

"एमएसओ / एलसीओ के साथ व्यापार साझेदारी के लिए आमंत्रण"

भारत संचार निगम लिमिटेड, भारत सरकार का एक उद्यम है तथा इसका पंजीकृत कार्यालय भारत संचार भवन, हरीश चंद्र माथुर लेन, जनपथ, नई दिल्ली -110001 में है, उ.प्र.(पू) परिमंडल में व्यापार साझेदार (एमएसओ/एलसीओ) तलाश रहा है ताकि भावी साझेदारों द्वारा अंतिम छोर तक एफटीटीएच (ब्राडबैंड) लगाने हेतु बीएसएनएल ग्राहक आधार के विस्तार की संभावना का पता लगाया जा सके। ऐसे एमएसओ/एलसीओ जो उ.प्र.(पू) परिमंडल में कार्य करने के इच्छुक हैं, का राजस्व बंटवारे के आधार (रेवेन्यू शेयरिंग बेसिस) पर इस वेंचर का साझेदार बनने के लिए स्वागत है। बीएसएनएल जानता है कि एमएसओ/एलसीओ के पास पहिले से ही केबल टीवी का अपना ग्राहक आधार है। बीएसएनएल और एमएसओ/एलसीओ के मध्य इस प्रस्तावित साझेदारी का लक्ष्य आपसी सहमति के आधार द्वारा रेवेन्यू शेयरिंग बेसिस पर उनकी सहायता से इन केबल टीवी ग्राहकों तक बीएसएनएल एफटीटीएच ब्राडबैंड सेवा प्रदान करना है।

कृपया प्रस्तावित समझौते के नियम और शर्तों सहित अधिक जानकारी के लिए, निम्नलिखित कार्यालयों से संपर्क किया जा सकता है: -

1. परिमंडल कार्यालय: का. बीएसएनएल मु.म.प्र., उ.प्र. (पूर्व) दूरसंचार परिमंडल, पीएमजी परिसर, हजरतगंज, लखनऊ -226001 में परिमंडल, कार्यालय के (ऑपरेशन सेल)। आप ईमेल आईडी gmupenwo@gmail.com पर अपना मेल भी भेज सकते हैं।

2. बिजनेस एरिया / एसएसए हेड कार्यालय : इलाहाबाद / फैजाबाद- बाराबंकी, गोंडा / गोरखपुर/ बस्ती/ देवरिया-बलिया / झांसी- बांदा, हमीरपुर, उरई / कानपुर- फतेहपुर, उन्नाव / लखनऊ / मिर्जापुर / वाराणसी-गाजीपुर / फर्रुखाबाद- हरदोई, शाहजहांपुर/ लखीमपुर- बहराइच, सीतापुर / आजमगढ़/- जौनपुर, मऊ / सुल्तानपुर- प्रतापगढ़, रायबरेली ।

एसएसए	कोड	कार्यालय	फैक्स	ईमेल	
प्र/ महाप्रबंधक	इलाहाबाद	0532	2624300	2622777	gmdald_upe@bsnl.co.in
	आजमगढ़	05462	228000	247001	bsnlazmgarh@gmail.com
	बस्ती	05542	283500	283655	gmtdbasti@gmail.com
	फैजाबाद	05278	228000	227500	gmtdfzb@bsnl.co.in
	फर्रुखाबाद	05692	241002	240222	gmtdfkb_upe@bsnl.co.in
	गोरखपुर	0551	2363600	2360000	pgmtgdgkp@gmail.com
	झांसी	0510	2450666	2444999	gmtdjhansi@gmail.com
	कानपुर	0512	2361414	2311300	gmtknp@bsnl.co.in
	लखनऊ	0522	2620100	2620343	pgmtldlko2016@gmail.com
	मिर्जापुर	05442	222944	220666	rj.tiwari64166@gmail.com
	लखीमपुर	05872	256600	257766	tdmlakhimpur@gmail.com
	सुल्तानपुर	05362	241200	227500	tdmsultanpur@gmail.com
	वाराणसी	0542	2222200	2225572	karuneshpratap@yahoo.com
	दूरसंचार जिला प्रबंधक	बहराइच	05252	236666	232394
बलिया		05498	220282	220687	tdmbli@gmail.com
बांदा		05192	221144	221155	tdmbanda1981@gmail.com
बाराबंकी		05248	224000	224799	tdmbbk123@gmail.com
देवरिया		05568	240400	240600	gpt613@gmail.com
फतेहपुर		05180	228444	228181	tdmftp@gmail.com
गाजीपुर		0548	2225888	2225777	tdmgzpbsnl@gmail.com
गोंडा		05262	232222	233333	tdmgda@gmail.com
हमीरपुर		05282	223800	223888	tdmhamirpurupe@gmail.com
हरदोई		05852	222000	223899	singh.babulnath@gmail.com
जौनपुर		05452	265955	264243	tdmjnp@gmail.com
मऊ		0547	2500900	2500666	tdmmau234@gmail.com
ऊरई		05162	257303	252344	deoraibsnl@gmail.com
प्रतापगढ़		05342	224000	222100	tdmptg@gmail.com
रायबरेली		0535	2207000	2203800	tdmrblupe@gmail.com
शाहजहांपुर		05842	229999	220000	tdmsin@gmail.com
सीतापुर		05862	244444	244000	tdmstp.bsnl@gmail.com
उन्नाव		0515	2824444	2823388	tdmuno1@gmail.com

