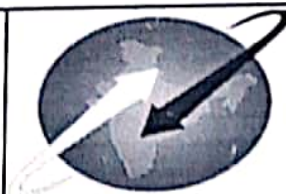


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BSNL
Connecting Bharat
Securely • Affordably • Reliably

No. BSNLCO-VAS2/11(11)/4/2020-VAS-CFA

Dated: 06th August' 2025

**Subject:- Amended Policy on provision of Data based OTT services through -
Intranet Fiber Live TV (IFTV) on non-exclusive basis.**

1. Background

Bharat Sanchar Nigam Limited (BSNL) currently offers GSM and PSTN services nationwide, except for the Delhi and Mumbai circles. It serves 90,770,010 prepaid and post-paid mobile users and 652903 PSTN subscribers. Additionally, BSNL has 4224398 FTTH users and 72492 broadband customers under various tariff plans. It is developing the network to provide the services in Delhi and Mumbai circles.

2. Objective of the Policy:

2.1 This policy is designed to establish a structured framework for BSNL's Intranet Fiber-based Live TV (IFTV) service, also called IPTV service in normal parlance. The objective is to invite content providers, media aggregators, and other media partners to deliver real-time video content through BSNL's network by empanelling themselves as IFTV Service Providers (IFTV SP). The goal is to enhance customer experience, expand service offerings, improve customer retention and increase revenue for BSNL. The service is targeted at BSNL's FTTH customers, offering live TV channels independent of data plans.

2.2 BSNL invites proposals from eligible companies, media aggregators, IFTV/IPTV SP, OTT/Content partners to provide video content as value-added services (VAS) on a non-exclusive basis. Companies selected through this process will enter into agreements with BSNL for providing IFTV/OTT and IPTV services. The primary objective is to improve customer retention, customer satisfaction and also generate additional revenue while maintaining service quality and profitability for both BSNL and the content provider.

2.3 Key Features of BSNL's Intranet Fibre based Live TV:



Real-Time Streaming: Customers to enjoy uninterrupted, real-time streaming of large number (may be over 500+ Free to Air plus paid TV channels), eliminating delays or buffering in delivery of TV channels to the customers.

Network Independence: The service should operate entirely on BSNL's network, minimizing bandwidth usage and ensuring there is no impact on existing internet plans or data circuits.

Superior Quality & Experience: It should offer access to 500+ channels covering important regional specific channels and categories with superior audio-visual quality.

2.4 This amended IFTV policy supersede to existing OTT policy dated 09.08.2018.

3. PROPOSED PLAN:

3.1 Eligibility Conditions for Intranet Fiber Live TV (IFTV) Service Providers is;

3.1.1 The content provider must be a registered entity under the Companies Act, 1956/2013, with the experience in telecom, IT applications, content provisioning, or content development in the last 2 financial years.

3.1.2 The company should have a minimum annual turnover (audited) of Rupees 1 Crore or equivalent during the last financial year in one of the following areas or any combination thereof:

- Telecom applications/VAS Services
- IT applications
- Content provisioning and/or aggregation
- Content development
- Content application development
- OTT Service Provider

In case of Consortium Partners, this condition may be fulfilled by any one of consortium partners individually or collectively by the consortium.

3.1.3 The turnover of parent or holding companies may be considered when determining eligibility. An undertaking signed by the authorized signatory from the parent/ holding company for supporting the project shall be submitted under such case.



3.1.4 The initial non-exclusive agreement will be for 27 months: 3 months for equipment integration and 24 months for service provision/coverage in the LSA/Zone. This term thereafter is renewable based on performance on year-to-year basis.

