



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

No.KRLCO-17(20)/13/1/2020-BP-CFA/72 Dated at Trivandrum the 28-7-2021

**Expression of Interest for empanelment of PublicWi-Fi
Partners (PWP) for provisioning Wi-Fi service: Model-I**

BSNL is providing Telecommunications services to retail customers as well as large enterprise customers such as Government/private organizations, PSUs, MNCs, Educational Institutions, & other customers. There is large scope of business opportunity to provide Wi-Fi hotspot services for these customers. DoT has published framework and guidelines for registration under PM WANI for provisioning of Wi-Fi retail services. The Framework finalized by DoT can be referred from DoT website. The Wi-Fi policy has been made more flexible and lucrative for empanelment of Wi-Fi partners on revenue share basis and enormous potential in retail segment could be tapped.

BSNL has deployed Wi-Fi core system with main at Bangalore and DR at Pune. BSNL Corporate Office has instructed all the telecom circles to engage public Wi-Fi providers for providing Wi-Fi services to retail customers on revenue share basis under business model viz., Model-I for meeting the needs of end customers in a cost effective way.

BSNL, Kerala Circle hereby invites bids from registered/partnership/proprietorship firm/ Society including Telecom Infrastructure providers, FTTH/AIRFIBRE/Cluster partners for empanelment as Public Wi-Fi Partners (PWP) for provisioning of Wi-Fi services as per the enclosed policy document.

All other terms & conditions will be as per the attached policy document. Copy of the agreement to be signed by the PWP with BSNL is also enclosed with the EOI document.

Interested bidders are required to submit all the documents in a sealed envelope with "Expression of Interest for empanelment of Public Wi-Fi Partner(PWP) for provisioning of Wi- Fi services for retail customers" superscribed on the envelope. The envelope should be addressed to "THE AGM.....BA, O/o The General Manager,..... BA" and submitted during office hours.

The EOI is open ended and it shall be opened and evaluated within 30 working days on submission of the EOI. However, BSNL reserves the right to open EOI(s) as per requirement or reject any or all the applications (EOI received) or stop the EOI at any stage at its sole discretion without assigning any reason.

All the documents of the EOI should be sealed & signed by the bidder. Other documents are to be self-attested by the bidder.

Sd/-
AGM(NWP-CFA)
O/o CGMT, BSNL, TVM

Encl:

Wi-Fi architecture diagram- Model I

OPEN POLICY FOR PUBLIC Wi-Fi PARTNERS FOR RETAILS ERVICES

1. Retail Wi-Fi:

- i. Retail Wi-Fi Hotspots, called PDO (Public Data Office) in the proposed policy, in which users can walk-in and use the internet services by connecting to the Wi-Fi hotspots, shall be provisioned through the revenue share models listed below.
- ii. The hardware and services involved in the implementation of Wi-Fi Hotspot shall be rolled out through the business model, as detailed in section.

2. Models of Operation for Wi-Fi Services under Retail Plan.

- i. Business Partners on boarded under the Model-I shall be termed as “Public Wi-Fi Partners” (PWP) hereafter.
- ii. New partners in addition to existing partners/HSSPs viz M/s Quadgen and M/s GoIP shall be on-boarded, under this policy for providing retail services.
- iii. Considering the hardware and software investment involved, sales and marketing of WiFi services the business model is given below.

Model Name	Capex and Opex for Wi-Fi Core	Capex and Opex for Wi-Fi access point	Terminology of Wi-Fi Partner for Enterprise customer	Terminology for Retail Services	Sales and marketing of the Vouchers and level 1 mtce. of the Hotspot including housing & power under retail model
Model I	BSNL	BSNL	NA	PWP	PDO

- iv. Public Data Office PDO, is the acronym used for Retail Hotspot locations such as retail shops may be tea/coffee/ groceries where good number of foot-falls are involved.
- v. PDOs partners shall work in conjunction with PWP (in model 1 BSNL itself is PWP) as hardware and software enablement, sales/marketing of services, is primary responsibility of PWP only. BSNL will have revenue share arrangements with PWPs only. PWP shall in turn share revenue with PDO partners through their direct arrangements.

