Chief General Manager, BSNL, Assam** the or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the **Chief General Manager, BSNL, Assam** or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the **Chief General Manager, BSNL, Assam** or the said officer. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or BSNL employee that he has to deal/dealt with the matter to which the agreement relates or that in the course of his duties as a Govt. Servant or BSNL employee he has expressed his views on all or any of the matters in dispute. The awards 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 **Chief General Manager, BSNL, Assam** 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 predecessor.

The arbitrator may from time to time with the consent of both



parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration 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.

The venue of the arbitration proceeding shall be the office of the **Chief General Manager, BSNL, Assam** or such other places in Assam 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

For FIP

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**Witness:-**

- 1.
- 2.

- 1.
- 2.