3.2 List of Documents Required:

- 3.2.1 Articles of Association & Memorandum of Association.
- 3.2.2 List of directors with their names, addresses, and DIN/CIN details.
- 3.2.3 Certified true copy of the Board/Management resolution, in case the MoA does not have the reference to the subject as business.
- 3.2.4 Certificate of Incorporation.
- 3.2.5 Specimen signatures of authorized officials, attested by the company's bank.
- 3.2.6 Latest audited annual report.
- 3.2.7 Turnover certificate from the company's auditor or CA for the last two financial years.
- 3.2.8 Non-Disclosure Undertaking (NDU) on ₹50 stamp paper, duly notarized.
- 3.2.9 Details of the services and commercial/pricing proposed, if any for BSNL's platform.
- 3.2.10 Company PAN and GSTIN certificates.
- 3.2.11 Contact details of the authorized representative for this proposal.
- 3.2.12 Performance Bank Guarantee.
- 3.2.13 The authority letter from any one of the consortium partners regarding distribution rights to BSNL customers over the broadband network, from the content providers/TV channels owners.

3.3 Consortium Condition:

- 3.3.1 The eligibility condition under the clause 3.1.1, 3.1.2 & 3.1.3 may also be met through a consortium of three partners (i.e. lead partner and maximum two consortium partner).
- 3.3.2 Towards (3.3.1) Client Certificates by the consortium partners duly signed by lead partner along with contact details i.e. name of contact persons, postal address, official email, and telephone/mobile number shall be submitted.
- 3.3.3 Company submitting their proposal as consortium will be required to submit a legally bound consortium agreement with consortium members/partners as per **Annexure-II**.



3.3.4 The consortium Agreement will be signed by authorized signatories of the parties duly supported by Power of Attorney issued by respective parties in the name of these signatories.

3.3.5 Irrevocable undertaking duly signed by lead partner and its consortium partners stating that all of them shall be liable for due performance of the Contract jointly and severally.

3.4 Signing of Agreement:

3.4.1 An agreement shall be signed between BSNL and IFTV Service Providers. The initial non-exclusive agreement will be for 27 months: 3 months for equipment integration and 24 months for service provision/coverage in the LSA/Zone. This term thereafter is renewable based on performance on year-to-year basis.

3.4.2 The approval for Pan India / multi-circle basis shall be granted at corporate office and nodal circle, as designated by corporate office, shall be authorized to execute the agreement for same. The circle wise rollout shall be carried out by the IFTV /OTT partner as per details given in the policy document.

3.5 General Terms and Conditions of the Agreement:

3.5.1 BSNL is divided into four zones having different license areas/circles for service provision; the IFTV service providers can provide the services in any one or more of the circles or zones:

- East Zone: Assam, Bihar, Jharkhand, Kolkata, Odisha, West Bengal, A&N, North-East (NE-I and NE-II), Sikkim.
- West Zone: Gujarat, Maharashtra, Madhya Pradesh, Chhattisgarh, Mumbai.
- North Zone: Haryana, Himachal Pradesh, Jammu & Kashmir, Punjab, Rajasthan, Uttar Pradesh (East and West), Uttarakhand, Delhi.
- South Zone: Andhra Pradesh, Telangana, Karnataka, Kerala, Tamil Nadu, Chennai.

3.5.2 BSNL will provide the necessary connectivity at Broadband Network Gateway (BNG)/Provider Edge (PE)/Optical Line Terminal (OLT) level for the IFTV provider to integrate with its network. Since the free to air channels are going to be provided at no cost to BSNL customers, the bandwidth for bringing the TV channels from Head end to caching



servers/streaming servers etc. deployed in a LSA or Zone shall be facilitated by BSNL.

3.5.3 The IFTV SP will offer free to air channels at no cost to BSNL and its customers. However, BSNL reserves the right to charge its customers for these channels. IFTV Service Providers (IFTV SP) can monetize the service through advertisements in accordance with existing rules and regulations set by Ministry of Information and Broadcasting and TRAI. Further, paid channels can be offered by the IFTV SP on commercial basis and mutually decided rates.

3.5.4 BSNL customers may request services via SMS, USSD, WAP, Web or toll-free numbers, automated chat bot for which arrangements shall be made by BSNL to capture the leads and pass on to IFTV partner.