AGREEMENT

THIS Agreement entered into on this _____ day of _____ 20-- 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 Cooperate Office at Bharat Sanchar Bhawan, H.C. Mathur Lane, Janpath, New Delhi-110 001 represented by

AND

_____ (hereinafter referred to as "MSO (Multi System Operator)" a MSO registered under _____ (issued by ministry of information and broadcasting) 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) in its licensed areas of operation in the geographical territory of India.

AND the MSO is having an objective of developing, promoting Cable TV networks and providing and managing subscriber management system of Cable TV Content to "LCO(Local Cable Operator)" for further distributing Cable TV connections in residential/ commercial apartments. It is having an objective of providing the telecom services to the people using the residential/ commercial complexes in _____ SSA.

Whereas BSNL PGMTD/GMTD/TDM _____ has approached _____ offering to provide the BSNL telecom services of the residents of _____

AND WHEREAS _____ in the intention that the residents of the _____ SSA shall utilize the offer of BSNL _____ (SSA) have agreed to the proposal of BSNL _____ (SSA) based on the terms and conditions contained herein under.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. In consideration of the due observation and performance of all the terms and conditions of this agreement, the BSNL and MSO agree to sign this agreement on non-exclusive and revenue sharing basis to provide the BSNL Telecom Services.
2. MSO agrees that the infrastructure provided by BSNL _____ (SSA) will be utilized exclusively for BSNL Service only.
3. MSO 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. Case-IV: MSO is responsible for Supply, Deploy, Own, Operate, Maintain the OLTEs, ONTs and all the Telecom Network infrastructure beyond OLTEs up-to customer's premises.

4.1. BSNL responsibilities:

- a) To provide bandwidth at BSNL PoP for MSO to take it to their OLTEs locations. To build / extend the BSNL telecom network so as to ensure desired bandwidth availability to MSO.
- b) To provide the maintenance support to BSNL telecom equipments upto BSNL PoP.

4.2. MSO responsibilities:

- a) To extend the bandwidth connectivity upto OLTEs from BSNL PoP
- a)
- b) To lay overhead OFC from BSNL Exchange/BTS/PoP locations upto OLTE locations at its own cost with maintenance.
- c) To build / extend the OFC network inside the residential / commercial complex and interconnection of building through OFC within premises beyond OLTE location.

- d) To do the wiring of cable inside the building up to inside the flat / shop and laying of connecting cable network in whole premises / complex connecting various buildings / towers from the MSO telecom network point (OLTE location).
 - e) To provide connectivity between BSNL NoC and the Network operation center (NOC) builtup by MSO.
 - f) To maintain support to OFC laid by MSO.
 - g) To provide the maintenance support to telecom equipment supplied / installed by MSO.
 - h) MSO is responsible for supply, Deploy, Own, Operate & Maintain the OLTEs, ONTs and all the Telecom Network infrastructure beyond OLTEs up-to customer's premises. Space & power shall also be arranged by MSO for installation of OLTEs.
 - i) The compatible ONTs shall be supplied by MSO to the customers directly and cost towards this shall not be considered for revenue share purpose. Any further post sale obligation in respect of ONTs shall rest with MSO and not with BSNL.
 - j) MSO shall follow all the guidelines/Rules/regulations of Government of India/DOT including TRAI Parameters.
5. There shall be no other payment other than the revenue share to be paid to the MSO. All cost incurred on account of point no.4.2, is part of revenue share and shall not be charged extra from BSNL by MSO.

6. Bill issue & collection:

- 6.1.** BSNL shall be solely responsible for all commercial functions of bill issue and its collection from MSO 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 by BSNL and collected only by MSO from the subscribers. BSNL will create a group bill for all customers serviced through MSO, and this group bill be handed over to MSO. The bill will carry the individual invoices for each billing account of the group and a separate bill addressed to MSO[A] after adjustment of revenue share. MSO will collect the individual invoices from the customers and pay the amount of the bill[A] addressed to MSO. GST compliances will be ensured by BSNL & MSO for their respective parts, for the bills issued under this agreement.
- 6.2.** MSO 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.
- 6.3.** All deposits levied, including security deposits collected on account of CPE/STB/ONT if provided by BSNL / registration amounts as decided by BSNL, shall be billed and no revenue share shall be payable to MSO from such receipts.
- 6.4.** 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.
- 6.5.** MSO shall follow the revenue share payment procedure as intimated / modified time to time in this regard.