3. Broad level Roles and Responsibilities of BSNL and PWP in Model-I:

Name of the Model	BSNL	PWP/PDO
Model-I (BSNL with Core Support, Access Points and accessories support) for Retail Wifi Only	<ol style="list-style-type: none"> 1. Hotspot location equipments and spares like Access Point. 2. BSNL Core systems (Captive portal, AAA, charging platform, etc). 3. Support at BSNL Core and RPOP for configuration, O&M of the deployed equipment. 4. Lawful Interception & Monitoring and regulatory compliance 5. Revenue share arrangement settlement platform and commission for transactions. 6. Branding of the services 7. Front end responsibility as PDOA, in case of WANI retail services. 	<ol style="list-style-type: none"> 1. FTTH/AIRFIBRE/Cluster partner having good record of the Services may be PWP/PDO. 2. The equipment (access Point along with switch) shall be offered to Airfibre/FTTH/ Cluster Partners for installation, commissioning and O&M services. 3. Accessories such as routers/power injectors/ cables shall be given by Airfibre/ FTTH/ Cluster Partners for deployment of Wi-Fi Access point. 4. Promotion and marketing of services. Sales efforts for vouchers. 5. PWPs shall pro-actively market Wi-Fi services by educating the PDOs/ customer on the usage / benefits of the service & BSNL tariff plans etc. in consultation with BSNL.

4. Roles and responsibilities of PDOs:

- i. PDO shall be responsible for housing the Wi-Fi Equipment, providing housing & power, First level maintenance and sale of Recharge coupon /Voucher through mobile app.
- ii. PDOs shall be mandatorily asked by PWPs to install Back-Lit sign boards at PDO premises with BSNL logo so that presence is felt in the vicinity. Appropriate design for the same shall be issued by BSNL.

5. Selling of vouchers, Promotion & marketing for retail plans:

- i. PWPs shall provide vouchers to PDOs for selling through the mobile app. PWPs shall offer voucher denominations specific to geography and anticipated demand so as to tap market potential and generate leads. Vouchers to PDOs, shall be with the approval by BSNL.
- ii. Mobile app for sale of recharge vouchers shall be given by **BSNL** and PWPs shall enable PDO for easy sale of recharge vouchers and activation of subscribers for retail plan.

6. Last Mile Connectivity:

Plans	BW to Customer Premises	Connectivity Type	Charges for BW
Retail	BSNL shall extend till PDO premises	FTTH/Air Fiber	Monthly rental/plans to be paid by PDOs to BSNL

7. Revenue from the Services & Revenue share/Discounts for retail services:

7.1 Definition of revenue:

7.1.1 Retail Wi-Fi Services:

- i. For retail models, revenue shall be sale value of the Wi-Fi recharge wallet stock sold to the PWP, exclusive of GST.
- ii. Share of Wi-Fi recharge wallet stock to PWP shall be provided in terms of discounts on the wallet.
- iii. Commercial arrangement between PWP and PDOs under retail plans shall be decided by PWP based on level of enablement done by PWP to the PDO partner and BSNL will not have any role to play.

7.2 Following Revenue share shall be applicable:

Model Name	Revenue Share to the PWP in enterprise plans	Discounts provided to PWPs in retail plans
Model I	30%	30%

Revenue shares or discounts as above for Retail Wi-Fi Business are kept same as infrastructure and related services involved are the same.

7.3 Discounting Process Flow for Retail Business:

- i. The commercial arrangement with PWP in retail plan shall be on P2P basis (Principal to Principal), as done in C-top up wallet system.
- ii. PWPs will purchase the wallet balance in advance from BSNL.
- iii. The customer visiting the HOTSPOT of PDO will purchase a Wi-Fi Data pack. On Purchase of data pack using online channel, money will be received by the PWP and the PWP wallet will be deducted while in case of direct sale at PDO, money received from the customer is paid to PDO and the wallet will be deducted with an equal amount. The mechanism of invoice sale from PWP to PDO or customer will be handled by PWP only.
- iv. **Discounts** to PWP as per various models will be provided upfront at the time of wallet purchase.

8. Eligibility requirements:

8.1 Partners (PWPs) under Model I:

- i. Any registered/ partnership/ proprietorship firm/Society including existing Telecom Infra provider, having minimum turnover of Rs 2 lakhs per year during the last three consecutive years shall be eligible.
- ii. The registered/partnership/proprietorship firm/Society shall have worked with Telecom Service Provider(s)/ISP(s) for minimum 1 year.
- iii. Existing FTTH Franchisee/Franchisee/Cluster Partners with good record of providing FTTH connections/BSNL services shall be eligible to become Public Wi-Fi Partners (PWP). Registration charges shall be applicable.
- iv. Model I: One time Registration charges (non-refundable) of Rs.5,000/- (Five thousand rupees only) and applicable taxes shall be taken at the time of registration.