3.5.5 The customer experience for IFTV channels is highly dependent on data latency and throughput, it is highly desirable that the content have to be closest to the customer. For this the IFTV/OTT SP shall make arrangements for caching/streaming of TV Channel content/OTT content so that cached multimedia data/content in servers can be located physically close to customer premise. Depending upon the circle in zones as indicated in para, at-least one caching/streaming server in one circle shall be deployed by the IFTV /OTT SP. The cost of deploying caching/streaming servers and related enablement cost shall be borne by the IFTV /OTT SP.

Alternatively The IFTV/OTT SP can also deploy the services through the CDN/ streaming partners, which are integrated with BSNL network, to further optimize network traffic delivery. IFTV/OTT SP has to ensure that content traffic is routed to BSNL customers through these streaming/CDN servers.

3.5.6 IFTV/OTT services to BSNL broadband/FTTH customers shall comprise of free to air and paid premium digital TV channels/OTT contents through FTTH network (last mile fiber). The IFTV/OTT SP shall be directly mixed with Internet and voice traffic at Broadband Network Gateway (BNG)/Provider Edge (PE)/Optical Line Terminal (OLT) end. The IFTV traffic can be routed to the customer through a dedicated path/VLAN or an existing VLAN configured for delivery of internet traffic to the customer. BSNL may introduce new schemes etc., if need be, to handle additional data consumption on the same VLAN.



However, BSNL shall allow installation of caching servers in its premises with no infrastructure charges.

- 3.5.7 The IFTV/OTT SP shall provide services to the FTTH customers as per prevailing IPTV Guidelines & policies issued by Telecom Regulatory Authority of India /Ministry of Information & Broadcasting.
- 3.5.8 Compliance to TRAI regulation pertaining to Conditional Access System/Short Message Services, Finger printing, Set Top Box as per Schedule III of the regulation will be the responsibility of the respective IFTV/OTT SP individually to ensure proper reporting of subscriber base, checking unauthorized distribution and piracy.
- 3.5.9 The IFTV/OTT SP shall be considered an intermediary as defined by The IT Act 2000 and the section 3 (1) part II of 'The Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021' shall be complied. Apart from the above the IFTV SP shall be responsible to comply with the Ministry of Information & Broadcasting, Telecom Regulatory Authority of India, Department of Telecommunication, Ministry of Home Affairs, Ministry of Electronics and Information Technology Acts and rules/guidelines related with broadcasting/TV/OTT content distribution.
- 3.5.10 BSNL shall be provided the access to the customer management system (CMS) of IFTV/OTT partner, to get details on content/channels being accessed by the customers. This system may be extended to customer support team of BSNL to resolve the customer complaints, if any.
- 3.5.11 The content apart from STB/Soft STB/Wi-Fi Dongles etc. are likely be required to be delivered to customer through an App. This app shall be co-branded with BSNL. As there may be multiple IFTV/OTT SP, the co-branding shall ensure that the multiple SP names are identified in the app. This shall also help the customers in deciding the IFTV/OTT SP from whom they want to access and view the content.
- 3.5.12 As a considerable number of channels will be available to customer free, the service is expected to create good excitement in existing customer base, circle shall decide the service launch in an area (OA/BA/Circle) keeping in view the required bandwidth for two years, and the available bandwidth for carrying normal BSNL traffic. There shall not be any requirement of dedicated additional free bandwidth



links from the caching/streaming server location to BA in the circle. The content is delivered to customers based on various technologies available in the market (unicast, multicast etc.), hence it shall be ensured by circle that the network support for the required technology is available to avoid any undue congestion, unsupported traffic in the network.

3.5.13 The IFTV/OTT SP shall ensure that the Customer is duly informed about the IFTV/OTT SP details along with the customer support number so that IFTV/OTT customer can enquire about content details and related issues directly from the service provider.