7. Revenue share payment process:

- 7.1.** Revenue sharing shall be from LL/BB/FTTH/VAS services only as per agreement.
- 7.2.** All the customers falling under the purview of this agreement shall be identified separately in BSNL customer records and the revenue share may be paid to the MSO as per the terms & conditions of this agreement for such customers.
- 7.3.** The payment of revenue share shall be made to the MSO provider 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.
- 7.4.** 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.

8. Tariff:-

- 8.1.** Revenue sharing shall be as given below:

Business Model	Case-IV
	MSO responsible for supply, Deploy, Own, Operate & Maintain the OLTEs, ONTs and all the Telecom Network

	infrastructure beyond OLTEs up-to-customer's premises	
	BSNL's Revenue Share	MSO Revenue Share
Revenue Share Ratio (in%)	#	#

#Revenue share shall be finalized after negotiation between BSNL and MSO.

8.2. All commercial works (CAF etc) shall be undertaken by BSNL and all customers shall be BSNL customers.

8.3. MSO shall collect dues payable to it by the individual residents / commercial complex occupants directly from such subscribers / residents.

8.4 Performance Bank Guarantee: NIL

9. General Condition:

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

9.2. This agreement is designed primarily for post-paid services, however, BSNL intends to launch prepaid services also under the same model. As and when such prepaid services are launched, suitable additions regarding workflow will be made to this agreement. Arbitration clause will also be reviewed accordingly upon launch of prepaid services.

9.3. This agreement is a confidential document. The MSO shall not divulge any part of the agreement either through oral or written communication for through any other mode to any third party.

9.4. 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.

9.5. Period of agreement: This agreement shall be valid from the period of 10 years from the date of signing and is renewable thereafter on similar / mutually agreed terms and conditions.

9.6. Termination of this agreement: This agreement may be terminated only by the mutually written consent of the parties giving 90 days notice. Notwithstanding any terms and conditions herein, this agreement may be terminated only by the mutually, written consent of the parties giving one month notice. Termination of the agreement shall be without prejudice to the accrued rights and liabilities of the parties at the date of termination. On termination of this agreement the telecom services may continue to be used by the residents as per applicable terms & conditions.

9.7. Severability

Should TRAI/DOT declare any part of the 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.

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

10. Compliance of laws:

BSNL and MSO shall perform their duties in strict compliance with all applicable laws in India along with the rules and regulations of the duly 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. Further service provided to the customers shall be subject to Indian Telegraph Act 1885, TRAI directions & Tariff circulars issued by BSNL Corporate Office.

11. Indemnification:

MSO agrees to protect, defend, indemnify and hold harmless BSNL and its employees, officers, directors, agents and representative room 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 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 MSO; "or"

12. 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, agent 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.

13. ARBITRATION

13.1. ARBITRATION (Applicable in case of supply orders/Contracts with firms, other than Public Sector Enterprise) (Not applicable in cases valuing less than Rs. 5 Lakhs)

13.1.1. Except as otherwise provided elsewhere in the contract, 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 as Arbitration as provided hereunder:

- i) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days' notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter, If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
- ii) The number of the arbitrators and the appointing authority will be as under:-

Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority
Above Rs.5 lakhs to Rs.5 crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL	BSNL (Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs.5 crores	3 Arbitrators	One arbitrator by each party and the 3 rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.

- iii) Neither party shall appoint its serving employee as arbitrator.
- iv) If any of the Arbitrators so appointed dies, resigns. Becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same: otherwise, he shall proceed de novo.
- v) Parties agree that neither party shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- vi) Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is upto Rs. 5 crores.

[29B. Fast track procedure-(1) Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may , at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section (3).

13.1.2. The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure ,may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.

13.1.3. The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-

- a) The arbitral tribunal shall decide the dispute on the basis of return pleadings, documents and submissions filed by the parties without oral hearing;
- b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;

- c) An oral hearing may be held ,if , all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
- d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.

13.1.4. The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.

13.1.5. If the award is not made within the period specified in sub-section (4), the provisions of sub-sections (3) to (9) of Section 29 A shall apply to the proceedings.

13.1.6. The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrators and the parties.]

13.1.7. The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and Counter Claims	Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)
UptoRs. 5 crores	Within 6 months (Fast Track procedure)
Above Rs.5 crores	Within 12 months

However, the above time limit can be extended by the Arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the Act.

13.1.8. In case of arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay, etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel / stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.

13.1.9. The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case may be).

13.1.10. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

13.2. ARBITRATION (Applicable in case of Contracts Pos, APOs, Tenders, EOIs etc between BSNL and Central / State Government(s) as the case may be in terms of DEP guidelines for settlement of commercial disputes between Public Sector Enterprises inter-se and Public Sector Enterprise(s) and Government Department(s) through Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises)

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively? The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

13.3. APPLICABLE LAW AND JURISDICTION

(a) The supply order of Goods 'or' Services, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force

and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed.

- (b) Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

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

For BSNL _____

Witness _____

For "MSO" _____