9. Duration of the Contract:

- i. 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.
- ii. Renewal or extension of the agreement after 3 years period will be based on the performance of the PWP.
- iii. There shall be lock in period of minimum 3 years for the PWP 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.

10. Termination of the Contract:

10.1 The agreement shall be terminated by giving a one month's notice to the PWP in case of:

- i. Failure to commission the equipment and/ or execution of the work at all by the PWP within 3 months from signing of agreement, excluding the cases where reasons for delay in the commission of equipment and/ or execution of works are attributed to BSNL.
- ii. Failure to perform any other obligation(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 (as per SLA agreement between BSNL and customer for enterprise business) continuously for 3 months.

10.2 BSNL may at any time terminate the Contract by giving written notice to PWP without compensation to PWP, if :

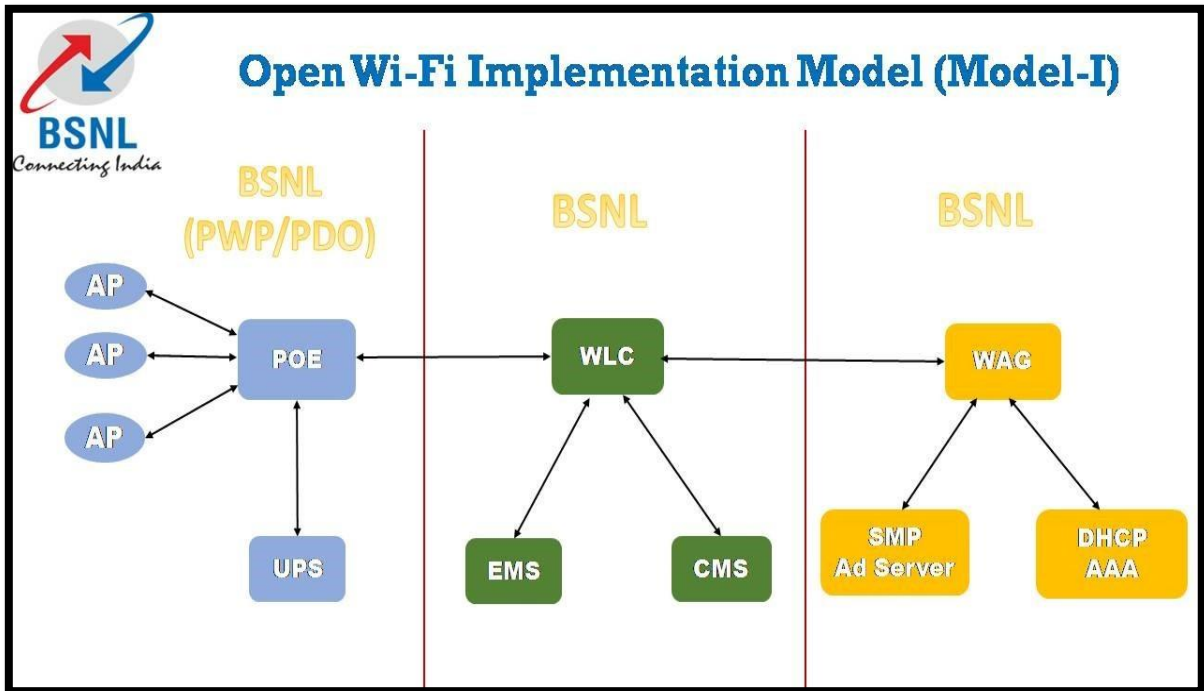
- i. PWP becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to BSNL.
- ii. There is a failure to meet the compliances as required by DOT/ Regulatory/ Lawful agencies.

10.2.1 In such termination BSNL shall take over the business, with all the Core equipment and access equipment (owned by PWP) at no cost to PWP.

10.3 The agreement may also be terminated by mutual, written consent of 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. However the entire business, i.e. customer services along with all equipments can be transferred to/from existing PWP to other eligible PWP of their mutual agreement, with fresh agreement with BSNL by new PWP by producing valid NOC from existing PWP.