3.5.14 In accordance with TRAI directions, no forced activations of IFTV/OTT Services is to be done by any IFTV/OTT SP. In case IFTV/OTT SP is found indulging in forced activations/Television Rating Point (TRP) inflation/Intellectual Property Rights (IPR) violation etc. BSNL reserves the right to take action as instructed by Government/ as per BSNL prevailing policy, amended from time to time which may include forfeiture of BG and/or cancellation of empanelment.

3.5.15 The IFTV/OTT SP may enter into an agreement, if required, with the Telecom Infra Provider (TIP) in the BA/Circle, for integration of the Customer Premises Equipment (CPE) for seamless reception of the IFTV /OTT service. Direct agreement may be signed by IFTV/OTT partner with TIP, if mandated by TRAI.

3.5.16 The Draft agreement, containing the complete commercial, financial and technical conditions to be signed for providing the IFTV/OTT Services shall be forwarded to the eligible companies only after evaluating the proposal as above, containing the eligibility documents in full.

3.5.17 The initial agreement period is for 27 months: 3 months for integration and 24 months for service delivery/ IFTV operations. Renewal will be based on performance parameters and prevailing BSNL policies.

3.5.18 The empanelment shall be done on non-exclusion basis and BSNL retains the right to engage other providers for similar services without restriction.

3.5.19 Since the Live TV Channel content is geography specific, the Hindi region content area (West & North Zone), Punjab Circle being Nodal is authorized for deciding the channel packaging and negotiating the



pricing. Whereas, for South Zone, Kerala Circle is authorized and for East Zone, Calcutta Telecom District is authorized to decide channel packaging and negotiating the pricing.

3.6 Performance Bank Guarantee (PBG):

3.6.1 A PBG of Rs.10 lakh with validity period of 33 months shall be deposited by IFTV/OTT service partner for agreement of Pan-India service rollout, OR a PBG of Rs. 2 lakhs with validity period of 33 months shall be deposited by IFTV/OTT partner, for operating services in up to three circles, and additional Rs.1 lakh for every circle to be added for service rollout. PBG, if already deposited for enrolment done under BiTV policy, will be admissible against IFTV policy, and shall not be demanded again, and vice versa.

3.6.2 In the case of consortium agreement, the performance bank guarantee (PBG) shall be deposited by any member of the consortium on behalf of the consortium, or by each individual member of the consortium in proportion to their share of the work.

3.7. Payment Structure and Revenue Generation:

3.7.1 No subscription fees will be paid by BSNL or its customers for free to air channels to the content provider. IFTV /OTT SP may rely on an advertisement-based revenue model for free to air channels.

3.7.2 IFTV/OTT Partner shall submit the Cost per Subscriber (CPS) for the Live TV Packages/OTT services to be offered to the customers. BSNL shall decide the final pricing to the customers.

3.7.3 IFTV/OTT SP must integrate their platforms with BSNL's VAS Provisioning System/CRM/Billing and other IT infrastructure for smooth provisioning and seamless service activation. The Hardware / software like STB, wireless dongle etc. required, if any, for the reception of content at the customer end shall be either purchased by customer directly from open market or shall be supplied by the IFTV/OTT provider. The hardware/software shall be compliant to the telecom network standards.

3.7.4 The IFTV/OTT SP apart from providing TV Channel content may be allowed to make use of its equipment / services / infrastructure deployed at BSNL premises for making available the digital content / OTT content. IFTV/OTT SP may offer plans like Premium, Advertisement free content services, OTT services with prior approval of BSNL. The commercial arrangement



between BSNL and IFTV /OTT Partner shall be on fixed CPS (cost per subscriber) Model. BSNL shall have right to accept, modify, reject the proposals.

