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BSNL
Connecting Bharat
Necessity - Affordably - Reliably

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

Dated: 07.05.2025

Subject: - Amended Policy on provision of Data based content services through -BSNL entertainment TV (BiTV) on non-exclusive basis.

1. Background

Bharat Sanchar Nigam Limited (BSNL) is one of India's leading telecom service provider offering nationwide GSM services to both prepaid and post-paid mobile users. BSNL caters to a diverse customer base with various tariff plans. To further enhance its service offerings and improve customer experience, BSNL is now introducing BiTV (BSNL entertainment TV), a platform for delivering live TV channels and OTT content as a value-added service through its robust GSM network.

2. Objective of the Policy:

2.1 This policy is designed to establish a structured framework for BSNL's entertainment (internet and entertainment) TV service. 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 content Service Providers (BiTV 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 mobile customers, offering live TV/OTT content.

2.2 BSNL invites proposals from eligible companies, media aggregators, content SP, and content providers to provide TV content as value-added services (VAS) on a non-exclusive basis. Companies selected through this process will enter into agreements with BSNL for providing Live TV /OTT content 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 entertainment TV:

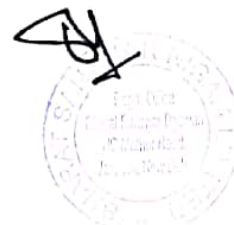
Real-Time Streaming: Customers to enjoy uninterrupted, real-time streaming of large number of TV channels /OTT contents. It will offer access to OTT contents/TV channels covering important regional channels/content with superior audio-visual quality.

3. PROPOSED PLAN:

3.1 Eligibility Conditions for BiTV services Providers is:

3.1.1 The content provider must be a registered entity under the Companies

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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 One Crore during the last financial year in one of the following areas or any combination thereof:

- Telecom applications/VAS
- IT applications
- Content provisioning and/or aggregation
- Content development
- Content application development

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 given area. 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 mobile network, from the content providers/TV channels owners.

3.3 Consortium Condition:

(a.) 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 partners).

(b.) 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

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submitted.

(c.) Company submitting their proposal as consortium will be required to submit a legally bound consortium agreement with consortium members/partners as per Annexure-II

(d.) 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.

(e.) 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 BiTV Service Provider. The initial non-exclusive agreement will be for 27 months: 3 months for equipment integration and 24 months for service provision/coverage in the given area. 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 by BSNL Corporate Office. Nodal Circle authorized by BSNL CO shall execute the agreement for the same. The circle wise rollout shall be carried out by the BiTV service 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 BiTV service providers can provide service in any one or more of the zones/circles:

- 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 for the BiTV service providers for provisioning, de-provisioning and billing of the services to the customers (if required in the future).

3.5.3 The BiTV SP will offer a package of free TV channels and OTT content at no cost to BSNL and its customers. However, BSNL reserves the right to charge its customers for these services. BiTV Service Providers can monetize this service through advertisements in accordance with existing rules and regulations set by Ministry of Information Broadcasting and TRAI. However, the

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- BiTV SP can offer paid premium TV channels and OTT content on 'cost per subscriber' base model.
- 3.5.4 BSNL customers may request services via Online Portal, Mobile app, SMS, USSD, WAP, or toll-free numbers, automated chat bot, etc for which arrangements shall be made by BSNL to capture the consent/ leads and pass on to BiTV service partner. No data of Mobile Customers (even customer number list) will be given to third party.
- 3.5.5 The BiTV SP shall provide services to the mobile customers as per prevailing guidelines & policies issued by TRAI/MIB.
- 3.5.6 Compliance to TRAI regulation issued from time to time will be the responsibility of the respective BiTV SP individually to ensure proper reporting of subscriber base, checking unauthorized distribution and piracy.
- 3.5.7 The BiTV 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 BiTV SP shall be responsible to comply with the MIB, TRAI, DoT, MHA, MeitY Acts and rules/guidelines related with broadcasting/TV/OTT content distribution.
- 3.5.8 BSNL shall be provided the access to the Customer Management System (CMS) of BiTV partner to get details of 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.
- 3.5.9 The content part may likely be required to be delivered to customer through an App which shall be co-branded with BSNL. As there may be multiple BiTV 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 BiTV SP from whom they want to access and view the content.
- 3.5.10 The BiTV SP shall ensure that the Customer is duly informed about the BiTV SP details along with the customer support number so that BiTV customer can enquire about content details and related issues directly from the service provider.
- 3.5.11 The BiTV service provider shall deploy the services through the CDN servers / streaming servers which are integrated with BSNL network. BiTV SP has to ensure that content traffic is routed to only BSNL customers through these streaming/CDN servers. BSNL shall provide necessary connectivity at the required network elements in the mobile data network. It is to be ensured that the content will be delivered from the nearby CDN node from the customer location.
- 3.5.12 In accordance with TRAI directions, no forced activations of content services is to be done by the BiTV SP. In case BiTV SP is found indulging in forced activations/TRP inflation/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.
- 3.5.13 The Draft agreement, containing the complete commercial, financial and technical conditions if any to be signed for providing the BiTV services shall be forwarded to the eligible companies only after evaluating the proposal as above,

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delivery of the TV channel/OTT content.

3.8.2 For the free package, the BiTV SP shall sustain its operation through the revenue earned from 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 shall not exceed more than 12 minutes per clock hour. In addition to this, there shall be another 3 minutes for channel promotions. This shall be in line with the conditions laid by MIB/TRAI, and can be adjusted accordingly.

3.8.3 The sales and marketing efforts shall be put by BiTV service provider and BSNL to popularize the content services. At the end of first year, based on customer base on-boarded and growing demand for the service, BSNL and BiTV SP may mutually agree to continue/discontinue the rollout based on future potential of the business.

3.8.4 A PBG of Rs. 10 lakh with validity period of 33 months shall be deposited by BiTV content services partner for agreement on Pan-India service rollout, or a PBG of Rs 2 lakh with validity period of 33 months shall be deposited by BiTV SP, 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 the BiTV SP to BSNL or any outstanding dues by the BiTV SP or unilateral withdrawal of service or in accordance with clause 3.5.14 & 3.10. Further, the revenue share to BiTV SP will be reviewed on quarterly basis and suitable additional PBG shall be taken to safeguard the interest of BSNL in revenue realization.

3.8.5 The Circle should review the continuation of content 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 content service is helping in customer retention / customer satisfaction and increase in customers number, which will be duly considered for renewing the empanelment of the BiTV SP as above.

3.9 Indemnification Clause:

BiTV 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 BiTV SP;
- c. Any claim of any infringement of any intellectual property right or

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- any other right of any third party or person or of law by BiTV 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 BiTV 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 case where the BiTV 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 agreements. Proposals will be scrutinized based on evaluation of legal status, completeness of the document submitted and readiness of the company in executing the project at circle level and thereafter, will be sent to VAS cell, BSNL CO for approval from the competent authority subsequently after the approval the circle will enter in to an agreement with the BiTV SP.

Annexure - I

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 SANCHARNIGAMLIMITED.

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

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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

Annexure-II

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 Partners share of obligations in the contract for 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>

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<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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