Open Wi-Fi Implementation Model (Model-I)



Checklist of documents to be submitted for empanelment of Public Wi-Fi Partners (PWP) for provisioning of Wi-Fi services for retail Customers

Sl No.	Document particulars	Submitted
1	Copy of Eol document as given in "kerala.bsnl.co.in" website signed & sealed in each page.	YES/ NO
2	Clause by clause compliance of the Eol document for public Wi-Fi partner Empanelment.	YES/ NO
3	Proof of the bidder as registered/partnership/proprietorship firm/society/telecom Infrastructure provider/ FTTH/AIRFIBRE/Cluster partners with BSNL	YES/ NO
4	Proof of the bidder having minimum turnover of Rs 2laks per year during the last three consecutive years. Audited balance sheet and Profit and Loss Account may be submitted as proof of turnover.	YES/ NO
5	Proof of the bidder working with telecom service provider/ISPs for minimum 1 year.	YES/ NO

ENTERPRISE WIFI OPEN POLICY FOR PUBLIC WIFIPROVIDERS/PARTNERS (PWPs)

AGREEMENT

THIS Agreement entered into on thisday ofby and between:

BHARAT SANCHAR NIGAM LIMITED , a company incorporated under the Companies Act 1956, having its Registered Office and Corporate Office at Bharat Sanchar Bhawan, HC Mathur Lane, Janpath, New Delhi- 110 001 (hereinafter referred to as 'BSNL', which expression, unless repugnant to the context or meaning hereof, shall include its successors, administrators or permitted assignees), and represented by Shri..... General Manager Telecom District,Telecom Circle / Metro District, PIN

AND

M/s(hereinafter referred to as "PWP" -Public Wi-Fi Provider/Partner) a company incorporated under the Companies Act 1956, or Proprietary firm/ Partnership firm having its Registered Office at..... represented by.....

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) etc. in its licensed areas of operation in the geographical territory of India (except Mumbai & New Delhi).

AND

The PWP is having an objective of deployment of WiFi Hotspot service under retail Plan over BSNL network based on Wi-Fi Technology. Here Public Wi-Fi Providers/Partners (PWPs) means "A company incorporated under the company Act 1956, or Proprietorship/ Partnership firms having an objective of providing Wi-Fi service under retail plan.

Whereas BSNL..... has approached "M/s, " offering to provide the BSNL Telecom Services for the potential customers.

AND

WHEREAS M/s PWP in the intention that potential customers shall utilize the offer of BSNL 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 PWP agree to sign this agreement on non exclusive and revenue sharing basis to provide the BSNL telecom services.
2. PWP agrees that the infrastructure provided by BSNL will be utilized for exclusively for BSNL services only.
3. PWP 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. **Retail Wi-Fi:**
 - i. Retail Wi-Fi Hotspots, called PDO (Public Data Office) in the proposed policy, in which users can walk-in and use the internet services by connecting to the Wi-Fi hotspots, shall be provisioned through the revenue share model listed below.
 - ii. The hardware and services involved in the implementation of Wi-Fi Hotspot shall be rolled out through the business model, has detailed in section.
5. **Models of Operation for Wi-Fi Services under Retail Plan.**
 - i. Business Partners on boarded under the Model-I shall be termed as “Public Wi-Fi Partners” (PWP) hereafter.
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Model I	BSNL	BSNL	NA	PWP	PDO

- iv. Public Data Office PDO, is the acronym used for Retail Hotspot locations such as retail shops may be tea/coffee/ groceries where good number of foot-falls are involved.
- v. PDOs partners shall work in conjunction with PWP (in model 1 BSNL itself is PWP) as hardware and software enablement, sales/marketing of services, is primary responsibility of PWP only. BSNL will have revenue share arrangements with PWPs only.

PWP shall in turn share revenue with PDO partners through their direct arrangements.

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Plans	BW to Customer Premises	Connectivity Type	Charges for BW
Retail	BSNL shall extend till PDO premises	FTTH/Air Fiber	Monthly rental/plans to be paid by PDOs to BSNL

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- iii. Commercial arrangement between PWP and PDOs under retail plans shall be decided by PWP based on level of enablement done by PWP to the PDO partner and BSNL will not have any role to play.

10.2 Following Revenue share shall be applicable:

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- ii. PWPs will purchase the wallet balance in advance from BSNL.
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Data pack. On Purchase of data pack using online channel, money will be received by the PWP and the PWP wallet will be deducted while in case of direct sale at PDO, money received from the customer is paid to PDO and the wallet will be deducted with an equal amount. The mechanism of invoice sale from PWP to PDO or customer will be handled by PWP only.

- iv. **Discounts** to PWP as per the model will be provided upfront at the time of wallet purchase.

11. Eligibility requirements:

Partners (PWPs) under Model I:

- i. Any registered/partnership/proprietorship firm/Society including existing Telecom Infra provider, having minimum turnover of Rs 2 lakhs per year during the last three consecutive years shall be eligible.
- ii. The registered/partnership/proprietorship firm/Society shall have worked with Telecom Service Provider(s)/ISP(s) for minimum 1 year.
- iii. Existing FTTH Franchisee/Franchisee/Cluster Partners with good record of providing FTTH connections/BSNL services shall be eligible to become Public Wi-Fi Partners (PWP). Registration charges shall be applicable.
- iv. Model I: One time Registration charges (non- refundable) of Rs.5,000/- (Five thousand rupees only) and applicable taxes shall be taken at the time of registration.