3.8 Performance Parameters:

- 3.8.1 The IFTV channels/OTT contents such as gaming/ VOD etc. shall be available in all the formats i.e. SD, HD and ultra-HD depending upon the source formatting. Accordingly, the session bandwidth shall be adjusted seamlessly to support end-to-end delivery of the TV channels.
- 3.8.2 There shall be no appreciable delay in channel zapping i.e. the time taken for changing the channel shall not be more than 100ms and during the channel zapping appropriate mechanism may be used to reduce this further.
- 3.8.3 The Quality of Experience (QoE) shall be supported as per the ITU-T Recommendation G.1080 and the corresponding packet loss, latency and jitter contribution by the IFTV Channel streaming system shall be kept to minimum to meet the end-to-end QoS/QoE parameters.
- 3.8.4 The maximum Audio Leading Video time shall not exceed 15ms and Audio Lagging Video time shall not exceed 45ms.
- 3.8.5 The IFTV/OTT SP shall mostly sustain its operation through the revenue earned through the Advertisement based revenue model. However, the advertisement time/duration policy shall be regulated as per the TRAI's extant rules in this regard. The advertisement duration for both Free to Air channel and Pay channels shall not exceed more than 12 minutes per clock hour. In addition to this, there shall be another 3 minutes for channel promotions.
- 3.8.6 The Sales and Marketing efforts shall be put by IFTV/OTT SP and BSNL to popularize the IFTV/OTT services i.e. gaming/VOD etc. and efforts shall be made to activate at least 20% of the FTTH customer base in the first year of operation. At the end of first year, based on customer base on boarded and growing demand for the service, BSNL and IFTV/OTT SP may mutually agree to continue/discontinue the rollout based on future potential of the business.
- 3.8.7 A PBG of Rs.10 lakh with validity period of 33 months shall be deposited by IFTV/OTT SP for agreement of Pan-India service rollout, OR a PBG of Rs. 2 lakh with validity period of 33 months shall be deposited by IFTV/OTT partner, for operating services in up to three circles, and additional Rs.1 lakh for every circle to be added for



service rollout. In the case of consortium agreement, the performance bank guarantee (PBG) shall be deposited by any member of the consortium on behalf of the consortium, or by each individual member of the consortium in proportion to their share of the work.

The Bank Guarantee is to protect BSNL in collecting revenue due to be paid by Vendor to BSNL by the IFTV/OTT SP, or any outstanding dues by the Vendor or unilateral withdrawal of service or in accordance with clause 3.5.14 & 3.10. Further, the revenue due, by the IFTV/OTT SP, to the BSNL to be reviewed on quarterly basis and suitable additional PBG shall be taken to safeguard the interest of BSNL in revenue realization.

3.8.8 The Circle should review the continuation of IFTV/OTT service based on impact on customer retention, customer feedback about the service and other customer satisfaction related parameters through which it can be ascertained that the IFTV/OTT service is helping in customer retention / customer satisfaction and increase in customers number, which will be duly considered for renewing the empanelment of the IFTV/OTT SP as above.

3.9 Indemnification Clause:

IFTV/OTT SP shall agree to protect, defend, indemnify and hold BSNL harmless 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:

- a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party;
- b) Any breach of the terms and conditions in the agreement by IFTV/OTT SP;
- c) Any claim of any infringement of any intellectual property right or any other right of any third party or person or of law by IFTV SP;
- d) Any claim made by any third party or person arising out of the use of the services and arising in connection with interruptions or degradations of service caused solely due to IFTV /OTT SP;
- e) Any liability arising out of non-compliance of Laws, Directives, guidelines etc. of the Land where VASP is located;

This clause shall survive the termination or expiry of this Agreement.

3.10 Government Directions and Guidelines:

BSNL reserves the right to act upon directions from the Department of Telecommunications (DoT), Ministry of Information and Broadcasting (MIB), TRAI or any other Government/ regulatory body. In cases where the IFTV SP is found violating the extant policies/ rules/ guidelines, VAS



activation policies or security directions of DoT, MIB, TRAI or any other Government/ regulatory body, BSNL reserves the right to take appropriate civil/ criminal remedy/ action including termination of the agreement along with the forfeiture of BG.