12. Duration of the Contract:

- i. 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.
- ii. Renewal or extension of the agreement after 3 years period will be based on the performance of the PWP.
- iii. There shall be lock in period of minimum 3 years for the PWP 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.

13. Termination of the Contract:

13.1 The agreement shall be terminated by giving a one month's notice to the PWP in case of:

- i. Failure to commission the equipment and/ or execution of the work at all by the PWP within 3 months from signing of agreement, excluding the cases where reasons for delay in the commission of equipment and/ or execution of works are attributed to BSNL.
- ii. Failure to perform any other obligation(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 (as per SLA agreement between BSNL and customer for enterprise business) continuously for 3 month.

13.2 BSNL may at any time terminate the Contract by giving written notice to PWP without compensation to PWP, If :

- i. PWP becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to BSNL.
- ii. There is a failure to meet the compliances as required by DOT/ Regulatory/ Lawful agencies.

13.2.1 In such termination BSNL shall take over the business, with all the Core equipment and access equipment (owned by PWP) at no cost to PWP.

13.3 The agreement may also be terminated by mutual, written consent of 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. However the entire business, i.e. customer services along with all equipments can be transferred to from existing PWP to other eligible PWP of their mutual agreement, with fresh agreement with BSNL by new PWP by producing valid NOC from existing PWP.

14. Severability:

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.

15. Compliance of Laws and security:

BSNL and PWP shall perform their duties in strict compliance with all applicable laws in India along with rules and regulations of the duty constituted by 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. PWP, as a provider of Wi-Fi hotspot service on behalf of BSNL, shall abide by all the regulatory, statutory and licensing norms without any violations. Further, service provided to the customers shall be subject to Indian Telegraph Act 1885, TRAI directions and tariff circulars issued by BSNL Corporate office. Adequate security mechanism shall be provided in the Wi-Fi service equipment by the PWP, so as to prevent unauthorized access or interfaces to services, calls, protocols and data.

16. Indemnification:

PWP agrees to protect, defend, indemnify and hold harmless BSNL and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party; "or" any breach of the terms and conditions in this agreement by the PWP.

17. 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 expressed 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.

18. Confidentiality:

BSNL's bandwidth route and other network link details, document/data/softwares or part of them which BSNL may provide or PWP shall access, shall always be kept confidential, secured and protected.

The PWP shall take adequate and timely measure to ensure that the information provided through it as a part of this agreement shall be kept confidential secured and protected and shall not be divulged to any authorized person/firm.

BSNL shall terminate the agreement in case confidentiality as mentioned above is not maintained by the PWP. The decision of BSNL in this regard shall be final.

19. Force majeure:

Neither BSNL nor the PWP shall be liable to each other for any delay in or failure of performance of their respective obligation under the agreement caused by occurrences beyond the control of BSNL or the CUSTOMER including but not limited to fire (including failure or reductions), acts of God, acts of the public enemy, war, insurrections, riots, strikes, lockouts, sabotage, any law, statute or ordinance, thereof of any other local authority, or any compliance therewith or any other causes, contingencies of circumstances similar to the above. Either party shall promptly but not later than thirty days thereafter notify the other of the commencement, and cessation of such contingencies, and if such contingencies continue beyond three months, both parties agree upon the equitable solution for termination of this agreement or otherwise decided regarding course of action to be adopted.

20. Arbitration:

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives, or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually, the same shall be referred to Arbitration as per the provisions contained in The Arbitration and Conciliation Act, 1996 and the rules made there under or any statutory modification or re-enactment thereof or any rules made thereof.

The Venue of the arbitration proceeding shall be the office of theBA Headquarters or such other places as the arbitrator may decide."

General Conditions:

This agreement is applicable for Wi-Fi hotspot service to be provided by PWPs.

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.

This agreement shall be binding upon all respective successors of the parties.

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

Signed, sealed and delivered

Signed, sealed and delivered

By the within name

By the within name

BHARAT SANCHAR NIGAM LIMITED

Name of PWP

Represented by.....

Represented by.....

Through the hands of its authorized Signatory

Through the hands of its authorized Signatory:

In the presence of Witness:

In the presence of Witness:

- 1.
- 2.

- 1.
- 2.