3.11 Submission of Proposal:

All proposals should be addressed to the respective Circle Head for PAN India Agreements or Circle Specific Agreement. Proposals will be scrutinized based on evaluation of legal status, completeness of the documents submitted and readiness of the company in executing the project at Circle level and thereafter, will be sent to CFA Cell, BSNL C.O. for approval from competent authority. Subsequently after approval, the circle will enter into an agreement with IFTV/OTT SP. This amended IFTV policy supersede to existing OTT policy dated 09.08.2018.



FORMAT OF THE NON-DISCLOSURE UNDERTAKING

(To be submitted duly notarized on non-judicial stamp paper of Rs.50/- only)

M/s, a company registered under Companies Act 1956 /2013, having its registered office atacting through Shri, the authorized signatory (which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) hereby declare and undertake that we will not divulge any part of this agreement either through oral or written communication or through any mode to anyone.

We further undertake and declare that we shall be responsible for safe custody of the papers/documents including the Agreement proposed to be entered into between M/s Bharat Sanchar Nigam Limited and ourselves. We shall ensure all necessary steps to safeguard the privacy and confidentiality of the Agreement and shall use our best endeavors to secure that no person acting on our behalf or ourselves divulge or disclose or use any part of the Agreement without the written consent of M/s Bharat Sanchar Nigam Limited.

We further declare and undertake that if we declare not to sign the above Agreement with M/s Bharat Sanchar Nigam Limited, we shall return back the copy of the Agreement (in original) back to GM ... acting on behalf of M/s Bharat Sanchar Nigam Limited within one month without preserving any copy of the same, in any form, whatsoever.

We further declare and undertake to indemnify M/s Bharat Sanchar Nigam Limited for any loss or damage(s) caused to it by virtue of any default from our side in compliance to the aforesaid conditions. Signed on behalf of M/s.....

by

Shri.....

(Name and Designation) authorized signatory



Format of the Consortium Agreement

(On Rs.100 Non-Judicial Stamp Paper)

In compliance to Clause No.....of Policy No.....dated....., a consortium has been formed

On <Date> between <Main Service provider Name> and <consortium partner's name> to meet various eligibility conditions and experience criteria specified in the Policy. No..... dated.

It has been agreed between the Service Provider and the consortium partner that <Service Provider's Name> is designated to submit the documents on behalf of this consortium and henceforth called as Service Provider. "Lead Service Provider" and the "Service Provider" have been used interchangeably. It is confirmed that consortium members has authorized the "Lead Service Provider" by way of duly executed power of attorney in his favour to act on their behalf.

It has also been agreed that in its capacity as lead Service Provider, <Service Provider's Name> will interact with BSNL for all obligations.

The Lead Service Provider and consortium partner shall be liable for due performance of the contract jointly and severally, whereas the responsibility of Consortium Partner other than lead Service Provider, shall be limited to such Consortium Partner share of obligations in the contract or products and/or services as defined in the agreement signed between the Lead Service Provider and Consortium Partner and is in accordance with policy requirements.

The details of Service Provider and consortium partner(s) are as under:-
<Main Service Provider Name> :-< Details containing Registered Office & correspondence address>
<Consortium Partner> :-< Details containing Registered Office & correspondence address>
<Consortium Partner> :-< Details containing Registered Office & correspondence address>

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized officers as of the day first above written



For< Main Service Provider's Name> Signature of Authorized Signatory Name:- Designation:- Contact Phone:- Email- ID:- Date:- Witness- 1 Signature:- Name:- Designation:- Contact Phone:- Email-ID:- Date:	For<Consortium Partner 1 >Signature of Authorized Signatory Name:- Designation:- Contact Phone:- Email- ID:- Date:- Witness- 1 Signature:- Name:- Designation:- Contact Phone:- Email-ID:- Date:	For<Consortium Partner 2 >Signature of Authorized Signatory Name:- Designation:- Contact Phone:- Email- ID:- Date:- Witness- 1 Signature:- Name:- Designation:- Contact Phone:- Email-ID:- Date:
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